

PRICE COUNTY UNITED LIMITED
REQUEST FOR PROPOSAL (RFP) # 2026-01
PROFESSIONAL ENVIRONMENTAL SERVICES
EPA MULTIPURPOSE GRANT



Request for Proposal (RFP) Schedule of Events	
September 24 2026	RFP issued to Vendors
October 15 2026	Questions from Vendors due (written only)
October 19 2026	Addendum issued (if required)
October 26 2026 5:00 pm	DUE DATE FOR RFP (by 5:00 pm CST, opened Meadows Meeting Room, W6880 Hilly Haven Lane)
October 30 2026	Projected Intent to Award notification date.
Method and deadline of submittal	Sealed envelope by mail delivery, in person or email accepted. Submit three (3) printed sets of documents and one (1) digital copy. Sealed bid openings are after 5:00 pm (CST). Any bid received after The time specified cannot be considered.
Submit Proposals to	Price County United Limited Attn: Project Controller “RFP #2026-01” W6880 Hilly Haven Lane Phillips WI 54555
Email	Project Controller cmoore@pricecountyunited.org

Although every effort will be made to follow this schedule, PCUL reserves the right to modify the dates as necessary and to accommodate special circumstances. All RFPs are due at the time specified. Any RFP Received at the designated location after the required time and date specified

for receipt shall be considered Late and non-responsive. All times listed are CDT, unless otherwise noted.

GENERAL CONTRACTUAL INFORMATION AND INSTRUCTIONS TO BIDDERS

Price County United Limited (PCUL) is requesting your consideration to participate in our Request for Proposal (RFP). This section lists basic information and instructions. All Vendors are expected to read this section thoroughly to ensure full understanding of the conditions under which responses should be made. Thank you for the time and effort you put forth in responding. We sincerely look forward to hearing from your company.

Price County United Limited (PCUL) is requesting sealed proposals from qualified vendors to conduct an EPA brownfields multipurpose grant in conjunction with an EPA cleanup grant as per the requirements contained herein.

DISABLED ACCESS: PCUL is available through the main entrance of W6880 Hilly Haven Lane, Phillips WI and request Dr Lynda Ludwig, President of PCUL.

SEALED PROPOSALS: Documentation must be received at the office of PCUL Project Controller on or before the due date noted above between the hours of 8am and 5:00 pm, Monday, Tuesday, Thursday, 12:00 pm and 5:00 pm Wednesday and 8:00 am and 4:00 pm Friday. Proposals shall be in your envelope clearly marked with the Vendor's name and return address and indicate "**SEALED PROPOSAL # 2026-01**". Facsimile or e-mail submitted proposals will be accepted. Responses received after the deadline cannot be considered and will be returned unopened. PCUL is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of PCUL, or any other delivery method employed by the Vendor.

QUESTIONS: Vendors are asked to examine this RFP upon receipt. If necessary, Vendors should make a written request for interpretation or correction of any ambiguity, inconsistency, or error discovered. All questions or clarifications shall only be directed in writing via mail, or e-mail to the PCUL Project Controller no later than the Questions Due date on page 1 of this RFP. Questions received after this date may not receive a response. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

ADDENDA: Questions will be responded to in the form of written addenda to all Vendors. It shall be the responsibility of each Vendor, prior to submitting their proposal, to determine if addenda were issued. Addenda will be notified electronically via email. All addenda issued shall become a part of the contract documents and shall be acknowledged and dated by the Vendor on the bottom of the Proposal Signature Page.

NON-RESTRICTIVE SPECIFICATIONS AND VENDOR ALTERNATES: Specifications are intended to define the general level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternatives with lesser or greater features; however, PCUL reserves the right to make its selection based on the best interest of PCUL. Vendors offering alternates shall submit, with their proposal, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. ALL SUCH ITEMIZED LISTS SHALL BE PRESENTED IN THE EXACT SAME ORDER AS THE PCUL'S SPECIFICATIONS AND SHALL REFERENCE THE PCUL'S ITEM NUMBER. Failure Identifying exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive. If in your opinion, any of the specifications, terms, or conditions of this RFP prevents you from offering a proposal, consideration will be given to a Vendors request for change.

