Final

DesMoines PUBLIC SCHOOLS

FORM OF PROPOSAL
Des Moines Independent Community School District
Division of Purchasing
1915 Prospect Road Suite 1200, Des Moines, IA 50310
Phone (515)242-7751 Fax (515)242-7550

No: B7151
Date Issued: 2/18/15
Date Due: 3/5/15
Time: 3:00 p.m.

SEALED BIDS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED WILL BE RECEIVED AT THE ABOVE OFFICE UNTIL, BUT NOT LATER THAN, THE DATE AND TIME ABOVE STATED AND THEN PUBLICLY OPENED FOR FURNISHING THE FOLLOWING SUPPLIES, EQUIPMENT AND/OR SERVICE F.O.B. DESTINATION. **Mark Mattiussi, Purchasing Agent**

WASTE MANAGEMENT AND RECYCLING SERVICES FY 2017-2018
In accordance with the attached Detailed Specifications & General Terms / Conditions

Waste Management Costs / Year $131,485.56

Recycling Costs / Year $31,667.89

Period of Contract
This contract is for the period July 1, 2017 through June 30, 2018. This is the second of possible four extensions. The District reserves the option to renew the contract with the successful bidder for up to four additional years. The amount of the contract for the second through the fifth year shall be negotiated at the close of each preceding year. The renewal option may not be exercised if it is not in the District's best interest

The undersigned bidder certifies, by responding to this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency. In compliance with the above invitation for Bids, and subject to all the terms and conditions thereof, the undersigned offers, and agrees, if this bid be accepted within _____ calendar days from the date of the opening, to furnish any and all of the items upon which prices are quoted at the price set opposite each item, delivered at the point specified and unless otherwise specified within _____ calendar days after receipt of order. Delivery shall be to the Des Moines Independent Community School District between the hours of 8:00 a.m. and 3:30 p.m. at: At all sites listed per special instructions.

Bidder Waste Management of Iowa Street Address 201 SE 18th St

By Sarah Bond City Des Moines State IA Zip 50317
Sign

Title Account Manager Phone 515-202-8582 Fax

SUBJECT TO THE TERMS AND CONDITIONS www.dmschools.org/wp-content/uploads/2014/11/General-Terms-n-Conditions-New.pdf **THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED.**

DES MOINES PUBLIC SCHOOLS

B7151 Waste Management & Recycling Services **2nd Renewal FY 2017-2018**

Waste Management of Iowa

Service	FY15-16	FY16-17	% Change	FY17-18	% Change
Waste Management Cost / Year	$ 147,565.54	$ 131,079.15	-11%	131,485.56	-100%
Recycling Cost / Year	$ 29,064.81	$ 30,515.07	5%	31,667.89	-100%
Total	**$ 176,630.35**	**$ 161,594.22**	**-6%**	**$ -**	-100%

Des Moines Public School District
Detailed Specifications for Waste Management and Recycling Services
2015-2016

Scope of Work

The Des Moines Public School District (hereafter referred to as the District) is seeking a Contractor that will assist the District in the development of a comprehensive waste management program that includes disposal of solid waste materials and an expanding effort to eliminate, reduce, re-use and recycle materials used by the District.
The Contractor shall provide to the Des Moines Public Schools the specified services with respect to waste disposal and/or recycling of materials or both, as set forth in this Agreement and the sections attached.
The District intends to award the contract to a single Contractor who will be responsible for all services provided. Subcontracting for any or all of those services subcontracting services will not be accepted by the District.

Definition of Terms

Recyclable Materials: Shall mean newspaper, corrugated cardboard (OCC) and Kraft bags, telephone books, magazines, catalogues, junk mail, office paper, chipboard, glass food and beverage containers of all colors, bimetal, ferrous and aluminum cans, plastic containers, # 1, 2, 3, 4, 5, 6, and 7 (including margarine and yogurt containers) metal hangers, empty aerosol cans, and other material that may be added to this list in the future by agreement by MWA and MRF provider.
Waste Materials: All other materials collected at District sites shall be deemed waste and shall be disposed at regulated landfills meeting all Federal, State and Local ordinances for the proper disposal of waste. The Contractor bears all responsibility for the proper disposal of this waste stream.

