

GREENER RESOURCE MANAGEMENT CONTRACTING
A CASE STUDY AT THE UNIVERSITY OF WISCONSIN – GREEN BAY

by

Morgan Elizabeth Turner

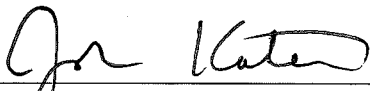
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Approved:



John Katers, Major Professor



Andrew E. Kersten, Director of Graduate Studies

Committee Members:

John Stoll

Laurie Case

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ABSTRACT

GREENER RESOURCE MANAGEMENT CONTRACTING A CASE STUDY AT THE UNIVERSITY OF WISCONSIN - GREEN BAY

Morgan Turner

Resource management contracts define scopes and service levels, identify compensation methods, and establish cost and performance benchmarks for the avoidance, collection, re-use, recycling, and/or disposal of municipal solid waste (including garbage/trash and recyclable materials). As universities seek ways to become more sustainable, some have identified resource management contracts as an area with high potential for improved environmental performance and cost savings.

This thesis documents a case study at the University of Wisconsin – Green Bay, which explored “greener” options for resource management on campus through the contracting process. During this project, the University of Wisconsin - Green Bay evaluated the current refuse and recycling removal and trash compacting services contract based on environmental and economic considerations, studied other institutions’ waste management and resource management contracts and practices, issued a request for information to potential contractors, issued bid and contract documents intended to reduce environmental impacts while maintaining economic efficiency, and contracted for waste and recyclable material management services. This project faced many challenges, which are important learning opportunities for the University of Wisconsin – Green Bay, as well as for other universities and institutions.

As other higher education institutions look for new approaches to resource management contracting, this case study will serve as a reference for analyzing resource management contracts, developing and using requests for information, drafting “greener” request for bids or request for proposals documents, and awarding and administering resource management contracts.

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CHAPTER 1 - INTRODUCTION

The purpose of this thesis is to describe resource management contract revisions the University of Wisconsin - Green Bay implemented to reduce the environmental impact from its municipal solid waste generation (including garbage and recyclables) while maintaining economic efficiency. The objectives of this thesis were:

- 1) Evaluate the University's existing refuse and recycling removal and trash compacting services contract and current practices, especially those with actual or potential environmental impacts.
- 2) Contact other universities and institutions to determine their waste management/resource management contracts or practices and identify specific best practices for inclusion in a new resource management contract at the University of Wisconsin – Green Bay.
- 3) Contact waste and resource management contractors to identify new opportunities available to the University of Wisconsin – Green Bay to reduce the environmental impact of campus resource management, improve economic efficiencies, or both.
- 4) Document the University's operational requirements, roles and responsibilities, service levels, reporting requirements, and environmental objectives.
- 5) Identify gaps between the existing service and best practices, new opportunities, and the University's requirements.
- 6) Structure new contract documents (request for bids or request for proposals) for waste and recyclable materials management to close identified gaps.
- 7) Support the bid issue and award and contract evaluation process.

The remainder of this thesis is divided into three major sections. The first section presents the problem statement, provides background information on waste, resource management, and the University of Wisconsin – Green Bay and incorporates a review of the relevant literature. The second section details the methods, from a review of the University's existing contract through the development of a new request for bids. The third and final section outlines the results of this thesis, describes the challenges of this thesis project, and includes recommendations and lessons learned from this project. The thesis report closes with a conclusion section.

CHAPTER 2 - PROBLEM STATEMENT

The University of Wisconsin - Green Bay was interested in contracting for resource management services that are cost effective and environmentally responsible by developing contract documents that included both general and specific cost and environmental considerations. The University wanted to:

- 1) develop request for proposals (RFP) or request for bids (RFB) documents to include environmental considerations,
- 2) issue these documents to contractors to solicit proposals or bids,
- 3) evaluate the resulting submittals for indicators of efficiency and sustainability to determine the optimum mix of service, cost, and efficiency,
- 4) award the resource management contract in a timely manner, and
- 5) begin the new services on or before January 1, 2014.

This thesis project allows the University to better manage the contracting process. By applying resource management concepts to waste hauling/collection contracts, the University of Wisconsin - Green Bay and other public universities can reduce the environmental impacts of waste generation.

CHAPTER 3 - BACKGROUND INFORMATION

Waste Management

According to the United States Environmental Protection Agency (U.S. EPA) and federal waste regulations, waste refers to any discarded, rejected, abandoned, unwanted or surplus matter, whether intended for disposal, incineration, or treatment or for recycling, reprocessing, or recovery. Waste may be categorized as either hazardous waste or nonhazardous waste; nonhazardous waste includes industrial waste and municipal solid waste.

Municipal solid waste (MSW) (also called “trash” or “garbage”) consists of everyday items thrown away by homes, schools, hospitals, and businesses (*U.S. EPA, 2013*). The management of MSW can result in impacts to the environment including land/space use by landfills, generation of methane gas, leaching of chemicals into ground or surface water, air emissions from waste incineration, resource and energy consumption, and consumption of fossil fuels for waste transportation and processing. The U.S. EPA encourages source reduction, recycling, and composting to reduce the amount of waste requiring disposal (*U.S. EPA, 2013*). The practice of managing waste and recyclable materials is beginning to be referred to as “resource management” to reflect the inclusion of waste reduction/avoidance and waste to energy practices in comprehensive and innovative management programs.

Solid Waste Management Hierarchy

The US EPA Sustainable Materials Management Program promotes the following solid waste management hierarchy (ranked from most desirable to least desirable) (*U.S. EPA, 2013*):

- Source Reduce and Reuse
- Recycling /Composting
- Energy Recovery
- Treatment and Disposal

The US EPA Solid Waste Management Hierarchy gives priority to source reduction and recycling over disposal based approaches. Source reduction and recycling help reduce dependence on landfills; they also conserve resources and energy and reduce pollution (such as greenhouse gases and water pollutants).

Source reduction is based on a simple idea – produce less garbage in the first place. Source reduction demonstrates a non-traditional shift of focus to prevention over consumption and convenience. Source reduction is controversial in the field of waste management and, while widely praised for its environmental and economic benefits, is less widely practiced. Source reduction is unpopular with waste management companies because they typically charge per unit of waste (tons). Therefore, as waste volumes decrease their payments decrease. However, source reduction can however reduce the volume of waste that is disposed of at a landfill or treated by other means and reduce the amount of money spent by an organization to collect, haul, and dispose of waste.

Recycling is a series of processes which includes collecting items or materials otherwise considered waste, sorting and processing these items and materials into new raw materials, manufacturing the raw materials into new products, and finally purchasing products made with recycled content. Composting is a series of processes which involves collecting food scraps and yard trimmings, combining these wastes, adding bulking agents, promoting the decomposition of organic materials, maturing to destroy pathogens, and purchasing of the final product for use as a soil amendment or plant medium.

Energy recovery converts non-recyclable materials into heat, electricity, or fuel, Waste-to-Energy (WTE) processes include combustion, gasification, pyrolysis, anaerobic digestion, and landfill gas (LFG) recovery.

Other wastes may be treated to reduce their hazardous characteristics prior to disposal. Landfilling is the most common waste disposal method and is regulated at the local, state, and federal level. Landfill gas generated by a landfill (typically methane) can be collected and used as a fuel to generate power.

Waste Management in the State of Wisconsin

Waste management in the State of Wisconsin is directed by the Wisconsin Department of Natural Resources (WDNR). Wisconsin's solid waste management program has been in place for more than 40 years. The first 20 years were spent improving the performance of solid waste facilities in the state and during this time the bulk of municipal solid waste was disposed of in landfills. In the 1990's, the State's recycling and beneficial byproduct use laws took effect and resulted in significant landfill

diversion. The WDNR licenses and permits waste facilities and activities related to the collection, transportation, treatment, and disposal of waste. The WDNR works with local governments, private industry, other organizations, and residents to promote proper waste management, reduce waste, and increase recycling and reuse (*WDNR, 2013*).

Wisconsin law prioritizes the management of solid waste according to the same hierarchy as the U.S. EPA. Wisconsin has a statewide recycling goal, mandates source reduction planning, and requires local governments to implement unit-based pricing programs. Unit-based pricing or “pay as you throw” is a system where residents pay for municipal solid waste management services per unit of waste (by weight or volume) collected rather than through a fixed fee (*U.S. EPA, 2013*). The source reduction program is implemented through county governments with State support in the form of technical assistance programs, business and industry opportunities, and programs in State buildings (*WDNR, 2013*).

Wisconsin supports a residential outreach campaign and supports a backyard Master Composter program. A waste reduction and recycling grant program has been implemented to provide cost-sharing for public and private organizations interested in innovative reduction or recycling programs. State outreach specialists also provide technical assistance to businesses and other organizations in the form of publications, newsletters, signs, videos, radio ads, and pre-kindergarten through high school educational programs (*WDNR, 2013*).

The University of Wisconsin – Green Bay

The University of Wisconsin - Green Bay is a public university with approximately 6,700 students and over 560 faculty and staff. The University's campus is located in the city of Green Bay, Wisconsin.

Since its founding in 1965, the University has maintained an environmental sustainability emphasis and has earned the nickname “Eco U TM”. University of Wisconsin - Green Bay has an active sustainability coordinator and sustainability committee who guide the University's programs and activities toward improved environmental performance. The University participates in the Association for the Advancement of Sustainability in Higher Education's (AASHE) Sustainability Tracking, Assessment & Rating System (STARS®) program and is ranked second in the system for “greenness” according to *Sierra* magazine (behind the University of Wisconsin – Oshkosh) (*Sierra Club, 2012*). The University of Wisconsin – Green Bay is also a signatory to the American College and University's Presidents Climate Commitment. As a signatory university, the University of Wisconsin – Green Bay is committed to conducting greenhouse gas inventories and implementing a Climate Action Plan including guidance for the campus to be carbon neutral by 2050. The University of Wisconsin – Green Bay is a member of the University of Wisconsin System and supported by the system's sustainability coordinator.

Purchasing Authority of the University of Wisconsin - Green Bay

The State of Wisconsin Department of Administration has an Enterprise Operations Division which includes the State Bureau of Procurement. The State Bureau of Procurement has authority for procurement for all state agencies and has delegated some of this authority to state agencies and the University of Wisconsin System Procurement Office. The system procurement office has delegated purchasing authority to individual campuses, including the University of Wisconsin – Green Bay. The department of administration has established procurement policies in its procurement manual, which all state agencies (including the university system and individual campuses) must adhere to or risk losing purchasing authority. If issues arise during the purchase of services by an individual campus, the department of administration notifies the system procurement office.

Waste Management at University of Wisconsin - Green Bay

The University of Wisconsin - Green Bay campus includes classrooms, laboratories and studios, residence halls, dining areas and kitchens, offices, event spaces, and maintenance shops. The wastes and recyclable materials generated in each of these areas vary greatly. Classrooms and offices generate paper waste, dining areas, kitchens, and event spaces generate food waste and food container waste (such as beverage containers and food packaging), and maintenance shops and on-campus construction projects generate other materials for disposal. All these streams are managed through a common contract with Waste Management, Inc. Laboratories and studios generate small

amounts of hazardous waste, landscaping activities generate yard waste, and other activities (the use of batteries and light bulbs) results in what is called “Universal Waste”. Hazardous waste and universal waste are managed under a separate contract. Yard waste is managed on-site by the University.

2007 Refuse and Recycling Removal and Trash Compacting Services Contract:

Under the refuse and recycling removal and trash compacting services contract in effect during this project, the University of Wisconsin - Green Bay is serviced by Waste Management, Inc., for solid waste collection including recyclables. Solid waste is collected from the following locations on campus: Instructional Services Building, Mary Ann Cofrin Hall, Facilities Management, Power Plant, Shop, Kress Event Center, University Union, Studio Arts, Theater Hall, Weidner Center, Wood Hall, Golf Course, and Residence Life (residence halls). A current map of the University of Wisconsin - Green Bay Campus is shown in Figure 1.

Municipal solid waste is collected from the University is transported to Ridgeview Landfill in Whitelaw, Wisconsin (approximately 35 miles from the campus). Recyclable materials are transported to a materials recovery facility (MRF) in Germantown, Wisconsin (approximately 120 miles from the campus). Figure 2 shows the location of the University of Wisconsin – Green Bay (marked with an A), the Ridgeview Landfill (marked with a B), and the MRF in Germantown (marked with a C).

Table 1 lists the locations, sizes, frequencies, and days (in bold) of waste and recyclable material pick-ups on the University of Wisconsin - Green Bay campus during

the 2011-2012 academic year under the 2007 contract and information to correlate the waste and recyclable materials activities in the table with the map in Figure 1.

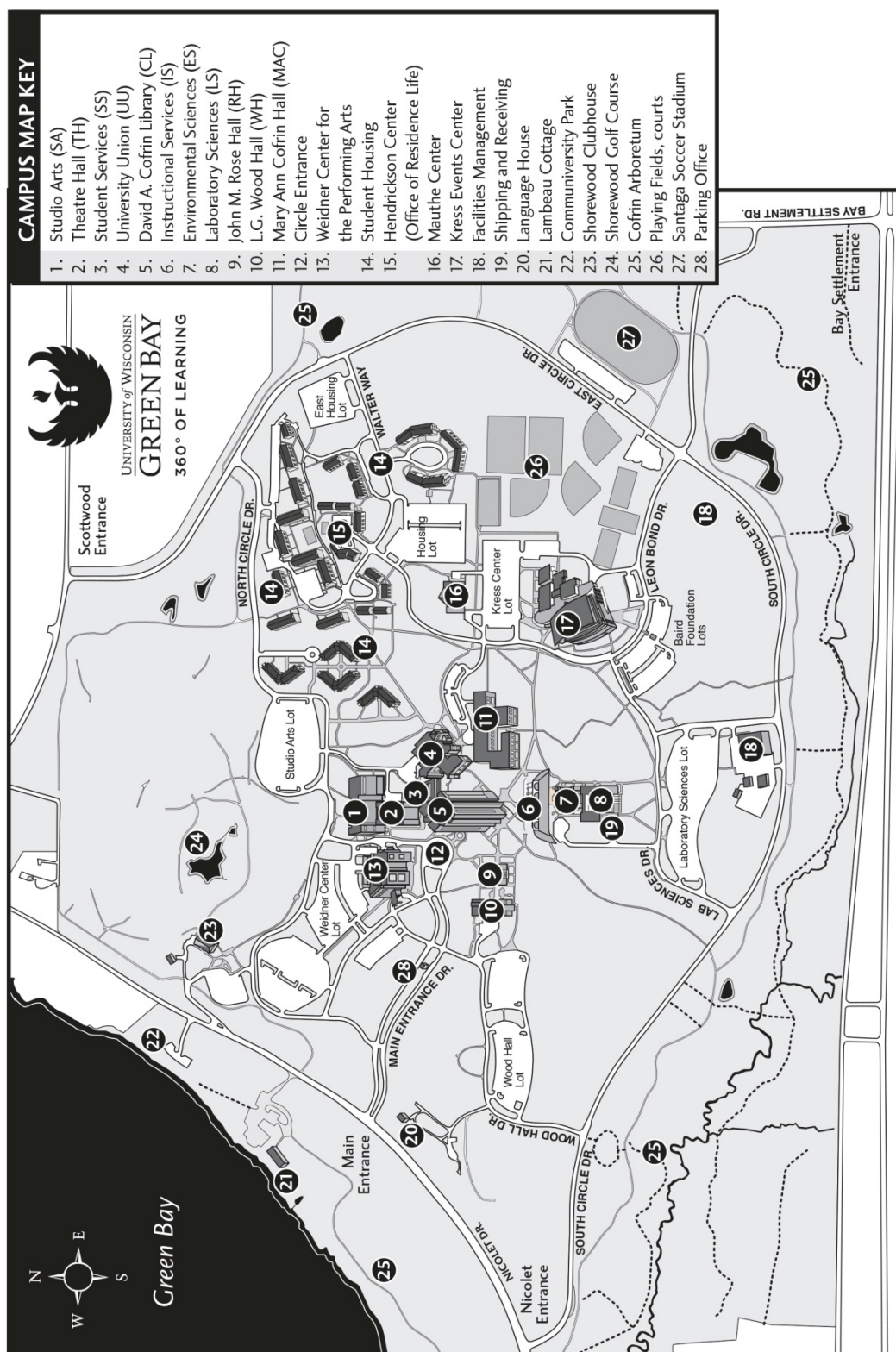


Figure 1: University of Wisconsin - Green Bay Campus Map

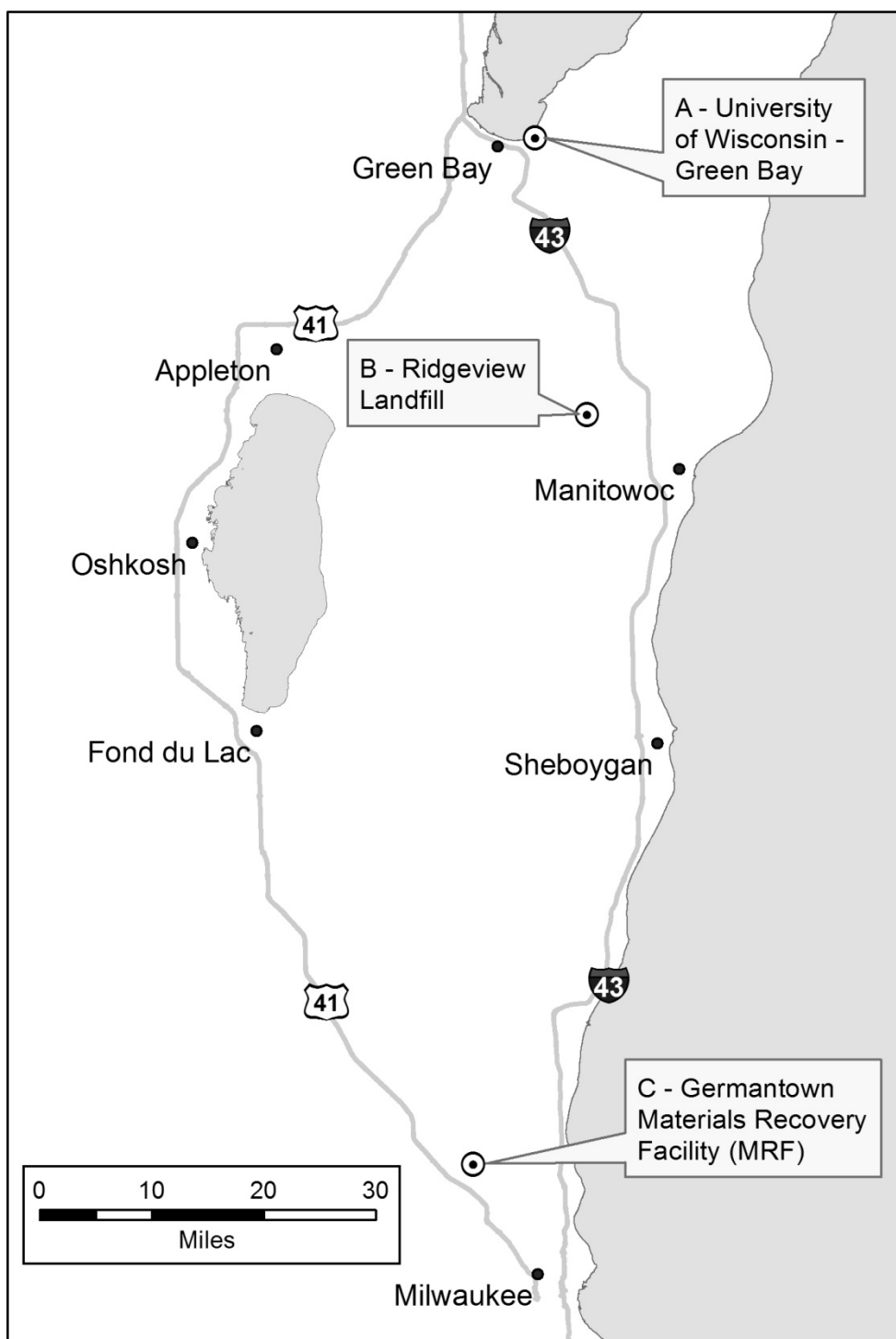


Figure 2: Map of University of Wisconsin - Green Bay, Ridgeview Landfill and Germantown Recycling Facility

