

Wisconsin Department of Natural Resources



Professional Services

Scope of Work and Request for Proposals

for

Community Liaison

Testing and Safe Water Assistance for Private Wells Impacted by PFAS

Town of Peshtigo, Wisconsin

October 1, 2026

Revision: 0

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Exhibit 1: Site Plan

Attachment 1: PFAS Analyte List

Attachment 2: Cost Summary Sheet

Attachment 3: DNR Professional Services Contract Template

Attachment 4: RR-0157 Payment Request Cover Sheet

ACRONYMS and ABBREVIATIONS

BRRTS	Bureau of Remediation and Redevelopment Tracking System
EPA	Environmental Protection Agency
DBE	Disadvantaged Business Enterprise
DHS	Department of Health Services
DNR	Department of Natural Resources
DOA	Department of Administration
DVB	Disables Veteran-owned Business
ESIA	Expanded Site Investigation Area
FTC	Fire Technology Center
HASP	Health and Safety Plan
MBE	Minority-owned Business Enterprise
NWTC	Northeast Wisconsin Technical College
PFAS	Per- and Polyfluoroalkyl Substances
PM	Project Manager
PWSA	Potable Well Sampling Area
RFP	Request for Proposals
SAP	Sampling and Analysis Plan
SOW	Scope of Work
WBEs	Women-owned Business Enterprise

1 PROJECT INTRODUCTION

1.1 Overview

On June 5, 2026, a settlement agreement was reached in State of Wisconsin v. Tyco Fire Products, LP, Marinette County Case No. 22-CX-0001, which resolved the State’s 2022 complaint that alleged Tyco Fire Products, LP (Tyco) violated Wisconsin’s Spill Law related to per- and polyfluoroalkyl substances (PFAS) contamination from its Fire Technology Center (FTC) facility in Marinette, Wisconsin. The settlement included actions Tyco must take to address the PFAS contamination from the FTC and an approximate payment of \$10 million from Tyco to the State.

On September 1, 2026, the state legislature approved the Wisconsin Department of Natural Resources’ (DNR’s) request to use the settlement funds to help residents with private wells affected by PFAS in and around the Expanded Site Investigation Area (ESIA) receive safe drinking water. A map of the ESIA is provided in **Exhibit 1**; over 500 parcels are located in and around the ESIA. Approved activities include testing private wells for PFAS, installing a new private well and/or water treatment for wells impacted by PFAS and paying for long-term care for treatment systems. The funds can also pay for a community liaison to help the residents in the impacted community access these services.

The DNR is inviting contractors to submit qualifications and proposals to provide consulting services to the impacted community (Wisconsin Administrative [Wis. Admin.] Code §§ NR 734.11 and 734.15). The DNR intends to award a Professional Services Contract to one qualified contractor. The scope of work defined in this Request for Proposals (RFP) is estimated to be complete in 3 years. The DNR reserves the right to request additional services and extend the contract, as needed and as funding allows. (Note: the DNR will award separate contracts to vendors who can provide well installation and water treatment services.)

The selected contractor must provide staff with specific technical skills and excellent public communication skills. The selected contractor will be asked to conduct private well testing for PFAS, evaluate and select depths for new private wells based local hydrogeologic information and oversee installation and abandonment of private wells and water treatment systems. The selected contractor must also be able to clearly communicate testing results, determine and discuss eligibility to receive a new well or treatment with property owners and provide consistent points of contact who the community can trust to address their questions and concerns. The contractor may be asked to present and share updates with the community from time to time. The contractor’s project approach, proposed staff, and qualifications will weigh highly in the selection process. However, competitive rates and cost are also very important. The DNR wants to see that the settlement money goes as far as possible to provide safe drinking water to private wells impacted by PFAS in and around the ESIA.

1.2 Background

Information about PFAS contamination in the Marinette-Peshtigo Area can be available by going to dnr.wi.gov, search “PFAS Marinette”. Click on the “Drinking Water” expandable menu for summaries of private well testing results in the area.

PFAS contamination affects private wells in the town of Peshtigo. There are two geographic areas near the FTC where private well testing for PFAS has occurred – the Potable Well Sampling Area (PWSA) and the ESIA. Through the settlement, Tyco is responsible for providing safe drinking water in the PWSA. In that area, Tyco currently provides point of entry treatment (POET) systems to remove PFAS from drinking water at nine homes and has replaced over 135 private wells with new deep wells.

In 2020 and 2021, the DNR tested approximately 415 private wells in the ESIA for purposes of determining if these wells contained PFAS contamination. The boundaries of the ESIA were based on proximity to Tyco’s FTC facility in Marinette and roads that could be referenced as geographic markers. PFAS was detected in over 300 of the private wells that were tested and 85 of these had levels that met or exceeded the Wisconsin Department of Health Services (DHS’s) drinking water health advisory levels for PFAS. The DNR currently provides bottled water to households whose private well had PFAS at or above the DHS’s drinking water advisory levels in the ESIA. The community has identified providing long-term safe drinking water to private wells impacted by PFAS in and around the ESIA as a top priority for use of the settlement funds.

The DNR has requested access agreements for sampling and is surveying residents in the ESIA to understand their preference(s) from available options for long-term safe drinking water. The access agreements and the survey results that the DNR receives will be used to assist with planning for use of the settlement funds.

2 QUALIFICATIONS

The DNR seeks to hire a contractor (the “Consultant”) that is qualified to provide the following services:

- Manage the project efficiently, to ensure settlement funds go as far as possible to provide safe drinking water to the impacted community.
- Establish criteria for which private wells are eligible for testing and which parcels can receive a new private well and/or treatment, and evaluate data and make recommendations throughout the project.
- Establish trust and maintain good communication with the impacted community throughout the project.
 - Communicate with the community the criteria and rationale for which properties are eligible for assistance.
 - Track that eligible property owners receive information to sign up for testing and answer questions.
 - Answer questions regarding options and eligibility for long-term safe water.
 - Provide periodic updates to the community on funds expended and remaining from the settlement.
 - Answer questions and concerns raised by the community.
 - Adjust communication as needed based on community feedback.
- Provide eligible private well owners with an assessment of PFAS impacts to their private well.
 - Collect water samples from eligible private wells and test for PFAS.
 - Compare PFAS results to the DHS drinking water health advisory levels to evaluate current risk.
 - Evaluate PFAS results, well depth, site-specific location, and hydrogeologic information to rank the relative potential future risk of PFAS impacts to drinking water in a private well.
 - Provide property owners with their testing results and risk evaluation.
- Assist property owners, who are eligible, with the steps to receive a new private well and/or treatment.
 - Evaluate site-specific conditions to recommend option(s) for depth(s) for a new private well on each property.
 - Present each property owner with the options for a new well and/or treatment, present the pros and cons for each option and answer property owner’s questions.
 - Assist property owners in signing up to receive the option they select.
- Verify that the selected option provides safe drinking water after installation is complete.
 - Document that the selected option is installed in accordance with the vendor’s contract with the DNR.
 - Conduct testing, as needed, to check if safe drinking water is provided by a new well and/or treatment system.
 - Verify property owners receive the maintenance required/recommended for any treatment systems installed.
- Document testing results and distribution of how settlement funds were used at completion of project.

3 SCOPE OF WORK

This section describes the Scope of Work (SOW) to be completed by the Consultant that is awarded the contract. The Consultant's proposal must describe its qualifications, procedures and approach to complete the SOW as described below. If the Consultant proposes additional tasks or alternative approaches to implement the SOW as described, the DNR will consider these accordingly in its review of proposals.

The Consultant should use assumptions described herein to develop its cost and clearly describe any other assumptions used to prepare the cost. If the Consultant proposes additional tasks or alternative approaches to implement the SOW, the DNR will consider the costs for these alternative items accordingly. The DNR plans to include a 10 percent contingency in the contract, to address uncertainty and cover cost for where the actual work differs from the assumptions made in the proposal.

Additional-related services may be requested by the DNR as the project proceeds and as funding allows.

Deliverables are listed below for each task. Deliverables in which draft and final versions are requested are identified in the list below. Additional information on requirements for deliverables is provided in Section 5.2.

