

**SPECIFICATIONS/SCOPE OF WORK  
(March 2018)**

**KECK FARM  
TOWN OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN**

This scope of work sets forth the requirements for performing sampling (including groundwater elevations) and analysis of selected groundwater monitoring wells at and near Keck Farm, Bureau of Remediation and Redevelopment Tracking System (BRRTS) #02-28-000945. Requirements are also included for inventorying, measuring well depths, surveying, and re-development of wells, creating an updated site map, consolidating historical tables, and preparing summary reports after each round of groundwater monitoring.

**I. INTRODUCTION**

Keck Farm is located in the S ½ of the NE ¼ of Section 15, T8N, R14E, Town of Watertown, Jefferson County, Wisconsin. The State of Wisconsin, through the Department of Natural Resources' (DNR) Remediation & Redevelopment Program, will be monitoring the degree and extent of groundwater contamination originating from the site. Most of the monitoring wells haven't been sampled in several years. The primary groundwater contaminants are volatile organic compounds (VOCs), specifically chlorinated solvents. This scope of work describes the requirements for collecting and analyzing groundwater samples from 20 monitoring wells and 1 private well for the presence of VOCs. Other tasks include inventorying wells, measuring well depths, surveying, well re-development, and reporting including the creation of an updated site map and consolidating historical tables.

The objectives of the sampling and analysis program are:

- A. Conducting an inventory of existing wells at the site including measuring all well depths, conducting a professional survey of existing wells to include horizontal locations to nearest 1 ft, casing elevations to 0.01 ft., ground surface elevations to 0.1 ft., labeling all wells, replacing all well locks, identifying necessary repairs, and preparation of an updated site map. All inventory information shall be submitted to DNR via hardcopy and also electronically.
- B. Re-development of 20 monitoring wells before the first samples are collected and collect groundwater elevations and samples from 20 monitoring wells and 1 private well twice between 90 and 120 days apart for VOC analysis according to accepted quality assurance/quality control procedures and the DNR Groundwater Sampling Field Manual and Desk Reference ([DG037 Part 1](#), [DG037 Part 2](#) and [DG038](#)). Groundwater samples must be analyzed according to analytical method SW846-8260B with appropriate detection limits. Analysis must be done by a laboratory that is certified by the Wisconsin Laboratory Certification Program to perform the specified methods.
- C. Reporting the results of each round of analyses within 60 days of receipt of the data from the laboratory. The reports must include a narrative summary of results, site map with shallow and deep groundwater flow maps, an isoconcentration map, consolidated (combining historical and current data) tables including groundwater elevations and laboratory analytical data (highlighting NR 140 ES exceedances), field sampling sheets, monitoring well development forms, and laboratory reporting sheets and narratives. All information shall also be submitted electronically.
- D. Containerization and subsequent legal disposal of all purge water associated with re-development and sampling. Some purge water may be considered hazardous waste, based upon high VOC concentrations.

- E. Contingency costs for authorized and necessary monitoring well repairs and additional monitoring will be added to the final contract and Purchase Order by DNR.

## II. SPECIFIED TASKS

### A. QUALITY ASSURANCE PLAN

A Quality Assurance/Quality Control Plan shall be developed and submitted by the contractor and approved by the Department prior to the start of field sampling at the beginning of the contract period, unless an approved Plan has previously been submitted to the Department by the contractor. It shall include a discussion of, but not be limited to, field purging and sampling techniques, use of QED systems and other pertinent methods of sample collection, handling of development and purge water, methods of laboratory analyses, chain of custody procedures, and decontamination procedures for sampling equipment. After Department approval, this plan must be resubmitted for approval only when revisions are necessary.

### B. SITE SAFETY PLAN

The Contractor is responsible for developing and implementing a site safety plan for sampling of the groundwater monitoring wells. The plan shall be submitted to the Department prior to the start of sampling. This plan must be resubmitted for Department review only when revisions are necessary.

### C. MONITORING WELL INVENTORY

A list of wells at the site is included as Table 1 and estimated locations are shown in Figure 2. A 4-wheel drive or all-terrain vehicle will be necessary to access certain wells, particularly near or within the east tree line and the farm field. Most monitoring wells at the site haven't been sampled in several years. Furthermore, some wells were reportedly installed in 2007 and 2008, but the Responsible Party (RP) went bankrupt before updated site maps, summary tables, and well construction forms could be submitted to the DNR. New monitoring well locations have been estimated on Figure 2. The Contractor must conduct an inventory of 58 existing wells at the site including measuring all well depths, conducting a professional survey of existing wells to include horizontal locations to nearest 1 ft, casing elevations to 0.01 ft., ground surface elevations to 0.1 ft., labeling all wells (if un-labeled), identifying necessary repairs, and preparing an updated site map. All inventory information shall be submitted to DNR via hard copy and electronically. All monitoring well locks will need to be replaced with identical locks and a copy of the single key that opens each well must be submitted to DNR. Contingency costs for necessary repairs and additional monitoring will be added to the final contract and Purchase Order by DNR.