Insurance

The selected Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations under the Contract. All such insurance shall be subject to the approval of the District for adequacy of protection. The District requires the Additional Insured, Governmental Immunities and Cancellation and Material Change Endorsement (See Exhibit E below).The Aggregate per Location Endorsement required on commercial general liability insurance may be a standard Insurance Service Office form acceptable to the District. The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the specified project as outlined in this request. The coverage shall be written with a limit not less than $3 million for any one claim, with an aggregate not less than $3 million for all claims in a policy period. The successful Bidder must provide a statement saying that such coverage shall be written exclusively to cover the Des Moines contract or as an alternative guarantee that the aggregate has not already been impaired by other claims if this policy covers other activities or services for other clients. Other forms of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	$1,000,000 Combined Single Limit
Commercial General Liability, (Including Contractual Liability & Products Completed Operations Coverage)	$1,000,000 Combined Single Limit
Umbrella/Excess Liability	$2,000,000

The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the Successful Bidder. Upon selection, contractor will present certificates of insurance to the District showing compliance with the forgoing requirements.

Employee Practices

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ assigned for work any person considered by the Director of Custodial Services to be unfit or not skilled in the work assigned. The Contractor shall also keep its employees from socializing upon the site(s) during normal working hours and from fraternizing at any time with staff, students, parents, and other persons who are at the school or the site of the work.

No Contractor shall allow any of its employees listed on the Iowa Sex Offender Registry to perform work on District property. The District has interpreted an "unfit employee" for purposes of this contract to be any employee currently listed on the Iowa Sex Offender Registry. **Contractor must complete and submit "Sexual Offenders Acknowledgment Form" upon award of contract.** Employee background checks are the responsibility of the Contractor.

The District is a drug-free and smoke-free zone. In furtherance of this standard, the Contractor shall establish and maintain a safe and efficient work environment for all employees, free from the effects of smoke, alcohol, controlled substances, and illicit drugs. Smoking shall be prohibited at all times on school property, including parking lots and inside of any private vehicles on school property. The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances, and illicit drugs is prohibited on or adjacent to the project site and all of the District's property at all times. Illicit drug use is the use of illegal drugs and the abuse of alcohol and other drugs, including anabolic steroids.

Controlled substances are drugs specifically identified and regulated under state or federal law and include, but are not limited to, opiates, narcotics, cocaine, amphetamines and other stimulants, depressants, hallucinogenic substances, and marijuana. The Contractor will strictly enforce these prohibitions among its own employees at all times. Employees who violate these prohibitions will be subject to disciplinary action by their employers up to and including termination and may be denied access to the site of the work. Violation of this provision shall also constitute sufficient grounds for termination of the Contract without damages or penalty to the District.

Because it is the desire of the District to encourage equal employment policies, all Contractors, including suppliers supplying goods or services to the District, are expected to comply with the spirit of equal opportunity employment, as well as with the letter of all applicable statutes and regulations. Compliance shall require Contractor not to discriminate and, in addition, to take reasonable affirmative action to ensure that members of minority groups are effectively accorded equal employment opportunities.

The Contractor shall be responsible to the District for the acts and omissions of their employees.

The Contractor shall exercise all necessary safety precautions for the protection of the life and health of its own, and the District's students, employees and other persons. All collection vehicles must be operated in conformity with Iowa traffic laws.

Indemnification

The Contractor shall hold harmless, indemnity, and save the District, its officers, employees, and agents, from any and all liability claims, losses or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the Contractor or any of its agents, employees, or representatives. The indemnity applies to either active and passive acts or other conduct.

Startup and Term:

The contract shall be effective upon approval by the Board of Directors and its performance shall begin on July 1, 2015 and for the period ending June 30, 2016. After the initial term, the District may extend this contract for one-year periods not to exceed a total of four additional years, by notifying the Contractor at least thirty (30) days prior to the end of the current term. If the District extends the contract, the same terms, conditions, and method of payment shall apply during the extended period. Cost for years (2) two through (5) five will be negotiated at the close of the preceding year.