3.1 Project Management

The Consultant's project management services, at a minimum, will include the following:

- *General:* The Consultant Project Manager (PM) shall assign qualified and experienced personnel and manage subcontractors to complete the SOW, as cost efficiently as possible. The Consultant PM will ensure that all work is *completed* in accordance with applicable rules and regulations and be responsible for quality control of deliverables.
- *Payment Requests:* Prepare and submit payment requests monthly to the DNR PM in accordance with Section 5.1.
- *DNR Communication:* Attend a kick-off meeting to introduce the Consultant's and the DNR's project teams. The Consultant PM shall also budget to participate in 30-minute monthly status calls throughout the duration of the project and to communicate with the DNR PM as needed between status calls to keep the Project on schedule or to discuss problems encountered. The DNR may request additional meetings from time to time (assume total of six hours).

3.2 Outreach Services

Provide consistent person(s) who can become trusted resources to the community, who can address people's questions and concerns and keep the community informed throughout the project. The Consultant should plan for general public outreach and one-on-one outreach with individuals.

- *Public outreach:* Conduct public meetings in-person and also provide a virtual attendance option.
 - Location: Assume that the meetings will be hosted at Northeast Wisconsin Technical College (NWTC) in Marinette, or similar local venue, and that the DNR can pay directly for room reservations.
 - Kickoff Meeting: Participate at an in-person public meeting hosted by the DNR in the Marinette area at the start of the project to introduce the community to the Consultant's staff who will be points of contact on the project. The DNR and DHS anticipate helping set the agenda and having staff at the kickoff meeting.
 - Additional Meetings: Host up to three additional public meetings to provide updates to the community on project status, including one at completion of the project.
- *One-on-one outreach:* Provide consistent person(s) to serve as point(s) of contact for local residents. These may be the same or different persons as those who will conduct private well sampling. Some residents prefer to have their questions and concerns responded to by phone or email in a timely manner by a consistent and by a knowledgeable person. Others prefer to have consistent people locally available to talk to in-person. In-person meetings could be done by appointment at people's home or drop-in sessions hosted by the Consultant at a set location on a regular basis.
 - Phone/Email Hotline: Establish a phone number and email address to be provided on mailings and outreach materials where people can submit their questions and concerns related to the project. Monitor and respond to the messages received on these forums in a timely manner using consistent and knowledgeable staff.

- **Office Hours:** Establish a location locally to host regular office hours for the community to drop in with questions or to request assistance. (The DNR can help identify locations if the Consultant does not have a local office. Assume that the DNR will pay directly for facility rental, if needed.) Assume office hours are hosted twice per month for 1-year. The Consultant and/or DNR can request a change in the scope and/or duration of office hours based on evaluation of how the community is using this service.
Ideally, the Consultant will use any downtime during office hours to complete other items included in this SOW or will bill time to other projects, if possible. However, their priority should always be to address questions and concerns of the community during this time. Ideally, the Consultant will also use the time when they are mobilized to the area for office hours or sampling to set up appointments to meet with people in their homes, if needed.
- **General Assistance:** Include \$5,000 in the budget for general outreach assistance to assist the DNR and/or DHS upon request. This could include, but is not limited to, production of postcards, letter mailers or other outreach materials.

3.3 Project Planning Documents

At the start of the project, the Consultant shall establish eligibility criteria, prepare a Sampling and Analysis Plan (SAP) and site-specific Health and Safety Plan (HASP), and assist the DNR with getting access agreement for private well testing.

- **Eligibility Criteria:** The Consultant shall work with the DNR to set eligibility criteria for the following services. These criteria will serve as the guidelines for the work completed in SOW Sections 3.4, 3.5 and 3.6 .
 - **Private well testing:** Set guidelines for which private wells are included in the testing and if, and when, additional testing of a private well is recommended. To begin, the DNR anticipates that any private well used for drinking water and located on the over 500 parcels in ESIA will be eligible for testing, and that other private wells that may have been impacted by discharges of PFAS from the FTC will become eligible for testing, if funding allows. Certain wells that are test may also be recommended for additional testing based on results, if funding allows.
 - **New well and/or Water Treatment:** Set guidelines for which private wells are eligible for a new well and/or treatment. The DNR anticipates that long-term safe drinking water will be offered any private well that was tested for this project where PFAS was detected over the DHS drinking water health advisory levels, and that other private wells that may be at risk for PFAS impacts in the future, may become eligible for these services, if funding allows.
 - **SAP:** Prepare and provide the DNR with a SAP for DNR approval. The SAP should describe the Consultant's standard operating procedures and any site-specific sampling considerations for the water sampling to be completed for the project. This will include sampling water from existing private wells (SOW Section 3.4) and sampling to verify water quality in new private wells and/or water that has been treated for contaminants (SOW Section 3.7). The SAP should include the Consultant's proposed schedule and decision criteria for post-installation verification sampling (SOW Section 3.7). The SAP should also present the Consultant's process for data quality assurance and control and its data review and acceptance criteria for the project. (Note, perfluorooctane sulfonamide [FOSA] has been reported at low levels randomly in private wells this area and without a definitive explanation. The SAP should include any specific sampling protocols or data quality review process the Consultant proposes to mitigate potential false positive detections of FOSA in the water samples).
 - **HASP:** Prepare and provide the DNR with a copy of Consultant's site-specific HASP.
 - **Access Agreements:** In September 2026, the DNR sent requests to property owners in the ESIA for them to return a signed access permission agreement for sampling their private drinking water well for PFAS. Assist the DNR with tracking the status of access permission requests sent and agreements received for the project (see SOW Section 3.8). The DNR anticipates that follow-up communications will be needed with some property owners who do not respond to this initial request and other access requests may be sent to properties that are later determined eligible for private well testing on the project. The DNR will prepare and provide the Consultant with any additional documents requesting access and the Consultant shall print and mail the requested documents. Assume 300 letters will be printed and mailed for this task.
- **Deliverable 3.3-1:** Draft and final Technical Memo summarizing eligibility criteria with public facing fact sheets.
 - **Deliverable 3.3-2:** Draft and final SAP
 - **Deliverable 3.3-3:** Copy of the Consultant's site-specific HASP
 - **Deliverable 3.3-4:** Copies of any mailings sent by the Consultant requesting access permission

3.4 Private Well PFAS Testing and Notification

Coordinate and collect samples for PFAS analysis from private drinking water wells on all eligible properties whose owners have signed an access agreement with the DNR for the project.

- *Location:* Collect each sample from a location that is representative of water quality in the private well (i.e., water that is not softened or treated).
- *Lab Method:* All private well water samples should be submitted to a laboratory certified by Wisconsin for PFAS analysis and analyzed for the 40 PFAS (Attachment 1) using EPA Method 1633A.
- *Quantity:* The number of participating properties and the number of samples to be collected from each well is not known at this time. Assume 500 properties participate and a total of 1,000 samples are collected and analyzed for PFAS (i.e., some properties will be sampled more than once).

Prepare and provide each property owner with a letter and table notifying them of the testing results for their private well within 10 days after receiving the final laboratory report. The data shall be compared to the DHS's drinking water health advisory levels and identify next steps for the property based on the results and eligibility criteria established at the start of the project. The Consultant shall work with the DNR to develop approved notification templates at the start of the project.

The next steps that will be identified in the data notification letters are anticipated to fall into three general categories.

- PFAS $\geq$ DHS drinking water health advisory levels: Offer for a new well and/or treatment
- PFAS not detected: No additional sampling or activities
- PFAS < DHS drinking water health advisory levels: Additional testing and further evaluation may be performed to determine if a property may become eligible for a new well and/or treatment (SOW Section 3.5).

For private wells where PFAS are detected at levels greater than the DHS's drinking water health advisory levels, temporary emergency bottled water will be offered to the affected households while a long-term drinking water solution is selected and implemented. If a household is not already receiving temporary emergency bottle water from the state, the Consultant will assist the DNR in answering questions and obtaining a signed agreement from applicable property owners for temporary emergency bottle water service from the state. The DNR will provide the Consultant with a copy of the state's agreement.

Note, one-on-one communication with property owners (SOW Section 3.2), is anticipated to be the greatest need after data notifications are sent.

- **Deliverable 3.4-1:** Draft and final templates of data notification letters and summary tables.
- **Deliverable 3.4-2:** Copies of data notifications sent to each property owner.
- **Deliverable 3.4-3:** Copies of signed water agreements for temporary emergency water, as applicable.

