

**File Note**

**BRRTS Case Number was changed 02/10/2023 for administrative purposes**

**Current BRRTS# 07-16-591466, Superior Slips**

**Former BRRTS# 07-16-585325, North End District/Clough Island Sediment**

## **ADVERTISEMENT FOR STATEMENTS OF QUALIFICATION**

### Superior Slips – Feasibility and Preliminary Design

The Bureau of Remediation and Redevelopment at the Wisconsin Department of Natural Resources (DNR) is seeking Statements of Qualifications from consultants interested in preparing feasibility studies and preliminary design items for sediment remediation in the Superior Slips. The WDNR intends to hire one qualified consultant to perform this work.

Interested consultants can find further details and download the complete RFQ at [https://ftp.wi.gov/Superior\\_Slips-FS-PD](https://ftp.wi.gov/Superior_Slips-FS-PD)

Username: dnr-rraccess

Password: You can type in anything but don't leave it blank

**Statements of Qualification must be received by 4:00pm, March 28, 2022.** DNR reserves the right to reject all submissions not deemed in the best interest of the agency or compliant with provided specifications.

Questions about this announcement may be submitted by March 28 in writing to:

Joe Graham – Remediation and Redevelopment  
Wisconsin Department of Natural Resources  
Spoooner Service Center  
810 W. Maple Street  
Spoooner, WI 54801

Or via e-mail:

[Joseph.Graham@Wisconsin.gov](mailto:Joseph.Graham@Wisconsin.gov)

**No phone calls on this RFQ will be accepted.**

**Request for Statements of Qualifications (RFQ)**  
**Superior Slips – Feasibility & Preliminary Designs**  
**BRRTS# 07-16-585325**  
**Wisconsin DNR – Bureau for Remediation and Redevelopment**  
**(March 28, 2022 SOQ Due Date)**

## **1. INTRODUCTION**

The Bureau for Remediation and Redevelopment (RR) in the Wisconsin Department of Natural Resources (DNR) is seeking Statements of Qualifications (SOQs) from qualified consultants interested in the preparation of feasibility studies<sup>1</sup> and preliminary design items for the remedial action of the Superior Slips in the St. Louis River Area of Concern (SLRAOC).

The Superior Slips (the Slips) are in the SLRAOC and collectively include three slips in Superior, Wisconsin: Tower Avenue, General Mills, and the Oil Barge Dock. For more than 135 years, the Superior Slips have been a mainstay for shipments of fossil fuels (petroleum and coal), grain, and various industrial activities. This use legacy has resulted in sediment contamination and documented impacts from petroleum, coal, heavy metals, and organotin.

Multiple lines of evidence show that sediment contamination in these Slips contributes to one or more Beneficial Use Impairments (BUI). Accordingly, the Remedial Action Plan (RAP) for the SLRAOC includes specific management actions for sediment remediation. The identification, selection, and ultimate implementation of remedial actions for contaminated sediment in the Slips is necessary to reduce the concentration, mass, mobility, toxicity, and volume of contamination that contributes to BUIs and presents risks to human and ecological receptors or serves as a continued source of water quality impairments. When complete, the RAORs and preliminary design will move these Slips toward remediation to address BUIs related to sediment contamination, contributing to the eventual delisting of the SLRAOC.

The Scope of Work (SOW) associated with this Request for SOQs will accomplish all efforts necessary to evaluate the technical, economic, and regulatory feasibility of various remedial alternatives, select remedial actions, and prepare preliminary design items, including but not limited to basis of design memoranda. In addition, the work includes all associated tasks to move sites towards remedial construction, such as the solicitation of public input, identification of applicable permits, permit application support, archeological and historic resource surveys, source control evaluations, and the identification and planning to address data gaps for pre-design investigations. The selected contractor will develop work plans, draft, and final FS reports, Quality Assurance Project Plans (QAPP), preliminary remedial design items, and interrelated technical memoranda or reports. Wisconsin DNR expects to partner with local stakeholders and submit one or more proposals for remedial action under the Great Lakes Legacy Act (GLLA) to the United States Environmental Protection Agency (EPA). If accepted as a GLLA project(s), the EPA will use the preliminary design items developed under the SOW to complete the design and construct the selected remedial actions in the Project's next stage. The SOW for this phase of the Project will be released under a separate Request for Proposals (RFP).

