

PDF Page #	Section	Description of Potential Issues/Concerns	DAS Response
Section 1 Introduction			
2	1.1	Contractor takes exception to the Lead Agency having the sole discretion to extend the agreement.	DAS will permit mutual agreement for extensions.
3	Last Paragraph	Contractor takes exception to this contract being available to other state agencies in the Des Moines metropolitan area.	At a minimum, the Capitol Complex and Iowa PBS in Johnston will need to be included in the resulting contract.
Section 2 Administrative Section			
8	2.18	The Agency shall have the right to use ideas or adaptations of ideas that are presented in the bids.	DAS can agree to this change.
8	2.19	WM does not agree to waive its right to bring claims against the Agency as described in section 2.19.	This language only relates to the solicitation and is not a broad release of claims relating to contract performance. Once the evaluation is done and contract is awarded, you will not have to defend a claim relating to the solicitation except for one brought in a vendor appeal.
10	2.31	Contractor agrees to first year price lock with flat 3% in year 2 and flat 3% in year 3.	DAS can agree to this change. Please notate in the cost worksheet of the bid.
Section 4 Specifications			
12	4.1.3	Contractor reserves the right to terminate the services where contamination or overages are occurring repeatedly and problematic.	DAS request fees be negotiated prior to termination notice.
12	4.2.1	WM takes exception to this section because WM shall comply only with those specific security and safety policies and procedures that are attached to the signed agreement.	DAS can agree to this change.
13	4.2.2	Revise so Contractor is only responsible for damage to existing structures, systems, equipment or parts caused by Contractor's employees' negligence.	DAS is willing to negotiate with the awarded vendor.
13	4.2.2	Replace this section with, "All equipment furnished by Contractor shall remain its property; however, the Agency shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Agency's service location(s) unless caused by Contractor's negligence. Agency warrants that State's property is sufficient to bear the weight of Contractor's equipment and vehicles and agrees that Contractor shall not be responsible for any damage to State's pavement or any other surface resulting from the equipment or Services unless caused by Contractor's negligence.	DAS can agree to this change.
13	4.2.4	Remove section because it is not applicable to services.	DAS can agree to this change.
Attachment #1 Form of Bid			
15	Attachment 1 (Form of Bid) 2.	Contractor takes exception to contract terms and conditions contained at the web-address indicated on the RFB cover sheet being included in any contract awarded as a result of this RFB by reference. Contract shall contain all of the terms and conditions agreed to in writing.	DAS can agree to this change.
19	11	Mark No. Contractor will not authorize background investigations performed by the State.	DAS can agree to this change.
19	12.1	Contractor takes exception to providing duplicate original of any insurance policy	DAS requires a copy of the Certificate of Insurance only, not the full policy.
21	12.3	Contractor will not unilaterally agree to assign to the state its rights to insurance proceeds.	DAS is willing to negotiate with the awarded vendor.
21	16	Contractor takes exception to reducing contract price retroactively to Contractor's effective date	DAS can agree to this change as that statement applies to goods only.
21	16	Contractor takes exception to the most favored nations language in the last bullet point and should check no.	DAS can agree to this change.
26	Attachment #4	Remove the 3 rd paragraph because it is a broadly stated release of claiCheck with Andrew	This language only relates to the solicitation and is not a broad release of claims relating to contract performance. Once the evaluation is done and contract is awarded, you will not have to defend a claim relating to the solicitation except for one brought in a vendor appeal.
26	Attachment #4	Strike or remove the same language used in 3 rd paragraph that appears in 5 th paragraph before signing – Attachment 4 should be revised before signing and reference to this removed from issues list.	This language only relates to the solicitation and is not a broad release of claims relating to contract performance. Once the evaluation is done and contract is awarded, you will not have to defend a claim relating to the solicitation except for one brought in a vendor appeal.
General Terms and Conditions downloaded from link provided on cover sheet of RFB			
2	1.2	Exception taken to this section allowing cooperative purchasing under the agreement. AGreed	DAS can agree to this change.
2	1.3	Make right to extend the Agreement a mutual right	DAS can agree to this change.
4	1.6.2	Revise so period of time to cure is 5 business days per Contractor terms and conditions	DAS generally allows 30 days to cure. The time frame can be discussed during contract negotiations.
6	1.6.3	Revise to allow either party to terminate the agreement for convenience.	DAS can agree to this change if termination notice is 60 days.
8	1.7.	Contractor to assume any information is confidential unless designated by the Agency. This is too broad and burdensome. Remove section 1.7 and reserve right to negotiate acceptable definition of Confidential Information. In addition, include the following paragraph: "The Parties hereby acknowledge and agree that the Services to be provided by Contractor hereunder include the collection of waste or recyclable materials for the purpose of disposal and/or recycling, and that such waste or recyclable materials shall not be deemed to be Confidential Information, and shall not be subject to the provisions of this Section."	DAS can agree to this change.