3.5 Private Well Data Evaluation

Complete a technical review of data collected for the project and other available information relative to the eligibility criteria set forth in SOW Section 3.3 to provide a professional opinion and recommendation of any additional private wells to be tested for PFAS and for which wells are eligible for a new well and/or treatment. Recommendations will also account for the remaining funds available from the settlement. It is anticipated that all private wells with PFAS detected over the DHS drinking water advisory levels will be eligible for a new well and/or treatment. In addition, we anticipate that PFAS will be detected in many of the private wells at levels that are less than the DHS drinking water health advisory levels, and that some of these properties may become eligible to receive a new well and/or water treatment based on the evaluation of results and site-specific conditions, to the extent funding allows.

The evaluation of data should occur at various times throughout the project as new data is collected and updates on the funding reserves are received. At least one public meeting (see SOW Section 3.2) to discuss the outcomes of this evaluation is recommended.

- **Deliverable 3.5-1** – Draft and final Technical Memo that summarizes the evaluation and recommendations. The draft can be amended, as needed, during the project as new information becomes available prior to finalizing.

3.6 New Well and/or Well Treatment Assistance

Prepare and provide information to property owners who are eligible to receive a new well and/or water treatment system. First, review site-specific information to evaluate option(s) for depth(s) of a new well on a property and general options for water treatment. Then, provide a property owner with a summary of the available options. The information provided to homeowners should discuss the advantages and disadvantages of each option and raise awareness for long-term maintenance and items that will be the homeowner's responsibility. The Consultant shall work with the DNR to develop approved templates for these factsheets.

Property owners will select the option they prefer. The DNR will prepare agreements for property owners to proceed with installation of the option they select. The Consultant may be asked to assist the DNR in getting signed agreements from property owners and coordinating installation.

The DNR plans to have standing contracts with vendors to install the new wells and water treatment systems. The Consultant may be asked to assist the DNR in selecting a vendor for a specific installation and providing the selected vendor with the necessary information for the vendor to prepare a bid. The DNR will review vendor's bids and set up purchase orders between a selected vendor and the state for the requested work to proceed.

- **Deliverable 3.6-1** – Draft and final templates of factsheets with options for new wells and/or water treatment.
- **Deliverable 3.6-2** – Copies of information packages sent and signed agreements received for eligible properties.

3.7 Oversight and Verification Testing – New Wells and/or Water Treatment

Document if the vendor has installed the new well and/or treatment according to the contract specifications and requirements and report any deficiencies or problems to the DNR. Address property owners' questions and concerns during the installation process and provide staff to visit properties in person, if needed. Document questions and concerns and resolutions to those inquiries. The Consultant shall independently address concerns, as it is able, and elevate concerns to the DNR for awareness and assistance in a timely manner, if needed.

Conduct the post-installation verification sampling according to the SAP approved in SOW Section 3.3. The Consultant may use the following guidelines and/or recommend alternative approaches to its post-installation sampling plan.

- *New Wells (post-installation):* Collect water samples from new private wells to evaluate if PFAS are present in the new well and as needed to determine a water treatment plan for each home. In this area, wells installed in the deep bedrock aquifer (depth of approximately 450 feet or more) can produce water that is very hard and that contains naturally-occurring contaminants like radium and strontium. Some of these wells also intersect fractures that produce water with high sulfur levels. Properties that opt to have a new well installed into the deep aquifer should be tested for these naturally-occurring compounds to decide on a water treatment plan for the home (SOW Section 3.6).
- *New wells (1-yr + after installation):* Collect water samples from new wells approximately 1-year after installation to verify PFAS concentrations, for those wells that the Consultant recommends for this follow-up testing in the SAP.
- *Treatment Systems (post-installation):* Collect water samples post-treatment at homes where a water treatment system was installed, as needed to verify that contaminants detected in the well have been reduced to levels that are safe to drink. (Note, if treatment is installed only to address hardness or other aesthetic parameters, then post-treatment sampling may not be warranted.)
- *Treatment Systems (1+ yr after installation):* For homes where treatment was installed to remove contaminants to levels that are safe to drink (i.e., not aesthetic parameters), collect a sample of the post-treatment water at least once prior to routine maintenance recommended by the vendor or at time the Consultant recommends in the SAP.

Prepare and provide each property owner with a letter notifying them of the testing results within 10 days after receiving the final laboratory report. The data shall be compared to the DHS's applicable drinking water health advisory levels and present findings and conclusions. If a treatment system is installed to address contaminants in a private well, the notification must advise the property owner to follow the maintenance schedule for the treatment system that is recommended by the vendor.

- **Deliverable 3.7-1:** Notification of installation deficiencies.
- **Deliverable 3.7-2:** Copy of installation documentation package for each property (e.g., photographs, well construction forms, well abandonment forms and vendor-provided maintenance plans for treatment systems).
- **Deliverable 3.7-3:** Copies of data notifications sent to each property owner.

3.8 Interim Tracking and Final Documentation Report

Maintain a database of the testing results and a system for tracking status of work on each eligible property, which is shared on a platform that is readily accessible to the DNR. The DNR will track the balance of money from settlement and provide this to the Consultant as needed to assist in decision making and communication with the public relative to the status of work completed on the project.

- *Property Tracking:* Maintain a list of the eligible properties and contact information, which is updated with the following information (as applicable). A map to identify location IDs to accompany this tracking list is recommended.
 - status agreements
 - testing schedule and outcomes/next steps
 - installation schedule
 - post verification sampling schedule and outcomes
 - communication log (synopsis and resolution to any concerns)
 - *Final Documentation Report:* Prepare a final documentation work at a point in time requested by the DNR near the end of the project, which summarizes the work performed and broadly how money from the settlement was spent on services to provide safe drinking water to the community. The report is anticipated to provide high-level summaries and conclusions of the work performed but will not necessarily need to include property-specific information or details.
- **Deliverable 3.8-1:** Sampling results, shared digitally in Excel with ability to sort and filter
 - **Deliverable 3.8-2:** Property tracking, shared digitally
 - **Deliverable 3.8-3:** Draft and final documentation report

4 CONSULTANT'S PROPOSAL

Proposals must include the following information, which the DNR will use to evaluate the Consultant's qualifications, project approach and estimated cost. The max pages are based on a sans-serif typeface using 10- to 11-point font.

4.1 Letter of Transmittal (maximum of 2 pages)

A letter signed by the Consultant PM that demonstrates their understanding of the work to be performed, qualifications of the proposed project team and project experience related to the anticipated SOW. The letter must also include a statement as to whether the firm has any potential conflicts of interest, and, if so, how these potential conflicts will be addressed.

4.1 Title Page (1 page)

Identify the submittal as a *Proposal for Community Liaison - Testing and Safe Water Assistance for Private Wells Impacted by PFAS, Town of Peshtigo*. Include the name of the firm, the address and contact information for the PM and the submittal date.

4.2 Project Team (maximum of 3 pages + attachments)

Identify the PM and the proposed project team and succinctly summarize the qualifications for key team members, including Wis. Admin. Code ch. NR 712 certifications, as applicable. Include the office location and years of experience for each team member. Resumes can be provided as an attachment and are not restricted to the page limit; concise resumes are preferred.

Identify any proposed subcontractors and pertinent certifications. The Consultant must select and use a laboratory certified for PFAS testing in Wisconsin on this project. For a list of certified laboratories, go to dnr.wi.gov, search "Lab PFAS".

4.3 Project Experience (maximum of 4 pages + attachments)

Succinctly list and describe projects or other experience that demonstrate the firm's and proposed project team's qualifications. Include the dates (years) of the project, a simple summary of the work and highlight any components that relate to this proposal. Detailed project summaries can also be provided as attachments and are not restricted to the page limit.

4.4 Project Approach (no page limit)

Describe the Consultant's proposed approach and that demonstrates the Consultant's understanding of the SOW and necessary qualifications. Include items that demonstrate a commitment toward fiscal efficiency, where possible. The content should follow the order and address each of the items in the SOW (Section 3). If the Consultant proposes additional tasks or alternative approaches from those described than in the SOW, these should be identified accordingly.

4.5 Project Schedule (maximum 1 page)

Outline the Consultant's proposed schedule to complete SOW up through completing of *initial round* of private well sampling and notifications. The full duration of the project will depend on the initial testing results and other vendors' schedules. The Consultant can assume 3-year project duration for purposes of developing the cost estimate.