Table 1: Refuse and Recycling Removal and Trash Compacting Schedule
Academic Year 2011-2012

Map Number	Building	Number and Size of Containers	Number of Pick-Ups	Pick-Up Days
6	Instructional Services	(2) 8 Yard Trash	2 / Week	S M T W R F S
6	Instructional Service	(1) 42 Yard P/C Compactor	On Call / per pull charge	
11	Mary Ann Cofrin Hall	(1) 6 Yard Trash	2 / Week	S M T W R F S
11	Mary Ann Cofrin Hall	(1) 8 Yard Single Stream	1 / Week	S M T W R F S
18	Facilities Management	(1) 8 Yard Trash	2 / Week	S M T W R F S
	Power Plant	(1) 4 Yard Trash	1 / Month	S M T W R F S
	Shop	(1) 8 Yard Trash	1 / Month	S M T W R F S
17	Kress Event Center	(1) 8 Yard Trash	2 / Week	S M T W R F S
4	University Union	(2) 8 Yard Trash	3 / Week	S M T W R F S
4	University Union	(1) 8 Yard Single Stream	1 / Week	S M T W R F S
4	University Union	(1) 42 Yard P/C Compactor	On Call / per pull charge	
1	Studio Arts	(1) 4 Yard Trash	2 / Week	S M T W R F S
1	Studio Arts	(1) 2 Yard Single Stream	1 / Week	S M T W R F S
1	Studio Arts	(3) 64 Gallon Cart	Internal Use Only	
2	Theatre Hall	(1) 6 Yard Trash	2 / Week	S M T W R F S
13	Weidner Center	(1) 6 Yard Trash	1 / Week	S M T W R F S
10	Wood Hall	(1) 4 Yard Trash	2 / Week	S M T W R F S
23/24	Golf Course	(1) 4 Yard Trash	1 / Week	S M T W R F S
23/24	Golf Course	(1) 8 Yard Single Stream	Every Other Week	S M T W R F S
14	Residence Life	(13) 8 Yard Trash	2 / Week	S M T W R F S
14	Residence Life	(9) 8 Yard Single Stream	1 / Week	S M T W R F S
14	Residence Life (Pamperin Hall)	(1) 8 Yard Trash	1 / Week	S M T W R F S
14	Residence Life (Pamperin Hall)	(1) 8 Yard Single Stream	1 / Week	S M T W R F S

As shown in Table 1, the waste and recyclable materials collection schedule varies by location. All locations (except the Power Plant and Shop) are serviced weekly for trash on Mondays and for recycling on Wednesdays. All of the buildings with exception of the University Union are serviced again for trash weekly on Thursdays; the union is serviced for trash again weekly on Fridays. The Power Plant and Shop are serviced once a month on Thursday. Some specific containers/collection points are collected on an as needed basis (for a pull charge).

Recyclable materials collection from Instructional Services and the University Union includes bales of compacted paper and cardboard. The University currently owns the compactor at Instructional Services and rents the compactor at the University Union from the refuse and recycling removal and trash compacting contractor, Waste Management, Inc.

The current contract was the result of request for bids process conducted in 2007 which resulted in a 5-year contract award to Waste Management, Inc. that expired in 2012.

2013 Resource Management Contract:

In Spring 2012, the University of Wisconsin - Green Bay was seeking to improve environmental performance and sustainability through revisions to the campus' waste management program and contracting. The University's active refuse and recycling removal and trash compacting services contract had been in place since 2007 and was set to expire in June 2012. This created an opportunity to implement improved resource

management strategies under the new contract. In order to allow for a more detailed evaluation of alternative contracting approaches and to allow the transition to a new vendor if needed, the active refuse and recycling removal and trash compacting services contract was extended three times - until December 2012 , June 2013, and then August 2013.

CHAPTER 4 - REVIEW OF THE LITERATURE

Sustainability Movement on University Campuses

Greening of higher education institutions is defined by Marianne Dahle and Eric Neumayer (2001) of the London School of Economics and Political Science as “the process of reducing the multitude of on- and off-site environmental impacts resulting from campus decisions and activities, as well as raising environmental awareness within the human communities of a college or university.” According to Turcott Cervantes et al. (2012), “it is the duty of each educational institution to generate knowledge and to generate innovation in technology to solve environmental problems, and the most important to teach by example.” Schools working toward sustainability “hope to serve as models for others, including businesses, cities, and countries, that hope to reduce their environmental impacts” (Mascarelli, 2009).

For universities around the world, improving environmental performance and becoming more sustainable has competitive and cost-saving benefits. Therefore, contracting for waste and recycling services is an opportunity to reduce a university’s ecological footprint and allocate monetary resources more effectively. The higher education sector has generated increasingly large amounts of waste as a consequence of fast expansion and hence faced spiraling costs, accelerated by the annual increase in tipping fees and related costs (Zhang, et al., 2011).

In 2008, Central Connecticut State University (CCSU) in New Britain, Connecticut, installed 1,720 recycling containers throughout campus and instituted a new system for collection and recycling of corrugated cardboard. These processes were

expected to result in the collection of approximately 100 additional tons of recyclables per year. For the 2009-2010 academic year, CCSU set a goal to increase waste reduction, reuse, and recycling systems throughout campus (*Button, 2009*).

In 2009, Michigan State University in East Lansing, Michigan, opened a 74,000 square foot Recycling Center to process recyclables from the campus' waste stream. At the time, Jennifer Sowa, the project coordinator for the Office of the Vice President for Finance and Operations, said that the university had "the same environmental footprint as 25 developing countries" and "what [MSU is] doing affects everywhere else around the world." The center allows the university to separate and bale recyclable materials on its own, rather than selling loose materials to brokers for resale which increases the profit to the university once the facility pays for itself. To support the center, the university increased the number of containers on campus and invested in signs to make it easier for students and employees to recycle properly (*Miller, 2009*).

University campuses must make decisions regarding sustainability within the complex web of technological solutions, regulations, economics, consumer behaviors, accessible and reliable information, and individual versus universal rights (*Sibbel, 2009*). Making "green" choices can pay off (in terms of enrollment) - according to the 2010 Princeton Review, more than two-thirds of prospective college freshman look at campus green rankings as a factor in college choice (*Krizek, et al., 2012*).

Environmental Footprint of Universities

As universities pursue sustainability, they can choose from a variety of metrics, ranking systems and indicators to evaluate their baseline and progress. According to Klein-Banai and Theis (2011), ecological footprint analysis has been used as a measure of sustainability since the early 1990's. Ecological footprint analysis is a measure of land and water ecosystems needed to provide resources for a given population and process the waste it produces on an annual basis. Ecological footprint analysis methodology gives more weight to waste than greenhouse gas emissions because it accounts for both the assimilation of waste and the consumption of resources (including food) (*Klein-Banai and Theis, 2011*).

In Christopher Uhl and Amy Anderson's report about a study of sustainability practices at Pennsylvania State University (2001), they report that researchers calculated 3,100 square feet of forest are required to supply the annual paper needs of a typical student and the university produces 10,000 tons of waste annually. Uhl and Anderson suggest universities reduce – or even eliminate- waste streams and work toward zero-waste systems.

Waste Generation on University Campuses

According to Armijo de Vega, et al (2008), “integrated waste management systems are one of the greatest challenges for sustainable development” and “waste management programs based on the knowledge of the waste composition and on the condition of the market for recyclables would be more successful than the ambitious

programs copied from somewhere else.” Creating a successful waste management system requires thorough understanding of the composition and quantities of waste, as well as “end of life” alternatives (markets for recyclables, landfills, incinerators, etc.).

Waste generated at a typical college campus would likely include food/organic waste, paper and cardboard, packaging, beverage containers, electronics, and clothing and textiles (*Felder et al, 2001*). According to Smyth, et al (2010), “Paper and paper products, disposable drink containers and compostable organic material represented three of the most significant material types for targeted waste reduction and recycling efforts” at the Prince George campus of the University of Northern British Columbia (UNBC). The University of Wisconsin - Green Bay has different waste streams from the residence halls, administrative offices, science laboratories, cafeteria/food services, maintenance and custodial operations, and other areas. A waste characterization study for University of Wisconsin - Green Bay campus or from a comparable campus would greatly improve waste reduction and recycling efforts, as well as the request for proposals/Bids and contracting process. According to Smyth, et al (2010) “understanding the characteristics of an institution’s solid waste stream is the first step towards enhancing the sustainability of a waste management system.”

Barriers to “Greening”

Universities face multiple challenges when they pursue green initiatives. The experiences of the universities described in Mascarelli’s article “How Green is Your Campus” clearly illustrate that “sustainability can be hard to measure” and “attaining

[sustainability], especially with competing financial pressures, doesn't happen overnight." Mascarelli quotes Amy Johns, an environmental analyst at Williams College in Williamstown, Massachusetts, who says that while financial pressures can make some projects challenging, "a lot of [sustainability projects] have a solid payback, so even in the hard financial times they can be pretty appealing."

In their research paper, Krizek et al (2012), explain that implementing sustainability practices on a university campus can be "considerably more challenging than in a corporate environment" because higher education institutions are tasked with "education, research, and service" and serve four customer bases (students, faculty, staff, and alumni). To move past the first three phases of campus sustainability (grassroots, executive acceptance of business case, and visionary campus leader) into the fourth phase (fully integrated), these authors suggest clearly defining, communicating, and fostering a sustainability culture.

In 2001, Dahle and Neumayer conducted a study of six universities and colleges in London, United Kingdom, to identify the "barriers to campus greening". According to their report, the sampled institutions had not made significant progress with the management of solid waste. Paper and cardboard recycling was being carried out to a minor extent, and these programs were not successful due to a lack of educational efforts. Two of the universities in the study had implemented programs for glass and aluminum drinking containers but abandoned them quickly when they didn't work. In the opinion of Dahle and Neumayer (2001), these observations are indicative of the low priority recycling is given. Additionally, Dahle and Neumayer found that none of the institutions had undertaken efforts to reduce solid waste through composting or source reduction.

Dahle and Neumayer identified four main areas that act as barriers to greening: financial (lack of resources), awareness (lack of education), cultural (prevalent non-environmental attitude), and urban (lack of space for storing waste/constructing efficient buildings). To overcome these barriers, Dahle and Neumayer suggest open lectures, visual means (articles in campus newspaper, on websites and through email, posters, leaflets, stickers, bins with labels, and signs), greening the curriculum, student advocates, and punishments and rewards. The University of Wisconsin – Green Bay should plan to supplement and support resource management contracts with programs to combat barriers to greening, for example by educating employees responsible for contracting and by communicating progress toward environmental goals (such as waste diversion goals).

During a study at Michigan State University in Lansing, Michigan, all of the participant populations (students, clerical/technical staff, operational staff, and faculty) voiced consistent positive general environmental attitudes and specific attitudes toward recycling, however their reported participation in recycling initiatives varied (and students appeared to participate the least). Focus group participants reported barriers to recycling on campus, including: 1) access, 2) convenience, 3) knowledge, 4) physical limitations, and 5) institutional bureaucracy (*Hansen, 2008*).

A mobile phone recycling survey conducted at universities in the United Kingdom showed that “ease of use, convenience, and incentives were key factors that prompted students to use” mobile phone recycling services. The study showed different levels of incentives elicited different levels of willingness to recycle mobile phones and cash incentives ranked number one. Providing cash incentives could be a challenge for such recycling/take back programs as they compete for monetary resources with other

campus services. Predicting the success of individual sustainability projects (such as recycling programs for distinct materials) is difficult because “there seems to be no association between recycling of other waste materials and student’s disposal actions concerning unwanted [electronics]” (*Ongondo, 2011*).

In his report about Central Connecticut State University, Button (*2009*) recommends campuses seeking to implement sustainability practices overcome barriers by 1) sharing ownership and credit for efforts with facilities division, 2) getting the support of campus administration and student leaders, 3) being patient, and 4) beating [their] own drum (publicizing successes to campus community and beyond). Uhl and Anderson (*2001*) conclude in their report that while there will be up-front costs for reducing waste, waste is also expensive and up-front investments in sustainable practice often pay off over the long term (especially considering environmental and social costs and educational benefits).

A waste separation and recycling program study at the Ensenada Campus of the Autonomous University of Baja California (UABC) found that the programs that work better are “the ones that do not depend on the work of personnel but on the participation of students and academic staff” (*Armijo de Vega, et al., 2008*). According to the report for this study, the paper and cardboard program at UABC had diverted more than six tons of waste from the main waste stream primarily thanks to the use of social marketing strategies such as prompts, commitment, and communication implemented “bottom-up” rather than “top-down” (*Armijo de Vega, et al., 2008*).

Waste Management Contracting

In the United States, nearly all waste generated by non-residential sources is handled through contractual arrangements. Contracts outline the incentives for service providers; typically compensation is awarded according to the volume of waste disposed. Under this arrangement, the generator has incentive to reduce waste quantity but the contractor benefits more as quantities of waste increase. Since these forces are working in opposite directions, progress in waste reduction is difficult. In contrast, resource management contracts are structured to “decouple the quantity of waste disposed from the contractor’s profit”. Resource management contracts provide incentives for material consumption, use, or recovery and adjust the contractor’s responsibilities to include the earliest points of a materials lifecycle (purchasing, process design, by-product management, and reuse) through disposal. Resource management contracts generate “win-win” situations for the customer and contractor. They may also set up “win-win-win” scenarios for the customer, contractor, and environment (*Ligon, et al., 2000*).

At the 1998 Solid Waste Association of North America Hazardous Materials Management Conference on Household, Small Business, and Universal Waste, Jan Kleman (1998) from the Hazardous Waste Management Section, Division of Waste Management of the Florida Department of Environmental Regulation outlined common stumbling blocks, guidelines for choosing between a request for proposals and a request for bids, and suggestions for contractor qualification criteria. According to the notes from this presentation, both request for proposals and request for bids provide guidelines, structure, and detail to the interested contractors.

Proposals can be evaluated on both cost and technical factors, whereas bids are evaluated primarily on cost. There are advantages and disadvantages to each type of contracting method, including complexity, ease of evaluation, and likelihood of contest. In a request for proposals, a customer issues a specific request for qualified contractors to provide a proposal for services. The responsive companies present relative information (including company information, compliance history, environmental policy, mission, goals, and fee structure) to a selection committee who uses predefined selection criteria (including, but not limited to, cost) to award the contract. In a request for bids, a customer issues a specific request for qualified contractors to provide a cost estimate (bid) for services. The responsive bidders use the provided bid submittal documents to calculate the line item or lump sum costs they would charge to provide these services and present this information to a selection committee who determines if the bidder was qualified to bid (typically based on insurance and financial information) and, from the qualified bidders, selects the contractor with the lowest total cost. A summary of the key differences between these two contracting approaches is shown in Table 2.

Table 2: Request for Bids and Request for Proposals Comparison

CRITERIA	Request for Bids	Request for Proposals
<i>Typically Used When</i>	Items being procured are commodities Numerous suppliers could provide the same thing	Items being procured are services or solutions Each supplier can offer potential solutions.
<i>Buyer Knows</i>	Exactly what is needed How to specify accurately	The need for a solution Evaluation criteria
<i>Decision Based On</i>	Price per item Total Price Judgmental factors (only to the extent required to determine if the goods, materials, or services meet specifications)	Best Value Cost effective solutions Judgmental factors used to determine if goods, materials, or services meet specifications, to evaluate and compare the quality of competing proposals, and to make compromises between price and quality
<i>Award</i>	Bid awarded to lowest cost responsive and responsible bidder	Negotiations are opened first with the top supplier whose proposal is most advantageous. If supplier and buyer reach agreement, the award is made. If not, negotiations are closed and then opened with the next most preferred supplier.
<i>Pros</i>	No judgmental evaluation is required beyond ensuring bids meet specifications and bid requirements Standard method of acquisition of goods and services	Allows for the consideration of factors beyond cost Promotes dialog between buyer and supplier and improves proposed solutions to meet need
<i>Cons</i>	Does not allow for consideration of other factors beyond cost	May require more time for preparation, review, and negotiation.

Margaret Walls (2005) writes in her report “How Local Governments Structure Contracts with Private Firms: Economic Theory and Evidence on Solid Waste and Recycling Contracts,” that contracting for recycling is more complicated than contracting for waste collection. Contracting for recycling has multiple objectives – reduce cost, maintain service quality, and attain recycling and waste-reduction goals. Recycling contracts must include what materials will be collected and how to compensate contractors. Walls’ study focused primarily on how waste and recycling contracts are structured, rather than how they should be structured. According to her report “writing, monitoring, and enforcing contracts is not costless” and incomplete contracts cannot be avoided (due to unforeseen events). Walls explains that local governments “have found it difficult to write comprehensive, enforceable contracts that [give] the contractor the appropriate incentives to operate efficiently” and “need to figure out how to structure contracts that will encourage cost-minimizing behavior while...motivating recycling and waste diversion.” In Walls’ study, the majority of the communities identified as “recycling success stories” used contracts that stipulated mandatory recycling requirements instead of offering financial incentives for recycling.

The City of Napa, California, proved that using request for proposals can be successful when contracting for solid waste services. The city sought competitive proposals to ensure the city would receive the best service at the best value while incentivizing recycling. The city outlined its goals for the RFP, including implementing a fair and transparent process and reaching a clear and logical contract. The city provided background information, hosted a pre-proposal conference, identified a single point-of-contact, and required contractors to sign an agreement form acknowledging their consent

to follow the request for proposals protocol. After the city received the proposals they evaluated them based on the protocol they established in the beginning (“data-driven”). The contracting process met its goals and was innovative in its use of electronic communication to reduce paper usage (*Christensen et al, 2005*).

The report by Armijo de Vega, et al (2008) also describes multi-party solid waste management initiatives. According to the report,

waste generators of the same section or sector [...] get organized and create common plans for waste management that includes common practices for the segregation of waste by type, for temporal storage, transport, and treatment...the responsibility of waste management is shared among the same section generators(*Armijo de Vega, et al., 2008*).

To achieve “sectional” or multi-party waste management plans, it is necessary to identify the quantity and characteristics of waste generated by each party. It is also helpful to implement pilot programs to detect and correct failures and/or add new practices (*Armijo de Vega, et al., 2008*).

Another approach to waste management contracting is illustrated in the report “Advancing Resource Management in Harvard University’s Facility Maintenance Operations” – Harvard University has “several contracts” for waste collection, hauling, processing, and disposal (2002). One contract covers “waste container and compactor rental and maintenance, temporary roll-off rental for construction and year-end clear-out,” this contract pays on a per ton top fee basis. Three additional contracts cover paper and cardboard recycling, container recycling, and compost services.

Harvard University’s paper and cardboard agreements are separate in order to allow them to react to the commodity prices for relevant materials. A fifth contract is

used for lab plastic recycling; a sixth is used for organic waste management. The university also incurs expenses for contract management and labor prior to contractor collection; these costs are driven by the campus layout and aesthetic and noise ordinances. It is noted that having multiple contracts provides an opportunity for cost savings, but prevents maximization of incentives for collaboration among all the contractors to increase diversion and recycling rates (*Advancing Resource Management, 2002*).