---

<sup>1</sup> Feasibility studies shall follow the requirements of Wis. Stats. Ch. 292, Wis. Admin. Code Chs. NR 700 to 754, and the substantive elements of EPA guidance. Reports to be prepared as remedial action options reports (RAORs) under Wisc. Admin. Code Ch. NR 722 and meet EPA requirements to the extent practicable.

## 2. SCOPE OF SERVICES

The consultant shall provide all necessary services to advance the feasibility and preliminary design portion of the Project in the required timeframes, including:

- Evaluations of sediment contamination sources and recontamination potential, and the identification of any necessary source control measures using available information
- Preparing remedial action options reports under Wis. Admin. Code NR 722
- Underwater archeological surveys and reports,
- Assistance with Section 106 of the National Historic Preservation Act (NHPA) grant deliverables for Federally funded projects
- Public participation meeting(s) on remedial alternatives and preliminary determination(s) of effect under Section 106 NHPA
- Organizing and facilitating technical meetings, conference calls, and webinars to effectuate the Project
- Preparing materials for and participating in public information meetings on selected remedies
- Identify and prepare lists with regulatory contacts for all local, state, and federal permits necessary to implement selected remedies
- Compiling information and other efforts needed to complete permit applications for construction
- Evaluations of dock wall stability or other technical considerations for constructability
- Preparing preliminary design items that meet GLLA project needs, including but not limited to, basis of design memoranda and items required under Wis. Admin. Code NR 724
- Producing 3-dimensional surfaces for construction, including preliminary design plans and select specifications for environmental considerations or controls during construction
- Identifying any data gaps for pre-design investigation(s)
- Planning for, collecting, interpreting, and using new data for the design from:
  - sediment sampling including chemical, geotechnical, and waste characterization.
  - surveys:
    - bathymetry
    - drone
    - objects (shoreline structures, utilities, down trees)
    - sediment poling
    - topography

## 3. CONTRACT REQUIREMENTS

Each selected consultant will be provided with DNR's standard Professional Services Contract (Attachment 1). If the firm cannot agree with DNR's contract provisions, DNR will select another consultant. DNR will not negotiate contract language.

The consultants that submit their qualifications to the DNR under this RFQ do so recognizing the following specific contract requirements:

### 3.1. Eligible Program Costs

Eligible program costs include costs for contractual support if those costs are **reasonable and allocable** to tasks specified in an approved scope of work for carrying out the activities. A contractor's indirect costs that are otherwise reasonable (i.e., 10% or less based on the DNR's preference) and normally charged to cost reimbursement contracts are allowable under this funding source.

### **3.2. 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 copyrighted materials conditions in Attachment 1 also apply.

### **3.3. Utilization of Business Enterprises**

The consultants shall make every effort to meet both State and Federal requirements

#### **3.3.1. State Requirements**

The state requires that the Consultant shall make every effort to award a minimum of 5% of the work to minority business enterprises. Minority Business Enterprise (MBE) means:

A sole proprietorship, partnership, joint venture, or corporation which is certified by the Wisconsin Department of Development to be 51% owned, controlled and actively managed by a Black, Hispanic, American Indian, Eskimo, Aleut, Native Hawaiian, Asian Indian, or a person of Asian-Pacific origin. The business must also be currently performing a useful business function.

The Consultant is required to submit a report to the DNR which identifies the MBE to whom the work was awarded and the value of said work. A current list of minority business enterprises may be obtained from:

The State of Wisconsin Department of Administration Minority and Disabled Veteran Owned Business (DVB) Certification Program Minority Business Certification Program

101 E Wilson St, 6th Floor

PO Box 7970

Madison, WI 53707

Tel: (608) 267-9550

Fax: (608) 267-0600

or at the following web link:

<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>

The 5% for participation of certified MBE is the only percentage that has been established by statute. Utilization of women owned, veteran owned, and small business is encouraged, but there is not a statutory percentage for these kinds of businesses.

