

Contract ID: 0000000300000000000019798

Version: 0.00  
Amendment: 0

**MEMORANDUM OF AGREEMENT  
Between**

**The University of Iowa  
Iowa City, Iowa**

**and**

**Waste Management Of Iowa, Inc.  
Cedar Rapids, IA**

**THIS MEMORANDUM OF AGREEMENT** (hereinafter "Agreement") is made and entered into on August 01, 2019 by and between The University of Iowa, Iowa City, Iowa; (hereinafter "University") and Waste Management Of Iowa, Inc. 4220 Thomas Dr SW, Cedar Rapids, IA, 52404 (hereinafter "Supplier").

**RECITALS**

**WHEREAS**, it is the desire of the University to enter into an Agreement with Waste Management Of Iowa to provide The University of Iowa with services as outlined in this agreement, and

**WHEREAS**, the Supplier desires to provide, RFP 17242 Campus Recycling & Organics Disposal Services to the University in accordance with the terms and conditions as outlined in RFP 17242, and

**THEREFORE**, In consideration of the promises and the mutual covenants contained therein, the Parties agree as follows:

Unless specifically altered herein, all specifications, requirements, and terms and conditions of RFP 17242, and the Supplier's responses thereto, form the basis for and are hereby incorporated into this agreement.

**TERM**

This Agreement shall begin on or about **August 01, 2019** and remain in effect for 3 year(s) (for a total of 12 months), through and including **July 31, 2022** unless earlier terminated.

Thereafter, the Agreement may be extended for 2 additional 36 month period(s), each upon the written mutual consent of the parties, for a potential 9 year Agreement. These requests to extend the agreement must be exercised at least 30 days prior to the expiration date of the agreement.

Either Party may terminate this agreement for convenience with thirty (30) days written notice to other party.

**DESCRIPTION OF SERVICES OR PRODUCTS**

Supplier to provide recycling services and organics (composting) services to both the University of Iowa campus and University of Iowa Hospitals and Clinics (UIHC) for both regular service and special event services as described in RFP 17242.

Recycling services for campus, UIHC, and Special Events shall begin August 1, 2019 and Organics services shall begin January 1, 2020.

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Special Event Collections include but are not limited to events including home University football games services for Athletics and Parking & Transportation, student move in and move out events, etc.

Supplier shall provide any necessary software and equipment to ensure that recycling and organics weights are captured at each pickup location. Supplier shall provide invoicing and reporting details by location that meet or exceed the requirements detailed within RFP 17242.

**THE SUPPLIER AGREES TO** Provide a single point managerial-level contact for the University to coordinate all requirements; to be the point of contact for any problems/questions that may arise; meet periodically with University personnel; research information; and deliver special reports as needed or directed by the University related to RFP 17242 Campus Recycling & Organics Disposal Services.

**Suppliers Single Point Contact Person:**

**Name:** Brett Dobesh  
**Title:** Territory Manager Eastern Iowa  
**Address:** 4220 Thomas Dr. SW  
 Cedar Rapids, IA 52404  
**Email:** bdobesh@wm.com  
**Phone:** 319-423-6967

2. Comply with all applicable Federal and State laws.
3. To possess and maintain all applicable licenses necessary to conduct business in the State of Iowa.
4. Shall submit invoices to:

The University of Iowa  
 Accounts Payable Department  
 202 PCO  
 Iowa City, Iowa 52242-2500

5. Invoices must include the appropriate University purchase order on the face of each invoice submitted for payment.
6. Supplier is an independent Supplier and shall not be considered the agent or employee of the University.

**FEE STRUCTURE OR PRODUCT PRICING**

Fee Structure is detailed as follows:

Recycling Services:

Recycling Service Type	Rate per Ton
Per Ton commercial single stream recycling (SSRY)	\$330.00
Per Ton Toter SSRY	\$506.00
Per Ton Rolloff SSRY	\$360.00
Per Ton Rolloff Cardboard (OCC)	\$111.45
Special Collection Costs	\$704.00

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**Contamination Fees:** In the event contamination occurs a \$20.00 fee for contamination may apply.