Lease of Equipment
To the extent that the District elects to lease any equipment from the Contractor for the storage or processing of waste or recyclable materials, the District and the Contractor shall enter into a form of lease agreement and any such transaction shall be separately governed by the terms of that agreement.

Relationship of Parties
The Contractor shall be deemed for all purposes to be an independent contractor, and nothing contained herein shall be construed as creating any relationship of employment, partnership, agency, joint venture or similar arrangement between the Contractor and the District.

Negligence or Damage Caused by the Contractor
The Contractor shall indemnify and hold the District and its directors, officers, and employees harmless from and against any and all costs, losses, damages or expense resulting from the negligence or intentional misconduct of the Contractor's employees under this Agreement.

Solid Waste and Recyclable Waste Streams
The Des Moines Public School District and the Contractor agree to the following:

Services
The Contractor will provide solid waste and recycling services to the District facilities as listed in the following tables. All waste and recycling containers shall be furnished by the Contractor unless District facilities choose to use its own containers. The containers provided shall be painted and in good condition. Any containers damaged by the Contractor shall be repaired or replaced by the Contractor within five business days, from the date of contract.
Contractor shall indicate on the Form of Proposal their ability to supply or obtain internal recycling collection containers through their own procurement or as part of another governmental program offering such assistance to educational institutions at no charge, or at a reduced rate to the District.
The Contractor will also work with District facilities and management to determine the optimum service level required and to look for modifications and appropriate savings whenever and wherever possible. Any changes in services must be approved by the District's primary contact person.
The Contractor shall become knowledgeable about the location of District facilities; unique container access requirements; and requirements for optimum collection times. The Contractor shall make collections in accordance with these requirements.

The following buildings will be serviced as follows:

Des Moines Pubic School District

Solid Waste & Recycling Service Level
School Year 2015-2016
7/01/2015-6/30/2016
M- Monday T-Tuesday
W-Wednesday R- Thursday
F- Friday S-Saturday

	Solid Waste			Recycling			
Location	# Cont	Cont Size	# of Times Per Week	Type of Recyclable	# Cont	Cont Size	# of Times Per Week
Administration 2323 Grand Ave	1	2	MWF=3	See Definition	1	2	MR=2
Ag Business at McCombs	1	6	MWF=3	See Definition	1	6	W=1
Brody Middle 2501 Park Ave	1	8	MR=2	See Definition	1	6	W=1
Brubaker Elementary 2900 E 42nd	1	8	MWF=3	See Definition	1	4	W=1
Bus Garage 1915 Prospect Road	3	6(2)+4	MWF=3	See Definition	1	6	W=1
Callanan Middle 3010 Center	1	8	MWF=3	See Definition	1	6	W=1
Capitol View Elementary 1535 Capitol	1	8	TR=2	See Definition	1	6	W=1
Carver 1101 E 6th Avenue	1	8	MWF=3	See Definition	1	6	W=1
Taylor/Casady 1801 16th	1	4	MWF=3	See Definition	1	4	W=1
Cattell Elementary 3101 E 12th	1	4	TR=2	See Definition	1	3	W=1
Central Academy 1912 Grand Avenue	1	6	MTWRF=5	See Definition	1	6	MR=2
Central Campus 1800 Grand Ave	2	6	MTWRF=5	See Definition	1	6	MR=2
Cowles Elementary 6401 College Ave	1	4	TR=2	See Definition	1	6	W=1
East High 815 E 16th	2	6+4	MTWRF=5	See Definition	1	6	W=1
East High Football Field 1521 E University	1	6	WFS=3	See Definition			
Edmunds Elementary 1601 Crocker	1	6	TR=2	See Definition	1	4	R=1
Findley Elementary 3000 Cambridge	1	4	TR=2	See Definition	1	3	W=1
Garton Elementary 2820 E 24th Street	1	8	TR=2	See Definition	1	6	W=1
Goodrell Middle 3300 E 29th Street	1	6	MWF=3	See Definition	1	6	W=1
Greenwood Elementary 316 37th St	1	6	TR=2	See Definition	1	6	W=1