“Advancing Resource Management in Harvard University’s Facility Maintenance Operations” outlines other opportunities for cost savings and enhanced recycling, especially resource management contracting. Under resource management contracting, the University could benefit from establishing baseline cost, performance and service levels, seeking strategic input from contractors, aligning waste and resource efficiency services, establishing transparent pricing for services, capping compensation for garbage service, and providing financial incentives for resource efficiency (*Massachusetts Department of Environment, 2002*).

CHAPTER 5 - METHODS

Project Committee

To aid in the development of a new contract, an informal, ad-hoc committee was formed that included representation from University departments associated with this thesis project to advise the purchasing department on the contracting process for waste services. A complete list of the committee members and the areas they represent is included in Table 3.

Table 3: Project Committee Members

NAME	DEPARTMENT
John Katers	Professor - Natural and Applied Sciences
John Stoll	Professor - Public and Environmental Affairs
Laurie Case	Sustainability and Strategic Planning Coordinator
Linda Dupuis	Director of Institutional Support (Purchasing)
Marie Helmke	Senior Purchasing Agent

At the beginning of the project, the committee met on a regular basis to review the existing refuse and recycling removal and trash compacting services contract, information provided by other universities and institutions, and responses to the request for information and to discuss items for inclusion in the new contract. As the project progressed, regular meetings of this group were suspended, and documents were shared via e-mail for the committee members to review and provide feedback. Draft contract documents were used to collect stakeholder requirements, edited, returned for review, and collated into the final request format.

Meeting with University Departments

On May 24, 2012, the project committee met with representatives from Facilities, Residence Life, and the University Union. These representatives indicated they were satisfied with the current service, but they would be very interested in measurements. Following this meeting, these representatives were added to the project committee and received regular progress updates and documents to review. The representatives and the departments they represent are shown in Table 4:

Table 4: University Representatives

NAME	DEPARTMENT
Rick Warpinski	Director - University Union
Glenn Gray	Director - Residence Life
Paul Pinkston	Director – Facilities Management
Steve Gering	Assistant Director - Facilities Operations of Residence Life

Collaboration with and Support from University of Wisconsin System

During the contract review and development process, the project committee was in contact with and received support from the University of Wisconsin System, specifically from Eileen Norby, System Sustainability Coordinator and Solid Waste Research Program Manager. Norby provided example contracting documents and other information from previous resource management contracts at the University of Wisconsin System and other universities. Norby also reviewed draft documents created by the

project committee and provided feedback from the University of Wisconsin System perspective.

Review of Existing Contract

The University of Wisconsin – Green Bay’s existing refuse and recycling removal and trash compacting services contract went into effect on or about January 1, 2008, as the result of a bidding process conducted in the Fall of 2007. According to the request for bids, the University and contractor agreed to an initial term of one year, with the option to renew for four additional one-year periods (a total contract length of five years). This contract outlines the University’s intent to acquire all “Refuse Removal Services” from the contractor, potentially including appliance removal and containers for construction debris. The contract included a general list of recyclable materials for inclusion (metal, glass, paper, corrugated containers, plastic, wood, food waste and other waste) and stipulations regarding a reduced pick-up schedule for summer semester and University vacation breaks, as well as an increased pick-up schedule during move-in and move-out periods. The waste management contract also included standard specifications in accordance with University of Wisconsin System Department of Administration requirements.

The bid submittal for waste services under this contract was formatted on a per container basis by pick-up by frequency. For example, responsive bidders would provide a dollar amount for the collection, transportation, and disposal of materials in a four (4) yard trash container on a 1 pick-up per week basis, on a 2 pick-up per week basis, on a 4

pick-up per week basis, and finally on a 1 pick-up per month basis (and so on for six (6) and eight (8) yard containers). Bidders were also asked to provide charges for extra yardage, fuel surcharge, dumping of compactors, and for “special needs” (such as the delivery, rental, or pull and return of a six, ten, 12, 20, 30, or 40 yard container).

The bids submittal for recyclable materials services under this contract were also formatted on a per container basis by pick-up frequency. For example, responsive bidders would provide a dollar amount for the collection, transportation, processing, and marketing of the materials in a two (2) yard co-mingle container on a one (1) pick-up per week basis, on a two (2) pick-up per week basis, and finally on a one (1) pick-up per month basis (and so on for four (4) and eight (8) yard containers). Bidders were also asked to provide charges for the collection, transportation, processing, and marketing paper and cardboard materials in an eight (8) yard container on a on a one (1) pick-up per week basis, on a two (2) pick-up per week basis, and finally on a one (1) pick-up per month basis.

The 2007 contract also required quarterly reports. These reports were to include tonnage of refuse and recyclable materials collected by category by weight. The University purchasing department and sustainability coordinator have no record of these reports. These reports were provided only as requested rather than on the specified frequency. In the management of waste and recyclable materials, data (specifically quantity or volumes and type of material) is essential to quantifying environmental impact from these materials and to evaluating the success of landfill diversion, recycling, waste reduction, and other programs.

The pick-up schedule specified in the 2007 contract was to be reviewed on a regular basis and modified where improvements in efficiency were possible. Changes to the schedule were to be documented in writing. Such changes would represent continuous improvement efforts made by the contractor to assist the University in reducing its environmental impact from waste and/or in reducing costs to the University.

Adjustments to Existing Contract

The University's Sustainability Coordinator met with the current contractor to review existing services and incorporate improvements into the existing contract. During this meeting it was determined that three of the University's containers were undersized for the waste generated by the buildings these containers were serving. By rightsizing these containers, the University was able to reduce the number of weekly pick-ups by three. Over the course of a calendar year, these changes represent a nearly fifteen percent (15%) reduction in pickups (assuming a consistent schedule for the year). Additional reductions are possible with reduced service during summer and other breaks. A reduced number of pick-ups results in reduced traffic on campus which improves safety, reduces emissions from transport vehicles and can result in less wear on the waste containers and University roadways as they are handled or travelled once a week instead of twice a week.

The second change to the existing contract was related to waste reduction/diversion. The University was contacted regarding the potential to divert pre-consumer food waste from the University Union from the waste containers serviced by

Waste Management, Inc. The University had environmental and economic incentives to contract for this waste stream separately and pursued options to do so.

Collaboration with Other Institutions

In order to benefit from previous efforts by other universities and institutions, sustainability, purchasing, and other representatives from universities and other institutions within and outside the University of Wisconsin System were contacted regarding their existing resource management contracts and practices. Some of universities contacted had recently entered into new resource management agreements, others were in the contract development stages, and still others were in the middle of existing contracts.

Linda Dupuis, then Purchasing Director/Director of Institutional Support at the University of Wisconsin - Green Bay and Eileen Norby, University of Wisconsin System Sustainability Coordinator and Solid Waste Research Program Manager, also provided sample documents. Additional sample documents were obtained from the state's electronic purchasing information system for vendors and state agencies and municipalities (VendorNet). A summary of information obtained from conversations with and documents provided by these universities and other institutions is shown in Table 5 and Table 6.

Table 5: Notes from Collaboration with other Universities and Institutions – Request for Proposals (RFPs)

University/Institution: State of Wisconsin	Type of Contract : RFP Waste Management Consulting	Date: 2004
Notes: <ul style="list-style-type: none"> • Consulting services to perform analysis and make recommendations related to state's solid waste management and recycling systems (identify and recover overcharges and reduce waste-related expenses, and provide language for future contracts) • Evaluation Criteria : General Requirements, Supplier Diversity/MBE Participation Plan, Technical Requirements and Cost • Planned audits to confirm cost savings • Contractor paid percentage of refunds secured on behalf of State/savings as direct result of recommendations 		
University/Institution: University of Southern Maine	Type of Contract : RFP Waste Hauling	Date: 2012
Notes: <ul style="list-style-type: none"> • Eight (8) schedules covering waste for three (3) campuses – awarded on schedule by schedule basis (preference to minimize awards) to meet goals of management program while keeping costs down • Waste reduction goals – reduce overall waste, increase amount/quality of recyclables, discover new waste reduction opportunities, develop innovative handling methods/new outlets for materials, building community, engagement, and awareness around waste issues • Evaluation Criteria: Cost, frequency of pickups, method of on-site storage, list of accepted/excluded materials, availability of on-call pickups for summer/breaks, locations of disposition and recycling methods, ability to help meet reduction goals, and competitiveness for multiple schedules • Contractor paid per scheduled pickup and as needed, on-call per container 		

Table 5 (cont.): Notes from Collaboration with other Universities and Institutions – Request for Proposals (RFPs)

University/Institution: Montgomery County (Maryland)	Type of Contract : RFP Refuse, Recyclable Materials, Yard Trim, and Scrap Metal Collection	Date: 2009
Notes: <ul style="list-style-type: none"> • Weekly collection services to include refuse, bulk waste, recyclable material, yard trim, and scrap metal from residential units, all collection vehicles powered by compressed natural gas • Evaluation Criteria: Quality of work plan in achieving reliable/efficient services and additional performance proposed, competence/experience of key personnel, resources to achieve objectives, past performance/experience in providing similar services, and proposed price. • Contractor paid monthly service fee (summation of separate refuse collection, yard trim collection, recyclable material collection, scrap metal collection, and bulk waste collection components). 		
University/Institution: The University of Vermont and State Agricultural College	Type of Contract : RFP Waste Management	Date: 2006
Notes: <ul style="list-style-type: none"> • Waste management services to include provision of containers for 90 locations, handling/disposal of solid waste, collection and recycling of cardboard and other materials, hauling/disposal of solid waste from roll-off containers and compactors, disposal of solid waste in certified transfer station or landfill, and collection of compostable food waste • Evaluation Criteria: Proposal's embracement of the overall needs from both service and financial viewpoint, bidder's compliance with terms, conditions, and specifications, and vendor's ability to meet service and product requirements. • Contractor paid on "per ton" basis based on weight tickets– dedicated haul specified, "no co-collection" • Reporting to include weight-based or volume-based measures of trash • Pilot program for collection of commingled recyclable materials to evaluate feasibility with consideration to safety, ergonomic, and efficiency impacts to personnel • Specifications for reliability of services, partnering for continuous improvement, and waste audits • University reserves right to award in whole or in part 		

Table 6: Notes from Collaboration with Other Universities and Institutions
- Request for Bids (RFBs)

University/Institution: The University of Wisconsin – Eau Claire	Type of Contract : RFB Trash, Recycle, and Compost (Extension and addendum to 2009 contract)	Date: 2012
Notes: <ul style="list-style-type: none"> • Extension to allow stakeholders to evaluate single stream recycling • Includes food service waste composting • University charged by container size plus tipping fee for trash, per pickup for recyclable materials and compactor • Contractor responsible for suggesting equipment and schedule changes for cost savings or improved efficiency 		
University/Institution: The University of Wisconsin – Madison	Type of Contract : RFB Waste Disposal Sites (Rebid)	Date: 2012
Notes: <ul style="list-style-type: none"> • Services to include receipt of waste materials by licensed facility for disposal • University's Physical Plant Waste and Recycling Department collects and transports waste materials to disposal site • Contract term – two years with option to renew for three one-year periods • University charged by contractor on net lot total including tonnage and mileage for each waste type (original bid did not include mileage) • Contractor to provide delivery receipts/load tickets and annual activity reports 		
University/Institution: The University of Wisconsin – River Falls	Type of Contract : RFB Refuse, Recycling, and Trash Compacting Services	Date: 2012
Notes: <ul style="list-style-type: none"> • Services to include refuse, recycling, and trash compacting services • Contract Length – One year with option to renew for four one-year periods • Required single stream program – no sorting of recyclables • Contractor required to provide monthly statement of refuse and recyclables collected by category by weight • University charged by contractor based on size of containers/per pickup on weekly basis (pick-up schedule and list of container locations provided) 		

Table 6 (cont.): Notes from Collaboration with Other Universities
and Institutions - Request for Bids (RFBs)

University/Institution: Wisconsin State Fair Park	Type of Contract : RFB Garbage Hauling/Disposal Services	Date: 2010
Notes: <ul style="list-style-type: none"> • Services to include garbage, rubbish, and other refuse hauling and disposal services at the Wisconsin State Fair Park plus lease of compacting equipment and additional pick-ups during the fair (dos not include recycling) • Contract Length – One year with option to extend for three one-year periods • State Fair Park charged by contractor based on size and number of containers 		
University/Institution: Wisconsin Veterans Home	Type of Contract : RFB Waste Collection and Disposal Services	Date: 2010
Notes: <ul style="list-style-type: none"> • Services to include waste and recyclable materials collection and disposal services • Contract Length – One year with option to renew for four one-year periods • Home charged by contractor on monthly basis (pick-up schedule and list of container locations provided) 		
University/Institution: University of Wisconsin – Eau Claire	Type of Contract : RFB Trash, Recycle Materials, and Compost Service	Date: 2009
Notes: <ul style="list-style-type: none"> • Services to include collection of trash, food service waste, and comingled recyclable materials • Contract Length – One year with option to renew for two one-year periods • Contractor required to report volume/weight of waste landfilled, recyclable materials processed, and food waste composted on quarterly basis (contractor to determine method of data collection) • University charged by contractor based on container size on weekly pick-up basis, which is converted in the bid to monthly and yearly costs (pick-up schedules and lists of container locations provided, reduced service for summer and breaks) 		

Table 6 (cont.): Notes from Collaboration with Other Universities and Institutions - Request for Bids (RFBs)

University/Institution: University of Wisconsin – Whitewater	Type of Contract : RFB Refuse and Recycling Removal Services	Date: 2008
Notes: <ul style="list-style-type: none"> • Services to include refuse and recycling removal services • Contract Length – One year with option to renew for four one-year periods • Contractor required to report tonnage/weight by category of refuse and recyclable materials on a monthly basis • University charged monthly fee based on containers and schedule (pick-up schedule and list of container locations provided, reduced service for summer and breaks) 		
University/Institution: University of Wisconsin – Stout	Type of Contract : RFB Garbage/Refuse Removal	Date: 2007
Notes: <ul style="list-style-type: none"> • Services to include garbage/refuse removal (not recycling) • Contract Length – Three years with option to renew for two one-year periods • Contractor required to report weight of refuse removed on monthly basis • University charged by container size per tip based on tips per week (pick-up schedules and list of container locations provided, reduced services for summer and breaks) 		
University/Institution: Arapahoe District Library (Englewood, CO)	Type of Contract : RFB Trash Removal and Recycling	Date: 2011
Notes: <ul style="list-style-type: none"> • Services to include pick-up/removal of trash and single-stream recyclable materials for five facilities • Contract Length – One year with four possible one-year renewals • No reporting requirements • Library system charged based on weekly service to each location (converted to annual cost, pick-up schedules and container locations provided) 		

In discussions with and after review of the documents provided by these other universities and institutions, some key similarities and differences emerged. Most had entered into their contracts via a request for bids process rather than a request for proposals process. Most of the universities and institutions did not have a dedicated route or the ability to weigh/measure the actual volume of waste or recyclable materials generated at their site(s). The universities and institutions that did require monthly tonnage reporting allowed their contractor to determine how to estimate the generation and did not stipulate that the organization approve any conversion factors for volume to weight.

Some of the older contracts did not require recyclable materials services or stipulate specific disposal alternatives or landfill facilities. The contracts that used a request for bids approach treated the collection and disposal/processing of waste and recyclable materials as a task and failed to mention environmental impacts of these activities. Most of the new contracts which used a request for proposals contracting approach mentioned the organization's environmental and economic objectives and featured specific waste reduction, generation reporting, and other requirements. Three of the four contracts that used the request for proposal contracting approach specifically describe the evaluation criteria contractors would be assessed against and their criteria show a commitment to improving environmental performance while maintaining economic efficiency. It is more difficult to find direct reference to such commitments in the contracts resulting from bids.

Request for Information from Potential Bidders

In order to obtain more information about resource management practices and costs, the University issued a request for information (RFI) to potential bidders. The request for information is attached in Appendix A. A list of the bidders sent the request and a summary of their responses are shown in Table 7.

Table 7: Summary of Responses to Request for Information

NAME OF BIDDER	SERVICES AND ENVIRONMENTAL INFORMATION	COST STRUCTURE
AAA Sanitation	No Response	
City Disposal	No Response	
Deyo Disposal	No Response	
Harter's Fox Valley Disposal /Harter's Quick Clean Up and Dynamic Recycling	<p>Garbage and recycling pick up, construction roll offs, compost hauling, and large item pickup</p> <p>Garbage to Brown County Transfer Station Recyclables to Outagamie County Recycling Center</p> <p>38 garbage, recycling, and roll off trucks 6 Compress Natural Gas Trucks – goal to convert entire fleet to CNG</p> <p>Recycle co-mingled materials and cardboard/mixed paper</p>	<p>Weight tickets for reporting of refuse and recycling tonnages</p> <p>Reports available month, quarterly, semi-annual, or yearly basis</p> <p>Bill on monthly, month advance, or quarterly basis</p> <p>Invoices via email</p>
Van's Waste	<p>Roll-off and front load waste services (hauling and disposal) and recycling services (mixed paper, cardboard, single stream recycling, paper/plastic waste to energy, construction/demo debris recycling)</p> <p>Several options for final destination – likely Brown County Solid Waste Transfer Station, Brown County Recycle facility, Georgia Pacific, Sonoco US Papers, Landfill Reduction, Peterson's Compost, Sanimax, or Oneida Energy Inc. - Landfill last method for final destination</p> <p>Provide compactors</p>	<p>Roll-off loads of garbage and recycling weighed and documented with scale tickets.</p> <p>Monthly billings.</p> <p>Rates based on landfill tipping fees and recycling center charges and revenues, time and trucking distances, and fuel surcharges.</p>

Table 7 (cont.): Summary of Responses to Request for Information

NAME OF BIDDER	SERVICES AND ENVIRONMENTAL INFORMATION	COST STRUCTURE
Veolia Environmental Services	<p>Collection, transfer, transportation, disposal, and recycling services, including universal, construction, demolition, and special waste collection and disposal</p> <p>Solid waste evaluations and waste reduction projects</p> <p>Waste to Veolia ES Hickory Meadows Landfill</p>	<p>Online profiles, invoicing, and reporting services</p> <p>Pricing model available following notification of RFB</p>
Waste Management	<p>Collection, transportation, treatment, and disposal for waste (non-hazardous, special, universal, and hazardous) and recycling services (including construction waste)</p> <p>Waste to energy and landfill gas-to-energy</p> <p>Campus-wide solutions to reduce consumption, improve recycling, and reduce emissions and carbon footprint</p> <p>Move in/move out program, green student living program, sustainable event planning program, green your games program, RecycleMania, and Campus Waste Watch</p>	<p>Tonnage reports on quarterly, semi-annually, or annually</p> <p>Additional charges for roll-off containers for project work</p> <p>Consulting fees for specialty recycling programs</p>

Four of the seven resource management companies that were invited responded to the request for information (RFI). All four of these companies indicated that they could provide both waste management services and recyclable materials management services

at the University of Wisconsin - Green Bay. All four mentioned environmental impact reduction strategies ranging from collection vehicles powered by Compressed Natural Gas (CNG) to landfilling as last resort, wastes reduction projects, and specific programs to reduce emissions and carbon footprint. Of the four companies, two specifically indicated they would likely dispose of waste materials collected from the University of Wisconsin - Green Bay campus at the Brown County landfill. Information from the RFI responses was used to determine which environmental practices to require in the base contract and which to designate as optional or alternative.

All four of the firms that responded to the RFI generalized their cost structure in their submittals. Two described providing actual weights (or weight tickets) to track waste and recyclable material generation. Information about resource management cost structures was also used to structure the contracting documents so that industry standard reports and charges were included in the base contract and accounting/measurement requirements above and beyond the standard are charged separately.