9	1.8.1.3	Remove this subsection.	DAS can agree to deleted this section if "performance" is moved to the preamble so that it states the contractor will indemnify for damages or claims arising out of Contractor's performance of this contract.... This can be discussed during contract negotiations.
10	1.9.2	Remove professional liability insurance	DAS can agree to this change.
10	1.9.3	Add "10 days' notice for nonpayment of premium"	DAS can agree to this change.
11	1.1	Remove this section as it applies more to a construction project and not to waste disposal services.	DAS can agree to this change.
12	1.11	Revise to make release applicable to either party and add that the parties right to negotiate terms and conditions, including pricing, that may be affected by legislative changes. In the event mutually agreed to terms can't be reached, then either party shall have the right to terminate the agreement without penalty.	DAS can agree to this change.
12	1.12.1	Insert the words, "created solely and exclusively by Contractor for Agency regarding the Services."	DAS can agree to this change.
12	1.12.2	Remove this section	DAS can agree to this change.
12	1.12.3	Remove this section	DAS can agree to this change.
13-14	1.13	Remove this section as it contemplates goods as a Deliverables other than waste disposal services.	DAS can agree to this change.
15	1.14	Remove this section	DAS can agree to this change.
18	1.15.6	Any work awarded the Contractor shall be awarded on an exclusive basis.	DAS can agree to this change.
20	1.15.26.5	This section must be removed. WM is not subject to HIPAA requirements and Contractor will not have any medical records of patients.	DAS can agree to this change.
22-23	1.15.27	Contractor reserves the right to charge State/Agency for any audits.	DAS can agree to this change.
25	1.15.36	Contractor takes exception to the Agency's right to determine appropriateness of request because it is not an impartial party.	DAS can not agree to this change.
	Additional Provision	Insert statement in Respondent's proposal, "Responder reserves the right to negotiate acceptable terms and conditions regarding the services to be provided."	DAS can agree to this change.
	Additional Provision	<p>Insert following definitions for Waste Materials and Excluded Materials:</p> <p>"Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined herein) generated by Agency or at Agency's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Agency shall complete a Special Waste Profile sheet to be approved by Contractor in writing. Waste Materials excludes, and Agency agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio- hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations, (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Agency's Waste Materials, or (v) Special Waste not approved in writing by Contractor (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Agency at all times. Title to Agency's Waste Materials is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.</p>	DAS can agree to this change.

	Additional Provision	<p>If recyclable services are being provided, insert Recyclable Materials Definition The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Agency's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Agency shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Agency by Contractor from time-to-time. Contractor reserves the right, upon notice to Agency, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public or materially impair the strength or the durability of Contractor's structures or equipment. (iii) Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Agency shall pay Contractor for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Contractor's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Agency shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Agency's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Contractor's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Contractor from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply at Contractor's sole discretion</p>	DAS can agree to this change.
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