### D. WATER ELEVATION MEASUREMENT, RE-DEVELOPMENT, SAMPLING AND ANALYSIS OF GROUNDWATER FROM WELLS

1. Groundwater elevations shall be measured on all monitoring wells (46; not included in this number is monitoring well MW-31D (abandoned) and recovery and injection wells) at the Keck Farm on two occasions between 90 and 120 days apart, before any water is purged from the wells. Table 1 lists all monitoring points requiring water elevation measurements. Well monitoring locations are identified on the attached Figure 2. Several monitoring wells are located within farm fields. The Contractor must minimize crop damage and compaction to the extent practicable on the way to and from monitoring

wells during all activities in this scope of work. The monitoring schedule may need to be adjusted to minimize crop damage.

2. Monitoring wells that are scheduled to be sampled for VOCs will be re-developed per s. NR 141.21, Wis. Adm. Code. Development water will be properly containerized pending laboratory analytical data. Well re-development information will be documented on DNR Form 4400-113B and submitted to DNR as part of the first report.
3. Monitoring wells specified in Table 1 shall be sampled and analyzed for VOCs on two occasions between 90 to 120 days apart with the first event occurring within 90 days of authorization. Analysis shall be done according to EPA Analytical Method SW846-8260B, by a DNR-certified laboratory. Detection limits shall be appropriate to the analytical method and shall comply with the requirements of s. NR 140.16(2), Wis. Adm. Code. The property owner (Jerome Keck) must be notified prior to each sampling event but permission to access the property will be arranged by DNR. Questions by neighbors regarding the sampling should also be directed to DNR.
4. One private well at N8957 West Rd. (approximately 0.6 miles northwest of site) will also be sampled for VOC analysis during both sampling events according EPA Method SW-846-8260B or 524.2, with detection limits appropriate to the analytical method. The Contractor must notify the homeowner before sampling is conducted and mail the results with a cover letter to the homeowner. Permission to access the well will be arranged by DNR.
5. Quality assurance samples shall be collected in accordance with the Department's "Groundwater Sampling Desk Reference", September 1996; Publication Number PUBL-DG-037 96, pp. 98-100. The costs for these QA trip blank, field blank, and field duplicate samples shall be incorporated into the costs for sampling the monitoring wells and private well.
6. Contaminated purge water from developing and purging monitoring wells shall be containerized and properly disposed of pending receipt of groundwater analytical data. Note that purge water from several of the monitoring wells may contain VOC concentrations that make it characteristically hazardous. The Contractor shall be responsible for all costs associated with proper disposal of development and purge water and will identify purging methods in the Bid Price Sheet and groundwater monitoring report. Re-development and purge water from monitoring well MW-26C may be thin-spread of on the ground surface during the first round of sampling and purge water from monitoring wells MW-26C and MW-46D may be thin-spread on the ground surface during the second round of sampling if VOCs are not detected in samples collected from these wells during the first round. The Contractor shall also be responsible for disposal of all decontamination water and PPE.

### III. SCHEDULE AND DELIVERABLES

- A. The Contractor shall measure water elevations and collect the first round of samples from sampling points listed in Table 1 no later than 90 days after being authorized to proceed with the monitoring. The Contractor shall collect the second round of water elevations and samples from sampling points listed in Table 1 between 90 and 120 days after the first round.
- B. The DNR Project Manager shall be notified by email of any problems or delays with the field or laboratory work.

- C. All results shall be submitted to the Department no later than 60 days after receipt of laboratory analytical data for each sampling event. The results shall include a narrative summary, a groundwater contour map for both water table and deep (“D” wells) groundwater, an isoconcentration map, a groundwater elevation data summary table, a groundwater analytical data summary table, field sampling sheets, well development forms, and the laboratory analytical report from the laboratory. The narrative summary shall include a summary of field methods, deviations from the approved Quality Assurance/Quality Control Plan or any other problems or comments concerning collection, transportation, or analysis of the samples, and significant results including a summary of all NR 140 ES exceedances. The report shall be submitted as a hardcopy and also electronically as a single .pdf document. An itemized invoice for services performed and a State of Wisconsin Invoice for Professional Services form shall be submitted with the results.
- D. Groundwater elevation and analytical summary tables stated above shall incorporate the historical data included in the tables in this RFP. The Contractor shall include both the historical data and the data that they collect into one Groundwater Elevation summary table and one Groundwater Analytical Data summary table. The updated summary tables shall be submitted with each report and also separately in .xlsx format to the DNR Project Manager.
- E. A cover letter and the analytical results from the laboratory shall be mailed to the homeowner, Mr. Mark Zastrow, at N8957 West Rd., Watertown, WI 53094. The DNR Project Manager shall be copied electronically on the letter.