Request for Proposals versus Request for Bids

Once the request for information process was complete, information was presented to the contract committee on the advantages and disadvantages of both requests for proposals (RFP) and request for bids (RFB). After comparing the request for proposals process to the request for bids process, the contract committee elected to contract using a request for bids. The contract committee elected to contract using a request for bids due to the need to contract as quickly as possible (as the contract had

already been extended several times), precedence/historical practice, and in order to avoid scrutiny from the University of Wisconsin System Procurement Office or State of Wisconsin Department of Administration (via the State Bureau of Procurement within in the Enterprise Operations Division).

Request for Bids for Resource Management Services at the University of Wisconsin - Green Bay

On July 15, 2013, the University of Wisconsin - Green Bay posted the final request for bids (RFB) to the VendorNet network. A copy of the final request for bids is included in Appendix B. A pre-bid meeting for perspective vendors was held on July 23, 2013; two potential vendors attended the meeting. Two bids were received in response to the request and opened at the University on August 1, 2013. Only one of the two responsive bidders had submitted to the University's request for information. The other three companies that replied to the request for information elected not to bid on the contract.

On September 5, 2013, the University purchasing department notified both vendors that the contract would be awarded as a split contract – waste management services to one contractor and recycling materials management to the other. The vendors had five days to protest the award prior to the final award; neither vendor protested the University's decision.

Following the notice of intent to award, the University purchasing department contacted the vendors to ask them to clarify their bid responses. Clarification was needed from both responsive vendors regarding state waste generator tax inclusions, extra

yardage definitions, pricing for an omitted dumpster size/frequency, and the decision not to bid on alternative one (dedicated hauling route) or alternative two (preferred facilities/landfill). Clarification was also needed from the vendor being awarded the recyclable materials management portion of the contract regarding compensation or rebates for recyclable materials including cardboard.

The resource management contracts were officially awarded on September 13, 2013. The incumbent vendor (Waste Management, Inc.) will continue providing waste management services, while the recyclable materials management portion of the contract was awarded to a new-to-campus vendor (Advanced Disposal). The waste management contract was set to start October 1, 2013, and the recyclable materials management contract was set to begin November 1, 2013. Both contracts are set to run “as is” for three years with two 1-year options to renew. Under the new contract, waste materials are still transported to Ridgeview Disposal Facility in Whitelaw, Wisconsin (approximately 35 miles from campus) and recyclable materials are transported to the Brown County Materials Recovery Facility (approximately 15 miles from campus). Figure 3 shows the location of the University of Wisconsin – Green Bay (marked with an A), the Ridgeview landfill (marked with a B), and the recycling facility (marked with a C).

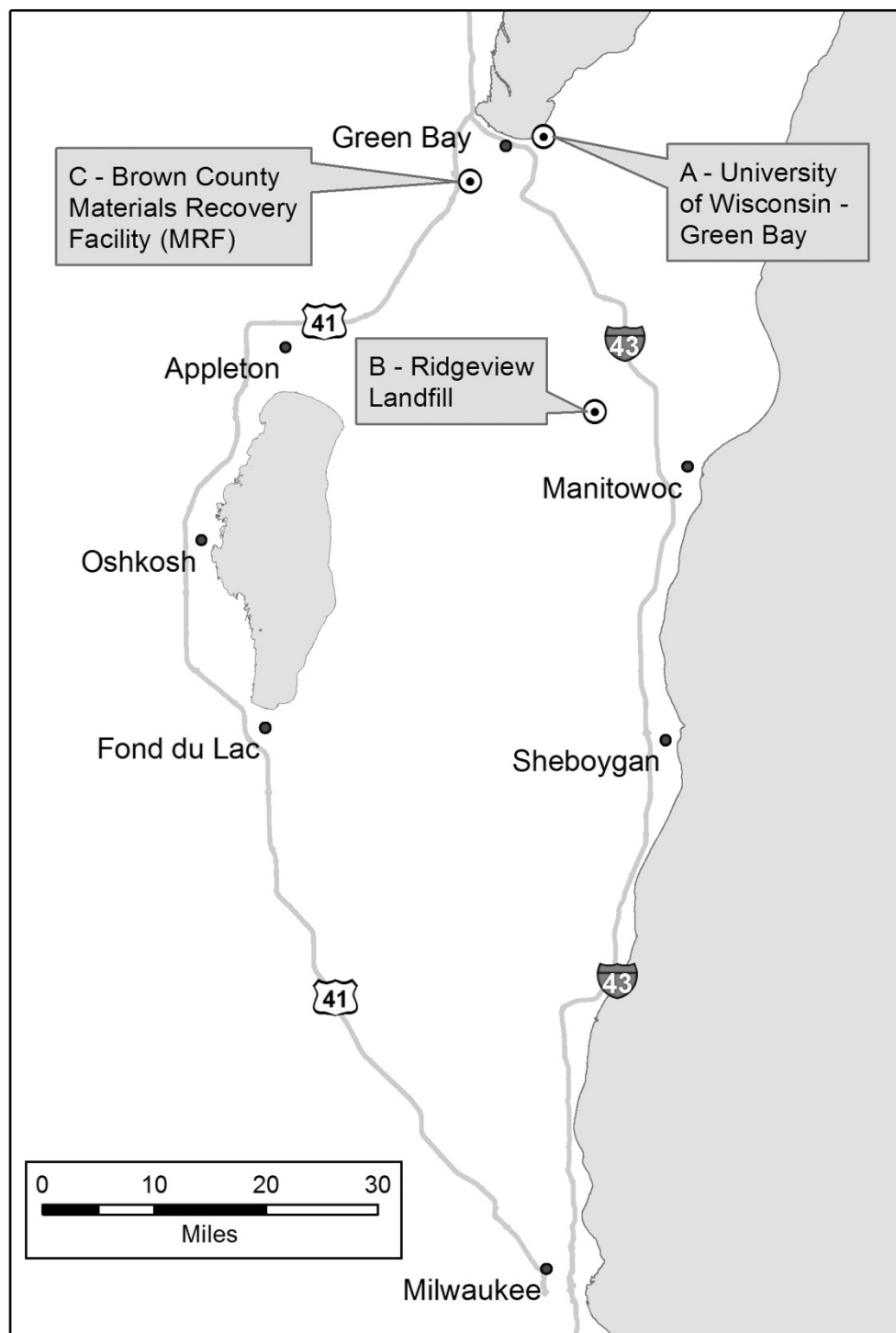


Figure 3: Map of the University of Wisconsin - Green Bay, Brown County Recycling Facility and Ridgeview Landfill.

CHAPTER 6 - RESULTS

Request for Bids and Contract for Resource Management Services at the University of Wisconsin – Green Bay

As the contract committee reviewed the existing contract, the information from other universities and institutions, and the responses to the request for information, a draft request for bids/contract was developed to capture best practices and information. The evolution of this document included multiple drafts; it was then finalized for distribution to potential bidders.

The final request for bids (which became the new contract) for resource management services at the University of Wisconsin – Green Bay incorporated a number of the best practices and environmental considerations highlighted by the review of the previous contract, collaborating with other universities and institutions, and information provided in response to the request for information. Contract documents were developed with both the University and potential contractors in mind. The contract documents follow a logical flow, include easy to follow instructions, and adhere to the state and system purchasing policies. The RFB accurately describes the current services and provides a clear roadmap for the future.

This project focused on changes to the contract with environmental or economic benefits, therefore, for the most part, other sections remained unchanged unless required by the University of Wisconsin System Department of Administration or requested by a representative from the University of Wisconsin – Green Bay.

New Environmental Considerations

The new contracting documents for resource management services for the University of Wisconsin – Green Bay included the following provisions intended to reduce the University's environmental impact.

To assist in tracking and analyzing the University's waste and recyclable materials generation, the contract specified that the contractor report waste quantities and composition by the ton on a quarterly basis and obtain University approval for any volume to weight factor or formula. The contract also required contractors to report recyclable materials generation and composition information on the same frequency in effort to assist in increasing recycling rates on campus.

To reduce fuel consumption by waste hauler, the contract specified that the contractor limit trips to campus, optimize the routes and schedules, operate under a reduced schedule during campus breaks, and utilize Compressed Natural Gas where available for hauling vehicles. Contractors were asked to provide service for larger containers on a less frequent basis than the previous schedule in order to reduce trips and conserve fuel.

The contract stipulated that landfill disposal of the University's waste is the least preferred treatment/disposal technology and that contractors should implement alternatives where possible. The contract highlighted potential alternatives as described in the United States Environmental Protection Agency's waste management hierarchy.

The new contract eliminated some services for the collection and disposal of organic waste as the University has contracted with alternative outlets for this waste stream. Pre-consumer organics from food preparation areas in the University Union are

now collected by SaniMax and transported and processed at an aerobic digester at the University of Wisconsin – Oshkosh in Oshkosh, Wisconsin (approximately 60 miles from the University of Wisconsin – Green Bay campus). As of November 2013, 16,990 pounds of organic waste had been collected from the University and diverted from the landfill. Since organics in a landfill breakdown and form methane (a greenhouse gas), diverting these organic materials has a positive impact on the University's environmental footprint. The organics collection at the University of Wisconsin – Green Bay may be expanded to include post-consumer organic waste in the future. Such expansion will require a robust education campaign.

In keeping with the resource management focus of the new contract, language was included that required the contractors to “support University's environmental goals and programs”. This was described as “providing recommendations for reducing the University's environmental impact due to waste and support programs such as, but not limited to, American College & University Presidents' Climate Commitment, College and University Recycling Coalition, and Keep America Beautiful's RecycleMania”.

The management of waste and recyclable materials involves interesting economic dynamics and can result in externalities, especially when multiple departments pay for this type of service. An externality is a cost which affects a person or group of people that did not chose to incur this cost. The departments that are financially responsible for waste services may not be the departments responsible for increased or continued waste generation. If this is the case, the waste-generating departments are benefitting from services purchased by other departments. If the departments that generate waste do not have a disincentive to doing so because the costs are incurred by another department, it

may be difficult to change practices and behaviors. The new resource management contract required bidding companies to provide line item costs for separate activities under the larger management umbrella. For example, vendors bidding on this contract had to provide fees and charges for the collection, transportation, and disposal of waste and for the collection, transportation, processing and marketing of recyclables. This information is intended to help the departments that pay for the waste services work in collaboration with those that produce waste to reduce the amount generated. Such reductions drive down costs and, in turn, improve environmental performance.

In an effort to reduce the impact of administering this contract, the specifications allowed the contractor to submit waste and recyclable reports to the University via email and stated that emails from the University to the contractor's representative are adequate to satisfy provisions of the contract requiring "written" notice. Both of these measures were intended to reduce the amount of paper used to track, verify, and otherwise manage this contract.

The University will need to monitor the actual environmental impacts to determine if the contract changes improved environmental performance as planned.

New Economic Considerations

The request for bids required contractors to line item costs for collection, transportation, and disposal or processing and marketing separately so the University can anticipate cost savings as a result of waste generation reductions. If the bids had included per ton pricing or pricing by container size, it would not be as simple to evaluate the

relationships between these pricing factors. For example, under the new line item pricing, as waste generation decreases 1) the waste containers on campus can be replaced with smaller containers which may cost less to lease, 2) the University's waste will require less space in the collection vehicles therefore allowing the contractor to collect from other locations which should reduce the University's share of the transportation fee for a particular route, and 3) there will be less waste to dispose of at the landfill so disposal (tip fee) costs would be reduced. With line item pricing, the invoices provided by the contractor should show all of these costs going down. The inverse relationship should occur with the recyclable materials. As materials are diverted in recycling streams 1) the waste containers on campus can be replaced with larger containers which may cost more to lease, 2) the University's recyclables will require more space in the collection vehicles (potentially to the point that a dedicated haul is required) which may increase the University's share of the transportation fees for a particular route, and 3) there will be more recyclable materials to process so processing/marketing costs would increase.

The transfer of costs from waste to recyclable material management represents an improvement in spending because the University's limited funding would be going toward services that align with its environmental goals (reducing landfilling and increase recycling/diversion). If the University were to incorporate waste reduction strategies into its resource management practices, both waste and recyclable materials costs would decrease which is another milestone for economic improvements through contracting. The University could theoretically eliminate or drastically reduce payments for the collection and transport of waste materials by managing them through reuse, recycling, or eliminating them altogether. If the University was paid for recycled materials, the net on

the recyclable materials management costs could theoretically be positive (profit). The University will need to monitor the actual costs of the new contract to determine if the contract changes improved economic efficiencies as planned and investigate further economic improvements before contracting again in the future.

Challenges and Barriers

This project faced many challenges described in pertinent literature about waste and recyclable materials management, contracting, and “greening” university activities. The most significant of these challenges are described below.

Sustainability does not appear to be fully integrated in practices and policies at the University of Wisconsin - Green Bay and efforts toward “greening” or reducing the University’s environmental footprint are scattered across campus. The sustainability coordinator works with student volunteers to plan events, including RecycleMania while the facilities department is responsible for energy efficiency program. The University is without a central team responsible for evaluating environmental impacts and prioritizing efforts and activities.

The University has yet to incorporate sustainability into all support functions, including purchasing. The University could leverage its purchasing power with contractors and suppliers in order to obtain services and products with reduced environmental impacts. Additionally, the facilities department is responsible for many functions that impact the environment (energy use, water use, use of chemicals, use of consumables such as toilet paper and paper towel, landscaping, etc.). There may be

opportunities for this department to reduce environmental impacts while reducing operating costs.

The lack of visual commitment to sustainability as a key goal by University administration greatly influences decisions and policies on the campus. The University administration is responsible for allocating resources (including funding and personnel) according to their priorities. If sustainability is a key goal for the University of Wisconsin - Green Bay, the University administration must play a role in communicating this goal and in supporting programs and policies intended to reduce the University's footprint.

As a public University, the University of Wisconsin – Green Bay is funded through the University of Wisconsin System and in turn the State of Wisconsin. The current economic situation has limited funding for the state, the system, and the University of Wisconsin - Green Bay. On the campus, there are many programs and departments competing for funding. Reductions in environmental impact can result in cost savings, for example waste reduction and improved energy efficiency. Likewise, some choices made in effort to reduce costs can have environmental impacts (adverse or beneficial). According to the sustainability coordinator, the majority of low-cost efforts have been completed and “substantial investments need to be made” to meet the University's emissions commitment.

In addition to the challenge presented by limited funds, procurement/purchasing rules and regulations can prevent programs from obtaining funding. The state may require a certain return on investment (ROI) for the use of state funds. In addition, the contracting process itself is very rigid and may deter campuses from drafting innovative contracts or entering consultant-like contracts with suppliers or contractors. The system

sustainability coordinator was very interested in and supportive of this project because of its potential to act as a template for other campuses. The University of Wisconsin – Green Bay purchasing department, however, felt some innovative concepts proposed during this project would draw scrutiny from the University of Wisconsin System Procurement Office or State of Wisconsin Department of Administration (via the State Bureau of Procurement within in the Enterprise Operations Division). If sustainability is a key goal for the University of Wisconsin System, the system resources and policies should reflect a consistent commitment to such a goal.

The University also struggles with student apathy. Participation on sustainability committees and in related organizations is below the optimal level and participation needs to increase in order to balance student academic responsibilities with activism and civic engagement. According to attendees at the University of Wisconsin Sustainability Conference in November 2013, this is a common challenge across the system.

Reducing the campus' environmental impact will rely heavily on reducing the incremental impact of each student and employee. Some programs require students and employees to change their behaviors or habits, for example, turning off lights, placing recyclables in the appropriate container, etc. Due to the transient nature of students at university (on average four years, potentially commuting for part of that time), programs intended to drive behaviors require constant educational outreach. The University of Wisconsin – Green Bay may enjoy a higher success rate with programs which do not rely on many individuals changing their habits, for example automatic controls for lights, water, emissions, or limited availability of materials without a recycling market (through intentional purchasing). Resource management is an example of a comprehensive

approach where individual habits are important (placing waste in appropriate container) but some choices and decisions are made in advance of the user (waste reduction efforts with suppliers and contractors) and in combination these lead to improved environmental performance.

Recommendations for Future Contracts

This project generated a number of recommendations for future contract committees at the University of Wisconsin – Green Bay as well as at other universities and institutions. There may be additional economic or environmental benefits from including waste streams omitted from the 2013 contract (hazardous, universal, medical, etc.) in future waste contracts as a holistic approach to managing these resources.

Environmental Performance Improvements

In future contracts, the University should consider instituting a sharing program for profit or cost savings. Traditionally, waste management contractors are paid per ton of waste so landfill diversion is detrimental to their bottom line. A profit or cost savings sharing program is mutually beneficial – the University advances its environmental goals (such as landfill diversion) and contractors that identify measures or practices that result in improved recycling rates or waste generation reductions are rewarded monetarily for their efforts or innovation. A profit sharing or cost savings sharing program might also be designed to include splitting or sharing of revenue from recyclable materials.

When contracting for resource management services, all environmental impacts of waste and recyclable material generation, collection, transport, processing, and disposal or marketing should be considered. The development of a process map showing all sources of waste and recyclables, the collection, transport (including fuel consumption), processing, and disposal or marketing of these materials, the purchase of new products or services using these materials, and any opportunity for the process to impact the environment (whether beneficially or detrimentally) will aid in the identification of environmental impacts and associated controls (existing or future). Since waste can be considered an “out of place resource”, it is also important to consider efforts to “close the loop” in the waste cycle – for example, by committing to the purchase of products or energy made from recycled or waste materials.

Future resource management contracts should include clear and specific lists of materials intended for inclusion – this allows the customer to design on-site programs for collection and separation (if required) of materials and for the contractor to actively identify new streams to convert from waste to recyclable as innovative technologies or new markets come on line. In order to provide a specific list of waste materials for inclusion, it is recommended that the University map all waste streams from generation to final disposition and conduct a formal waste characterization study. The stream map would help the University identify existing waste streams by type and location and the waste characterization study (which quantifies the types and quantities of waste types in a mixed stream) would improve the University’s understanding of potential opportunities to divert materials from the landfill and into preferred alternatives.

Economic Recommendations

Under traditional resource management contracts, the contractor has disincentives if waste volumes decrease (for example, through improved recycling compliance) and if the volume of recyclable materials decreases (for example, through packaging reduction initiatives). This can deter contractors from collaborating with universities and other institutions on programs aimed to improve environmental performance. There are many options for future resource management contracts to include cost saving sharing programs which become “win win” situations for the contractor and the customer. These programs reward improvements in environmental performance while fostering a collaborative relationship between the parties.

Future University resource management contracts should include provisions for payment by the contractor to the University for recyclable materials (depending on the market for such commodities). Under the 2013 recyclable materials management contract, the contractor is not required to pay the University for any of the recyclable materials because the project team was unable to determine how payments would be credited to the departments funding the waste management activities. According to the bid responses and subsequent clarification, the contractor selected to provide recyclable material management services is planning to compensate the University for single stream recyclable materials (mix of paper, cardboard, plastics, and ferrous and non-ferrous metals) at an estimated 100% of the weight of material going to the municipal recycling facility at a rate per ton of materials. This represents an unplanned economic incentive for the University to ensure recyclable materials are collected in the single stream recycling containers for collection by the contractor. The University will need to implement an

education/awareness campaign for students and employees to communicate which materials are recyclable and which collection container they should be placed into.

Other Recommendations

The new resource management contract at the University of Wisconsin-Green Bay utilized a request for bids process to select a resource management service provider for the next several years. Future resource management contracting would benefit from capitalizing on resource management contractors' expertise and experience in the industry, as well as outreach and educational opportunities that may not be clearly defined in a process that considers exclusively cost based on rigorous specifications. The request for proposals process may seem more complicated to administer, however the resulting agreement may be more flexible and foster an environment where the two parties can collaborate proactively to amend waste and recyclable materials streams, containers, schedules, final disposal or processing, and payment structure as needed.