#### **3.3.2. Federal Requirements**

DNR is funding Phase 1 of this project under a financial agreement with EPA, making the work subject to federal grant requirements. Consultants shall comply with the requirements of the EPA's Disadvantage Business Enterprise (DBE) Program contained in 40 CFR, Part 33. EPA requires that good faith efforts be made under 40 CFR, Part 33, Subpart C. Consultants shall make every possible effort to comply with the six good faith efforts at [40 CFR, Part 33, Section 33.301\(a\)-\(f\)](#) when procuring construction, equipment, services, and supplies for this project. Records documenting compliance with the six good faith efforts shall be retained. Pursuant to 2 CFR, Section 1500.3(b), EPA no longer certifies entities as Minority-Owned Entities or Women-Owned Entities per a class exemption issued in October 2019.

#### **4. CONSULTANT SELECTION PROCESS**

DNR is seeking SOQs from firms to evaluate their ability to perform the services outlined above. The SOQs must be relevant to the individuals that will be performing the work of this contract. Once the SOQs are received and evaluated, the top-rated firms will be invited to submit a formal proposal for services. A separate RFP will be issued to selected firms along with the SOW.

#### **5. STATEMENT OF QUALIFICATIONS SUBMITTAL FORMAT**

The SOQ should be submitted in the following sequence/format. The submittal should be in 11-point, Calibri font. Failure to comply with these requirements may be cause for the SOQ to be considered nonresponsive and not receive further consideration.

##### **5.1. LETTER OF TRANSMITTAL (maximum of 1 page)**

This letter should be signed by the proposed Project Manager and Engineer of Record (EOR), and should state concisely, in less than one page, the proposer's understanding of the work to be performed, and the abilities of the firm to perform the work effectively for the DNR. Do not include superfluous marketing information or materials.

##### **5.2. TITLE PAGE (1 page)**

The title page should state that it pertains to:

Request for Statements of Qualification  
Superior Slips – Feasibility & Preliminary Design  
BRRTS# 07-16-585395  
Wisconsin DNR – Bureau for Remediation and Redevelopment  
(March 28, 2022 SOQ Due Date)

The title page must include the name of the proposing firm, address, telephone number, name and email address of the proposed Project Manager, and the submittal date.

##### **5.3. TABLE OF CONTENTS (no page limit)**

The table of contents should identify the material by section, the beginning and ending page numbers of each section, and all appendices.

##### **5.4. FIRM PROFILE (maximum of 2 pages)**

In this section, respondents shall describe, in less than 2 pages, the firm and the range of services that the firm provides directly related to this RFQ. Emphasis should be on experience with contaminated sediment feasibility studies and remediation design. For all experience cited in response to this request for SOQ, respondents must identify the specific projects, geographic locations, and clients. Experience cited from nameless projects or anonymous clients will not be considered.

##### **5.5. PROJECT MANAGER QUALIFICATIONS AND RELATED EXPERIENCE (maximum of 3 pages)**

In less than 3 pages, respondents shall describe the pertinent qualifications of the proposed project manager (PM). Emphasis should be made on the ability to maintain project scope, schedule, and budget. One of the three pages shall be the PM's resume.

## **5.6. ENGINEER OF RECORD QUALIFICATIONS AND RELATED EXPERIENCE (maximum of 3 pages)**

In less than 3 pages, respondents shall describe the pertinent qualifications of the EOR. Emphasis should be made on the ability to develop plans and specifications for contaminated sediment remediation (particularly dredging and capping), reviewing and approving contractor submittals, and experience working adjacent to structures, utilities, and steep slopes. One of the three pages shall be the EOR's resume.

DNR requires the EOR to be a registered professional engineer (PE) in the State of Wisconsin, and to sign, PE stamp, and certify documents prepared under this SOW in accordance with the certification statement in NR 712.09(3)(a).