#### IV. STATE OF WISCONSIN RESPONSIBILITIES

The State of Wisconsin, through the Department of Natural Resources, agrees to provide the following support:

- A. The Department shall assign a project manager to serve as an official representative of the Department who shall resolve in writing any problems of policy and procedure issues and shall provide information about the site. The current project manager is Jason Lowery in the DNR Central Office.
- B. The Department shall provide personnel to conduct on-site inspections with interested contractors for the purpose of bid or updated price preparation.
- C. The Department shall make available all historical information included in the site file. The site file is located in the Central Office at 101 S. Webster St., Madison, WI 53707. Historical monitoring well construction and analytical data is also included as part of this RFP and other historical information including an EPA Preliminary Assessment and Site Inspection is included on BRRTS on the Web at <http://dnr.wi.gov/botw/GetActivityDetail.do?siteId=4418600&adn=0228000945>

#### V. COST ESTIMATE/BID PROCESS

- A. The bid price sheet (paper copy) shall be completed and submitted by 4:30 p.m., Friday, June 1, 2018 to Jason Lowery, DNR – Central Office, 101 S. Webster St., Madison, WI 53707. This sheet can be submitted electronically by e-mail, but a paper copy is required.
- B. Ensure Unit Costs include all expenditures by the bidder, consultant and commodity or sub-contractor.

- C. The contract resulting from this process covers the period from July 1, 2018 through June 30, 2019. The contract will be subject to two possible one-year renewal options.
- D. The contract for the work described herein will be awarded to the qualified bidder with the lowest-cost bid.
- E. Reimbursement requests shall follow the format of the cost estimate/bid price sheet. Progress reports shall be submitted with each reimbursement request that detail the accomplishments for the time period of the request, any problems encountered and their resolution, and any needed monitoring well repairs.

## VI. EXTRA WORK

In addition to the work specified previously, maintenance and repair work to the monitoring wells may be required by the Department. The Department may also request sampling of additional wells. Since this work cannot be predicted, the Department will reimburse the Contractor on a time and materials basis for any maintenance and additional sampling work. The Department and the Contractor will negotiate the reimbursement rate and it must be approved **before** any maintenance or additional sampling is conducted. A line item with a pre-determined amount for Contingency Costs has not been included on the Bid Sheet but an estimated maximum will be added to the final contract and Purchase Order.

**BID PRICE SHEET**  
2018 Keck Farm Groundwater Monitoring

Description	Unit Cost	Units	Total Cost
Quality Assurance Plan		1	
Site Safety Plan		1	
Monitoring Well Inventory – 58 wells – measure well depths, label wells, identify necessary repairs, professional horizontal & vertical survey with updated (to scale) site map		1	
Water elevation measurements - 46 monitoring wells per sampling round		2	
Re-develop 20 monitoring wells – includes Well Development Forms		1	
Sample 20 monitoring wells for VOCs (including lab and QA sampling costs) – describe purging method below with more detail in reports		2	
Purging method (use space below if needed):			
Sample 1 private well for VOCs - includes lab costs, coordination with homeowner, and follow-up letter		2	
Containerize and properly dispose of development and purge water		1	
Groundwater monitoring reports		2	
Incorporate historical data into water elevation and analytical tables		1	
Lock Replacement (all wells)		1	
<b>Total Bid Price (annual cost)</b>			

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name \_\_\_\_\_

Complete and sign this sheet, and return it by 4:30 p.m., June 1, 2018 to:  
Jason Lowery, DNR – Central Office, 101 S. Webster St., Madison, WI 53707  
jason.lowery@wisconsin.gov

# **APPENDIX A**

## FIGURES

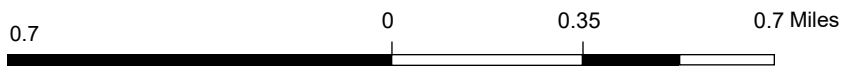


Figure 1: Site Location Map



Legend

- Open Site (ongoing cleanup)
- Open Site Boundary
- Closed Site (completed cleanup)
- Closed Site Boundary
- Groundwater Contamination
- Soil Contamination
- Groundwater and Soil Contamination
- Contamination From Another Property
- Dryclean Environmental Response Fund (DERF)
- Green Space Grant (2004-2009)
- Ready for Reuse
- Site Assessment Grant (2001-2009)
- State Funded Response
- Sustainable Urban Development Zone (SUDZ)
- ▼ General Liability Clarification Letters
- ▼ Superfund NPL
- ▼ Voluntary Party Liability Exemption
- PLSS Townships
- PLSS Sections
- PLSS Q-Q Sections
- Rivers and Streams
- Open Water
- Municipality
- State Boundaries
- County Boundaries
- Major Roads