Hanawalt Elementary 225 56th Street	1	8	TR=2	See Definition	1	6	W=1
Harding Middle 203 E Euclid	1	8	MWF=3	See Definition	1	6	W=1
Hiatt Middle 1214 E 15th St	1	8	MWF=3	See Definition	1	6	W=1
Hillis Elementary 2401 56th St	1	4	TR=2	See Definition	1	4	W=1
Hoover Football Field 4800 Aurora	1	4	MR=2	See Definition			
Hoover High 4800 Aurora	1	8	MTWRF=5	See Definition	1	8	W=1
Howe Elementary 2900 Indianola Ave	1	4	MR=2	See Definition	1	3	R=1
Hoyt Middle 2700 E 42nd St	1	8	MWF=3	See Definition	1	6	W=1
Hubbell Elementary 800 42nd Street	1	6	TR=2	See Definition	1	8	W=1
Jackson Elementary 3825 Indianola Ave	1	6	MR=2	See Definition	1	3	R=1
Jefferson Elementary 2425 Watrous Ave	1	6	TF=2	See Definition	1	4	W=1
King Elementary 1849 Forest Avenue	1	6	TR=2	See Definition	1	6	W=1
Kurtz (Lincoln 9th Graders) 1000 SW Porter	1	6	MWF=3	See Definition	1	6	W=1
Lincoln Football Hutchens Field 1100 SW Davis	1	6	MWF=3	See Definition			
Lincoln High 2600 SW 9th	1	6	MTWRF=5	See Definition	2	6	R=1
Lovejoy Elementary 801 SE Kenyon Ave	1	4	TF=2	See Definition	1	3	R=1
Madison Elementary 806 E Hoffman St	1	4	TR=2	See Definition	1	3	W=1
Mann 101 Amos Ave	1	2	TR=2	See Definition	1	2	M=1
McCombs Middle 201 SW County Line Road	1	6	MWF=3	See Definition	2	6+4	R=1
McKee Elementary School 2115 E 39th Street	1	6	TR=2	See Definition	1	6	W=1
McKinley Elementary 1610 SE 6th Street	1	6	MR=2	See Definition	1	4	R=1

Meredith Middle 4827 Madison Ave	2	6	MWF=3	See Definition	1	6	W=1
Merrill Middle 5301 Grand Ave	1	6	TF=2	See Definition	1	8	TF=2
Mitchell Elementary 111 Porter Ave	1	4	TF=2	See Definition	1	3	W=1
Monroe Elementary 2250 30th Street	1	8	TR=2	See Definition	1	6	W=1
Moore Elem. 3725 52nd Street	1	8	TR=2	See Definition	1	4	W=1
Morris Elementary 6430 SW 14th Street	1	6	TF=2	See Definition	2	6	TF=2
Moulton Elementary 1541 8th Street	1	6	TR=2	See Definition	1	4	W=1
North Football Field 500 Holcomb Avenue	1	6	MWF=3	See Definition			
North High 501 Holcomb Ave	2	6(2)	MTWRF=5	See Definition	1	6	W=1
Oak Park Elementary 3928 6th Avenue	1	8	TR=2	See Definition	1	6	W=1
Operations Center 1917 Dean Avenue	1	6	TR=2	See Definition	1	6	W=1
Park Avenue Elementary 3141 SW 9th Street	1	6	MR=2	See Definition	1	4	R=1
Perkins Elementary 4301 College	1	8	TR=2	See Definition	1	6	W=1
Phillips Elementary 1701 Lay Street	1	8	TR=2	See Definition	1	6	W=1
Pleasant Hill Elementary 4801 E Oakwood Drive	1	4	TR=2	See Definition	1	4	W=1
River Woods Elementary 2929 E 22nd Street	1	3	MR=2	See Definition	1	6	MR=2
Roosevelt High 4419 Center Street	2	8	MTWRF=5	See Definition	1	6	W=1
Samuelson 3939 Bel Aire Rd	1	6	TR=2	See Definition	1	6	W=1
Smouse Elementary 2820 Center Street	1	4	TR=2	See Definition	1	3	W=1
South Union Elementary 4201 South Union	1	6	MR=2	See Definition	1	6	TF=2
Stowe Elementary 1411 E 33rd Street	1	4	TR=2	See Definition	1	4	W=1
Studebaker Elementary 300 SE County Line Road	1	4	TF=2	See Definition	1	4	R=1