If the University had elected to use a request for proposals to contract for resource management services, the resulting relationship would have been more aligned with the resource management approach of treating waste as a resource and the contractor as a consultant. Through the request for proposals process, the evaluation committee would have evaluated each company based on the services they could provide the University in alignment with environmental goals, while considering cost. The companies who responded to the request for information presented a spectrum of possible services. These services could have benefitted the University beyond the traditional collection, transfer,

and disposal/processing of waste and recyclable materials. One unplanned benefit of the split award is that the University will be able to recycle a wider range of materials because the contractor that was awarded the Recyclable Materials Management contract utilizes recycling facilities with expanded recycling options compared to the recycling options of the competing contractor. If the University had elected to use a request for proposals, the evaluation criteria could have favored contractors with a larger variety of acceptable recyclable materials and raised the probability of such an outcome (rather than leaving it to chance).

In addition, a request for proposals process may not have resulted in a split award (resulting in issues documented earlier); the selected contractor would have been paid for providing an overall solution to waste and recyclable materials management at the University (eliminating financial penalty for waste reduction or diversion). Working with a contractor selected via the request for proposals process would have allowed for more flexibility in the future as technologies and industry practices change because the services, schedules, and streams would not have been specified for the contract period as was required under the bid process.

Based on the bid prices provided by the responsive bidders and consistent with a provision in the contract allowing a split award, the University of Wisconsin – Green Bay elected to do so. This decision results in economic benefits because the University enjoys the lowest available cost for these services. The decision to split the award may have unintended environmental consequences. It is unclear how both of contractors will be jointly responsible for resource management services (as described in section 6.2 of the Request for Bids). Resource management services are defined by the contract to include

public relations and support of the University's environmental goals and programs. The University will need to work with both contractors to maintain efficiency, provide information to students and employees, to generate and address recommendations for reducing impacts, and to ensure progress toward other goals and programs.

The split award also eliminates an economic incentive for waste reduction efforts by the waste management contractor. Under a single contract, the waste management contractor would benefit from diverting waste to recycling streams. Under the split award (and without a cost savings program), the waste management contractor will be penalized for reductions in waste volumes (when they result reduced container sizes and number of pick-ups). Conversely, the recyclable materials management contractor will benefit from such diversions (when they add streams, increase container sizes, or increase pick-up frequencies). Due to the issues resulting from a split award, this type of arrangement is not recommended for future contracts.

As an ad-hoc group, the project committee did not have the authority or resources to select the contracting process or to dictate the contents of the final contract. The project committee was an advisory committee for the purchasing department, with whom the ultimate authority and responsibility lay. When contracting for services or goods with environmental impacts in the future, it is recommended that University administration designate a cross-functional committee with the authority and responsibility to consider potential environmental impacts during the contracting process. This team should include departments or personnel responsible for the activity related to the good or service (in this case, departments which generate waste) as well as the departments responsible for

funding the activity and the department or personnel responsible for administering the contract (typically the purchasing department).

It is further recommended that the University administration designate a central team or department with responsibility for identifying, prioritizing, and addressing all of the University's environmental impacts to improve the University's environmental performance. This central team or department should also be cross-functional and communicate regularly with University administration to improve awareness at that level. This team may decide to implement an environmental management system and even consider certifying the system, for example to the International Organization for Standardization's ISO 14001 Environmental Management Systems standard.

In granting a contracting committee or central environmental management team these authorities and supporting a holistic approach, the University administration would demonstrate commitment to improving the environmental impact of the University. By serving on these committees or teams, department representatives and other personnel would gain awareness about the impact of the University's activities and purchases. This awareness would benefit the University because these employees could use their new understanding to make "greener" choices. These incremental choices could then accumulate into large-scale reductions in impact.

At the University of Wisconsin – Green Bay, as well as at other institutions, each department utilizing or administering the resource management contract has different (sometimes competing) objectives. It is important to weigh everyone's concerns and needs, however in the end there should be a final authority on the contracting committee that can evaluate all the information and make decisions in the interest of the University

as a whole, including sustainability objectives and economic realities. Without such a resource, contracting can reach “committee gridlock” where some elements are contested by parties with opposing views while other elements are not approved nor declined because no one on the committee feels they are in a position to make decisions based on experience, knowledge, or authority.

Prior to contracting for resource management services in the future, the University of Wisconsin – Green Bay should obtain a new sampling of waste and recyclable materials management contracts from universities and other institutions both inside and outside Wisconsin and evaluate what new best practices have been included since this project was completed. The University should then determine which new or best practices can be incorporated in a new contract.

Another recommendation for future resource management contracts (and other contracts related to environmental impacts) is for the contract committee and University or institution as a whole to embrace change and strive for continuous improvement. Innovative contracts require stepping away from what is comfortable and traditional and trying new approaches. The organizational resistance to change significantly hampered the potential of the new resource management contract to generate important tangible improvements in environmental performance and economic efficiency.

Due to the length of this contract, the University of Wisconsin – Green Bay will not have another opportunity to integrate resource management techniques (such as cost saving sharing programs or new technologies) for at least another three years (as compared to a one or two year contract that would allow for modifications to the approach in less time). While a longer contract period reduces the frequency of

contracting events, the overall impact of saving time may be at the cost of environmental or economic improvements.

In the Association for the Advancement of Sustainability in Higher Education's (AASHE) Sustainability Tracking, Assessment & Rating System (STARS®) program, points are available for waste reduction, waste diversion, as well as for pre-consumer food waste composting. In the 2011 report for the program, the University of Wisconsin – Green Bay did not earn any points in these categories. Future waste and recycling materials management contracts could be structured toward the scoring requirements for these elements and could require contractor support for the STARS® program and a commitment to improving the University's scores in these areas. Since STARS® scores may be used in Sierra Magazine's "Cool Schools" rankings, increasing the University's STARS® score could improve the University's relative position. A certified environmental management system demonstrates commitment to identifying and reducing environmental impacts. Committing to sustainability aligns with the University's reputation as "Eco-U". Strong sustainability rankings and reputation may help the University attract students and faculty with academic interest in sustainability and the environment.

The key metrics for evaluating the success of a resource management contract are 1) reductions in cost (including payments for recyclable materials), 2) reductions in landfilled waste (normalized for student body size and number of employees and 3) increases in landfill diversion. In order to track these metrics, the waste and recyclable materials management contractor(s) needs to provide regular invoices and tonnage reports through the 2013 contract as well as future contracts. Additional metrics could

include STARS ® program points available for waste and recyclable material management activities. This information could be collected and analyzed by many departments on campus – all the departments that generate waste and fund waste and recyclable materials management services should have access to this information in order to make adjustments and other decisions to maintain economic efficiency while striving to continuously improving environmental performance.

CHAPTER 7 - CONCLUSION

The University of Wisconsin - Green Bay was interested in contracting for resource management services that are cost effective and environmentally responsible by developing contract documents that include both general and specific cost and environmental considerations. The University developed draft request for bids documents which included environmental considerations, issued the request for bids to contractors, evaluated the resulting submittals for indicators of efficiency and sustainability to determine the optimum mix of service, cost, and efficiency, and awarded two resource management contracts to vendors based on cost.

Due to factors discussed in this report, including the selection of the request for bids contracting process, limitations of the contracting committee, and resistance to change, the new resource management contracts do not include many innovative concepts; therefore it is unlikely the new contracts will result in drastic improvements in the University's environmental performance.

Future work is needed to evaluate the economic and environmental impacts of waste and recyclable materials management under the new contracts (in comparison to the baseline established by the 2007 contract), to plan and conduct waste stream mapping and waste characterization studies, and to petition University administration for enhanced support of environmental goals and programs.

Other universities in the University of Wisconsin System (including some who provided information during this process) have expressed interest in the outcome of this project as they evaluate their resource management practices. This project can serve as a

guide to these and other institutions to 1) determine if they are ready to incorporate environmental or economic improvements to their own contracts and programs and 2) to incorporate such improvements if they do not face the same challenges met by the University of Wisconsin – Green Bay during this project. This project can also serve as a guide for the University of Wisconsin – Green Bay during their next contracting period (for resource management or other services with significant environmental impacts).

The University of Wisconsin – Green Bay entered into two new resource management contracts during Fall of 2013. The new contracts will include revisions intended to reduce the environmental impact and improve the economic efficiency of resource management on the University's campus. While additional potential improvements were identified and considered, significant challenges limited those which could be included at this time. In the future, the University of Wisconsin – Green Bay should re-visit these and other service contracts to determine if these barriers have been removed and more work can be done to support the University's environmental objectives.

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APPENDIX A**UNIVERSITY OF WISCONSIN – GREEN BAY REQUEST FOR
INFORMATION WASTE AND RECYCLABLE MATERIALS MANAGEMENET
SERVICES**

**UNIVERSITY OF WISCONSIN – GREEN BAY
REQUEST FOR INFORMATION – RFI #GBMH 6448
RESOURCE MANAGEMENT SERVICES
THIS IS NOT AN ORDER**

TO: RETURN TO: University of Wisconsin-Green Bay
Purchasing RFI #GBMH 6448
purchasing@uwgb.edu
OR: UW-Green Bay
Purchasing, IS 1038
2420 Nicolet Dr.
Green Bay, WI 54311-7001

ISSUE DATE: September 19, 2012 PURCHASING CONTACT:
Marie Helmke, Interim Director
CONTACT INFO: purchasing@uwgb.edu or (920) 465-2598

DUE DATE: October 5, 2012 - 2:00 PM CST

INSTRUCTIONS

This Request for Information must be completed, signed, dated and returned. All correspondence must reference the RFI number. RESPONSE MUST be dated and time stamped in the Purchasing office before due date and time shown.

DESCRIPTION
<p>The University of Wisconsin-Green Bay Institutional Support (Purchasing) requests information regarding contracting with a RESOURCE MANAGEMENT SERVICES PROVIDER as per the attached document.</p> <p>NOTE: THIS IS NOT A BID OR AN ORDER. THIS IS A REQUEST FOR INFORMATION ONLY. THERE WILL BE NO PUBLIC OPENING.</p> <p>Formal bids may be requested by the University at a later date.</p>

COMPANY:

SIGNATURE: _____ DATE _____
TYPE OR PRINT NAME: _____
TITLE: _____ TELEPHONE NUMBER: (_____) _____
EMAIL ADDRESS: _____ WEBSITE: _____

UW-GREEN BAY RESOURCE MANAGEMENT SERVICES - RFI #GBMH 6448

Section 1 Introduction

The University of Wisconsin-Green Bay provides an interdisciplinary, problem-focused educational experience that prepares students to think critically and address complex issues in a multicultural and evolving world. The University enriches the quality of life for students and the community by embracing the educational value of diversity, promoting environmental sustainability, encouraging engaged citizenship, and serving as an intellectual, cultural and economic resource. UW-Green Bay website:

<http://www.uwgb.edu/>

Section 2 Purpose of the Request for Information

The University is seeking information on Resource Management Services and feedback for the eventual procurement through a Request for Bid (RFB) format.

The primary purpose of this RFI is to gather information and feedback from knowledgeable vendors that may be used in the development of this competitive procurement, eventually leading to the selection of a contractor that is best suited to meet the needs of the University. The University is looking for a resource management contractor to help optimize its solid waste and recycling services, including composting of organics, on campus.

Specifically, the University is interested in gathering information that will assist in the creation of a Request for Bid (RFB) for Resource Management Services encompassing the residence halls, student union, and academic buildings and other facilities on the University's campus.

The University may request clarifications from responding vendors for the purpose of developing an effective proposal document.

The RFI is for informational purposes only and it does not serve as a substitute for the RFB process. This RFI will not result in a contractual relationship.

Section 3 Proposed Scope

Provide resource management services, including waste and recycling collection, organic collection, hauling, and disposal services for University residence halls, student union, and academic buildings.

Provide recommendations on pick-up schedule and/or dumpster sizing to optimize efficiency and reduce hauling trips.

Provide measurement and monitoring results to University on a quarterly basis and upon request by the University (i.e. volume, weight , and composition information)

Support University's environmental goals and programs by providing recommendations for reducing the University's environmental impact due to waste and support programs such as, but not limited to, RecycleMania.

Section 4 University Waste Management Information

Current pickup locations and schedule:

Building	Number and Size of Containers	Number of Pick-Ups	Pick-Up Days
Instructional Services	(2) 8 Yard Trash	2 / Week	S M T W R F S
Instructional Services	(1) 42 Yard P/C Compactor	ONC / per pull charge	
Mary Ann Cofrin Hall	(1) 6 Yard Trash	2 / Week	S M T W R F S
Mary Ann Cofrin Hall	(1) 8 Yard Single Stream	1 / Week	S M T W R F S
Facilities Management	(1) 8 Yard Trash	2 / Week	S M T W R F S
Power Plant	(1) 4 Yard Trash	1 / Month	S M T W R F S
Shop	(1) 8 Yard Trash	1 / Month	S M T W R F S
Kress Event Center	(1) 8 Yard Trash	2 / Week	S M T W R F S
University Union	(2) 8 Yard Trash	3 / Week	S M T W R F S
University Union	(1) 8 Yard Single Stream	1 / Week	S M T W R F S
University Union	(1) 42 Yard P/C Compactor	ONC / per pull charge	
Studio Arts	(1) 4 Yard Trash	2 / Week	S M T W R F S
Studio Arts	(1) 2 Yard Single Stream	1 / Week	S M T W R F S
Studio Arts	(3) 64 Gallon Cart	Internal Use Only	
Theatre Hall	(1) 6 Yard Trash	2 / Week	S M T W R F S
Weidner Center	(1) 6 Yard Trash	1 / Week	S M T W R F S
Wood Hall	(1) 4 Yard Trash	2 / Week	S M T W R F S
Golf Course	(1) 4 Yard Trash	1 / Week	S M T W R F S
Golf Course	(1) 8 Yard Single Stream	Every Other Week	S M T W R F S
Residence Life	(13) 8 Yard Trash	2 / Week	S M T W R F S
Residence Life	(9) 8 Yard Single Stream	1 / Week	S M T W R F S
Residence Life (Pamperin Hall)	(1) 8 Yard Trash	1 / Week	S M T W R F S
Residence Life (Pamperin Hall)	(1) 8 Yard Single Stream	1 / Week	S M T W R F S

Other information

750 students reside in on-campus Residence Halls

1300 students reside in on-campus apartments

6600 total students attend the university

600 full-time employees comprised of classified staff, academic staff, and faculty

800 students are employed part-time on campus

Section 5 Questions or Clarifications

All questions or clarifications must be directed in writing via mail, fax or e-mail to Purchasing purchasing@uwgb.edu or fax: 920-465-5649.

Section 6 RFI Response Request

Response Content:

Company Information

- Introduce your organization
- Identify contact name(s) and information for questions we might have concerning your response and the services you offer.
- List any relevant web sites for your company and its offerings.
- Describe the measures your company is taking to reduce environmental impacts (include sustainability report or similar if applicable)
- Describe your company's compliance history

Company Services and Experience

- Describe services offered by your company (waste only, waste and recycling, recycling only, single stream recycling, separate stream recycling, composting only, etc.)
- Describe your experience with similar projects (universities/colleges resource management services, including composting)
- Describe projects or programs your company has participated in or supported to reduce waste or improve diversion or recycling rates (especially such programs at higher education campuses)
- Describe your measuring, and reporting capabilities (volumes, weights, visual estimates, etc.)
- Describe the final destination facilities you would consider or utilize for the University's waste and recycling streams (landfills with methane recovery, flaring, and/or electric generation, composting facilities, etc.) and associated measuring and reporting capabilities.
- Describe your company's outreach services or programs available to the University
- Provide feedback on the proposed scope of services for the RFB.
- Describe your customary pricing model any additional charges for completion of this work.

Response Format

Responses may be submitted electronically in PDF format (preferred). Your response, including page one of this document and any supplemental materials, should be returned to the address noted on page one no later than the above noted due date.

APPENDIX B

**UNIVERSITY OF WISCONSIN – GREEN BAY REQUEST FOR BIDS WASTE
AND RECYCLABLE MATERIALS MANAGEMENT SERVICES**

**State of Wisconsin
Wis. Statutes s.16.75
DOA-3070 (R08/2003)**

BIDS MUST BE SEALED AND ADDRESSED TO:

☐ Remove from bidder list
for this commodity/service.
(Return form)

AGENCY ADDRESS: UNIVERSITY OF WISCONSIN GREEN BAY PURCHASING OFFICE, IS 1038 2420 NICOLET DRIVE GREEN BAY, WISCONSIN 54311-7001	Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid #GB 6476. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award	
REQUEST FOR BID	(Continuation of text from above)	
THIS IS NOT AN ORDER	Bids MUST be in this office no later than AUGUST 1, 2013 2:00 PM CDT	
BIDDER (Name and Address)	Name (Contact for further information) MARIE HELMKE	
	Phone 920-465-2598	Date 7/15/2013
	Quote Price and Delivery FOB DESTINATION/PREPAID	
	<input type="checkbox"/> Fax bids are accepted <input checked="" type="checkbox"/> Fax bids are not accepted	

Item No.	Quantity and Unit	Description	Price Per Unit	Total			
		Waste and recyclable materials management services for the University of Wisconsin-Green Bay per the attached Specifications, Itemized Bid List, Standard Terms & Conditions and the Supplemental Standard Terms & Conditions for Procurements for Services.					
		NOTE: All late bids will be rejected. Bid that are received by another department on campus (ex. Mailroom) do not constitute receipt in the Purchasing Office and thus would be rejected if not forwarded to the Purchasing Office by the due date and time. Please state this requirement to chosen delivery carrier as some will only deliver to the campus Mailroom.					
Payment Terms		Delivery Time					
<input type="checkbox"/> We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. Does Not Apply to Printing Bids.							
<input type="checkbox"/> We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Purchasing, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.							
Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown							

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title		Phone ()
			Fax ()
Signature of Above	Date	Federal Employer Identification No.	Social Security No. if Sole Proprietor (Voluntary)

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

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INTRODUCTION

SECTION #1: SUBMITTAL INSTRUCTIONS

BIDS MUST BE DELIVERED TO:

UW-Green Bay Purchasing Office, 2420 Nicolet Drive, Green Bay, WI 54311-7001

NUMBER OF COPIES TO BE SUBMITTED:

One (1) hard copy of the completed bid, including the signed original, may be mailed, delivered by Bidder or by a third-party/courier service in a sealed envelope or package with the RFB number on the outside. One (1) copy of the bid must be submitted on CD. Bids must be received and date/time stamped prior to 2:00 p.m. CDT on the stated bid due date. Bids not so date/time stamped shall be considered late. Late bids shall be rejected.

If hand delivering: Deliver to the Purchasing Office located in the Instructional Services Building, Room 1038.

FAXED OR E-MAILED RESPONSES WILL NOT BE ACCEPTED.

RETURN ADDRESS LABEL:

Below is a label that can be taped to the outside of your sealed bid response. If returning your bid response by mail or in person, please fill out the information and tape to the outside of your bid package.

OFFICIAL SEALED BID NUMBER: GB 6476 DUE DATE: 8/1/2013 TIME: 2:00 PM CDT	
SHIP FROM:	
VENDOR NAME HERE:	
ADDRESS:	
<hr/> <hr/> <hr/>	
SHIP TO:	
UNIVERSITY OF WISCONSIN-GREEN BAY PURCHASING OFFICE 2420 NICOLET DRIVE GREEN BAY, WI 54311-7001	

SECTION #2: GENERAL INFORMATION

Conditions of bid which include the word “must” or “shall” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification, condition of bid or provide a specific item/service on the Itemized Bid List, Purchasing reserves the right to delete that specification, condition of bid or item without having to complete the bid process again. **FAILURE TO MEET A MANDATORY REQUIREMENT SHALL DISQUALIFY YOUR BID.** This contract bid document and the awarded bidder’s (Contractor’s) response information shall become the Contract.