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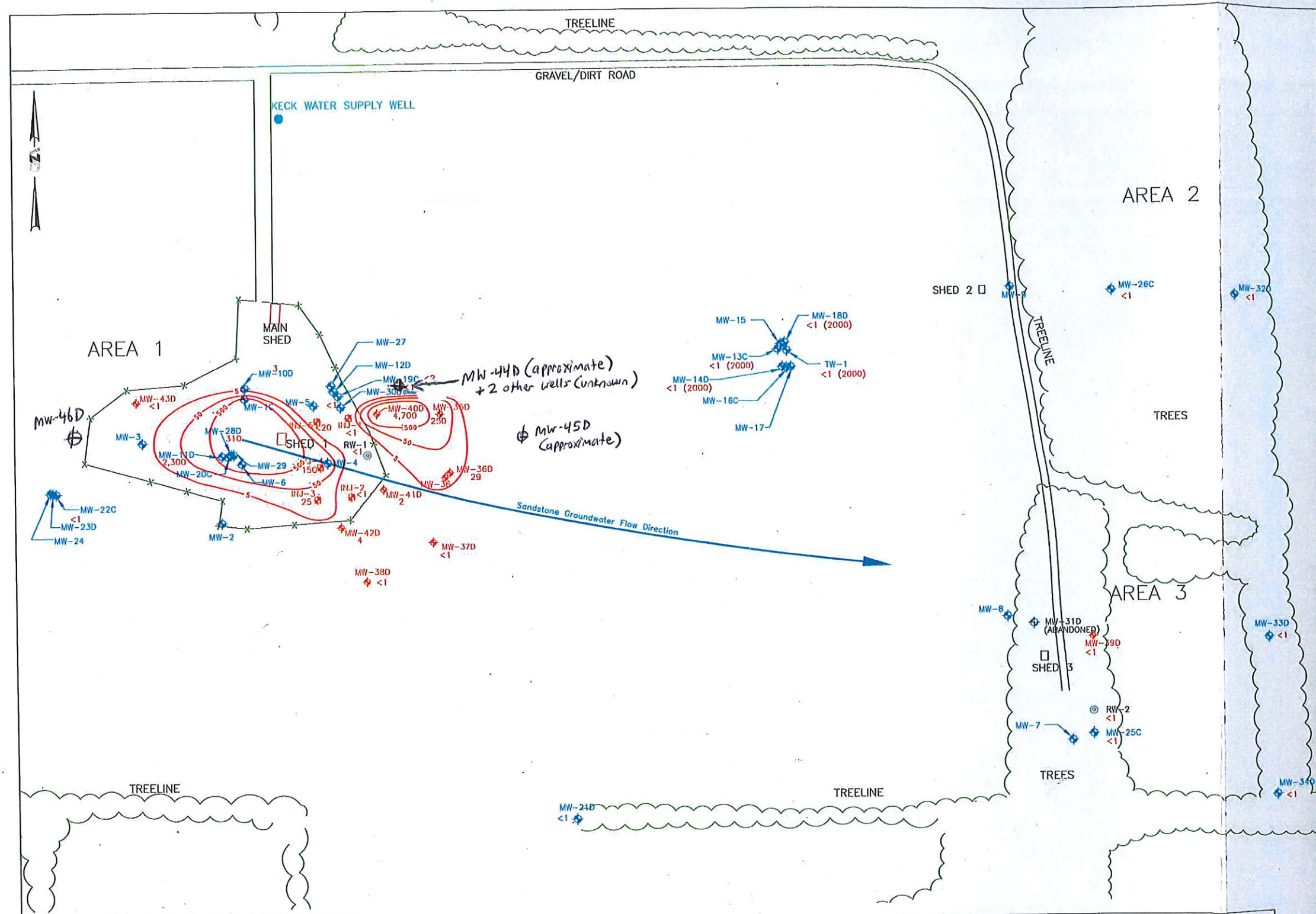


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**Note: Not all sites are mapped.**

Notes





**NOTES**

1. BASE MAP WITH SITE FEATURES AND MONITORING WELLS OBTAINED FROM LEGGETTE, BRASHEARS, & GRAHAM, INC. (LBG).
2. MONITORING WELLS MW-35D THROUGH MW-39D INSTALLED BY GZA GEOENVIRONMENTAL, INC. DURING NOVEMBER AND DECEMBER 2002.
3. MONITORING WELLS WITH NO LETTER DESIGNATION ARE SCREENED IN THE TILL.
4. MONITORING WELLS WITH LETTER DESIGNATION "C" ARE SCREENED IN A SAND AND GRAVEL "CONTACT ZONE" BETWEEN THE TILL AND SANDSTONE.
5. MONITORING WELLS WITH LETTER DESIGNATION "D" ARE SCREENED IN THE SANDSTONE AQUIFER.