**Organics Services:** *Organics services will not be fully transitioned until January 1, 2020. Special events for Athletics and Parking & Transportation shall begin on August 1, 2019. Any service areas not currently utilizing organics services that would like to be added shall be serviced August 1, 2019.*

Organics Service Type	Rate per Ton
Comprehensive Organics Services	\$250.00
Special Event Collections	\$2,438.00

Any and all reporting needs arising from the services provided herein shall be at no additional charge to the University. This includes both standard and customized reporting requests.

University's access to Waste Management programs including but not limited to Recycle Often Recycle Right campaigns shall be at no additional charge.

On the anniversary date of the Agreement, an annual increase of 3.5% shall apply to the Service Rates. A contract amendment will be formalized annually to document this increase in Service Rate.

Additional Rental rates will be added if/when compactors require replacement.

#### **Recycling extraordinary rate adjustment language (Recycling only)**

The Service Rates are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual increase of 3.5% applied to the Service Rate, the Service Rates shall, upon written request of Supplier, be further adjusted, on an interim basis, to fully capture increased costs and lost revenue associated with performance of the Collection and Recycling Services hereunder due to any one or more of the following causes:

- a) Uncontrollable Circumstances;
- b) Change in Applicable Law that is effective after the Effective Date of this Agreement;
- c) Increase in costs for disposal or Processing of Solid Waste, including Single Stream Materials;
- d) Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection and Recycling Services;
- e) Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or
- f) Other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Supplier requests a Service Rate adjustment, it shall prepare an adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Service Rates necessary to offset such increased costs/lost revenue. The University may request documentation and data reasonably necessary to evaluate such request by Supplier, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the University of Iowa shall take reasonable steps, consistent with applicable law, to protect the confidential or proprietary nature of any data or information supplied by Supplier.

Contract ID: 0000000300000000000019798

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This Agreement including incorporated addenda shall constitute the entire agreement between the Parties and shall supersede all previous agreements, written or oral. No modification or waiver of any provision shall be valid unless in writing and signed by the Parties.

In the event any portion of this Agreement is found to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain intact. That portion deemed invalid shall be amended in writing to the minimum extent necessary to be considered valid and enforceable.

The Supplier may not assign this Agreement without prior written consent of the University. The Parties agree that the term assigned includes acquisition of the Supplier by another party. Supplier agrees to provide the University with written notice of any assignment a minimum of thirty (30) business days prior to date of such event.

This Agreement shall be governed by the laws of the State of Iowa and applicable Federal law.

The University's failure to enforce provisions of this Agreement in whole or in part will not negate the Agreement or the enforcement of provisions at a future time.

The Parties are acting herein as independent Suppliers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or Supplier relationship between any of the Parties and no Party shall have the authority to bind the other Party in any respect.

**With respect to RFP 17242, the University agrees only to those exceptions identified below and only those exceptions are binding on the parties. If not addressed below, all other exceptions taken by the Supplier in responding to RFP 17242 are rejected by the University and the original RFP language is incorporated herein.**

**Bid Section #4.4.5 -- Equipment Repair:** Supplier shall be capable of repairing or replacing broken or damaged equipment, including but not limited to roll carts, dumpsters, roll offs, and compactors, as quickly as possible. In the event Supplier is unable to get unit operational within 12 hours temporary options must be in place to address service needs.. Supplier is only obligated to repair University-owned equipment if the equipment was damaged because of Supplier's negligence.

**Bid Section #4.4.14 -- Materials for Waste Reduction, Reuse, Recycling and Composting:** The Supplier shall provide resources for waste reduction, reuse, recycling, and composting outreach and education efforts for University students, faculty, staff, and visitors. It is the expectation of the University Awarded Supplier to provide University-specific educational materials, including but not limited to materials accepted posters for University waste stations, annual new student information packets, Recyclemania outreach materials, and move-out donation drive outreach materials. Supplier shall provide up to \$10,000 per contract year to support these initiatives.

**Bid Section #4.6.3—Definition of Recyclable Materials and Contamination:** Supplier shall clearly detail Supplier's definition of what is considered recyclable materials as well as what is considered contamination in the single stream collection. Supplier, at its sole discretion, may modify the definition of what is considered recyclable materials as well as what is considered contamination in the single stream collection by providing the University with advance written notice. If the definition of what is considered recyclable materials changes, the Supplier shall work with the University to update materials

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accepted posters and shall share the cost of printing new waste station posters with the University. If the definition changes it shall be formalized in the form of an official written addendum to this agreement.