Purpose:

The University of Wisconsin-Green Bay hereinafter referred to as the "University", through its Purchasing Office, hereinafter referred to as "Purchasing," requests bids for the purchase of waste and recyclable materials management services.

All University of Wisconsin-Green Bay departments must be eligible to purchase from this contract.

Scope:

See Specifications (Section 6) and/or Itemized Bid List (Attachment B) for the minimum acceptable specifications for items/services desired. The estimated item quantities identified on the Itemized Bid List are for bid purposes only. The University does not guarantee to purchase any specific quantity or dollar amount. This contract must not be construed as mandatory upon any University campus, State agency or municipality. The University reserves the right to issue separate awards if deemed in the best interest of the University.

Definitions:

The following definitions are used throughout this document:

- Agent means UW-Green Bay Purchasing Agent responsible for this Request for Bid. Full contact information can be found in Section 3.1.
- Bidder means a firm submitting a bid in response to this Request for Bid.
- Contractor means successful Bidder awarded the bid.
- DVB means Disabled Veteran-Owned Business.
- MBE means Minority Business Enterprise.
- RFB means Request for Bid.
- State means State of Wisconsin.
- University and UW both mean University of Wisconsin-Green Bay.
- WBE means Woman-Owned Business Enterprise.

2.3 Wisconsin Sales and Use Tax Registration:

No award can be made to a vendor who is not in compliance with Sec. 77.66 of the Wisconsin State Statutes (vendornet.state.wi.us/vendornet/wocc/certtax.asp) relating to sales and use tax certification.

If you have not established a certification for Collection of Sale and Use Tax status with the Wisconsin Department of Revenue, the University and any other state agency can not issue any purchase orders to your firm. For additional information see <http://www.dor.state.wi.us/html/vendlaw.html>

2.4 VendorNet:

The State of Wisconsin has implemented a web-based registration system called "VendorNet" to enable registered vendors to receive notice of all Official Sealed Bids/Request for Proposals (over \$50,000.00) as solicited by all state agencies.

To obtain information on the state's bidder registration, visit the VendorNet Web site at <http://vendornet.state.wi.us> or call the VendorNet Information Center (1-800-482-7813). In the Madison area, call 608-264-7898.

2.5 Orders:

Under this contract, blanket order(s) or specific purchase order(s) may be issued to the Contractor(s). Bidder should identify method by which you will accept orders against this contract (e.g. e-mail, fax, internet, mail, phone, etc.).

2.5.1 Specific order(s): issued as one-time orders.

2.5.2 Contract blanket order(s): issued for a specified period of time, to allow departmental personnel to issue releases against the Contract blanket order(s) as needed.

2.6 Campus Delivery/Pick-Up Requirements:

Delivery/pick-up requirements shall be made available to the University five days per week, Monday through Friday, during normal University business hours.

2.7 Promotional Materials/Endorsements:

Contractor agrees that they will not use any promotional or marketing material which states expressly or implies that the University endorses either the Contractor or any party related to the Contractor or this Contract.

2.8 Energy Star:

The State encourages the use of equipment which meets the Environmental Protection Agency (EPA) Energy Star™ requirements. The Energy Star Program is a voluntary contract between an Original Equipment Manufacturer (OEM) and the EPA. It is not mandatory that every device offered under this bid meet Energy Star requirements but the bulk of the product line should be energy efficient. Bidder should identify those items which meet the Energy Star requirements on the Bidder Response Sheet.

2.9 Supplier Diversity

2.9.1 Minority Business Enterprise Program (MBE)

The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The University of Wisconsin-Green Bay is committed to the promotion of minority business in the state's purchasing program.

The State of Wisconsin policy provides that Wisconsin Certified minority-owned business enterprises should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

The supplier/contractor shall furnish information at least once per year, in the format specified by the University, about its purchases (including dollar amounts) from Wisconsin certified MBEs, and additional efforts made to achieve this goal.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of the Minority Business Program, 608/267-7806. The listing is published on the Internet at:
<http://www.doa.state.wi.us/mbe/report2.asp?locid=0>

2.9.2 Woman Owned Business (WBE)

The State of Wisconsin is committed to the promotion of Woman-Owned Businesses as outlined in 560.035, Wisconsin Statutes.

The State of Wisconsin policy provides that Woman-Owned Businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Woman-Owned Businesses or by using such businesses to provide goods and services incidental to this agreement.

2.9.3 Disabled Veteran Owned Business (DVB)

The State of Wisconsin policy provides that Disabled Veteran-Owned businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to

further this policy by awarding subcontracts to Disabled Veteran-Owned businesses or by using such enterprises to provide goods and services incidental to this agreement.

SECTION #3: RFB PROCESS INSTRUCTIONS

Clarifications and/or Revisions through Designated Contact:

All communications and/or questions in regard to this request must be in writing and must reference the bid number. Bidders are encouraged to FAX or e-mail written questions to the Agent. Verbal questions, when permitted, must be directed to the Agent.

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFB, they have five (5) business days after receipt of RFB to notify, in writing, the Agent at the address shown below of such error and request modification or clarification of the RFB document. All written questions will be responded to in writing and provided to all bidders.

ADMINISTRATIVE:

Marie Helmke
UW Green Bay Purchasing Office
2420 Nicolet Drive
Green Bay, WI 54311-7001
E-mail: purchasing@uwgb.edu
PHONE 920.465.2598 -- FAX 920.465.5649

If a Bidder fails to notify the Purchasing Office of an error in the RFB document which is known to the Bidder, or which should have reasonably been known to the Bidder, then the Bidder shall submit a bid response at the Bidder's risk and if awarded a contract, shall not be entitled to additional compensation or delivery or installation time by reason of the error or its later correction.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, amendments and revisions will be provided to all recipients of this initial RFB.

Applicable Dates:

Date	Event
July 15, 2013	Date of Issue of the RFB
July 22, 2013	Written questions due
July 23, 2013 – 2:00 PM CDT	Bidder Conference/Site Visit
August 1, 2013 -- 2:00 PM CDT	RFB Due Date (Local Green Bay Time)

3.3 Parties to the Contract

The contract shall be between the State of Wisconsin, Board of Regents of the University of Wisconsin-System doing business as the University of Wisconsin-Green Bay, hereafter referred to as the “University” and the successful bidder hereafter referred to as the “Contractor” for the provision of the waste and recyclable materials management services according to the terms set forth herein.

Marie Helmke, Purchasing Manager, shall be the representative of the University responsible for the administration of the contract.

The Contractor shall provide management staff made known to the University by name to routinely review and inspect operations, personally fill staff vacancies if necessary, consult with the University on current and future waste and recyclable materials management programs and to act with full authority on the Contractor’s behalf in any and all matters pertaining to the specifications of this contract and emergency contact, including telephone numbers and email addresses.

3.4 Term of Contract

It is the intent of the University to award the contract on or before August 15, 2013 and commence the resulting services on September 1, 2013.

The contract shall be effective on the date indicated in the letter of award (anticipated August 10, 2013) and shall run three (3) years from that date, with an option of the University, and by mutual agreement of the University and the Contractor, to renew for two (2) additional one (1)-year periods subject to the State Legislature’s appropriation of funds. The contract may run for a total of 5 years.

This contract shall automatically be extended into its fourth (4th) and fifth (5th) years unless the University is notified to the contrary, in writing, by the Contractor ninety (90) days prior to the expiration of the initial and/or succeeding contract period(s) or the University notifies the Contractor in the same manner. Such renewal will be by mutual agreement of the University and the Contractor.

The University may discontinue this contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

3.5 Excused Performance

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

3.6 Pre-Bid Meeting:

A pre-bid meeting will be held at 2:00 PM, CDT, Tuesday, July 23, 2013, in the Instructional Services Building, Room 1034 to respond to questions and to provide any additional instruction to Bidders on the submission of their bid. Bidder must attend the Bidder's Conference in order for their bid to be considered for an award. Any changes to the bid as a result of the Bidder's Conference shall be issued in the form of an Amendment which will be sent to all recipients of the initial RFB.

Bidder is encouraged to visit the job site prior to submitting a bid to assure themselves and the University that they fully understand all requirements of the project. Failure to inspect adequately shall not relieve the Contractor from the necessity of furnishing services per the specifications without additional cost to the University, any materials, equipment or labor that may be required to carry out the intent of the contract. Site inspections may be conducted immediately following the pre-bid meeting.

Directions to, and a map of the campus may be located at: www.uwgb.edu/maps

Email your intent to attend the pre-bid meeting to purchasing@uwgb.edu A visitor parking pass will be emailed to you.

3.7 Oral Presentations, Product Demonstrations and Site Visits (Pre-Award)

The University, at its sole discretion, may require oral presentations, product demonstrations and/or vendor location site visits to validate information submitted with the bids. Failure of a bidder to conduct a presentation on the date scheduled or allow an on-site/vendor site visit may result in rejection of the bid. These events cannot be used as an opportunity to alter bids submitted.

3.8 Proprietary Information:

Any information contained in the Bidder's response that is proprietary must be detailed separately on form DOA-3027. Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award. Information will only be kept confidential to the extent allowed by State of Wisconsin Public Disclosure Law (refer to Standard Terms and Conditions, Section 28.0). A copy of the form needed to designate portions of your submission as proprietary can be found at: <http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc>

3.9 Reasonable Accommodations:

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations for your site visit, contact Agent.

3.10 Appeals Process:

Any protest of the University's intent to award must be based on an alleged violation of the Wisconsin State Statute or a provision of a Wisconsin Administrative Code.

No later than five working days after the date of intent to award notice, written notice of intent to protest must be received by:

The Office of the Chancellor
The University of Wisconsin-Green Bay
2420 Nicolet Drive
Green Bay, WI 54311-7001

with a copy to:

Marie Helmke, Purchasing Manager
University of Wisconsin-Green Bay
Purchasing Office, 2420 Nicolet Drive
Green Bay, WI 54311-7001

The complete protest must be received by the Chancellor and the Purchasing Agent no later than ten (10) working days after the intent to award is issued. The protest must be in writing. Protesters must make their protests as specific as possible and must specifically identify the Wisconsin State Statute and/or State of Wisconsin Administrative Code provision(s) allegedly violated.

The decision of the University regarding the protest may be appealed to the Secretary of the Department of Administration within five (5) working days after denial by the University, with a copy of such appeal filed with the University.

3.11 Method of Bid:

It is the purpose of this Request for Bid to obtain complete data (including pricing) from each bidder to enable the University to determine which bidder is best able to meet and serve all of the criteria which are to be considered in the award of this contract. To this end, each bidder shall furnish as a part of this bid a written response to all required bidder's information.

Each response to the required information shall be numbered to coincide with the bidder's information numbering and presented in the sequence listed below. The bidder's information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of bid.

Required Information:

- Name and address of operating company.
- The duration and extent of experience in the operation of Waste and Recyclable Materials Management Services.
- List a minimum of three clients of similar operations where you are providing Waste and Recyclable Materials Management Services (or have within the last

- year). Give length of time at each account, name, address and phone number of contact person in each operation.
- A list of related waste management industry and bank references with which the company is currently transacting business. If your company will require monetary assistance to operate this account, state amount required and anticipated source.
 - A description of the controls used to record client waste and recyclable materials management services performed and to support client invoices. Include sample forms.
 - A description of the invoice procedures to be used to comply with the contract specifications. Include sample forms.
 - A description, in detail, of your program of preventive maintenance and regular replacement of worn and/or malfunctioning equipment.
 - A list of the names of all of the owners of the company or principals of the corporation and requirement of two emergency phone number contacts.
 - Please include lists of approved waste and recyclable materials accepted by the bidder.
 - Other such information as the bidder deems pertinent for consideration by the University.

The University may request supplementary information as is sufficient, in the opinion of the University, to assure the University that the bidder's competence, business organization and financial resources are adequate to successfully perform the specified service.

3.12 Method of Award:

Award(s) shall be made on the basis of the lowest extended net total which is judged to be in the best interest of the University. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

3.13 Interim Award

The University reserves the right to make an interim award and to require proof of performance through a "trial" period of up to six months before awarding a final Contract. During this "trial" period, the University shall review the Contractor's performance, including invoicing requirements, to ensure complete compliance with the Contract.

If deficiencies are not remedied to the complete satisfaction of the University, the "trial" period shall be canceled and award shall be made to the next lowest responsible bidder. The final interim award decision rests with the University based upon the data it collects.

If the Contractor's performance demonstrates that the Contractor is capable of complete compliance with the contract on a continuous basis for the six-month trial period, the University shall make a final award for the contract.

SECTION #4: BIDDER QUALIFICATIONS

To be eligible for a Contract award, you must be qualified and able to provide the following as required or your bid will be disqualified (respond on "Bidder Response Sheet".)

4.1 Bidder Information:

Bidder must complete the attached Vendor Information Form (Attachment D) to identify designated contact people, to provide information regarding the size of the bidder's company, and other information as requested. All sections of this form must be completed.

4.2 Bidder Experience:

Bidder must be in the business of providing waste and recyclable materials management services and must have done so for the past five (5) years.

4.3 Client List/References:

Bidder must supply with their bid, a client list of three (3) firms to which similar services have been provided during the past three (3) years to a comparable-sized institution or company (see Attachment E). If contacted, information received from those clients will be used to determine whether bidder can reasonably meet contract requirements and specifications. Client references may be used in the award consideration.

4.4 Minimum Order:

Bids that require any minimum order quantity or dollar amount shall be disqualified.

SECTION #5: PERFORMANCE AND CONTRACT REQUIREMENTS

5.1 Firm Prices:

5.1.1 Prices must remain firm for one year from the date of the start of the contract. Prices established may be lowered due to general market conditions or negotiations between the Contractor and the University.

5.1.2 Price increase requests proposed after the first year of the initial Contract term must be received by Purchasing in writing ninety (90) calendar days prior to the effective date of proposed increase for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part or to negotiate price increase requests with the Contractor. An acceptance of the price list change will be in the form of a letter to the Contractor.

5.1.3 Price increases must be labeled with the contract number and should be submitted in the same format as the original Itemized Bid List. Any price

increase requested that is not submitted in the proper format may be rejected.

- 5.1.4 Contractor should promptly notify Purchasing of new or discontinued services.

5.2 On Site Service:

In carrying out the scope of this Contract, the Contractor shall be required to perform services on University property. Bidders cost must include all transportation charges.

5.3 Requirements for Criminal Background Checks

The Contractor must warrant that they will only assign employees who have passed a criminal background check to perform work under this contract. The background checks must demonstrate the worker has no convictions or pending criminal charges that would render the worker unsuitable for regular contact with children. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

5.4 Permits, Licenses & Bonds

The Contractor shall be financially responsible for obtaining all required permits, licenses and bonding to comply with pertinent Board of Regents, University of Wisconsin regulations and municipal, county, state and federal laws and shall assume liability for all applicable taxes including, but not limited to, sale and property.

5.5 Affirmative Action Plan

As a state agency, the University requires contractors issued a purchase order exceeding \$50,000 to provide an Affirmative Action Plan. Failure to comply appropriately with these requirements can lead to your company being banned from doing business with any agency of the State of Wisconsin. Additionally, failure to comply can result in termination of this contract, or withholding of payment. On Bidder Response Sheet, please provide the requested information. For additional information see Section 19.0 of the Standard Terms & Conditions of Bid. Some exceptions may apply and instructions for completing a plan are available upon request.

5.6 Additional Services:

Similar services may be added to this Contract provided it was mutually agreeable to both the Purchasing Office and the Contractor. Scope of work and pricing (including discounts) must be consistent with the current contract items/services.

5.7 Invoicing Requirements:

5.7.1 Invoices for Purchase Orders:

Contractor must agree that all invoices shall reflect the discounts and net prices established for the services on this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each order.

The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt of properly submitted invoices by University Accounts Payable. Before payment is made, Accounts Payable must verify that all invoiced charges are correct per this Contract. Only properly submitted invoices will be officially processed for payment. The Prompt Payment Policy requires that your invoices be clear and complete and in conformity with the list below and must be itemized showing:

Contractor name
Remit to address
Purchase order number
Complete service description identical to those stated in bid
Prices per the Contract

The original invoice must either be sent to UW-Green Bay Accounts Payable, 2420 Nicolet Drive, Green Bay, WI 54311-7001 or emailed to accountspayable@uwgb.edu

5.8 Payment Terms

Payment will not be made until the service is determined to meet all specifications and has been accepted by the University of Wisconsin-Green Bay. The University will pay the Contractor Net 30 days as accepted by the University.

5.9 Performance Meetings

The Contractor Representative must be available to meet as required with the University's Contract Administrator to evaluate contract implementation and performance and to identify continuous improvement.

5.10 Subcontracting:

5.10.1 Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by Purchasing. Upon request Contractor must provide Subcontractor's complete contact information including EIN# (TIN#, SS#) and signed W-9 form.

5.10.2 The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. University reserves the right to assess Contractor Liquidated Damages in excess of the contract amount for Subcontractor's failure to perform or inability to complete required project milestones.

5.10.3 Subcontractors must abide by all terms and conditions under this Contract.

5.10.4 If Subcontractors are to be used, the Contractor must clearly explain their participation prior to commencing work.

5.11 Contract Termination

5.11.1 The University may terminate the Contract at any time, without cause, by providing 90 days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.

5.11.2 The University may cancel this contract for breach, as determined by the University, and shall provide the Contractor ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangement made to correct, the University may cancel the contract by giving sixty (60) days notice in writing by registered or certified mail or its intention to cancel this contract. Performance failure (breach) can be defined as, but not limited to, failure to comply with environmental or safety regulations and laws, insufficient insurance coverage, failure to provide required period statements, failure to enforce required standards of sanitation or the quality of service in unsatisfactory to the University (including, but not limited to: timeliness, safety, costs and community relations). This may include any cessation or diminution of service, including, but not limited to: failure to maintain adequate personnel, whether arising from labor disputes or otherwise any substantial change in ownership or proprietorship of the Contractor which in the opinion of the University is not in its best interest, or failure to comply with the terms of this Contract.

Should the University breach any terms or provisions of this contract, the Contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangement be made for corrections, the Contractor may cancel the contract by giving sixty (60) days notice, in writing, by registered or certified mail of its intention to cancel this contract.

5.11.3 If at any time the Contractor performance threatens the health and/or safety of the University, its staff, students or others who may be on campus, the University has the right to cancel and terminate the Contract without notice.

5.11.4 Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Standard Terms and Conditions, Section 22.0, the University has the right to cancel and terminate the Contract without notice.

5.11.5 If at any time a petition in bankruptcy shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, the University has the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this contract by giving ten (10) calendar days notice in writing of such termination.

5.11.6 All notices of performance failure must be submitted in writing to UW-Green Bay Purchasing, 2420 Nicolet Drive, Green Bay, WI 54311-7001. Purchasing shall be final authority for all performance failure determinations not resolved through the ordering department.

5.12 Performance Bond or Irrevocable Letter of Credit

The Contractor may be required to furnish a performance bond in the amount of \$10,000. Such bond must be furnished upon notification by the University and prior to contract award.

In lieu of the performance bond, the Contractor may provide an irrevocable letter of credit naming the University of Wisconsin-Green Bay as beneficiary. The irrevocable letter of credit shall be in the amount specified for the performance bond and the format content required by the University. The performance bond or irrevocable letter of credit shall be furnished by a company licensed to do business in the State of Wisconsin.