**LEGEND**

- MW-2 MONITORING WELL (INSTALLED BY LBG DURING 1989-1990)
- MW-35D MONITORING WELL (INSTALLED BY GZA DURING 2002 - 2004) TCE CONCENTRATIONS IN ug/L
- RW-1 RECOVERY WELL (INSTALLED BY LBG IN 1991)
- INJ-2 INJECTION WELL (INSTALLED BY GZA IN 2004)
- 500 TCE CONCENTRATION CONTOUR LINE (LOGRITHMIC SCALE)

REV. NO.	DESCRIPTION	BY	DATE
	PROJ. MGR: BCF DESIGNED BY: BCF REVIEWED BY: JCO	OPERATOR: CLK	DATE: 4/18/07
 1" = 120' APPROXIMATE SCALE			
<b>KECK FARM</b> WATERTOWN, WISCONSIN <b>TCE CONCENTRATIONS IN THE SANDSTONE AQUIFER</b> <b>NOVEMBER 2006/MARCH 2007</b>			
JOB NO.		150549.35	
FIGURE NO.		2	

© 2002 GZA Geoenvironmental, Inc. GZA Drawing #150549.35 11/20/06. 2006 Activities. This is a summary report. TCE Concentrations Last Modified Apr 18, 2007 - 2:53pm. Plotted on: Apr 18, 2007 - 3:20pm by Bernard Fenech

**APPENDIX B**  
TABLES

Table 1 - Keck Farm Monitoring Well Tasks

Well Name	Inventory	GW Elevations	Redevelopment and VOC Sampling
MW-1C	x	x	x
MW-2	x	x	
MW-3	x	x	x
MW-4	x	x	x
MW-5	x	x	x
MW-6	x	x	x
MW-7	x	x	x
MW-8	x	x	x
MW-9	x	x	x
MW-10D	x	x	
MW-11D	x	x	x
MW-12D	x	x	
MW-13C	x	x	
MW-14D	x	x	
MW-15	x	x	
MW-16C	x	x	
MW-17	x	x	
MW-18D	x	x	
MW-19C	x	x	x
MW-20C	x	x	x
MW-21D	x	x	
MW-22C	x	x	
MW-23D	x	x	
MW-24	x	x	
MW-25C	x	x	
MW-26C	x	x	x
MW-27	x	x	
MW-28D	x	x	x
MW-29	x	x	
MW-30D	x	x	
MW-31D	monitoring well MW-31D abandoned		
MW-32D	x	x	
MW-33D	x	x	
MW-34D	x	x	
MW-35D	x	x	x
MW-36	x	x	
MW-36D	x	x	x
MW-37D	x	x	
MW-38D	x	x	
MW-39D	x	x	
MW-40D	x	x	x
MW-41D	x	x	
MW-42D	x	x	
MW-43D	x	x	x
MW-44D	x	x	x
MW-45D	x	x	x
MW-46D	x	x	x
TW-1	x		
RW-1	x		
RW-2	x		
INJ-1	x		
INJ-2	x		
INJ-3	x		
INJ-4	x		
INJ-5	x		
INJ-6	x		
INJ-7	x		
INJ-8	x		
INJ-9	x		
Potable Well PW-16, N8957 West Rd.			x
TOTAL	58	46	21























**TABLE 4**  
**MONITORING AND INJECTION WELL CONSTRUCTION SUMMARY AND**  
**WATER LEVEL MEASUREMENTS**  
**Keck Farm Property**  
**Watertown, Wisconsin**