## **5.7. PROJECT TEAM QUALIFICATIONS AND RELATED EXPERIENCE (maximum of 6 pages)**

Respondents shall describe the proposed project team individuals including subcontractors, surveyors, and laboratories to be used on the Project. Descriptions should include individual's expertise, certifications, licenses, potential roles and responsibilities. This section may include resumes or summaries of qualifications and experiences of project team members, and should be specific to the individual that will be performing the work rather than the firm in general, and only for projects in the last ten years. Note the following requirements and specific areas to emphasize:

- Contaminated sediment remediation data collection and evaluation,
- Experience and success in working with the State of Wisconsin's ch. NR 700 rule series, and in particular chs. NR 716, NR 722, and NR 724,
- Development of representative conceptual site models, remedial action objectives, and cleanup goals,
- Evaluation of remedial technologies for sediment (monitored natural recovery, dredging, capping or others),
- Formulating and comparing remedial alternatives based on protection of human, health and the environment, and criteria for technical and economic feasibility,
- Experience soliciting public and primary stakeholder input on proposed alternatives,
- Construction cost estimation,
- Geotechnical and structural analysis of structures and slopes adjacent to dredging,
- Contaminated sediment remediation design and construction,
- Regulatory permit support including, but not limited to, Section 106 of the National Historic Preservation Act,
- Archeological field surveys (phase 1 and underwater surveys using CHIRP side-scan sonar),
- Topographic surveys shall be completed by registered professional land surveyors in the State of Wisconsin,
- Hydrographic surveyors are preferred to be certified through the National Society of Professional Surveyors and have experience with shallow water environments,
- Analytical laboratories must be ch. NR 149-certified.

### **5.8. References (1 page)**

A minimum of three (3) non-DNR, client contacts as professional references and the name and telephone number of a person to contact for each. References should be related to contaminated sediment remedial action work conducted for those entities.

### **5.9. GEOGRAPHIC PRESENCE AND CAPACITY (maximum of 1 map and 1 page)**

Discuss available capacity and staff related to data collection, public meetings, the construction pre-bid meeting, project meetings, and construction oversight. Discussion should include travel time, lodging, and per diem needs to perform onsite work.

Produce a map showing the office location(s) of individuals (including subcontractors) expected to perform work that requires being onsite. Showing the firm's and subcontractors office locations, in general, is insufficient.

### **5.10. Other Affiliations (maximum of 2 pages)**

Respondents are required to disclose any past or current work involving professional services for the investigation or remediation of contaminated environmental media provided to any of the following:

- Wisconsin Department of Natural Resources,
- City of Superior,
- C. Reiss Company,
- BP North America,
- Midwest Energy Resources Company,
- General Mills,
- BNSF Railway Company,
- CHS,
- Barko Hydraulics,
- Superior Refining,
- Murphy Oil,
- Magellan Pipeline,
- Superior Water Light & Power.

## **6. SOQ SUBMITTAL REQUIREMENTS**

Respondents must submit their SOQs in accordance with the following requirements:

- The respondent's name and address, as well as a distinct reference to the RFQ Title, must be clearly marked on all copies of the SOQ. All SOQs will be time-stamped upon receipt and kept unopened, until the Closing Date. The DNR, or any official or employee thereof, will not be responsible for the pre-opening of, post-opening of, or the failure to open a SOQ not properly addressed and identified. Delivery of SOQs by electronic means such as facsimile and e-mail, are not allowed and SOQs so delivered will not be considered. Any SOQ received and time-stamped after the closing date and time will not be considered. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of the submitted SOQ to the correct address detailed below.
- Submit your original copy of your SOQ any time prior to the closing date and time. SOQs must be received no later 4:00 PM (Central Time) on March 28, 2022 at the DNR Service Center in Spooner, Wisconsin. Submit SOQ to:
  - Joe Graham
  - Wisconsin Department of Natural Resources
  - Spooner Service Center