The performance bond or irrevocable letter of credit shall be for the entire contract period. The performance bond or letter of credit shall provide that in the event of non-renewal, the University and the Contractor shall be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract.

In the event of non-renewal, the Contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University's receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.

Failure to provide the bond or irrevocable letter of credit within twenty-one (21) days of notification of award may result in cancellation of contract award.

5.13 Insurance

The Contractor shall maintain insurance levels as required in the Standard Terms & Conditions, Section 22.0. A certificate of insurance must be provided upon request and be provided on an annual basis throughout the term of the Contract. The Certificate must be issued by an insurance company licensed to do business in the State of Wisconsin and signed by an authorized agent.

The Contractor shall add: "The Board of Regents of the University of Wisconsin System, its officers, employees and agents" as an additional insured under the commercial general

and Contractor's liability policies. The Certificate holder shall be listed as the University of Wisconsin-Green Bay.

Coverage & Minimum Limits

Coverage	Minimum Limits
Worker's Compensation (WC)	Required – No Exceptions
Commercial General Liability	\$1,000,000
General Aggregate Including Product & Completed Operations	\$2,000,000
Automobile Liability (including hired-non-owned) Combined Single Limit	\$1,000,000
Contractor's Pollution Liability (with 1-yr extended reporting period)	\$1,000,000
Each Occurrence	\$2,000,000
Aggregate	

Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The Contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products or money resulting from any cause including that of subcontractors and shall not penalize the University for any losses incurred related to this contract.

These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to the University of Wisconsin-Green Bay Purchasing Office, 2420 Nicolet Drive, Green Bay, WI 54311, before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of three (3) years and shall be extended by the Contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

In the event of non-renewal, cancellation or expiration, the Contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. In the event the Contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.

The Contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin-System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the Contractor, its agents, employees or subcontractors.

5.14 Management and Labor

The Contractor shall furnish all management and labor necessary for the efficient, sanitary and economically sound operation of the Waste and Recyclable Materials Management Services included in this contract, subsequent extensions and amendments.

5.15 Personnel, Employment Practices & Staffing

Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment and compensation of payment of personnel.

5.16 Liability

During the course of performing the services necessary to satisfy the requirements of this bid, the Contractor is fully liable for public and private protection while work is in process or at any disposal site exposed as a potential hazard. The Contractor shall have the full responsibility for the costs of any damage or loss to its equipment or premises and equipment of the University caused by the negligence of the Contractor or its employees.

5.17 Record and Audit

The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.

The University shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall retain all applicable documents for a period of not less than five (5) years after the final contract payment is made. The University reserves the right to inspect any facilities used to support this Contract.

5.18 Entire Contract

A contract will be awarded based on the criteria established in this Request for Bid, including attachments and any amendments issued. The RFB, the bid response, and written communications incorporated into the contract constitute the entire contract between the parties. The hierarchy of documents in descending order for resolution is as follows:

- A. Contract Award Letter
- B. Original Request Bid #GB 6476, dated July 15, 2013, including amendments/ attachments
- C. Bidder response to RFB.
- D. Official Purchase Order (when applicable)

Any other terms and conditions provided by the Bidder with the bid or for future transactions against this contract or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the UW-Green Bay Purchasing Department. Any exceptions to this RFB should be

submitted with your response and alternative language proposed. Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the bid response as an attachment. Each deviation and exception must be identified by the section, page and paragraph to which it applies. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.

Submitting a standard Bidder contract or term and condition as a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the bid.

The University reserves the right to negotiate contractual terms and conditions or reject the Bidder's response and proceed to the next qualified bidder.

SECTION #6 SPECIFICATIONS

SPECIFICATIONS OF SERVICES TO BE PROVIDED:

See Specifications (Section 6) and/or Itemized Bid List (Attachment B) for the minimum acceptable specifications for the services desired. If you are bidding alternate services, provide complete specifications, documents and materials showing performance features and details for the services you propose to furnish for the services being bid.

Failure to provide information for services bid may disqualify your bid. The University will be the sole judge of equivalent acceptability between Bidders responses.

Specifications may not be revised without an official written amendment issued by Purchasing.

6.1 Waste & Recyclable Materials Management Services

The Waste and Recyclable Materials Management Services program described in this contract shall fulfill the needs of approximately fourteen (14) locations on the campus of the University of Wisconsin-Green Bay. The terms and obligations of this contract shall be applicable to Waste and Recyclable Materials Management Services operated in various and separate locations of the University (ex. Residence Life, University Union, etc.), including those locations leased by the University to tenants in which Waste and Recyclable Materials Management Services shall be required. Lessor of space to the University may reserve the right to determine the extent that Waste and Recyclable Materials Management Services shall be provided under this contract on their premises.

It is specifically understood and agreed that such items relative to Waste and Recyclable Materials Management Services which are not herein covered may be added or excluded from this bid and resulting contract by the University without voiding in any manner the provisions of the existing contract. Such additional or deleted coverage shall be

furnished to the University by the Contractor with such additional consideration as is necessary to make it legally enforceable. It is the intent of the University to allow the Contractor first right of refusal for all Waste and Recyclable Materials Management Services.

The Contractor shall support the University's efforts to reduce the environmental impact (primarily paper consumption) when administering this contract. Emails from/to the University to/from the Contractor's representative are adequate to satisfy provisions of the contract requiring "written" notice.

6.2 Resource Management Services

6.2.1 Public Relations

Recognizing that the successful performance of this contract is dependent on favorable response from the users, the Contractor shall meet regularly with the Contract Administrator and/or authorized representatives from the Sustainability, Residence Life, University Union and Facilities Management departments to affect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with the students, faculty and staff.

The Contractor will work with the University to provide service-oriented information to students and employees and will work with the University to communicate any service changes. The Contractor shall communicate the specifics of the waste and recyclables collection program, including a listing of what materials can go into the recycling bin, preparation requirements, instructions on what students and employees are to do with items that do not fit in the waste containers, etc.

6.2.2 Environmental Goals & Programs

The Contractor shall become familiar with and support (facilitate, improve and otherwise aid) the University's environmental goals and programs. The Contractor shall provide recommendations for reducing the University's environmental impact due to waste and support programs such as, but not limited to, RecycleMania (a program from the US-EPA); for more information go to <http://recyclemaniacs.org/>, WasteWise program (College & University Recycling Coalition (CURC) and Keep America Beautiful (KAB).

The Contractor shall support the University's efforts to implement new waste and recyclable material streams as new disposal and recycling options become available to the Contractor. Changes to the waste and recyclable materials included in this contract shall be agreed upon by the University and the Contractor a minimum of two weeks prior to implementation.

6.3 University Waste Collection, Transportation and Disposal Services

This contract includes the following waste streams:

Municipal solid waste (or trash) generated by University students, faculty and staff at campus academic buildings, offices, residence halls and other buildings, including, but not limited to:

Carbon paper, waxed paper and containers, paper with food waste, candy wrappers, paper cups, photographs, bathroom waste paper, facial tissue, plastic bottles with #3 - #7 on the bottom, yogurt and cheese containers, plate and window glass, clay, ceramic, ovenware, nails, screws, etc.

This contract does not include the following waste streams:

- Pre-Consumer Food Waste from the University Union (the University will be contracting separately for organics collection and disposal services.)
- Hazardous, medical and universal wastes are collected under a separate, mandatory State contract.
- Yard materials/waste is handled by University staff.
- Electronics collected and disposed of under a separate contract.

The Contractor shall support the University's efforts to divert waste from landfill. The Contractor shall arrange for management of the University's waste according to the following hierarchy whenever possible and practical:

- Waste Reduction
- Waste Re-Use
- Waste Recycling
- Composting
- Energy Recovery from Waste (Waste-to-Energy)
- Land Disposal with landfill gas recovery and processing for use as fuel
- Land Disposal without gas recovery for use as fuel
- Burning waste without energy recovery.

The Contractor shall have full responsibility to arrange for disposal of all waste collected from the University in a proper manner and site shall comply with all rules and regulations and pay for all landfill tipping fees required by private or governmental agencies pertaining to the disposal sites during the life of this contract. The UW-System, under contract law, shall require reimbursement of all costs expended by the University in regard to any improper or illegal handling of waste by the Contractor.

The University reserves the right to consider alternate options for the disposal of waste items if there is a financial, environmental or program benefit for the University. If the University identifies an alternative, the University shall notify the Contractor and allow the Contractor four (4) weeks to respond and provide a comparable service. If the Contractor cannot provide comparable service at a competitive price, the University will pursue the original alternative.

6.4 Title to Waste

All waste materials shall be owned by, and be the responsibility of the University until the Contractor collects them. These materials shall become the responsibility of the Contractor upon the Contractor's acceptance and collection of said items. Immediately upon the Contractor's loading of waste materials into any collection vehicles, ownership of such materials shall be vested in the Contractor and it shall become the Contractor's responsibility to transport such items.

6.5 University Recyclable Material Collection, Transportation, Processing and Marketing

This contract includes the following recyclable materials, sorted as shown:

Single Stream

--Loose Paper Recycling

Spiral notebooks, books, envelopes, magazines, phone books, stapled paper, Post-It notes, etc.

--Co-Mingle Plastic & Glass

Clear & colored glass bottles, glass food containers, plastic bottles with #1 or #2 on the bottom, plastic containers with the opening small than the bottom.

--Aluminum, Bi-Metal & Steel Cans

-- Aerosol Cans (in designated aerosol can recycling bins only)

The University reserves the right to seek alternate options for the disposal of these items if there is a financial or environmental benefit for the University.

Note: During the 2011 calendar year approximately 180.69 tons of single stream recyclable materials were collected at the University.

Recycling containers holding unacceptable loads of recyclable materials shall be serviced by the Contractor and charged to the University at the appropriate waste collection, transportation, and disposal rates. The Contractor shall note unacceptable loads on the monthly waste and recyclable material reports.

6.5.1 Paper and Cardboard Compactors

The Contractor shall supply (deliver and install, by rental or lease) one (1) 42-yard paper and cardboard compactor (comparable to existing) at the University Union with minimal modifications to the required pad size, power supply or door enclosure. The Contractor shall service (collect, transport, process and market) materials from the above compactor and the 42-yard paper and cardboard compactor owned by the University located at the Instructional Services Building on an on-call basis.

6.6 TITLE TO RECYCLABLES

All recyclable materials shall be owned by and be the responsibility of the University, until the Contractor collects them. These materials become the responsibility of the Contractor upon the Contractor's acceptance and collection of said items. Immediately

upon the Contractor's loading of recyclable materials into any collection vehicle, ownership of such materials shall be vested in the Contractor and it shall become the Contractor's responsibility to transport such materials.

The Contractor will guarantee and may be required to verify that all recyclables collected from the University are delivered to an authorized recycling facility.

6.7 Collection Schedule

Schedule A (Attachment C): Waste and Recyclable Materials Locations and Schedule presents the initially required service pick-up schedule, locations, and equipment to be provided by the Contractor and that provided by the University, if any. Existing waste collection includes twenty-six (26) containers. Existing recyclable materials collection includes eighteen (18) containers as well as output from two paper and cardboard compactors. Service is currently conducted on a Monday through Friday basis. It is intended that the amount, type and size of required equipment shall be examined on an annual basis by the University and the Contractor with the objective of providing the best possible and most cost-effective service with reduced environmental impact. Weekend service shall be available as requested.

During the fall and spring academic semesters, the Contractor shall service the predetermined UW-Green Bay building locations at the minimum frequency described in Schedule A (Attachment C): Waste and Recyclable Materials Locations and Schedule.

The Contractor shall operate under a reduced schedule during the summer academic semester and winter break and spring break. The University shall advise the Contractor at least five (5) business days in advance of the desire to affect a revised schedule of pick-ups. Non-standard schedules shall be determined by the University and arrived at by mutual agreement with written copy of resulting changes to both parties prior to implementation. Charges for pick-up during these reduced schedule periods shall be determined on the itemized charges as quoted per bid submittal.

Pick-ups at the Residence Halls shall be conducted after 8:00 AM. Pick-ups at all other buildings may be conducted at a time of day mutually agreed upon (preferably starting at 7:00 AM). Pickups shall be completed no later than 4:30 PM. A container location not serviced by 4:30 PM on the specified days shall not be charged to the University.

6.7.1 Changes to the Collection Schedule

The Contractor and University shall be alert to repeated, reduced or increased individual unit pick-up service requirements and make immediate corresponding adjustments in location container sizes and/or frequency of pick-ups to keep these service costs to a minimum during any weekly period.

Contractor shall advise University on changes to container sizes, the number of pick-ups per week, the number of pick-ups per location and days of the week or times for pick-up from each area to optimize waste collection schedule. Required changes or adjustments

to the waste and recyclable materials collection schedule and/or in the initial equipment shall be determined by the University and arrived at by mutual agreement with written copy of resulting changes to both parties prior to implementation.

6.8 Special Events

The University may require additional waste and recyclable materials management services when special events are held on campus. The Contractor may be required to provide additional equipment and containers on a temporary basis to accommodate this fluctuation at price quoted on the initial bid.

6.9 Move In/Move Out

The Contractor shall provide additional waste and recyclable materials management services five days a week during the first week of each semester and during the last two weeks the spring semester when excess waste is generally generated in Residence Halls as students move in and out. The Contractor shall provide the required additional equipment and containers on a temporary basis to accommodate this fluctuation at price quoted on the initial bid.

6.10 Loose Items

There are sometimes loose items (empty cartons, crates, plastic bags, etc.) to be picked up at each location. While this may be at any time at a particular building, it is usually heaviest in the Residence Halls as students move in and out. This may include sporadic removal of bulky items not in containers. The weight of such items is to be within reason for handling. The cost of pick-up of these items shall be included in the cost quoted per bid submittal for the container listed. Contractor to be responsible for pick-up of waste around the containers to a ten (10) foot radius.

6.11 Waste & Recyclable Materials Containers

The Contractor will furnish all containers required under this contract. The Contractor's equipment not required during periods of reduced service (summer semester and breaks) may be removed for other use by the Contractor.

Ownership of all equipment provided by the Contractor shall remain with the Contractor. However, the University agrees to take such measures as may be reasonably required, as defined by the University, for the protection against loss by pilferage or destruction. The University shall inform the Contractor immediately upon knowing of pilferage or destruction to equipment.

All containers must have covers/lids, be in good condition (newly painted, lids & doors not cracked or chipped) including working casters. The Contractor's equipment shall be equipped with "fail-safe", "hold-open" mechanisms on the covers of all containers. All Containers shall comply with Federal and State safety requirements and DNR rules and regulations. The University reserves the right to require the Contractor to replace any containers that do not meet these standards.

The Contractor must provide warning devices and/or signs which shall be prominently installed, displayed and in working condition and be fully in compliance with the safety regulations.

Waste and recycling containers provided by the Contractor must be clearly labeled to reflect the University's program and to clearly differentiate between the streams.

A program of preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment owned by the Contractor shall be instituted and carried out by the Contractor. The University shall not perform maintenance or repair on any equipment owned by the Contractor. All equipment to be maintained by the Contractor in a clean and safe condition.

6.12 Space

The University permits the Contractor to use such spaces as necessary to carry out the terms and provisions of this contract; such spaces, as defined by the University, as areas for equipment and limited supplies, and such other space as mutually agreed.

Subsequent modifications of space needs shall be subject to mutual agreement of the University and the Contractor. Equipment placement at each location shall be mutually agreed upon by University and the Contractor in a consistent manner not offensive to the surrounding environment. The University, at its own expense, may provide protective screening shrouds for the waste/recyclable container locations.

6.12.1 Housekeeping

The Contractor shall provide the labor, equipment and supplies for routine cleaning of all waste and recycling equipment and spaces, including those furnished by the University. The Contractor shall be cooperative in maintaining the pick-up areas and equipment in an orderly condition. Litter blown from containers is to be controlled and cleaned up by the Contractor.

6.12.2 Inspection

The University shall have the right of inspection of all waste and recycling areas, with respect to the quality and quantity of waste removal service, the method of service and generally with respect to use, safety, sanitation and the maintenance of said premises, all of which shall be maintained at a level satisfactory to the University. The University shall have the right to make, from time to time, reasonable regulations with regard to such matters and the Contractor agrees to comply with such regulations. Authorized representative of the University shall have the full right of access to all areas of said premises at any and all times.

6.13 Complaints, Misses, Service Requests

The University shall contact Contractor's management staff regarding any service complaints or requests; the Contractor shall satisfy all complaints and respond to all service requests within twenty-four (24) hours. The

Contractor shall maintain a log regarding complaints and requests received from the University and shall provide the University with a copy of the log and a summary of complaints and requests upon request.

Should the Contractor fail to collect on a scheduled day for causes within the Contractor's control, the Contractor shall expeditiously complete collection by the end of the following business day or immediately upon Contractor being notified by the University, whichever occurs first. The Contractor may be required to submit a summary of missed collections at the University's request.

6.14 Waste and Recyclable Materials Transportation

Contractor shall limit trips to campus and optimize collection routes. The Contractor's motor vehicles used for waste and recyclable pick-up shall be restricted to streets, combination drive/walks, loading dock areas and similarly surfaced locations designated by the University.

Compressed Natural Gas (CNG) is the preferred fuel for waste hauling vehicles. If/when the Contractor has access to equipment operating on CNG, Contractor shall make a good faith effort to use this equipment for the University's collections

6.14.1 Dedicated Haul – Alternative 1

To improve data collection, the Contractor may collect, transport, dispose of or process and market the University's waste and recyclable materials via a dedicated haul or route (a direct route without other collections or customers) on a regular or on-call basis. Should the Contractor elect to dedicate a collection route to the University, the Contractor must notify the University one (1) week prior to implementation. This service is an add-on to the base bid as Alternative 1.

6.14.2 Preferred Facilities – Alternative 2

To minimize hauling distances and transportation emissions, the University prefers the Contractor dispose of waste at the active Tri-County Landfill (currently Outagamie County) and process recyclable materials at the Tri-County Materials Recycling Facility (MRF). The Contractor shall provide the name of the waste and recyclable materials facilities and provide pricing for the use of these facilities as an add-on to the base bid as Alternative 2.

6.15 Waste & Recyclable Materials Reporting

Contractor shall report waste quantities (by the ton) and composition on a monthly basis. These waste and recyclable material reports shall contain:

1. Collection dates
2. Quantity (by the ton) of waste collected*
3. Composition of waste (note any recyclables in waste containers, bulk or loose items, etc.)

4. Quantity (by the ton) of recyclable materials collected*
5. Composition of recyclables (note any waste in recyclable materials containers, etc.)
6. Any empty containers (location and intended stream)
7. Any other information as requested by the University

**If a factor or formula is to be used to convert container volume to ton, the University must approve this factor or formula prior to its use. The Contractor is encouraged to submit waste reports to University representatives via email.*

6.16 Fees

In order to aid the University in “true cost accounting”, the Contractor shall set separate fees for waste container delivery and rental, waste collection and transportation, and disposal of waste and for recyclable materials container delivery and rental, recyclable materials collection and transportation, and recyclable materials processing and marketing of recyclable materials.

Bid prices must include all Wisconsin Generator Tax & Environmental Fees where applicable.

The Contractor shall pay all landfill tipping and other fees for materials collected from the University and include the actual costs on the invoices issued to the University. At the University’s request, the Contractor may be required to weigh or otherwise validate the amount of waste collected from the University and the invoiced landfill tipping or other fees.

The Contractor shall not charge the University for scheduled pick-up of individual waste and recyclable materials containers which are found empty (little or no contents).

“On-call” waste and recyclable materials pickups required at specific times (move in/move out and other special events) shall be charged at the itemized rate per bid submittal for the size, type, and number of pickups.