**Bid Section #4.6.4—Definition of Recyclable Materials:** Supplier shall clearly detail Supplier's definition of what is considered recyclable materials in a source separated system. Supplier, at its sole discretion, may modify the definition of what is considered recyclable materials in a source separated system. If the definition changes it shall be formalized in the form of an official written addendum to this agreement.

**Bid Section #4.7.3—Definition of Compostable Materials:** Supplier shall clearly detail Supplier's definition of what is considered compostable materials as well as what is considered contamination in the organics collection. Supplier, at its sole discretion, may modify the definition of what is considered compostable materials as well as what is considered contamination in the organics collection. If the definition changes it shall be formalized in the form of an official written addendum to this agreement.

**Bid Section #4.11.6 -- Customer Service Call Response Time:** Supplier shall be responsible for returning customer service calls within two hours of receipt during regular business hours.

**Bid Section #4.12—Personnel and Staffing Changes:** All Supplier's staff salaries shall be the responsibility of Supplier.

**Bid Section # 7.12—Remedies Upon Default:** In any case where the Supplier has failed to deliver services or has delivered non-conforming services, the University shall provide a 10 day right to cure notice. If the Supplier continues to be in default, the University may terminate the Agreement for cause.

**Bid Section #7.15 -- Hazardous Material:** Supplier shall ensure that any and 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, Chapter 530. The University agrees not to deposit or permit the deposit for collection of any hazardous materials or hazardous waste. Title to and liability for any hazardous waste or hazardous materials shall remain with the generator at all times and shall not transfer to Supplier.

**Bid Section #7.26.7 \_ - Insurance Policies:** All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa, with an A.M. Best's rating of A-, VII or better. These policies shall be primary coverage. Certificates shall specify name of the project and provide that no less than 30 days notice of non-renewal, cancellation or material change shall be given to the University of Iowa. If cancellation is due to non-payment of premium, then ten (10) days' written notice shall be given.

**Bid Section #7.26.10—Insurance Policies:** The University reserves the right to send a representative to view copies of Supplier's policies and/or endorsements at Supplier's corporate headquarters.

**Bid Section #7.3.2—Most Favored Nation:** Most Favored Nation requirements shall not be applicable to this agreement.

**Bid Section #7.3.6—Termination for Convenience:** Both Parties reserve the right to terminate the resulting contract without cause by written notice 30 days out from termination. Upon receipt of such notification of "Notice of Termination," the Parties understand all services shall discontinue with respect to the applicable contract. The cost of any agreed upon services provided by the Supplier shall be calculated at the agreed upon rate prior to "Notice of Termination" and a fix fee contract shall be pro-rated as appropriate.

Contract ID: 0000000300000000000019798

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**Bid Section #7.3.9 Attorneys Fees--** This section has been stricken from the agreement and shall not be applicable.

**Bid Section #7.3.10 Intellectual Property Rights--** Supplier agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements (hereinafter "Work") developed by the Supplier solely, or with others, resulting from the performance of the Supplier's responsibilities and obligations pursuant to this Agreement are "works made for hire" and the property of the University. If for any reason the Work would not be considered a work made for hire under applicable law, the Supplier does hereby sell, assign, and transfer to the University, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. The Supplier agrees to provide whatever assistance is necessary for the University to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement. This shall only apply to Work developed by Supplier solely and exclusively for the University.

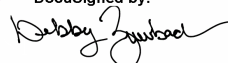
Having read and understood this Memorandum of Agreement in witness thereof, the Parties have hereunto signed this Agreement.

**THE UNIVERSITY OF IOWA**  
Purchasing Department  
202 PCO  
Iowa City, IA 52242-2500

**Waste Management Of Iowa Inc.**  
4220 Thomas Dr SW  
Cedar Rapids, IA 52404

THE UNIVERSITY OF IOWA

SUPPLIER

DocuSigned by:  
  
DFB758D54ADF4D5...



Signature

Signature

Debby Zumbach



Name

Name

Associate Vice President of Finance and Operations, Director of Purchasing and Business Services/University Shared Services



Title

Title

07/26/19



Date

Date