4.6 Cost Proposal

Include the following items as the final attachment(s) to the proposal:

- *Cost Summary Sheet*: Complete the Cost Summary Sheet included with this RFP (Attachment 2).
- *Detailed Cost Estimate*: Provide detailed costs used to prepare the Cost Summary Sheet that includes:
 - Staff name, billing rate and estimate labor hours
 - Travel, equipment and other expenses (no mark-up)
 - Subcontractor costs (mark-up identified)
 - Key assumptions
- *Rate Sheet*: Provide the firm's proposed rate sheet for the contract that includes all potential applicable labor billing categories, typical field equipment and travel expenses and subcontractor mark-up.
 - The mark-up on the laboratory or other subcontractor costs must not exceed 10 percent.
 - All overhead must be included within the labor rates and/or the standard unit rates on this contract.
 - Consultant may, if it so chooses, propose to use a per diem for meals for travel.

5 CONTRACT REQUIREMENTS

The DNR's Professional Services Contract (see Attachment 3 for template) will be offered to the Consultant selected for the Project. If the firm cannot agree with DNR's contract provisions the DNR may choose to select another firm; the DNR will not negotiate contract language.

5.1 Requests for Payment

Requests for payment should be submitted for work completed and costs incurred during the invoice period. Invoice periods are monthly, unless otherwise approved by the DNR. For a payment request to be considered complete it must meet the requirements listed in the DNR Professional Services Contract and be submitted to the DNR PM via email. A complete request for payment shall include:

- an invoice with the required receipts and billing backup (receipts for meals will not be required if a per diem is used),
- a completed RR-0157 Payment Request Coversheet (Attachment 4),
- a list of work completed during the invoice period, and
- a summary table listing the project tasks (as identified in the Cost Summary Table), with budget amount, current billing, billed to date and percent complete.

The final request for payment should include a report on disadvantaged business enterprises used for the Project as described in Section 5.4 below.

5.2 Deliverables

Submit all deliverables to the DNR PM **electronically**. For drafts, submit electronic working copies of the native Word and Excel files and PDFs; for final deliverables, submit as PDFs. The Consultant must also provide hard copies and other native electronic data and drawing files to the DNR upon requests that occur before the final invoice.

The Consultant will complete appropriate level of review and quality control prior to submission of its draft and final deliverables to the DNR. The DNR will review and provide comments on draft deliverable; the Consultant will be expected to finalize all deliverables within the schedule agreed to for the Project. The Consultant should budget for one round of revisions. Unacceptable deliverables will be returned to the Consultant to correct deficiencies.

5.3 Copyrighted Material

No documents or information that is developed and paid for under this initiative for the DNR may be copyrighted by any consultant. The copyright conditions in Attachment 3 also apply.

5.4 Utilization of Disadvantaged Business Enterprises

The State of Wisconsin is committed to meeting spending goals for placing 5 percent of its total purchasing dollars with minority-owned business enterprises (MBEs) and 1 percent of its total purchasing power with service-disabled veteran-owned businesses (DVBs). MBEs and DVBs certified by the Wisconsin Department of Administration (DOA), should have the maximum opportunity to participate in the performance of state contracts. A searchable listing of certified MVBs, DVBs and women-owned business enterprises (WBEs) and the services and commodities they provide, is available at:

<http://wisdp.wi.gov/search.aspx>.

To ensure department compliance with Wis. Stat. § 23.41(6), the Consultant should make a best effort to award a minimum of 5 percent of the work to MBEs and 1 percent to DVBs. The utilization of women-owned and small businesses is encouraged, but there are no statutory percentages for these businesses.

The Consultant's final request for payment must include a report to the DNR, which identifies any certified MBEs, DVBs, and WBEs to whom the work was awarded and the value of said work under the contract.

6 PROCUREMENT PROCESS

6.1 Schedule

Key dates in the procurement process are listed below. Dates are subject to change, except the deadlines for the proposal questions and proposal due date.

- Oct. 1, 2026 – Request for Proposal posted
- **Oct. 16, 2026 – Deadline for submitting written questions 4:00PM CST**
- Oct. 23, 2026– Approximate date DNR provides answers to questions via email
- **Nov. 9, 2026 – Proposals due at 4:00 PM CST**
- Week of Nov 16th – Interviews conducted (if needed)
- Nov. 30, 2026 – DNR issues Notice of Intent to Award to one selected Consultant
- Jan. 2, 2027 – Anticipated Start of Contract

6.2 Questions

Questions must be submitted to Kacey Burns via e-mail at kacey.burns@wisconsin.gov. Questions submitted by telephone will not be accepted. The deadline for submitting questions on the RFP is **4:00 pm CST on October 16, 2026**.

6.3 Do Not Contact

Do not contact any DNR staff related to this RFP except for email to Kacey Burns kacey.burns@wisconsin.gov. Unauthorized contact with any DNR personnel will be cause for disqualification.

6.4 Proposal Submittal

Proposal must be submitted electronically as a PDF via email to kacey.burns@wisconsin.gov and received any time prior to **4:00 P.M. Central Standard Time (CST) on November 9, 2026** using the following naming convention:

- File Name: *FIRMNAME_Proposal_Peshtigo Community Liaison PFAS_Peshtigo*
- Email Subject Line: *Proposal Community Liaison PFAS Peshtigo*

6.5 Follow-up Interviews

The DNR may conduct interviews with one or more of the top-scoring firms by phone, virtually, or in-person at a DNR office in Madison, Wisconsin. The purpose of the interviews is to gather additional information to evaluate proposers communication skills and ability to navigate address sensitive decisions regarding eligibility. Interviews will be limited to 60 minutes. The firm may use up to 30 minutes to present and expand on information regarding their proposal, the remainder of the time will be for questions from the DNR and follow-up discussion. The DNR will notify firms no later than **November 16th, 2026, at noon** if interviews will be held.

6.6 Evaluation Criteria

A DNR committee will review the proposals and evaluate them according to the following criteria:

<u>Max Rating</u>	<u>Proposal Criteria</u>
(45)	Project Team Qualifications and Experience
(30)	Project Approach
(25)	Cost

If DNR elects to interview top scoring firms, they will be evaluated on the following criteria:

<u>Max Rating</u>	<u>Interview Criteria</u>
(50)	Demonstration of Effective Communication
(50)	Project Approach (focus on eligibility evaluation and cost efficiencies)

As part of the DNR's evaluation above, the DNR will consider the criteria set forth in Wis. Admin. Code §§ NR 734.15(5) and 734.17, including: (1) the adequacy of the proposal submitted under Wis. Admin. Code § NR 734.15(5); (2) past performance on similar projects; (3) experience and expertise necessary for this specific project; (4) availability of qualified environmental staff, as required by Wis. Admin. Code ch. NR 712; (5) geographic proximity to the site; and (6) status as an MBE or DVB.

6.7 Negotiations

After the DNR completes the review of proposals, before award, the DNR may, at its sole option, open work scope and cost negotiations with two or more top-ranked firms prior to award. The DNR also reserves the right to open negotiations with one or more alternate firms if negotiations with one of the previously selected firms are unsuccessful. The DNR will not negotiate contract terms and conditions.

6.8 Rejection

The DNR reserves the right to reject any or all proposals, waive any informality in the proposals received, accept, or reject any or all items in the proposal, and award a contract to an environmental consulting firm in part or whole. Moreover, pursuant to Wis. Stat. § 23.41(5), the DNR reserves the right to make no selection if the proposals are deemed to be outside the fiscal constraint, in excess of the estimated reasonable value of the work, or not in the best interests of the DNR as determined by the DNR based on the evaluation criteria set forth above in section 6.6 and Wis. Admin. Code §§ NR 734.15(5) and 734.17.

6.9 Award

Unless the DNR exercises its right to make no selection as provided in Wis. Stat. § 23.41(5) and section 6.8 above, the DNR will select the Consultant whose proposal scores the highest total points, combining both the proposal points and the interview points, as determined by the DNR for the Consultant under section 6.6 (Evaluation Criteria). Contractual commitments are contingent upon the availability of funds. The DNR will issue a notice of selection to the selected Consultant and then route for approval by the State. All contracts are subject to the approval of DNR legal counsel and the DNR Secretary's office before execution. This contract is expected to require the Governor's signature and is also subject to approval of the Governor. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement in writing. No work may commence on the project until after the required signatures have been obtained and the contract is executed.

The DNR anticipates including up to a 10 percent contingency on the contract relative to the selected bid, as funding allows.