The Contractor must provide the criteria used to define “extra yardage” and must provide the cost of an “extra yard” to the University. If a location repeatedly experiences extra yardage, the Contractor must communicate this to the University and an adjustment in the frequency of pick-ups and/or the container size should be mutually agreed upon. Any deviance by the Contractor from the mutually agreed upon scheduled pick-up times which results in extra yardage will not be charged to the University.

6.17 Billing & Invoices

The Contractor’s control of route employees’ compliance with services required per Schedule A (Attachment C) shall be used in part as the basis to compute charges to the University. Charges to the University shall be calculated as specified per bid submittal, required service schedule, service control records and audit of the Contractor’s records.

The Contractor will be required to provide the University with monthly invoices for waste collection, transportation, and disposal and recyclable materials collection, transportation, processing, and marketing. All monthly invoices shall be sent to UW-Green Bay Accounts Payable, 2420 Nicolet Drive, Green Bay, WI 54311 or via email to: accountspayable@uwgb.edu

On the request of the University, the Contractor shall meet with the University and review each monthly invoice, explain deviations, discuss problems and mutually agree on courses of action to improve the results of the required services included in the contract. Monthly invoice adjustments required because of review and/or audit shall be identified and reflected on the next month's statement.

The Contractor shall invoice the University for the service charges each month on or before the 7th day of the month following service and shall accompany the invoice with a detailed explanation of service charges. The composite weekly charge shall be used during the academic periods each year. When changes are made to the academic period pick-up schedule for reduced service during vacation, holiday or summer school periods, the itemized charges per bid submittal shall be used when the resulting total weekly charge does not exceed the composite weekly charge. Charges on all invoices shall be listed by area (building name), containers per area, size number of pick-ups per week/month and the itemized charge. Causes of fluctuations in charges shall be noted as part of these statements. All records and weekly pick-up schedules pertaining to the operations of this service shall be open for inspection and/or audit by the State and/or University at any and all reasonable times.

6.18 Record Keeping

The Contractor shall maintain complete and accurate records in accordance with accepted industry accounting practices, and shall keep in a safe place, all financial records, invoices and route collection records pertaining to operations at the University for a period of three (3) years from the close of each year's operation.

6.19 Emergency Service

In the event of an emergency situation (pandemic, snow storm, etc.), Contractor must provide the University with the services on this bid as required. An emergency preparedness plan to serve the University and the items/services that are available to meet emergency needs should be provided if requested. Minimally, this plan should include emergency contact information, product and service level availability, staffing, equipment, and logistics plan.

6.20 Employee Identification:

All Contractors' employees, while working on University property, must wear a clearly displayed photo identification badge or uniform showing name of employee and/or company represented. Any identification must be provided by the Contractor at the Contractor's cost. Badges must be available but will not be required to be worn when protective clothing and respiratory protection is required.

ATTACHMENT A: BIDDER RESPONSE SHEET

NOTE: This form must be returned with your bid response. Numbers for each question below refer to the corresponding section of this document that explains the requirement. Bidder may attach additional relevant information to their bid response; identify sections to which information applies.

=====

	YES	NO
1.0 Have you included two (2) complete sets of your bid? One (1) hardcopy and one (1) CD)	<input type="checkbox"/>	<input type="checkbox"/>
2.5 What order method will you accept orders against this contract:		
<input type="checkbox"/> E-mail		
<input type="checkbox"/> Fax		
<input type="checkbox"/> Internet		
<input type="checkbox"/> Mail		
<input type="checkbox"/> Phone		
<input type="checkbox"/> Other:		
<hr/>		
2.9 Understand and agree to support Supplier Diversity Program?	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Have provided management staff information to the University?	<input type="checkbox"/>	<input type="checkbox"/>
3.4 Did you attend the required Bidder's Conference?	<input type="checkbox"/>	<input type="checkbox"/>
3.6 Have emailed intent to attend the required Pre-Bid Meeting/Site Visit?	<input type="checkbox"/>	<input type="checkbox"/>
3.11 Attached the bidder's information required?	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Are you in the business of providing waste and recyclable materials management services and has your company done so for the past five (5) years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Have you provided a client list?	<input type="checkbox"/>	<input type="checkbox"/>
4.4 Do you agree to no minimum order quantity or dollar amount?	<input type="checkbox"/>	<input type="checkbox"/>
5.1.1 Do you agree to firm prices as stated?	<input type="checkbox"/>	<input type="checkbox"/>
5.1.2 Do you agree with process and timeframe identified for accepting price increases?	<input type="checkbox"/>	<input type="checkbox"/>

- 5.2 Are you bidding all prices On Site Service? ☐ ☐
- 5.3 Do you agree with the requirements for criminal background checks? ☐ ☐
- 5.5 Do you agree to submit an Affirmative Action Plan if awarded this contract? ☐ ☐
- 5.7 Will you agree that all invoices will reflect prices established for items on this Contract for all orders placed even though the Contract number and/or correct prices may not be referenced on each order? ☐ ☐
- 5.12 Do you fully understand and agree with Contract Termination language? ☐ ☐
- 5.14 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage as required in 5.12(?) and have you added the following language to the insurance certificate? ☐ ☐

“The Board of Regents of the University of Wisconsin System, its officers, employees and agents are added as an ‘additional insured’ under the commercial general, automobile liability policies on any insurance certificate provided”.

- 5.10 Do you agree to subcontracting terms and conditions? ☐ ☐
- 6.15 Can you report on items purchased on this contract if requested? ☐ ☐
- 5.19 Have you documented exceptions in the format requested? ☐ ☐
- 6.1 Are you bidding items as specified on the Itemized Bid List? ☐ ☐

If “NO”, include information on alternates as required in Section 6.1 with your bid response.

- 6.2 Agree to requirements regarding public relations and to support the University’s environmental goals and programs? ☐ ☐
- 6.5 Understand and agree to requests regarding recyclable materials, collection, transportation, processing and marketing? ☐ ☐
- 6.7 Agree to collection schedule requirements and process to revise the schedule? ☐ ☐
- 6.9 Agree to Move In/Move Out provisions? ☐ ☐
- 6.10 Agree to comply with pick up of loose items as required? ☐ ☐

- 6.11 Will furnish and maintain all containers as detailed in 6.11 & 6.12? ☐ ☐
- 6.13 Agree to respond to service requests and/or complaints within 24 hours of receipt? ☐ ☐
- 6.14.1 Will be utilizing Alternative 1? ☐ ☐
- 6.14.2 Have provided name of waste and recycling materials facilities; provided pricing for use of these facilities? ☐ ☐
- 6.15 Agree to provide monthly reports per instructions? ☐ ☐
- 6.16 Agree to fee requirements? ☐ ☐
- 6.19 Do you agree to emergency service requirements? ☐ ☐
- 6.20 Will you agree to have all employees wear appropriate identification? ☐ ☐

ATTACHMENT B: ITEMIZED BID LIST (REVISED 7.29.13)

Costs which are not specifically identified below
will not be compensated under any Contract awarded pursuant to this RFB.

Resource Management Services (as described in Section 6.2)

Monthly Fee \$ (a)

Waste Management Services

Delivery and Rental of waste containers:

	Monthly fee per container	Quantity (per Schedule A)	Subtotal per month – container delivery/rental
4 Yard Trash	\$	x 3	= \$
6 Yard Trash	\$	x 4	= \$
8 Yard Trash	\$	x 21	= \$
		Container delivery/rental total = \$ per month	

Collection and Transportation of waste

	Frequency (per Schedule A)	Monthly fee per container	Quantity (per Schedule A)	Subtotal per month – collection/transportation
4 Yard Trash	1 / week	\$	x 1	= \$
	1 / month	\$	x 1	= \$
	2 / month	\$	x 1	= \$
6 Yard Trash	1 / week	\$	x 1	= \$
	2 / week	\$	x 3	= \$
8 Yard Trash	1 / week	\$	x 1	= \$
	2 / week	\$	x 17	= \$
	3 / week	\$	x 2	= \$
	1 / month	\$	x 1	= \$
			Collection /transportation total = \$ per month	

Disposal

* - Do not include landfill fees in your bid for these items.

The successful bidder will, however, pay the fee for the material in these containers and include the actual costs on the invoice issued to the University.

	Frequency (per Schedule A)	Monthly fee per container	Quantity (per Schedule A)	Subtotal per month – disposal*
4 Yard Trash	1 / week	\$	x 1	= \$
	1 / month	\$	x 1	= \$
	2 / month	\$	x 1	= \$
6 Yard Trash	1 / week	\$	x 1	= \$
	2 / week	\$	x 3	= \$
8 Yard Trash	1 / week	\$	x 1	= \$
	2 / week	\$	x 17	= \$
	3 / week	\$	x 2	= \$
	1 / month	\$	x 1	= \$
			Disposal total = \$	
			per month	

Name of Landfill:

Waste Management Services per month (school year) = \$ (b)
 (container delivery/rental + collection/transportation + disposal)
 per month

Recyclable Materials Management Services

Delivery and Rental of recycling containers:

	Monthly fee per container	Quantity (per Schedule A)	Subtotal per month – container delivery/rental
2 Yard Single Stream Recycling	\$	x 1	= \$
8 Yard Single Stream Recycling	\$	x 16	= \$
64 Gallon Cart (internal use only)	\$	X 3	= \$
		Container delivery/rental total = \$ per month	

Collection and Transportation of recyclables

	Frequency (per Schedule A)	Monthly fee per container	Quantity (per Schedule A)	Subtotal per month – collection/transportation
2 Yard Single Stream Recycling	1 / week	\$	x 1	= \$
8 Yard Single Stream Recycling	Every other week	\$	x 1	= \$
	1 / week	\$	x 15	= \$
			Collection /transportation total = \$ per month	

Processing and Marketing of recyclables

	Frequency (per Schedule A)	Monthly fee per container	Quantity (per Schedule A)	Subtotal per month – processing/marketing
2 Yard Single Stream Recycling	1 / week	\$	x 1	= \$
8 Yard Single Stream Recycling	Every other week	\$	x 1	= \$
	1 / week	\$	x 15	= \$
			Processing /marketing total = \$ per month	

Name(s) of Recycling Facility

Recyclable Materials Management Services per month (container delivery/rental + collection/transportation + processing/marketing)	= \$ (c) per month
---	-----------------------

Other Fees

Compactor Rental and Recyclable Cardboard collected from compactors (on-call)

42 Yard P/C Compactor	Monthly fee	Quantity (per Schedule A)	Subtotal per month – compactor rental
Rental	\$	X 1	= \$ (d) per month

42 Yard P/C Compactor	Fee per pick up	Quantity (per Schedule A)	Subtotal per pickup – collection/transportation
Collection and Transportation	\$	x 2	= \$
Processing and Marketing	\$	x 2	= \$
		Total per pickup = \$ (e)	

30- Yard Trash (on-call) See Section 6.9 Fees	Fee per pickup	Subtotal per pickup
Delivery and Rental for one week	\$	= \$
Collection and Transportation	\$	= \$
Processing and Marketing	\$	= \$
		Total per pickup = \$ (f)

Alternative 1: Dedicated Haul Fee*

(*for both waste and recycling, in addition to above rental, collection, transportation, disposal, processing, and marketing costs)

Regular Dedicated Haul \$ per month*

or

On-Call Dedicated Haul \$ per service*

Alternative 2: Preferred Facilities Fee**

(** in addition to above rental, collection, transportation, disposal, processing, and marketing costs)

Preferred Waste Disposal Facility \$ per month**

Preferred Recycling Facility \$ per month**

Extra Yardage Charge (per yard) \$

Extra Yardage Definition:

**BID SUBMITTAL FOR WASTE AND RECYCLABLE MATERIALS
MANAGEMENT SERVICES**

Resource Management Services per month (a)	= \$
Waste Management Services per month (b) (container delivery/rental + collection/transportation + disposal)	= \$
Recyclable Materials Management Services per month (c) (container delivery/rental + collection/transportation + processing/marketing)	= \$
P/C Compactor Rental per month (d) (compactor delivery + installation)	= \$
+ Alternative 2 : Preferred Facility Fees (per month)	= \$
	TOTAL PER MONTH = \$
+ Recyclable Cardboard collected from compactors (e) (collection/transportation + processing and marketing)	= \$ per pickup
+ 30 yard Trash On-Call (f) (container delivery/rental + collection/transportation + disposal)	= \$ per pickup
+ Alternative 1 : Dedicated Haul Fee (circle one: per month or per service)	= \$
+ Alternative 2 : Preferred Facilities Fee** (** in addition to above rental, collection, transportation, disposal, processing, and marketing costs)	= \$ per month

We, the undersigned, in compliance with the Request for Bid #GB 6476 for Waste and Recyclable Materials Management Services, dated 7/15/2013 hereby bid the following charges to the University of Wisconsin – Green Bay.

In making these bids, we acknowledge that we have read and understood the Request for Bid and specification requirements and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

Signature_____	Date_____
Name_____	Company_____
Title_____	Address_____
Telephone_____	City_____
	State_____
	Zip Code_____
	Email_____

ATTACHMENT C (Revised 7.24.13)

UNIVERSITY OF WISCONSIN-GREEN BAY
WASTE & RECYCLING CONTAINERS & LOCATIONS

SCHEDULE A

Building	Number and Size of Containers	Pick-Ups	Pick-Up Days
Facilities Management Building	(1) 8 Yard Trash	2 / Week	S M T W R F S
Instructional Services Building	(2) 8 Yard Trash	2 / Week	S M T W R F S
Kress Event Center	(1) 8 Yard Trash	2 / Week	S M T W R F S
Mary Ann Cofrin Hall	(1) 6 Yard Trash	2 / Week	S M T W R F S
Power Plant	(1) 4 Yard Trash	1 / Month	S M T W R F S
Residence Life	(13) 8 Yard Trash	2 / Week	S M T W R F S
Residence Life (Pamperin Hall)	(1) 8 Yard Trash	1 / Week	S M T W R F S
Residence Life Maintenance Shop	(1) 8 Yard Trash	1 / Month	S M T W R F S
Shorewood Golf Course (Clubhouse?)	(1) 4 Yard Trash	1 / Week	S M T W R F S
Studio Arts Building	(1) 6 Yard Trash	2 / Week	S M T W R F S
Theatre Hall	(1) 6 Yard Trash	2 / Week	S M T W R F S
University Union	(2) 8 Yard Trash	3 / Week	S M T W R F S
Weidner Center	(1) 6 Yard Trash	1 / Week	S M T W R F S
Wood Hall	(1) 4 Yard Trash	2 / Week	S M T W R F S
Mary Ann Cofrin Hall	(2) 8 Yard Single Stream Recycling	1 / Week	S M T W R F S
Residence Life	(11) 8 Yard Single Stream Recycling	1 / Week	S M T W R F S
Residence Life (Pamperin Hall)	(1) 8 Yard Single Stream Recycling	1 / Week	S M T W R F S
Shorewood Golf Course (Clubhouse?)	(1) 8 Yard Single Stream Recycling	Every Other Week	S M T W R F S
Studio Arts Building	(1) 2 Yard Single Stream Recycling	1 / Week	S M T W R F S
University Union	(1) 8 Yard Single Stream Recycling	1 / Week	S M T W R F S
University Union	(1) 42 Yard P/C Compactor	On Call	
Instructional Services Building	(1) 42 Yard P/C Compactor	On Call	
Studio Arts	(3) 64 Gallon Cart	Internal Use Only	

ATTACHMENT D – VENDOR INFORMATION FORM

VENDOR NOTE: BOTH PAGES OF THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE.

1. Company and Contact Information

Company Name:	
Company Website	

Contact for questions regarding this Bid

Name:					
Telephone:		Fax		Email	

Contract Renewals / Problems

Name:					
Telephone:		Fax		Email	

Sales Representative

Name:					
Telephone:		Fax		Email	

Ordering / Expediting

Name:					
Telephone:		Fax		Email	

Returns

Name:					
Telephone:		Fax		Email	

Invoice Information

Name:					
Telephone:		Fax		Email	

Affirmative Action

Name:					
Address:					
City/State/Zip:					
Telephone:		Fax		Email	

VENDOR INFORMATION FORM CONT.

Supplier Diversity Reporting (see Section 2.9)

Name:					
Address:					
City/State/Zip:					
Telephone:		Fax		Email	

2. In accordance with Wisconsin Statutes 560.035, 560.0335 and 560.036, indicate below if you are a Wisconsin certified Minority Business Enterprise (MBE), Work Center (WC), Disabled Veteran-Owned Business (DVB) or Woman-owned Business Enterprise (WBE) (see websites: <http://www.doa.state.wi.us/section.asp?linkid=232&locid=0> or <http://stateuseprogram.wi.gov/section.asp?linkid=1424&locid=65>).

☐ Minority (MBE) ☐ Work Center (WC)
☐ Disabled Veteran-Owned Business (DVB)
☐ Woman Owned Business Enterprise (WBE) ☐ Not applicable
 (If no answer is indicated above, we will assume that you are none of the above when making the award.)

3. Pursuant to Public Law 95-507, indicate which of the following classifications apply to your organization. All vendors are considered Large Business unless otherwise indicated (see website: www.sba.gov/). (Check ☒ all that apply.)

☐ LARGE BUSINESS (LG)
☐ SMALL BUSINESS (SB)
☐ VETERAN OWNED SMALL BUSINESS (VOSB)
☐ SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)
☐ HISTORICALLY UNDER UTILIZED BUSINESS ZONE (HUBZONE)
☐ SMALL DISADVANTAGED BUSINESS (SDB)
☐ WOMAN-OWNED SMALL BUSINESS (WOSB)

CLIENT REFERENCE LIST – ATTACHMENT E

State of Wisconsin
DOA-3478 (R12/96)

FOR VENDOR:			
Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.			
Company Name			
Address (include Zip + 4)			
Contact Person		Phone No.	
Product(s) and/or Service(s) Used			
Company Name			
Address (include Zip + 4)			
Contact Person		Phone No.	
Product(s) and/or Service(s) Used			

Company Name			
Address (include Zip + 4)			
Contact Person		Phone No	
Product(s) and/or Service(s) Used			
Company Name			
Address (include Zip + 4)			
Contact Person			
		Phone No.	
Product(s) and/or Service(s) Used			

This document can be made available in accessible formats to qualified individuals with disabilities.

STANDARD TERMS & CONDITIONS - ATTACHMENT F
(Request for Bid/Proposals)

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

5.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

6.0 PRICING AND DISCOUNT: The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry-wide. The conditions under which price

increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

- 6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to

other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against

any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

- 19.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 REPORT OF CHILD ABUSE OR NEGLECT: If in the course of providing services to University of Wisconsin System Institutions, contractor (or its agent or employee) observes an incident of threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the contractor (or its agent or employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in University of Wisconsin System Institution's Child Abuse & Neglect Policy. If the suspected child abuse or neglect involves University of Wisconsin Institution, the contractor shall also report that abuse to the University of Wisconsin System Institution Office of Equity & Diversity Services.

21.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale

or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

22.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

23.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

24.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

- 24.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 24.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 24.3 The state reserves the right to require higher or lower limits where warranted.

25.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

26.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

27.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

28.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

28.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

28.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

29.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

30.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

31.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

32.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state

official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

33.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

34.0 FOREIGN CORPORATION:

A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

35.0 WORK CENTER PROGRAM:

The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

36.0 FORCE MAJEURE:

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

State of Wisconsin
 Department of
 Administration
 DOA-3681 (01/2001)
 ss. 16, 19 and 51, Wis.
 Stats.



Division of Agency
 Services
 Bureau of Procurement

Supplemental Standard Terms and Conditions for Procurements for Services -
 ATTACHMENT G

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- 2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she

has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

- 3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

5.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

6.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

7.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