PROPOSAL OPENING: Proposals will be publicly opened and read on the proposal due date in the office of PCUL Project Controller, W6880 Hilly Haven Lane, Phillips WI. At this opening, only the names of proposers will be announced.

AWARD NOTICE: After an award is made, a proposal tabulation summary will be available through email. Proposal results will not be given over the telephone.

APPEALS PROCESS: Protest of this award or recommendation of award shall be made in writing and received in the PCUL Project Controller's office within 72 hours after the posting of intent to award and evaluation tabulation. Tabulations for interested parties are emailed. A written protest must contain a specific legal basis for appeal, precise statements of the relevant facts, an identification of the issue to be resolved, and authorities in support of the protest. Appeals not containing the necessary information or not filed on a timely basis shall be rejected. Appeals shall be addressed to the PCUL Project Controller.

TERMINATION OF CONTRACT: PCUL may terminate the resulting contract at any time by a notice in writing from the PCUL Project Controller to the Vendor. If PCUL terminates the contract with the Vendor, the Vendor shall be entitled to receive payment for work completed up to the date of notice.

REFERENCES: Vendors are to include a list of three (3) municipalities or customers to be used as references. These references should be for current customers utilizing services similar to those requested. PCUL may make such an investigation as is necessary to determine the ability of the Vendor to fulfill service requirements.

COMPLETE INFORMATION: Vendors shall submit all specifications or requirements included within the provisions of the Contract prior to the proposal opening. Failure to enclose all necessary attachments by the time the proposals are opened may disqualify the Vendor from being awarded the contract.

SUBSTANCE ABUSE PREVENTION: The owner recognizes and supports drug-free workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The owner urges contractors, subcontractors, suppliers, and vendors to establish and enforce drug-free workplace policies and programs.

PCUL CITIZEN AND LEGAL IMMIGRANT PROTECTION ACT: PCUL expects that those who wish to contract with the PCUL adhere to all State and Federal laws, including those proscribing employment of unauthorized aliens. In no way does the PCUL intend or condone discriminatory practices or profiling but rather simply adherence to the law. No PCUL contract shall be issued to unauthorized aliens or companies who employ unauthorized aliens.

MISCELLANEOUS CONDITIONS

- **RIGHT TO ACCEPT/REJECT:** PCUL reserves the right to accept or reject any or all proposals or to waive any technicality, and accept any proposal deemed to be in the best interests of the PCUL.
- **RIGHT TO AWARD ALL OR A PORTION:** PCUL reserves the right to award all or a portion of this request to one or more Vendors on a line-item basis. Vendor to indicate any additional discount allowed for award of entire order.
- **FINANCIAL COMMITMENTS:** All financial commitments by PCUL are subject to the availability of funds approved by PCUL Board.
- **INCURRING COSTS AND RESERVE RIGHT TO CANCEL:** PCUL will not be responsible for any expenses incurred by any vendor in the development of a response to this RFP, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to PCUL and/or its representatives. Further, PCUL shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if PCUL Board has formally accepted a recommendation.
- **RIGHT TO CANCEL:** PCUL reserves the right to cancel this agreement and any resulting agreement at any time with 30 days' written notice.
- **FIRM PRICING:** Offered prices shall remain firm for a minimum of 90 days after the due date of this solicitation to allow evaluation and award determination, unless indicated otherwise. Once awarded, prices shall remain firm for the duration of the contract. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material in the proposal.