6.10 Incurred Costs

Respondents submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the DNR to reimburse any individual or firm for any costs incurred in preparing or submitting responses, for providing additional information when requested by the DNR, or for attending and/or participating in any follow-up interviews and negotiation sessions.

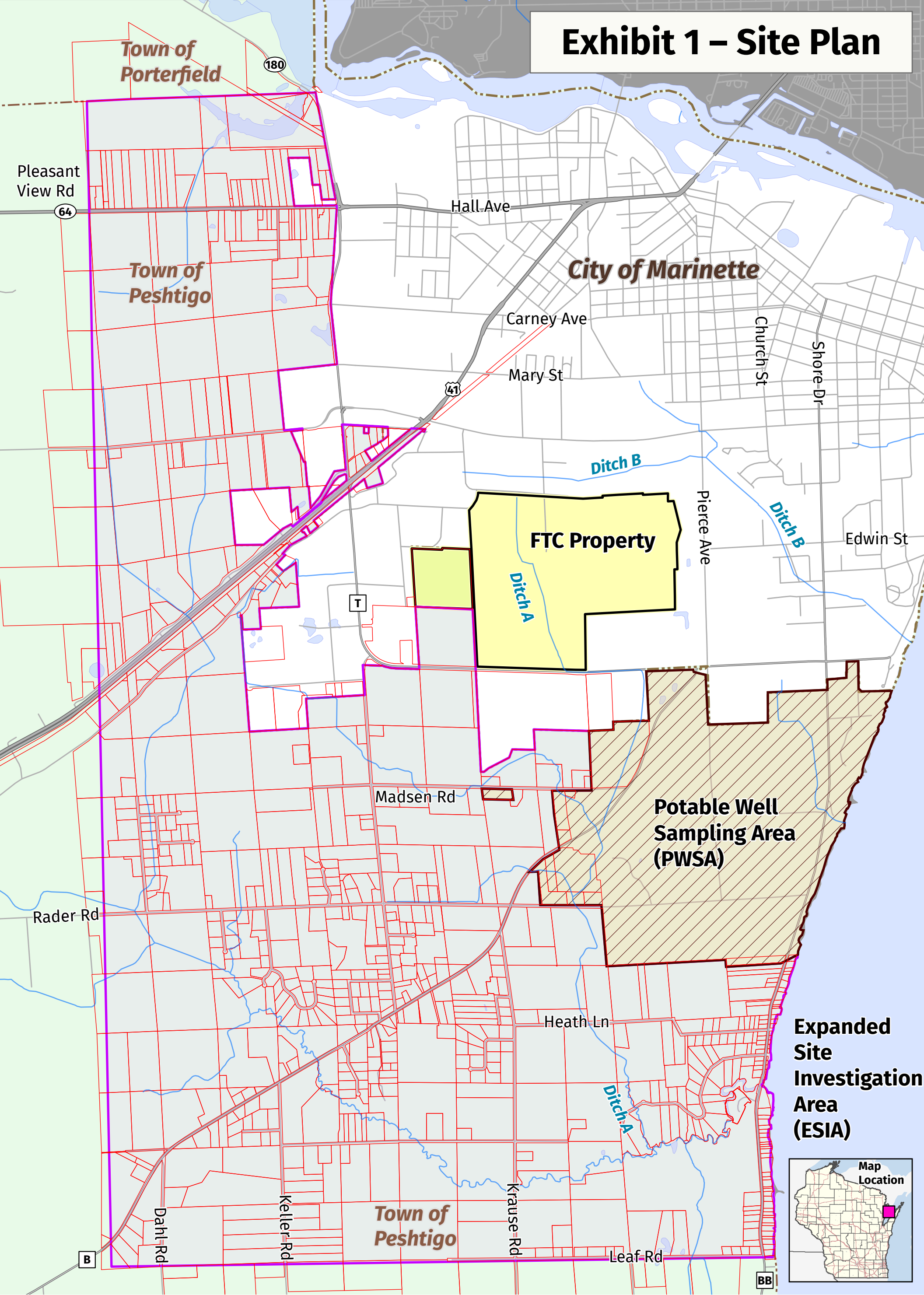
6.11 Performance Reporting

Pursuant to Wis. Admin. Code NR § 734.23, the DNR may evaluate the performance of the selected consultant, create a written record of that evaluation, provide summaries of the evaluation to the consultant, provide the consultant an opportunity to discuss the evaluation with the DNR, and allow the consultant to submit a written response for inclusion in the record.

6.12 Confidential Matter

If any information submitted in a proposal is considered confidential or proprietary, the respondent must identify this information by completing and including the Designation of Confidential and Proprietary Information (DOA-3027) with their proposal (<https://doa.wi.gov/Forms/DOA-3027DesignationofConfidentialandProprietaryInformation.doc>). Be aware that prices always become public information when bids/proposals are opened and therefore cannot be kept confidential.

Exhibit 1 – Site Plan



- Expanded Site Investigation Area (ESIA)
- Parcel Boundaries



0

1 Mile

Locations are approximate. This map is for informational purposes only and may not have been prepared for or be suitable for legal, engineering or surveying purposes. The user is solely responsible for verifying the accuracy of information before using for any purpose. By using this product for any purpose, the user agrees to be bound by all disclaimers found at: <https://dnr.wisconsin.gov/legal>



Remediation & Redevelopment Program
Wisconsin Department of Natural Resources

ATTACHMENT 1

PFAS Analyte List

Attachment 1 – PFAS Analyte List

Acronym	Chemical Name
PFBA	Perfluorobutanoic acid
PFPeA	Perfluoropentanoic acid
PFHxA	Perfluorohexanoic acid
PFHpA	Perfluoroheptanoic acid
PFOA	Perfluorooctanoic acid
PFNA	Perfluorononanoic acid
PFDA	Perfluorodecanoic acid
PFUnA	Perfluoroundecanoic acid
PFDoA	Perfluorododecanoic acid
PFTriA	Perfluorotridecanoic acid
PFTeA	Perfluorotetradecanoic acid
PFBS	Perfluorobutanesulfonic acid
PFPeS	Perfluoropentanesulfonic acid
PFHxS	Perfluoroheptanesulfonic acid
PFHpS	Perfluoroheptanesulfonic acid
PFOS	Perfluorooctanesulfonic acid
PFNS	Perfluorononanesulfonic acid
PFDS	Perfluorodecanesulfonic acid
PFDoS	Perfluorododecanesulfonic acid
4:2 FTS	4:2 Fluorotelomer sulfonic acid
6:2 FTS	6:2 Fluorotelomer sulfonic acid
8:2 FTS	8:2 Fluorotelomer sulfonic acid
FOSA	Perfluorooctane sulfonamide
NMeFOSA	N-Methyl perfluorooctane sulfonamide
NEtFOSA	N-Ethyl perfluorooctane sulfonamide
NMeFOSAA	N-Methyl perfluorooctane sulfonamidoacetic acid
NEtFOSAA	N-Ethyl perfluorooctane sulfonamidoacetic acid
NMeFOSE	N-Methyl perfluorooctane sulfonamidoethanol
NEtFOSE	N-Ethyl perfluorooctane sulfonamidoethanol
PFMPA	Perfluoro-3-methoxypropanoic acid
PFMBA	Perfluoro-4-methoxybutanoic acid
NFDHA	Nonafluoro-3,6-dioxaheptanoic acid
HFPO-DA	Hexafluoropropylene oxide dimer acid
DONA	4,8-Dioxa-3H-perfluorononanoic acid
PFEESA	Perfluoro(2-ethoxyethane)sulfonic acid
9Cl-PF3ONS	9-chlorohexadecafluoro-3-oxanonane-1-sulfonic acid
11Cl-PF3OUdS	11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid
3:3 FTCA	3-Perfluoropropyl propanoic acid
5:3 FTCA	2H,2H,3H,3H-Perfluorooctanoic acid
7:3 FTCA	3-Perfluoroheptyl propanoic acid

ATTACHMENT 2

Cost Summary Sheet

Cost Summary Sheet

Community Liaison

Assistance for Private Wells Impacted By PFAS, Town of Peshtigo

Firm Name: _____

Input Totals from the Detailed Cost Estimate Rounded to the Nearest Dollar

SOW TASK		LABOR	EXPENSE	SUBCONTRACTOR	SUBTOTAL
3.1	Project Management				
3.2	Outreach Services				
3.3	Project Planning Documents				
3.4	Private Well PFAS Testing and Notification				
3.5	Private Well Data Evaluation				
3.6	New Well and/or Well Treatment Assistance				
3.7	Oversight and Verification Testing				
3.8	Interim Tracking and Final Documentation Report				
	TOTAL PROJECT COST¹				

ADDITIONAL/OPTIONAL TASKS		LABOR	EXPENSE	SUBCONTRACTOR	TOTAL

¹ The DNR plans to include a contingency (~10 %) on the contract. Contingency funds may only be used with prior approval from the DNR.

