

Food Waste Reduction Technical Service Contract

THIS CONTRACT is entered into by and between the State of Wisconsin, Department of Natural Resources (the Department) and City of Milwaukee – Mayor Cavalier Johnson’s Food Saver Challenge (the Contractor) for the purpose of providing non-regulatory technical assistance to Wisconsin food waste generators and entities on projects to prevent and divert food waste from landfills.

FOR AND IN CONSIDERATION of the terms and conditions contained in this contract, the above-named parties agree:

1. **PERIOD OF AGREEMENT:** This contract shall commence upon its signing by both parties and continue until **September 30, 2026**, during which period all performance as described in this contract shall be fully completed to the satisfaction of the Department.
2. **CANCELLATION.** The Department reserves the right to cancel this contract in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, or specifications of this contract.
3. **ENTIRE CONTRACT; AMENDMENTS.** This contract, together with the specifications in the bid request (if any) and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this contract are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this contract, signed by both parties prior to the ending date of this contract.
4. **ASSIGNMENT.** Neither this contract nor any right or duty in whole or in part by the Contractor under this contract may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this contract or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this contract and be bound by the terms and conditions of this contract. Assignment in whole or in part of this contract does not absolve the Contractor of any liability or obligation expressed and agreed to hereunder.
5. **DESCRIPTION OF WORK OR PRODUCTS.** The Contractor agrees to provide the following to the satisfaction of the Department:

The Contractor agrees to provide non-regulatory technical assistance to at least 18 foodservice or other non-household food waste generators (the Clients) in Milwaukee, Dane or Brown counties. The goal is to provide technical assistance by CET Certified Food Waste Assessors to entities that represent a variety of locations, sizes and type of food waste generation. Assistance may include one-on-one consultations and customized recommendations; information on project funding opportunities; and information and solutions for food waste reduction, food donation, and food scraps recycling.

The Department’s Solid Waste Infrastructure for Recycling grant allows for consultant to provide assistance and services. It does not allow for equipment purchases.

If the Contractor uses interns or other staff to assist with completing contracted work, they shall be supervised closely by CET Certified Food Waste Assessors, or persons with experience providing technical assistance to reduce food waste in the foodservice sector.

WHAT DOES THE CLIENT GET: Each Client will receive technical service sessions that **will** include:

1. A review of current volumes and types of food waste generated as documented and reported by the Client using the Contractor's intake form.
2. An on-site visit with Client to observe current wasted food programs as well as to discuss opportunities for waste reduction, donation and diversion.
3. A written report to Client summarizing the observations and recommendations to prevent and divert food waste.
4. A follow-up meeting with Client to review the report.
5. A follow-up meeting with Client to check in on results and implementation plans.

Schedules and Deadlines

WHAT WILL BE SUBMITTED TO THE DEPARTMENT:

1. Project data, including the following
 - a. The number of Clients that received technical assistance and types of technical service provided as determined by records maintained by the Contractor.
 - b. The change in tons of food waste diverted from landfills as a result of the technical assistance. This change will be calculated for each management pathway, including: prevention, donation, upcycling, recycling for animal feed, composting, anaerobic digestion, land application, sent down the drain, landfilling or incineration (with or without energy recovery). The Department understands there will be data limitations as the change in tons of food waste may be self-reported by the technical assistance recipients and therefore not independently verified, and that scales may not be available at all locations to achieve accurate weights.
 - i. Each management pathway shall be tracked and reported for each recipient so that the Department can calculate the relative environmental benefits of the various pathways. In line with the EPA's Wasted Food Scale, pathways considered "most preferred" will be assumed to provide greater environmental benefits.
 - ii. EPA's Volume to Weight Waste Conversion Formulas will be used when on-site scales are not available, and volume measurements must be used.
 - 1 ton = 2,000 pounds
 - Commercial-industrial waste = 1 cubic yard = 250 to 300 pounds
 - Food scraps = 55 gallons = 200 to 450 pounds
2. Case studies and reports, including the following:
 - a. With each quarterly invoice, a short (1-2 paragraph) summary of activities undertaken during the time period.
 - b. With the final invoice, a summary of work undertaken during the project.
 - c. For each Client, a copy of the report provided to the Client. If requested, the name of the Client can be redacted from the report.
 - d. For each Client, a short case study that will include the following information:
 - Client name
 - Location(s) in the state
 - Number of employees
 - Type of food waste generator (i.e., sit-down restaurant, take-away, food rescue organization, community kitchen, food upcycler, etc.)
 - Successes and challenges to implementing food waste prevention and diversion programs
 - An estimation of money expended or saved by the Client as a result of the project
3. Additional metrics.