Van Meter, Ruby 710 28th Street	1	6	MWF=3	See Definition	1	4	W=1
Walker Street 1421 Walker Street	1	8	MTWRF=5	See Definition	1	6	W=1
Walnut Street School/ 901 Walnut	1	6	MWF=3	See Definition	1	4	TR=2
Weeks Middle 901 SE Park Avenue	1	8	MR=2	See Definition	1	6	TR=2
Welcome Center 1303 2nd Avenue	1	2	MR=2	See Definition			
Willard Elementary 2941 Dean Avenue	1	6	TR=2	See Definition	1	2	W=1
Windsor Elementary 5912 University Ave	1	4	TR=2	See Definition	1	6	W=1
Wright Elementary 5001 SW 14th Street	1	4	TF=2	See Definition	1	3	R=1

The District reserves the right to make changes to the above pickup sites/schedule as needed throughout the contract period.

Summer Pickup Schedule – ***Actual Dates Subject to change***

High Schools / Middle Schools (for all locations without summer school):
June 8, 2015 through June 19, 2015 pick up five (5) times per week.
June 22, 2015 through August 14, 2015 pick up once (1) per week.
August 17, 2015 through August 21, 2015 pick up five (5) times per week

Elementary Schools (for all locations without summer school): ***Actual Dates Subject to change***
June 8, 2015 through June 19, 2015 pick up two (2) times per week.
June 22, 2015 through August 14, 2015 pick up once (1) per week.
August 17, 2015 through August 21, 2015 pick up five times (5) per week

Kitchens opened during the summer and will require pickups as follows: Sites subject to change

Summer Serving Sites (subject to change):
Trash to be picked up Tuesday, Thursday, and Saturday
Recycling to be picked up once a week
2015 Tentative Summer Schedule – July 8 -17 ***Actual Dates Subject to change***

Brody	Meredith
Brubaker/ Hoyt (Metro thru 8/14)	McKinley
Callanan	McCombs
Garton (Metro thru 8/14)	Monroe (Metro thru 8/14)
Goodrell	Morris (June 8-June 26, July 6-24)
Harding	Jackson June – August
Hiatt	River Woods – TBD
King	Howe June – August
Weeks	Capital View – June 2 – July 26
Carver – June – August	Hillis – June 8 -26, July 13-31
Willard – June 8 – July 24	Windsor – June – August

Billing& Reporting

Recognizing that a successful waste reduction effort will depend on rigorous and systematic monitoring of waste streams and cost data, the Contractor will provide quarterly reports that provide building level data detailing each waste stream, associated costs and savings. The Contractor will also provide a single monthly, consolidated bill that provides building level detail by waste stream (solid waste and recyclables) and specific charges (hauling and disposal, container rental, etc.) to enable cost allocation. All charges will be validated by the Contractor.

Billing Services

The Contractor will provide a single consolidated monthly bill for all District facilities identified in the attached tables, showing a breakout by facility and by specific charge or revenue source (i.e, recycling hauling, waste disposal and hauling).

The Contractor will maintain all receipts from third-party contractors or suppliers for the duration of the contract at no charge to the District. These receipts should show weights of materials recycled, revenues/trip fees, weight of materials disposed, and any other itemized charges. The District maintains the rights to audit all such documentation.

Quarterly Reports

Consistent with the Scope of Services, the Contractor will provide a comprehensive report each quarter describing recycling efforts, waste minimizing activities, waste hauling and other service levels for service at District facilities identified above.

The Quarterly Reports will include specific information reported at three levels:

- aggregated for all District facilities covered by the contract
- by facility, and
- by material managed

This level of detail provides the ability to track performance, resource efficiency, and cost savings at several levels and may also contribute to identification of improvement opportunities. The specific reporting elements and metrics, report format, and timetable for submitting the reports each quarter will be mutually agreed upon within the first six (6) months of service contract.