ATTACHMENT 3

DNR Professional Services Contract Template

**State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Madison, Wisconsin**

THIS CONTRACT is made and entered into by and between the State of Wisconsin, hereinafter called the "State," by its Department of Natural Resources, hereinafter called the "Department," executing this Agreement, and **[Consultant Name]**, hereinafter called the "Consultant," for the work included in the Consultant's Proposal, as accepted by the Department, based on the Department's Scope of Work. Costs for the work shall be reimbursed in accordance with the attached proposal up to a maximum agreed amount NOT TO EXCEED **[\$[Numerical Amount] ([Amount Written])**. For administrative purposes, a contingency fund of **[\$[Numerical Amount]** is approved for use on this Project, in accordance with the terms and conditions below.

WITNESSETH

WHEREAS, the Department proposes development of a project, hereinafter referred to as the **"Project,"** which is described as follows: **[Add Project description here]**

WHEREAS, the Department has reviewed the Project documents submitted by the Consultant, including the Consultant's Proposal entitled **"[Proposal Title]"** dated **[Date]** **[and any other relevant documents listed here]** and the Department has issued a Scope of Work (SOW) for the Project entitled **"[DNR SOW/RFP Title]"** which are attached to and made part of this Contract;

WHEREAS, the Department has decided to engage the services of a Consultant to furnish environmental consulting services in connection with the Project.

WHEREAS, this Contract is funded in part or wholly by a grant from the U.S. Environmental Protection Agency (U.S. EPA) [or other agency funding work] and U.S. EPA requires compliance with terms and conditions as specified in this Contract, including the attachments. Neither the United States nor the U.S. EPA are a party to this Contract.

WHEREAS, the Department has authority as provided in Section (s.) 23.41 of the Wisconsin Statutes (Wis. Stats.) and ch. NR 734, Wisconsin Administrative (Wis. Admin.) Code to enter into this Contract for environmental consulting services.

WHEREAS, the Consultant has signified its willingness to furnish environmental consulting services for the Department.

NOW THEREFORE, in consideration of the above recitals and the parties' mutual and dependent agreements, the parties hereto agree to comply with this Contract, including the terms and conditions specified below and the attachments to this Contract.

IN WITNESS WHEREOF, the Department and the Consultant have executed this CONTRACT.

For the convenience of the parties, this Contract may be executed via an electronic signature and any number of counterparts of this Contract may be executed by the parties hereto. All such counterparts taken together shall constitute one and the same Contract.

[Consultant Name]

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL
RESOURCES**

By _____

Name _____

Title _____

Date _____

By _____

**Steven Little, Deputy Secretary
Department of Natural Resources**

Date _____

Approved:

By _____

**Tony Evers, Governor
State of Wisconsin**

Date _____

GENERAL SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS

- | | |
|---|---|
| 1. Scope of Services to be Provided. | 23. Indemnification; Liability. |
| 2. Applicable Law. | 24. Independent Contractor. |
| 3. Funding Requirements. | 25. Insurance. |
| 4. Entire Contract. | 26. Inventions, Patents, Trademarks and |
| 5. Period of Contract. | 27. No Waiver of Conditions. |
| 6. Project Management. | 28. Nondiscrimination. |
| 7. Payments. | 29. Ownership of Documents. |
| 8. Request for Payment; Progress Reports. | 30. Ownership of Wastes. |
| 9. Payment Terms and Invoicing. | 31. Recordkeeping and Record Retention. |
| 10. Liquidated Damages for Late Documents and Deliverables. | 32. Rejection of Defective Materials. |
| 11. Termination. | 33. Release of Information. |
| 12. Affirmative Action. | 34. Safety. |
| 13. Antitrust Assignment. | 35. Site Access |
| 14. Approvals or Inspections. | 36. Data |
| 15. Assignment. | 37. Standard of Performance. |
| 16. Change Orders. | 38. Survival. |
| 17. Contract Amendments | 39. Successors and Assigns. |
| 18. Deduction for Uncorrected Work. | 40. Tax Delinquency. |
| 19. Disclosure. | 41. Taxes. |
| 20. Dispute Resolution. | 42. Testimony. |
| 21. Force Majeure. | 43. Titles. |
| 22. Guaranteed Delivery. | 44. Warranty |

* * * * *

THE CONSULTANT shall provide environmental consulting services for the Project in accordance with the terms and conditions of this Contract.

1. SCOPE OF SERVICES TO BE PROVIDED. Subject to the terms and conditions set forth in this Contract, the Department engages the Consultant to furnish the environmental consultant services specifically described in the Consultant's proposal entitled: "[Proposal Title]" dated [Date] (Proposal) and in the Department's Scope of Work entitled "[DNR SOW/RFP Title]" dated [Date] (Scope of Work) and for such other tasks as may be mutually agreed upon in writing between the Consultant and the Department. The Consultant's Proposal and the Department's Scope of Work are incorporated into and made part of this Contract by reference.

2. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Wisconsin. The Consultant shall at all times comply with all federal, state and local laws, regulations and ordinances in effect during the period of this Contract and which in any manner may affect the Consultant's work or its conduct.

3. FUNDING REQUIREMENTS. Not applicable to this Contract.

GENERAL SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS

4. ENTIRE CONTRACT. This Contract, together with the referenced parts and attachments, including *[insert list of attachments, including the Consultant's Proposal, Department's SOW, U.S. EPA Terms and Conditions for the Grant, Federal Compliance Supplement for Contracts]* shall constitute the entire contract and previous communications or agreements pertaining to the subject matter of this Contract are hereby superseded.

5. PERIOD OF CONTRACT. The Effective Date for this Contract shall be the later of the following: (1) the date upon which the Contract is executed by the parties and approved by the Governor of the State, if Governor approval is required; and (2) the commencement of the performance period. The performance period is the time period during which the Consultant is authorized to conduct work pertaining to this Project. The performance period for this Contract is *[Begin and End Date]*. Except as otherwise directed by the Department, the Consultant shall follow the Consultant's schedule for conducting work. During the performance period, all performance as described in this Contract shall be fully completed to the satisfaction of the Department.

6. PROJECT MANAGEMENT. The Department's project manager for this project is *[Name]*, located in the Department's *[Region]* Office in *[City]*, Wisconsin. The Consultant has identified *[Name]* as its project manager. If either the Consultant or the Department changes its project manager for this Project, notification of this change shall be sent to the other party within 10 days of such a change with the name and contact information of the new project manager included.

7. PAYMENTS. A. The Consultant shall be paid by the Department for the completed work or services rendered under this Contract as set forth in the Department's SOW, including any payment schedule,

B. Such payment shall be full compensation for work performed or services rendered for the Project and for all labor, material, supplies, equipment and incidentals necessary to complete the Project.

C. For administrative purposes a contingency fund is approved for use on this Project. The contingency fund may be used only with the prior approval, and at the sole discretion, of the Department.

8. REQUEST FOR PAYMENT; PROGRESS REPORTS. The Consultant shall submit invoices to the Department on a *[monthly, quarterly, etc.]* basis during the progress of the work for partial payment on account, for the work completed and accepted to date. Pay requests must be submitted on a form and in a format as prescribed by the Department. Each category from the cost proposal shall detail, by task, the hours and costs of each staff level. All invoices detailing the Consultant's work and subcontracted work shall be attached. Unless the Department directs otherwise, copies of all staff time sheets or summary time data that support the pay request and all requests for equipment, materials, and other expenses shall be attached to the invoice. The pay request along with a progress report shall be sent directly to the Department's project manager.

9. PAYMENT TERMS AND INVOICING. The Department payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following: (a) the date on a properly completed invoice for the amount specified in the order or agreement, or (b) within thirty days after receipt of a properly completed invoice or receipt and acceptance of the property or

GENERAL SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS

service under the order or agreement or within thirty days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten business days after it receives the invoice of the reason it is improperly completed.