810 W. Maple Street  
Spooner, WI 54801

- The delivery date and time of the SOQ to the Spooner Service Center is what will be used to determine that the SOQ is received prior to the closing date and time. Submit an original hardcopy, a copy of the original, and an electronic copy on a USB drive to the Spooner Service Center.
- In addition, submit one copy of the original SOQ by 4:00 PM (Central Time) to:  
Scott Inman  
Wisconsin Department of Natural Resources  
3911 Fish Hatchery Road  
Fitchburg, WI 53711

AND

- John Hunt  
Wisconsin Department of Natural Resources  
101 N. Ogden Road  
Peshtigo, WI 54157-1734
- Electronic copies shall be in Portable Document Format (PDF) format, text searchable (not scans), and include bookmarks that match the document sections, including the Tables, Figures, and Appendices.

## 7. AWARD CRITERIA

SOQs will be reviewed and rated by the DNR based on the objectives as laid out in this document.

## 8. PROCUREMENT SCHEDULE AND PROCEDURES

### 8.1. Procurement Schedule

Key Proposed Dates<sup>2</sup> of Selection Procedure Include:

March 14 <sup>3</sup>	RFQ available date
March 18	deadline for submitting written questions
March 22	date for DNR to post answers to questions
March 28	RFQ Closing Date-SOQ due date

Following the selection of qualified firms, the dates for the next steps listed below are approximate:

Week of March 28	DNR reviews SOQs
April 4	DNR issues request for proposal and posts the SOW
None	pre-proposal mandatory site visit
April 18	proposals due
April 25	interviews day 1 via Skype meeting
April 26	interviews day 2 via Skype meeting (if needed)
April 29	DNR selects preferred consultant(s) to open cost and scope negotiations
May 26	contract signed

---

<sup>2</sup> All dates are subject to change except for the SOQ due date

<sup>3</sup> All dates are in 2022

## 8.2. Procurement Procedures

### 8.2.1. Site Documents

Site documents will be available at the time of a request for proposal on the DNR R&R FTP site (<https://ftp.wi.gov>) as the focus of this review is solely on qualifications to perform the work. Respondents are welcome to review the information already available on Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the web. The BRRTS cases relevant to this project include, but may not be limited to, 07-16-585325 and 07-16-584798.

### 8.2.2. Prohibition of Contact

Respondents are specifically directed not to contact any DNR staff for questions, meetings, conferences or technical discussions that are related to this RFQ. Unauthorized contact with any DNR personnel will be cause for rejection of the SOQ.

### 8.2.3. RFQ Questions

- The deadline for submitting written questions regarding this RFQ is one week, no later than 11:59:59 PM on March 21, 2022.
- Questions are to be submitted to Joe Graham via e-mail at [Joseph.Graham@wisconsin.gov](mailto:Joseph.Graham@wisconsin.gov)
- Questions submitted by telephone will not be accepted.
- Answers to written questions will be posted to the FTP site in the form of an addendum to this RFQ by (March 25, 2022).
- Questions submitted after the (March 25, 2022) deadline will not be considered (No exceptions).
- It is the responsibility of the respondent, prior to submitting a response to the RFQ, to periodically check the FTP site to ensure that all addenda for this RFQ have been downloaded, and that all of the information requested has been included in the SOQ response.

### 8.2.4. Follow-up Interviews

The DNR estimates that three (3) to eight (8) of the top ranked proposals will be invited to follow-up interviews by Skype Meeting. The number of invitations that DNR sends will vary based on the interest and quality of proposals. The purpose of the interviews is to gather additional information to evaluate respondents on their abilities to provide the environmental consulting services requested by this RFQ. Proposers must be available for these follow-up interviews on specific dates and times. Please hold April 25 and April 26 (2hr slots) for one interview. **The consultant's PM and EOR must be present at this interview.**

### 8.2.5. Negotiations

After interviews and final evaluations are completed, the DNR may, at its sole option, open work scope and cost negotiations with one or more of the top-ranked proposers prior to award. The DNR also reserves the right to open negotiations with one or more alternate proposers if negotiations with one or more of the previously selected proposers are not successful. The DNR will not negotiate contract terms and conditions.