A draft quarterly report will be generated by the Contractor after the first three (3) months of the contract period. In this report, the Contractor will note specific data deficiencies that may prevent its ability to report data as outlined below and propose how these deficiencies can be overcome. It is anticipated that the second report, after six months of the service, will be fairly complete and establish the format for subsequent reports. Six (6) reporting elements may include (but is not limited to):

- Total plus Tonnage of waste managed
- Total tonnage of waste diverted
- Progress report on recently initiated or planned activities/programs (i.e., new recycling programs/locations, etc.)
- Destination and disposal site locations for all reported solid waste and recyclables
- Any changes on contractor circumstances (i.e., buyout/take over, bankruptcy, etc.)
- Cost of trip fees, hauling, and recyclable processing, or other cost/revenue component to be specified.
- Total cost per ton disposed (including hauling and disposal).
- Cost revenue, or savings per ton disposed, recycled, reused, reduced
- Changes to the number of hauls for recycling and disposal as measured for each location, size of container pulled
- Trend data to show increased or decreases in tonnage, based upon some predetermined baseline (previous month, average for quarter, year)
- Summary of resolved and unresolved problems or issues from previous reporting period.

It is the sole responsibility of the Contractor to collect, organizes, and reports this information in an agreed format in month six (6) of the contract period. The content of these quarterly reports will be reviewed by the Contractor and the District during regular quarterly meetings.

Meeting
District staff and Contractor staff should meet on a regular basis (at least quarterly) to discuss progress, status, and performance of services. The Contractor will be responsible for arranging and facilitating these meetings.

Pricing
The above services will be provided as part of the overall waste management contract and are not subject to separate management charges or other fees.

Assignments
Any purchase order resulting from this proposal shall not be assigned or transferred by either party without the prior written consent of the other party.

Public Inspection
The laws of the District require that at the conclusion of the selection process, the contents of all bids shall be placed in the public domain and be open to inspection by interested parties.

Disposition of Bids
All bids become the property of the District and will not be returned to the bidder.

DesMoines
PUBLIC SCHOOLS

Waste Management of Iowa "Company" is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Exhibit E
Endorsements

ADDITIONAL INSURED ENDORSEMENT

Des Moines Public Schools, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT

Non-waiver of Governmental Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and the including of the District as an Additional Insured does not waive any of the defenses of governmental immunity available to the District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity: The District shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage: The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the District.

No Other Change in Policy: The insurance carrier and the District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND NONRENEWAL ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: Des Moines Public Schools, Human Resources c/o Cathy McKay, Risk Manager, 901 Walnut Street, Des Moines, Iowa 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Successful Bidder hereby releases the District, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Successful Bidder or anyone claiming through or under the Successful Bidder by way of subrogation or otherwise, for any loss without regard to the fault of the District or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of the contract. The Successful bidder's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Successful Bidder to recover there under.

1ST Response

Save & Return

Save your progress and complete this form later. (optional)

Create an account or login

Bid/Quote/RFP#

B7151

Des Moines Public Schools
Division of Purchasing
1915 Prospect Rd., Suite 1200
Des Moines, IA 50310
Phone (515)242-7751
Fax (515)242-7550

The Des Moines Public Schools is seeking to exercise its renewal option for the above mentioned bid. This is for the contract period beginning July 1, 2017 and ending on June 30, 2018. The District reserves the option to renew the original contract with the successful bidder(s) for up to four additional years. The amount of the contract for the second through fifth years shall be negotiated at the close of each preceding year. The renewal option may not be exercised if not in the District's best interests. The contract may be cancelled by either party on 90 days written notice during the contract period.

Enclosed is a 2017-2018 Renewal Spreadsheet of your pricing detailing the items which were on this bid. We ask all suppliers to review their pricing structures prior to submitting renewal proposals on the spreadsheet. The District will again consider any program that may reduce its costs through process improvement, ordering methodology, patterns, etc. Conversely, any planned increase may require the District to employ its option to place the product category out for bid solicitation.

*New: In order to streamline the process all suppliers must submit their renewals electronically via this link. A hard copy or faxed copy will be rejected by the District. Should you need a computer the District will have one available Monday-Friday from 8:00 a.m. - 4:30 p.m. please contact us at the above number to make arrangements. Please submit the renewal within 10 calendar days and upload the 2017-2018 Renewal Spreadsheet and Certificate of Insurance if applicable.