10. LIQUIDATED DAMAGES FOR LATE DOCUMENTS AND DELIVERABLES. A. The parties acknowledge that timely submission of all documents and deliverables (i.e., those items included in the schedule as approved by the Department) required under this Contract is material and that delay will cause administrative, operational, regulatory, or project management damages that are difficult to accurately quantify. Accordingly, the parties agree that the Consultant shall be liable for the payment of liquidated damages, and not a penalty, to the Department of the sums set forth below for each week that the Consultant fails to submit a report or document required under this Contract's time schedule, unless the Department determines that such delay is attributable to a force majeure as defined above, or a different schedule is agreed to by the parties, in writing, before the date the document is due. Liquidated damages, if applicable, shall be due and payable by the Consultant within 15 calendar days of receipt of notification from the Department assessing the damages. Unless otherwise agreed to by the parties, these liquidated damages shall accrue in the amount of \$500 for the first week and \$1,000 for each week thereafter, for each document or deliverable that is overdue. The parties agree that these amounts are a reasonable estimate of the anticipated damages resulting from delayed documents and deliverables. The Department may subtract liquidated damages which accrue under this SECTION from payments that are owed to the Consultant under this Contract.

B. Assessment of liquidated damages under this SECTION does not preclude the Department from pursuing any other remedies or damages because of the Consultant's failure to comply with any of the terms of this Contract, including a suit to enforce the terms of this Contract.

C. With respect to any individual failure to submit a report or document required under this Contract's time schedule, the Department may at its sole discretion, in whole or in part, waive its right to liquidated damages otherwise due under this SECTION.

11. TERMINATION. The Department reserves the right to terminate this Contract in whole or in part, without prior notice and without any penalty or liability whatsoever to the Department for reasons including but not limited to failure of the Consultant to make sufficient progress, failure of the Consultant to comply with any of the terms of this Contract, lack of appropriation of funds, termination or suspension of the federal grant award to the Department, or non-receipt of state or federal funds. The Department also reserves the right to terminate 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.

Upon termination, the Consultant shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department data, reports, other records, equipment, and any other information and materials as may have been accumulated by the Consultant in performing this Contract, whether completed or in process. If the Department determines the performance has not been completed satisfactorily

GENERAL SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS

and in conformance with this Contract, the Department may bill and seek damages from the Consultant, in equity or in law, for the amount of the damages.

The Consultant may terminate this contract, in whole or in part, if circumstances beyond its control preclude continuation of this Contract. The Consultant shall provide the Department not less than forty-five (45) days written notice of intent to terminate, and, in the case of partial termination, the portion to be terminated. However, if the Department determines that the remaining portion of the Project will not accomplish the purposes for which the Contract was made, the Department may terminate the Contract in its entirety. During this notification period, the Consultant will continue Contract activities in accordance with the Contract requirements, unless the parties mutually agree to a different timeline.

If this Contract is terminated by either party, the Department agrees to pay the Consultant for eligible goods or services satisfactorily delivered and accepted prior to termination and necessary closeout costs incurred after termination, provided that funds appropriated, allocated, or otherwise made available for this Contract remain available for such payment or other funds are lawfully available. In addition, any amounts otherwise payable to the Consultant at the time of termination may be adjusted to reflect any damages the Department incurs due to Consultant default.

The rights and remedies of the Department provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

12. AFFIRMATIVE ACTION. For contracts over \$50,000, within fifteen (15) working days after this contract is executed, the Consultant shall comply with the State of Wisconsin Affirmative Action Plan Requirements, available at: <https://doa.wi.gov/Documents/DEO/WIAffirmativeActionRequirements.pdf>, and submit the required forms and/or plan to the Department, unless the appropriate forms or plan are already on file with the state. 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.

13. ANTITRUST ASSIGNMENT. The Consultant and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Consultant hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

14. APPROVALS OR INSPECTIONS. None of the approvals or inspections performed by the Department shall be construed or implied to relieve the Consultant from any duty or responsibility it has for its professional performance, unless the Department formally assumes such responsibility through a letter from the Department expressly stating that the responsibility has been assumed by the Department.

15. ASSIGNMENT. Neither this Contract nor any right or duty in whole or in part by the Consultant 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 Consultant of any liability or obligation expressed and agreed to hereunder.

16. CHANGE ORDERS. A. A change order is a written order to the Consultant signed by the Department, issued after the execution of this Contract, authorizing a change in the Department's SOW, including a cost or scheduling adjustment, that does not change the total Contract amount or the end date of the Contract performance period. Change orders may be initiated by either party at any time.

B. Changes in work shall be within the general scope of the Contract, consisting of additions, deletions or other revisions to the Department's SOW; the costs or schedule being adjusted accordingly. Complete documentation of revisions to the Department's SOW, including cost or schedule changes, shall be provided to the Department by the Consultant.

C. No adjustments to the Department's SOW, including to costs or schedule, may be made that have not been approved in writing by the Department.

17. CONTRACT AMENDMENTS. Any change to the total Contract amount, including the contingency amount, or to the Contract performance period may be made only by written amendment to this Contract, signed by both parties prior to the end of the performance period for this Contract. Any change to the Contract that cannot be made through a change order requires a Contract amendment.

18. DEDUCTION FOR UNCORRECTED WORK. If the Department deems it expedient to accept defective work or work not performed in accordance with the Contract, the difference in value, together with a fair allowance for the damages, may be deducted from the payments that are owed to the Consultant under this Contract.

19. DISCLOSURE. If a state public official (as defined under 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 10% interest, is a party to this Contract, and if this Contract involves payment of more than \$3,000 within a 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. Disclosures shall be made to the State of Wisconsin Ethics Commission. State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements under s. 16.417, Wis. Stats.

20. DISPUTE RESOLUTION. In the event that a dispute arises between the Department's project manager and the Consultant's project manager, either party may request a conference between the Department's relevant Bureau Director (or designee) and the Consultant's project manager's supervisor (or designee) to resolve the dispute.

21. FORCE MAJEURE. A. The Consultant shall cause all of its work to be performed within the time limits set forth in this Contract unless performance is delayed by events that constitute a force majeure. For purposes of this Contract, a "force majeure" is an event which is not foreseeable, is beyond the control of the Consultant and delays performance of any obligations required by this Contract, which may include, but is not limited to, unforeseeable delays caused

by the Department and unforeseeable delays in obtaining property access or obtaining any necessary permit or license after a complete application is made.

B. The Consultant shall notify the Department in writing no later than 5 calendar days after the discovery of any event which the Consultant contends is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by the Consultant to minimize the delay, and the timetable by which these measures will be implemented. The Consultant shall have the burden of demonstrating that the event is a force majeure. The Department shall promptly notify the Consultant in writing whether and why the event does or does not constitute a force majeure after receiving notification from the Consultant. If the Consultant does not agree with the findings of the Department project management staff, then a conference with the Department's relevant Bureau Director (or designee) will be arranged with the Consultant to resolve the force majeure issue. The Consultant has the burden of demonstrating by a preponderance of the evidence that the delay has been caused by a force majeure, that the duration of the delay was or is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

C. If the Department agrees that a delay is attributable to a force majeure, the time period for a performance under this Contract shall be extended for a reasonable time period attributable to the event constituting a force majeure as determined by the Department

D. The Department shall not be in default of this Contract by reason of any failure in performance of this Contract that is outside the reasonable control of the Department and without fault or negligence on the Department's part. Such causes may include, but are not limited 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 Department.

22. GUARANTEED DELIVERY. Failure of the Consultant to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Consultant liable for all costs in excess of the Contract amount when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.

23. INDEMNIFICATION; LIABILITY. The Consultant agrees to indemnify and save harmless the State, the Department and all of their officers, employees and agents, from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person or property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work in connection with this Contract or arising out of any willful misconduct, negligent act, error or omission of the Consultant's employees, agents, representatives, or subcontractors. Enforcement of this term may be limited by s. 443.20, Wis. Stats.

24. INDEPENDENT CONTRACTOR. The parties agree that the Consultant, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The Consultant agrees to take such steps as may be necessary to ensure that each subcontractor of the Consultant 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 or the Department.

25. INSURANCE. The Consultant performing services for the State of Wisconsin shall:

A. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

B. Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this Contract. Minimum coverage shall be \$1,000,000 liability for bodily injury and property damage including products liability and completed operations.

C. Provide motor vehicle insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Contract. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for automobile liability and property damage.

D. Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the Contract. The insurance certificate is required to be presented prior to commencement of the Contract.

E. The State reserves the right to require higher or lower limits where warranted.

26. INVENTIONS, PATENTS, TRADE-MARKS AND COPYRIGHTS. **A.** The Consultant guarantees that the use of equipment incorporated into the Project will not infringe any United States patent, and likewise that the use of any method in conjunction with the Project will not infringe any United States patent. The Consultant agrees that it will at its own expense defend every lawsuit which shall be brought against the State of Wisconsin or the Department for any alleged infringement of any patent and agrees that it will pay all costs, damages, and profits recoverable in any such suit. The Department agrees to promptly notify the Consultant of any such lawsuit and deliver all papers relating to such lawsuit to the Consultant.

B. The Consultant hereby assigns to the Department the entire right, title and interest for the entire world in and to all work performed, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions made, conceived or reduced to practice or authored by the Consultant or the Consultant's employees, either solely or jointly with others, while performing this Contract or with use of information, materials or facilities of the Department received or used by the Consultant during the period in which the Consultant is retained by the Department or its successors under this Contract and any amendments to this Contract.

C. The Consultant shall promptly disclose to the Department all works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions made, conceived or reduced to practice or authored by the Consultant or the Consultant's employees in the course of the performance of this Contract.

D. The Consultant shall sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of the Department, any and all documents and to perform such acts as may be necessary, useful or convenient for the purpose of securing to the Department or its nominees, patent, trademark or copyright protection throughout the world upon all such works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions, title to which the Department may acquire in accordance with the provisions of this Section.

E. The Consultant has acquired or shall acquire from each of its employees the necessary rights to all such works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions made by such employees within the scope of their employment by the Consultant in performing services under this Contract. The Consultant shall obtain the cooperation of each such employee to secure to the Department or its nominees the rights to such

works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions as the Department may acquire in accordance with the provisions of this Section.

27. NO WAIVER OF CONDITIONS. The failure of either party to insist on strict performance of this Contract does not constitute a waiver of any of the provisions of this Contract or a waiver of any default of the other party.

28. NONDISCRIMINATION. In connection with the performance of work under this Contract, the Consultant 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 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 Consultant further agrees to take affirmative action to ensure equal employment opportunities. The Consultant 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 Consultant being declared an “ineligible” contractor, termination of the Contract, or withholding of payment.

29. OWNERSHIP OF DOCUMENTS. Upon completion of the services provided for in this Contract, or upon payment for services as provided for in this Contract, all specifications, charts, sketches, drawings, financial records, reports, plans, and other documents, whether finished or not, shall become the property of the Department.

30. OWNERSHIP OF WASTES. The Department acknowledges that the Consultant is not, by virtue of this Contract, the owner of any waste materials generated as a result of the services performed by the Consultant under this Contract.

31. RECORDKEEPING AND RECORD RETENTION. The Consultant shall establish and maintain adequate financial and accounting records for the Contract in accordance with generally accepted accounting procedures and in accordance with all applicable requirements. All records pertaining to this Contract shall be maintained for a period of 6 years after completion and/or acceptance by the Department. The Consultant 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, other Wisconsin state agencies, federal agencies, along with their agents and duly-authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying at any time during normal business hours. The Consultant shall provide proper facilities for such access, inspection and copying. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until 6 years after the date of resolution of such dispute, appeal, litigation, claim or exception. At the Department’s request, the Consultant shall provide the Department with all information necessary to comply with all requirements of any relevant federal or state agencies

regarding reporting of the uses of any federal or state funds, in a format designated by the Department.

32. REJECTION OF DEFECTIVE MATERIALS. The Department may reject materials and workmanship which are defective or it may require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the Project site without charge to the Department. If the Consultant does not correct such condemned work and remove rejected materials within a reasonable time, fixed by written notice, the Department may remove them and charge the expense to the Consultant.

33. RELEASE OF INFORMATION. The Consultant may not issue press releases or provide information to any third party regarding the Project without the prior written approval of the Department.

34. SAFETY. The Consultant shall initiate, maintain and provide coordination of safety precautions and programs in connection with its services and shall comply with any applicable safety plan in accordance with applicable laws. The Department may take actions in an emergency to safeguard or protect the Project site and/or to protect public health, safety or welfare, or the environment.

35. SITE ACCESS. Unless the Scope of Work provides otherwise, the Department shall obtain or provide reasonable access for the Consultant to the Project site when necessary and at any reasonable time requested. The Department reserves the right to inspect the Project site for the purpose of determining progress under the Contract and to ensure that work has been completed in compliance with the Contract. Nothing herein shall be construed as restricting the inspection or access authority of the Department under any laws, including s. 292.11(8), Wis. Stats.

36. DATA. Except as otherwise provided by law, the Department shall attempt to provide the Consultant with all relevant data and information in its possession regarding the Project site. However, in providing such data and information, the Department assumes no responsibility for its accuracy, reliability or completeness.

37. STANDARD OF PERFORMANCE. The Consultant's services shall be performed with the usual thoroughness, skill and competence of the consulting profession, in accordance with the standard for professional services prevailing at the time those services are rendered.

38. SURVIVAL. These General Terms and Conditions shall survive the completion of the services under this Contract and the termination of this Contract for any cause.

39. SUCCESSORS AND ASSIGNS. The Department and the Consultant each bind themselves, their respective partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this Contract.

40. TAX DELINQUENCY. Consultants which have a delinquent Wisconsin tax liability may have their payments offset by the State.

41. TAXES. The State and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise 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. The Department may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Consultants performing construction activities are required to pay state use tax on the cost of materials.

42. TESTIMONY. The Consultant shall make its employees available to testify at administrative hearings and in court on behalf of the Department regarding the work conducted under this Contract. Any costs associated with such testimony shall be billed to the Department on an itemized invoice. The hourly rates charged for testifying and for travel to and from the hearing or court proceeding may not exceed the rates listed on the Consultant's Classification Rate Schedule in effect at the time that the testimony is given.

43. TITLES. The headings or titles of Sections of this Contract are used for convenience and ease of reference and are not intended to limit the scope or intent of the Sections.

44. WARRANTY. With respect to any work or activities performed under this Contract, except where a longer warranty period is provided by the manufacturer or supplier of any equipment or materials, the Consultant warrants that for one year the work will be free from defects in material or workmanship and that all construction services and material furnished shall be in accordance with the Consultant's proposal as accepted by the Department and the Department's SOW. This warranty shall survive acceptance and payment and shall not be exclusive. Manufacturers' warranties received by the Consultant which are applicable to any items furnished by the Consultant shall survive acceptance and payment, and shall run to the Department, its successors and assigns, and may not be exclusive. The Consultant shall obtain any warranties which vendors, contractors and subcontractors would give in normal commercial practice. At the Department's option, the Consultant shall either promptly repair or replace defective items and work after receipt of the Department's written notice of a defect.

ATTACHMENT 4

RR-0157 Payment Request Cover Sheet

Notice: Use this form to request payment for professional services performed for the DNR's Remediation and Redevelopment Program or request reimbursement under a grant agreement with the Wisconsin Department of Natural Resources (DNR). Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law (§§ 19.31-19.39, Wis. Stat.).

Instructions: Submit this completed form and invoices to the DNR's project manager and/or grant project coordinator. Invoices must be complete to be processed.

Vendor/Grant Recipient Name	Invoice Number	DNR Purchase Order Number <i>Leave blank for grant reimbursement requests</i>
Project Name		Request Type ☐ Partial - # ☐ Final

Services Performed		Amount Requested
Payment/ Reimbursement Request		
Total Amount Requested:		\$ 0.00

Description & Approval Date		Amount
Initial Contract/ Grant Value		
Change Order(s)		
Total Contract/Grant Value:		\$ 0.00
Payments/Reimbursements to Date:		\$ 0.00
Percent Complete:		0.0%
Contract/Grant Amount Remaining:		\$ 0.00

Certification

I certify that to the best of my knowledge and belief the billed costs are based on actual work completed, payments of record, have not been previously requested, and are in accordance with all eligible cost and reimbursement provision(s) in the agreement, solicitation documents and/or grant program.

Signature of Authorized Representative	Printed Name	Date Signed
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DNR Use Only

Signature of Project Manager	Date	Date Invoice Received
Signature of Grant Project Coordinator	Date	