### **8.2.6. Rejection**

The DNR reserves the right to reject any and all proposals, to waive any informality in the proposals that are received, to accept or reject any or all items in the proposal, and to award a contract to an environmental consulting firm in whole or in part. Moreover, the DNR reserves the right to make no selection if the proposals are deemed to be outside the fiscal constraint or not in the best interests of the DNR.

### **8.2.7. Award**

The DNR will select the respondents whose proposals best meet the DNR's needs as defined in this RFQ and subsequent SOW. Contractual commitments are contingent upon the availability of funds, and the requirements of the site. All contracts are subject to the approval of the DNR's legal counsel, and the DNR Secretary's office prior to execution. This contract is expected to be greater than \$60,000 and require the governor's signature. 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.

### **8.2.8. Incurred Costs**

Those vendors submitting SOQs 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.

### **8.2.9. Confidential Matters: Vendor Data:**

If any information submitted in the SOQ is considered confidential or proprietary, the respondent must identify this information by completing and including the Designation of Confidential and Proprietary Information Form (Appendix 2) with their proposal, in accordance with statutory requirements.

### **8.2.10. Assignment**

The consultant may not reassign any portion of the work that is awarded as a result of this RFQ, without prior written consent from the DNR.

**ATTACHMENT 1**

Professional Services Contract (template)

## 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.



**ATTACHMENT 2**

Designation of Confidential and Proprietary Information Form



## DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # \_\_\_\_\_ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released.

**Section**

**Page #**

**Topic**



In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreeing to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name	
Authorized Representative	Signature
Authorized Representative	Type or Print
Date	

DATE: March 21, 2022 FILE REF: RFQ BRRTS# 07-16-585325

TO: Interested consulting firms

FROM: Joe Graham, DNR Project Manager

SUBJECT: ADDENDUM No. 1 - RFQ BRRTS# 07-16-585325, PROCUREMENT SCHEDULE

The purpose of Addendum No. 1 is to clarify the procurement schedule for RFQ BRRTS# 07-16-585325. Addendum No. 1 corrects and supersedes conflicting dates listed in the Advertisement for Statements of Qualification and sections 8.1 and 8.2.3 in the Request for Statements of Qualifications (RFQ).

Specifically, respondent questions are due to DNR no later than 11:59:59 PM on March 21, 2022. Questions submitted after the deadline on March 21 will not be considered (no exceptions). DNR will post answers to written questions on the FTP site on March 22, 2022. The procurement schedule below replaces the schedule in section 8.1 of the RFQ.

### Procurement Schedule

Key Proposed Dates<sup>1</sup> of Selection Procedure Include:

March 14 <sup>2</sup>	RFQ available date
March 21	deadline for submitting written questions
March 22	date for DNR to post answers to questions
March 28	RFQ Closing Date-SOQ due date

Following the selection of qualified firms, the dates for the next steps listed below are approximate:

Week of March 28	DNR reviews SOQs
April 4	DNR issues request for proposal and posts the SOW
None	pre-proposal mandatory site visit
April 18	proposals due
April 25	interviews day 1 via Skype meeting
April 26	interviews day 2 via Skype meeting (if needed)
April 29	DNR selects preferred consultant(s) to open cost and scope negotiations
May 26	contract signed

---

<sup>1</sup> All dates are subject to change except for the SOQ due date

<sup>2</sup> All dates are in 2022

DATE: March 22, 2022

REF: RFQ BRRTS# 07-16-585325

TO: Interested Consulting Firms

FROM: Joe Graham, DNR Project Manager

SUBJECT: ADDENDUM NO. 2 - RFQ BRRTS# 07-16-585325, ANSWERS TO QUESTIONS

The purpose of Addendum No. 2 is to answer written questions that DNR received before the March 21, 2022, deadline. Questions are listed in the order in which DNR received them. Identifying information has been removed. Answers are given immediately below each question.