The District appreciates your past service. We look forward to continuing our business relationship with you in the months and years to come.

Do you wish to renew for fiscal year 2017-2018? *

- [x] Yes
- [ ] No

Please confirm the Bid, Quote or RFP# you are renewing. *

B7151

Please confirm the Bid, Quote or RFP# you are terminating. *

To terminate the renewal click NEXT and complete your company information.

1 (Rules) / 2

Acknowledgement & Certification

Respondent is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Respondent may involve the presence of the Respondent's employees upon the real property of the District.

The Respondent acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Respondent further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at the District.

The Respondent hereby certifies that no one who is an owner, operator or manager of the Respondent has been convicted of a sex offense against a minor. The Respondent further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

The Respondent further certifies that the Respondent has completed a satisfactory background check on the Respondent's employees. The Respondent hereby agrees to provide the District with the Respondent's background screening procedures including specific context and infractions that are reviewed by the Respondent. The District reserves the right to, but does not have the obligation to, conduct a District background check on Respondent employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Respondent employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Respondent's background screening program at any time, whether announced or unannounced. The Respondent hereby agrees that the Respondent shall, upon request, permit an authorized District representative to review background screening records, including those of individual Respondent employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Respondent shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Respondent may engage if such engagement involves their presence upon the real property of the District.

The Respondent understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

Have you reviewed Acknowledgement and Certification Form? *

☑ Yes

2 (Rules) / 3

Form of Proposal

BIDS/QUOTES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED WILL BE RECEIVED AT THE ABOVE OFFICE UNTIL, BUT NOT LATER THAN, THE DATE AND TIME ABOVE STATED AND THEN PUBLICLY OPENED FOR FURNISHING THE FOLLOWING SUPPLIES, EQUIPMENT AND/OR SERVICE F.O.B. DESTINATION.
Mark Mattiussi, Purchasing Agent

The undersigned bidder certifies, by responding to this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency. Further, it is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 Isaiah.mcgee@dmschools.org Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C. Also the District plans to pay Seller using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that Seller accept one of these forms of payment. Finally by signing this document the Seller and their agent(s) have read, understand and will comply with the District's Acknowledgement & Certification requirements as detailed herein. Delivery shall be made between the hours of 7:30 a.m. and 3:00 p.m. at DMPS 1915 Prospect Road, Des Moines IA 50310.

Will you extend the same pricing for fiscal year 2017-2018? *

- [ ] Yes
- [x] No

Please upload the 2017-2018 Renewal Spreadsheet with your changes. *

Browse...

Copy_of_B7151_Waste_Management_Renewal.xlsx (45k) Upload Delete

Was a Certificate of Insurance requested in the 2017-2018 Renewal Spreadsheet? *

- [ ] Yes
- [x] No

Please upload a Certificate of Insurance. *

Browse...

Upload Delete

3 / 4

Company Name *

Waste Management of Iowa

Representative Name *

Sarah Bond

Representative Title *

Account Manager

Address 1 *

201 SE 18th St

City *

Des Moines

State *

Iowa

Zip Code *

50317

Phone Number *

515-202-8582

Fax Number *

5152028582

Email Address *

sbond2@wm.com

Date *

04-27-2017

In signing the Form of Proposal of the renewal document, the person signing on behalf of the Respondent hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Respondent, but has signed it knowingly and voluntarily. Also, the undersigned bidder agrees to the general terms and conditions, specifications and special terms and conditions associated with this bid.

Please use the mouse to sign this renewal. *

clear

SUBJECT TO THE TERMS AND CONDITIONS @ http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/. THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED.

CANCEL UPDATE

B7151 Waste Management & Recycling Services **2nd Renewal FY 2017-2018**

Waste Management of Iowa

Service	FY15-16	FY16-17	% Change	FY17-18	% Change
Waste Management Cost / Year	$ 147,565.54	$ 131,079.15	-11%	132,550.22	1%
Recycling Cost / Year	$ 29,064.81	$ 30,515.07	5%	33,251.28	9%
Total	**$ 176,630.35**	**$ 161,594.22**	**-6%**	**$ 165,801.50**	3%