Well Number	Well by Area	Grade Elevation (ft)	Top of Casing Elevation (ft)	Screen Interval (ft below grade)	Screen Interval (ft msl)	Water Depth (ft)							Water Elevation								
						Nov 12, 2002	Jan 16, 2003	May 5, 2003	Nov 20, 2003	Oct 27, 2004	Nov 22, 2004	Mar 18, 2005	Apr 21, 2005	Nov 12, 2002	Jan 16, 2003	May 5, 2003	Nov 20, 2003	Oct 27, 2004	Nov 22, 2004	Mar 18, 2005	Apr 21, 2005
MW-1C	1	868.9	870.88	100 to 110	768.9 to 758.9	53.71	54.45	54.42	55.46	51.14	51.31	52.14	52.05	817.17	816.43	816.46	815.42	819.74	819.57	818.74	818.83
MW-2	1	867.0	868.98	60.5 to 65.5	806.5 to 801.5	45.99	47.39	48.47	49.74	41.07	42.01	44.80	44.83	822.99	821.59	820.51	819.24	827.91	826.97	824.18	824.15
MW-3	1	845.4	847.19	35 to 40	810.4 to 805.4	25.66	26.67	27.11	28.43	22.13	22.55	23.87	23.58	821.53	820.52	820.08	818.76	825.06	824.64	823.32	823.61
MW-4	1	861.7	863.54	60.4 to 65.4	801.3 to 796.3	40.04	41.58	41.75	44.40	34.16	35.27	37.95	37.76	823.50	821.96	821.79	819.14	829.38	828.27	825.59	825.78
MW-5	1	863.5	865.32	55 to 60	808.5 to 803.5	41.19	42.82	NM	45.65	34.40	36.00	39.07	38.79	824.13	822.50	NM	819.67	830.92	829.32	826.25	826.53
MW-6	1	868.0	869.84	60 to 65	808.0 to 803.0	47.43	48.46	47.30	50.91	42.40	43.24	45.66	45.44	822.41	821.38	822.54	818.93	827.44	826.60	824.18	824.40
MW-7	3	859.3	861.07	50 to 55	809.3 to 804.3	42.07	43.11	44.55	46.14	38.61	38.99	41.29	41.21	819.00	817.96	816.52	814.93	822.46	822.08	819.78	819.86
MW-8	3	881.4	883.07	65 to 70	816.4 to 811.4	62.32	63.36	NM	67.19	51.21	58.55	61.20	61.29	820.75	819.71	NM	815.88	831.86	824.52	821.87	821.78
MW-9	2	884.8	886.62	80 to 85	804.8 to 799.8	65.62	66.47	68.72	70.31	61.30	61.49	64.19	64.69	821.00	820.15	817.90	816.31	825.32	825.13	822.43	821.93
MW-10D	1	868.9	871.08	131 to 141	737.9 to 727.9	53.89	54.64	54.42	55.66	51.39	51.56	52.31	52.25	817.19	816.44	816.66	815.42	819.69	819.52	818.77	818.83
MW-11D	1	866.9	868.96	130 to 140	736.9 to 726.9	51.75	52.54	53.35	53.64	49.25	49.35	50.23	50.08	817.21	816.42	815.61	815.32	819.71	819.61	818.73	818.88
MW-12D	1	864.1	866.10	130 to 140	734.1 to 724.1	48.95	49.71	49.48	NM	NM	NM	NM	NM	817.15	816.39	816.62	NM	NM	NM	NM	NM
MW-13C	N	882.0	884.32	131 to 136	751.0 to 746.0	68.02	68.79	NM	70.03	64.58	65.80	66.69	66.59	816.30	815.53	NM	814.29	819.74	818.52	817.63	817.73
MW-14D	N	881.8	884.07	168 to 173	713.8 to 708.8	67.70	68.53	68.52	69.77	64.39	65.53	66.40	66.36	816.37	815.54	815.55	814.30	819.68	818.54	817.67	817.71
MW-15	N	882.1	884.20	66 to 76	816.1 to 806.1	60.36	61.81	63.87	66.30	55.18	55.81	58.99	59.08	823.84	822.39	820.33	817.90	829.02	828.39	825.21	825.12
MW-16C	N	881.8	884.44	132 to 137	749.8 to 744.8	67.73	68.58	68.55	69.87	65.37	65.63	66.42	66.35	816.71	815.86	815.89	814.57	819.07	818.81	818.02	818.09
MW-17	N	882.0	884.42	66 to 76	816.0 to 806.0	60.84	62.21	64.18	66.68	55.77	56.35	59.51	59.66	823.58	822.21	820.24	817.74	828.65	828.07	824.91	824.76
MW-18D	N	882.2	884.44	169 to 174	713.2 to 708.2	68.15	68.93	68.88	70.18	65.78	65.90	66.73	66.75	816.29	815.51	815.56	814.26	818.66	818.54	817.71	817.69
MW-19C	1	863.4	865.69	107 to 112	756.4 to 751.4	47.96	48.78	48.50	49.90	44.41	44.63	45.63	45.48	817.73	816.91	817.19	815.79	821.28	821.06	820.06	820.21
MW-20C	1	867.5	870.01	108 to 113	760.0 to 755.0	52.71	53.53	53.28	54.58	50.22	50.44	51.21	51.15	817.30	816.48	816.73	815.43	819.79	819.57	818.80	818.86
MW-21D	N	861.8	863.80	120 to 125	741.8 to 736.8	47.28	48.13	47.80	47.68	44.90	45.06	44.61	45.88	816.52	815.67	816.00	816.12	818.90	818.74	819.19	817.92
MW-22C	1	831.1	832.59	82 to 87	749.1 to 744.1	15.13	15.98	15.61	16.95	12.68	12.78	NM	13.56	817.46	816.61	816.98	815.64	819.91	819.81	NM	819.03