Id	Question
1.	<p>On Page 4 (Section 5 Statement of Qualifications Submittal Format), the RFQ states the submittal should be in 11-point, Calibri font. Is a smaller size font acceptable on graphics and tables?</p> <p><b>Answer:</b> Yes</p>
2.	<p>On Page 6 of the RFQ (Section 5.10 Other Affiliations), are you requesting disclosures of past or current work proximate to the Superior Slips Project or nationwide?</p> <p><b>Answer:</b> DNR requests disclosure of past or current work nationwide for the entities listed in section 5.10. DNR will not disqualify any firm from this opportunity for work not proximate to the slips in Superior, Wisconsin, or where DNR concludes no conflict exists that would affect project outcomes.</p>
3.	<p>On Page 7 of the RFQ, the Procurement Schedule indicates March 22 as the date for DNR to post answers to questions. However, Page 8 (Section 8.2.3 RFQ Questions) states, "Answers to written questions will be posted to the FTP site in the form of an addendum to this RFQ by (March 25, 2022)." As mailing the proposal will require that we send it by March 24 to ensure receipt by March 28 (through overnight delivery on March 25), we would not be able to address any items in an addendum if the March 25 date is correct. We respectfully request allowance of our Statement of Qualifications <b>via electronic submittal by email</b> on March 28 at 4:00pm CT, with delivery of hard copy original documents on March 29 to allow for addressing any items in an addendum.</p> <p><b>Answer:</b> Statements of qualifications may also be submitted electronically to Joseph.Graham@Wisconsin.gov by March 28 at 4:00 PM CT with an original hardcopy to follow. The size of attachments to any email transmittal must be less than 10MB in size. Submittals larger than 10MB are allowed but shall be posted to the RFQ FTP site at <a href="https://ftp.wi.gov/Superior_Slips-FS-PD">https://ftp.wi.gov/Superior_Slips-FS-PD</a> and accompanied by email notification to Joseph.Graham@Wisconsin.gov no later than 4:00 PM on March 28, 2022.</p>

Id	Question
4.	<p>The dates listed on page 7 (8.1. Procurement Schedule) are different than dates listed on page 8 (8.2.3 RFQ Questions). Please confirm the schedule for this opportunity.</p> <p><b>Answer:</b> See Addendum No. 1 posted to FTP site on March 21, 2022</p>
5.	<p>The heading of the RFQ indicates BRRTS# 07-16-585325. In the Statement of Qualifications Submittal Format 5.2. Title Page section it indicates BRRTS# 07-16-585395. Please confirm correct number to be included on Title Page.</p> <p><b>Answer:</b> The correct reference number is BRRTS# 07-16-585325.</p>
6.	<p>Section 5.9. Geographic Presence and Capacity indicates (maximum of 1 map and 1 page). Please confirm that this section is allowed to consist of two pages total.</p> <p><b>Answer:</b> The response for Section 5.9 Geographic Presence and Capacity may contain no more than two pages.</p>
7.	<p>Will the scope of work include Hallet Dock 8 Slip?</p> <p><b>Answer:</b> DNR is discussing the scope of the feasibility and preliminary design work with our EPA project officer. DNR expects the scope of work (SOW) to include three to five slips in Superior pending project officer approval of the fourth and fifth slips. DNR will include the Hallet Dock 8 / C Reiss slip and Superior Water Light &amp; Power MGP/WWTP slip as options to be implemented under the SOW.</p>
8.	<p>Section 5.9 asks for availability of staff to participate in pre-bid meetings and construction oversight. Are these types of meetings expected under the upcoming SOW?</p> <p><b>Answer:</b> This was a typo. DNR will not include pre-bid meetings and construction oversight in the upcoming SOW. DNR anticipates that EPA will select a contractor(s) of their own to complete design and manage construction during the second phase of this project (design and build).</p>
9.	<p>Are both hard copies and electronic copies of the SOQ to be submitted to Scott Inman and John Hunt?</p> <p><b>Answer:</b> Only a hard copy must be sent to Scott Inman and John Hunt.</p>