- a. In addition to the required EPA metrics, the Contractor will calculate and share data from the ReFED Insights Engine. This will provide additional context and information specific to the Wisconsin market, including:
 - Labor costs
 - Water and other resources saved
 - Policies impacted (where applicable)

Work done for this project shall not overlap with the same type of work the Contractor received funds from the USDA to perform.

6. **PAYMENT.** The Contractor, for providing performance satisfactory to the Department, shall receive the following consideration:

(Final) payment of a maximum of \$75,000 will be made upon receipt and acceptance of the final deliverable by September 30, 2026.

Billings by the Contractor shall be made on a quarterly basis for review and acceptance:

Sarah Murray
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7. **RECORDS, ACCESS.** The Contractor shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this contract and a copy of the cost summary submitted to the Department. The Department, EPA, its agents and its duly-authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

EPA requires "Records generated by the Technical Service provider shall be sent to the department via secure file transfer to be stored in the WA Program's document management system."

8. **INDEPENDENT CONTRACTOR.** The Contractor is an Independent Contractor for all purposes and is not an employee or agent of the Department.

9. **INDEMNIFICATION:**

Each party agrees that, as related to this interagency contract, any loss or expense (including costs and attorney fees) by reason of liability imposed by law, will be charged to the agency responsible for the officer, employee or agent whose activity caused the loss or expense.

10. **INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:

- a) Maintain worker's compensation insurance for all employees engaged in the work.

The City of Milwaukee is self-insured for purposes of liability.

11. **NONDISCRIMINATION.** 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 section 51.01(5), Wis. Stats., sexual orientation 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. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Contractor being declared an "ineligible" contractor, termination of the contract, or withholding of payment.
12. **AFFIRMATIVE ACTION.** If this contract is for an amount of fifty thousand dollars (\$50,000) or more the Contractor agrees to submit a written affirmative action plan to the Department within 15 business days after the contract commences if an acceptable plan is not already on file with the State of Wisconsin. (Contractors with an annual work force of fewer than fifty (50) employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Contractor being declared an "ineligible" contractor, termination of the contract, or withholding of payment.

The City of Milwaukee understands that contracting agencies of the State of Wisconsin are required to include the following language in their contracts, including this contract, in accordance with Wisconsin Statutes § 16.765(2): "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), sexual orientation 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. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause".

Because the term "affirmative action" is not defined in the statute, the City of Milwaukee interprets that term herein to mean taking those steps necessary to prevent the types of discrimination identified in Wisconsin Statutes § 16.765(2), but does not include promoting or favoring any class of persons in violation of federal nondiscrimination laws.

13. **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 Department's administrative costs.
14. **APPLICABLE LAW.** This contract shall be governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this contract.

15. **PAYMENT TERMS AND INVOICING.** Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
- a) The date specified on a properly completed invoice for the amount specified in the order or contract, or
 - b) Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract or within thirty (30) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
 - c) The Contractor shall submit all invoices, eligible under this agreement, within 30 days of completion of the project or the end of the performance period (September 30, 2026) whichever is sooner.
16. **TAXES.** The Department 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 all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin, Department of Natural Resources has a tax exempt number of 008-1020421193-05. The Department may be subject to other states' taxes on its purchases in that state depending on the laws and of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
17. **TAX DELINQUENCY.** Contractors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date _____

By: _____

Title: _____

CONTRACTOR

Date _____

By: _____

Title: _____

INITIALS
DOC NAME