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**Watertown, Wisconsin**

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						Nov 12, 2002	Jan 16, 2003	May 5, 2003	Nov 20, 2003	Oct 27, 2004	Nov 22, 2004	Mar 18, 2005	Apr 21, 2005	Nov 12, 2002	Jan 16, 2003	May 5, 2003	Nov 20, 2003	Oct 27, 2004	Nov 22, 2004	Mar 18, 2005	Apr 21, 2005
MW-23D	1	830.7	832.54	120 to 125	710.7 to 705.7	15.39	16.23	15.82	17.17	12.96	13.15	NM	13.85	817.15	816.31	816.72	815.37	819.58	819.39	NM	818.69
MW-24	1	830.3	832.68	20 to 30	810.3 to 800.3	10.71	11.55	11.01	12.21	8.23	8.13	NM	8.45	821.97	821.13	821.67	820.47	824.45	824.55	NM	824.23
MW-25C	3	853.1	855.01	124 to 129	729.1 to 724.1	38.98	46.5 <sup>(S)</sup>	40.22	40.62	36.12	36.24	54.17 <sup>(S)</sup>	37.61	816.03	808.51 <sup>(S)</sup>	814.79	814.39	818.89	818.77	800.84 <sup>(S)</sup>	817.40
MW-26C	2	846.2	848.33	115 to 120	731.2 to 726.2	32.83	33.65	33.48	34.66	30.63	30.85	31.62	31.58	815.50	814.68	814.85	813.67	817.70	817.48	816.71	816.75
MW-27	1	864.2	866.24	85 to 90	779.2 to 774.2	43.14	44.57	42.85	47.12	37.87	38.84	40.89	40.63	823.10	821.67	823.39	819.12	828.37	827.40	825.35	825.61
MW-28D	1	867.9	870.47	188 to 193	679.9 to 674.9	53.24	54.07	53.83	55.06	50.78	50.96	51.72	51.68	817.23	816.40	816.64	815.41	819.69	819.51	818.75	818.79
MW-29	1	868.1	870.37	80 to 85	788.1 to 783.1	48.56	49.64	48.78	51.78	43.63	44.45	46.76	46.66	821.81	820.73	821.59	818.59	826.74	825.92	823.61	823.71
MW-30D	1	862.7	864.85	200 to 210	662.7 to 652.7	50.01	50.60	50.15	51.19	47.92	48.13	48.53	48.48	814.84	814.25	814.70	813.66	816.93	816.72	816.32	816.37
MW-31D	3	867.5	868.92	143 to 148	724.5 to 719.5	53.29	Aban.	Aban.	Aban.	Aban.	Aban.	Aban.	Aban.	815.63	Aban.	Aban.	Aban.	Aban.	Aban.	Aban.	Aban.
MW-32D	2	817.2	819.76	95 to 105	722.2 to 712.2	4.41	5.05	4.95	6.17	2.24	2.32	3.11	3.07	815.35	814.71	814.81	813.59	817.52	817.44	816.65	816.69
MW-33D	3	815.4	817.35	75 to 85	740.4 to 730.4	2.31	3.05	2.92	4.07	0.32	0.63	1.19	1.15	815.04	814.30	814.43	813.28	817.03	816.72	816.16	816.20
MW-34D	3	820.9	822.86	82 to 92	738.9 to 728.9	7.96	8.65	8.50	9.59	5.90	6.13	6.78	6.69	814.90	814.21	814.36	813.27	816.96	816.73	816.08	816.17
MW-35D	1	859.1	861.56	139 to 149	720.1 to 710.1	NM	45.32	45.26	46.55	42.01	42.21	43.02	42.93	-	816.24	816.30	815.01	819.55	819.35	818.54	818.63
MW-36	1	858.2	860.58	30 to 45	828.2 to 813.2	NM	36.42	39.00	40.40	27.94	29.25	28.44	28.28	-	824.16	821.58	820.18	832.64	831.33	832.14	832.30
MW-36D	1	858.5	860.55	130 to 140	728.5 to 718.5	NM	44.31	44.27	45.55	41.02	41.20	42.02	41.95	-	816.24	816.28	815.00	819.53	819.35	818.53	818.60
MW-37D	1	856.1	858.51	130 to 140	726.1 to 716.1	NM	42.27	42.24	43.51	39.00	39.20	40.05	39.97	-	816.24	816.27	815.00	819.51	819.31	818.46	818.54
MW-38D	1	857.1	859.46	130 to 140	727.1 to 717.1	NM	43.16	43.07	44.34	39.88	40.04	40.91	40.82	-	816.30	816.39	815.12	819.58	819.42	818.55	818.64
MW-39D	1	850.9	852.81	120 to 130	730.9 to 720.9	NM	37.93	37.97	39.13	35.14	35.31	36.06	36.04	-	814.88	814.84	813.68	817.67	817.50	816.75	816.77
MW-40D	1	861.3	863.84	127 to 137	734.3 to 724.3	-	-	-	-	44.21	44.43	45.25	45.15	-	-	-	-	819.63	819.41	818.59	818.69
MW-41D	1	858.1	860.76	128 to 138	730.1 to 720.1	-	-	-	-	41.19	41.35	42.19	42.10	-	-	-	-	819.57	819.41	818.57	818.66
MW-42D	1	859.4	861.93	135 to 145	724.4 to 714.4	-	-	-	-	42.32	42.49	43.34	43.22	-	-	-	-	819.61	819.44	818.59	818.71
MW-43D	1	846.0	849.25	146 to 156	700.0 to 690.0	-	-	-	-	29.59	29.73	30.55	30.36	-	-	-	-	819.66	819.52	818.70	818.89

**TABLE 4**  
**MONITORING AND INJECTION WELL CONSTRUCTION SUMMARY AND**  
**WATER LEVEL MEASUREMENTS**  
**Keck Farm Property**  
**Watertown, Wisconsin**

Well Number	Well by Area	Grade Elevation (ft)	Top of Casing Elevation (ft)	Screen Interval (ft below grade)	Screen Interval (ft msl)	Water Depth (ft)								Water Elevation							
						Nov 12, 2002	Jan 16, 2003	May 5, 2003	Nov 20, 2003	Oct 27, 2004	Nov 22, 2004	Mar 18, 2005	Apr 21, 2005	Nov 12, 2002	Jan 16, 2003	May 5, 2003	Nov 20, 2003	Oct 27, 2004	Nov 22, 2004	Mar 18, 2005	Apr 21, 2005
						TW-1	N	882.4	884.75	149 to 174	733.4 to 708.4	68.40	68.21	NM	70.45	66.08	66.24	67.13	67.09	816.35	816.54
RW-1	1	859.8	861.78	130 to 170	729.8 to 689.8	44.60	45.51	45.37	46.69	41.52	42.19	43.59	43.46	817.18	816.27	816.41	815.09	820.26	819.59	818.19	818.32
RW-2	3	852.5	854.45	126 to 166	726.5 to 686.5	38.88	39.74	39.52	40.58	36.50	36.73	37.55	37.48	815.57	814.71	814.93	813.87	817.95	817.72	816.90	816.97
Inj-1	1	862.1	865.11	118 to 188	744.1 to 674.1	-	-	-	-	45.56	45.66	46.46	46.36	-	-	-	-	819.55	819.45	818.65	818.75
Inj-2	1	859.6	861.72	116 to 186	743.6 to 673.6	-	-	-	-	NM	32.52	43.32	43.21	-	-	-	-	NM	NM	818.40	818.51
Inj-3	1	861.7	864.57	113 to 183	748.7 to 678.7	-	-	-	-	45.04	45.18	45.97	45.93	-	-	-	-	819.53	819.39	818.60	818.64
Inj-4	1	861.0	864.97	115 to 185	746.0 to 676.0	-	-	-	-	NM	45.54	46.42	46.22	-	-	-	-	NM	819.43	818.55	818.75
Inj-5	1	863.3	866.56	120 to 190	743.3 to 673.3	-	-	-	-	NM	47.16	48.02	47.90	-	-	-	-	NM	819.40	818.54	818.66

**Notes:**

- 1) "1", "2", or "3" denote that the monitoring well is located in sources defined as Areas 1, 2, or 3, respectively.
- 2) "N" denotes that the monitoring well is not located in any particular source area.
- 3) Elevations for wells MW1 through MW-34, TW-1, RW-1, and RW-2 obtained from Leggette, Brashears, & Graham, Inc. tables.
- 4) Wells MW-35 through MW-43 and Inj-1 through Inj-5 were surveyed by GZA GeoEnvironmental, Inc. utilizing a laser level with the elevations calculated relative to existing wells.
- 5) The water level measured for MW-25C is not representative of static water level conditions. More than a month is required for the water level in the well to return to static conditions after sampling.
- 6) "NM" denotes that the water level in the well was not measured due to various reasons.

**Additional Data from 2008:**

Monitoring well 44D - 145' deep, 10' screen, 42.20' to groundwater from TOC (11/24/08)  
 Monitoring well 45D - 138' deep, 10' screen, 38.21' to groundwater from TOC (11/18/08)  
 Monitoring well 46D - 127' deep, 10' screen, 14.43' to groundwater from TOC (11/18/08)



## Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attach-

ments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

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

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

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

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

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

**19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

**19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

**19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

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

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

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

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

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

**23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

**23.3** The state reserves the right to require higher or lower limits where warranted.

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

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

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

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

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

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

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

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

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

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible.

Bidders are encouraged to bid products with recycled content which meet specifications.

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

**31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

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

**33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590.

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

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



## Supplemental Standard Terms and Conditions for Procurements for Services

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

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

**2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

**2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

**2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

**2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

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

**3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

**3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

**3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will

neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

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

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

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

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

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

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