- **STATUTORY INFORMATION:** Any purchase agreement resulting from this RFP shall be construed in accordance with the laws of the State of Wisconsin. Any litigation between the parties arising out of, or in connection with the contract shall be initiated either in the court system of the State of Wisconsin or the United States District Court for the Western District of Wisconsin.
All project participants, consultants, engineers, and vendors, must comply with all applicable Federal, State and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
It shall be understood that any proposal and any/all reference information submitted in response to this RFP shall become the property of PCUL and will not be returned. PCUL will use discretion with regards to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, PCUL is subject to making records available for disclosure.
- **NONDISCRIMINATION:** In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.
- **ASSIGNMENT OR SUBCONTRACT:** Neither party shall assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the other.
- **INDEPENDENT CONTRACTOR STATUS:** The Contractor agrees it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement should be considered to create the relationship of employer and employee between the parties.
- **NON-COMPLIANCE:** Submission of a proposal constitutes confirmation your firm is not presently on any lists maintained by the Wisconsin Department of Administration, or any other State or the Federal Government, for non-compliance with any requirements, including equal opportunity and/or affirmative action.
- **PATENT INFRINGEMENT:** The seller shall indemnify and hold harmless PCUL and all persons acting for or on their behalf from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the agencies may elect, replace such material, equipment or apparatus with non-infringing material, equipment, or apparatus, or remove the material, equipment, or apparatus, and refund the sums paid, therefore.

<End of this section>

PRICE COUNTY UNITED LIMITED RFP #2026-01 – PROFESSIONAL ENVIRONMENTAL SERVICES EPA MULTIPURPOSE GRANT

PCUL through this Request for Proposals (RFP), is seeking a qualified environmental professional (QEP). PCUL has recently received a United States Environmental Protection Agency (EPA) Multipurpose Grant and intends to hire a qualified firm or team of firms, hereinafter referred to as “vendor” to conduct environmental services, economic and community development specific to PCUL’s Multipurpose Grant. PCUL will procure economic and community development and environmental consultant services in accordance with the requirements of the EPA terms and conditions of the Cooperative Agreement. The Vendor will be selected according to selected criteria outlined in the RFP. In the RFP a request for a preliminary review of the Multipurpose site will need to be done to confirm qualification for assessment, activities, community economic development and community engagement, to be paid for under the EPA MULTIPURPOSE GRANT and coordinated with our EPA representative regarding our work plan.

The resulting contract will be for five years. PCUL may amend or extend this contract beyond the initial five years to accommodate the terms and conditions of any future EPA grants awarded to PCUL within the five-year period provided a market survey conducted by PCUL indicates that the prices the contractor proposes are reasonable.

For more information on PCUL see www.pricecountyunited.org.

DEFINITIONS

For the purpose of this proposal agreement, the following terms shall have the meaning hereinafter stated unless another meaning is clear from the context or usage.

- “PCUL” it shall be understood to refer to, Price County United Limited and/or its authorized representative.
- “Vendor”, it shall be understood to refer to a firm submitting a proposal in response to this Request For Proposal (RFP).
- “Contractor” or “Consultant”, or “Qualified Environmental Professional (QEP)”, it shall be understood to refer to the Vendor awarded the contract.

- “Provide”, it shall mean to furnish and implement.

PAYMENT: Payment of the vendor's invoices is subject to adjustment for any shortage, or for the rejection of any item or items. Payment will be made within 30 days of receipt of the invoice. PCUL prefers to pay via check or via P-Card (Visa). Bidders shall indicate their acceptance of check or P-Card payment on the pricing and signature page. PCUL will not accept any up-charges applied to P-Card payments.

ESTIMATED QUANTITIES: PCUL does not guarantee the quantities estimated will be accurate for the upcoming contract period. However, the estimates are as accurate as we are able to determine. Actually quantities, whether less or greater than estimated, will not affect the prices as offered and accepted for the term of the contracts.

<End of this section>

CONTACT WITH PCUL: This Request for Proposal (RFP) is issued by Price County United Limited (PCUL) Project Controller office, which is the sole point of contact for PCUL during the selection process. During participation in this proposal, Vendors must arrange all contacts with PCUL through the individual listed. Contact with PCUL must be for the sole purpose of clarifying issues related directly to this proposal. Contacts not arranged through the individual listed are deemed to be unacceptable. The person responsible for managing this procurement process is Cheryl Moore.

Submit RFP's to:	Cheryl Moore Project Controller
Address	W6880 Hilly Haven Lane, Phillips WI 54555
Phone	Office 715 567 0552 FAX: N/A
Email	cmoore@pricecountyunited.org

PROOF OF REQUIRED INSURANCE: The awarded Contractor will be required to provide an approved certificate of insurance that complies with the insurance requirements listed in Attachment D.

<End of this section>

PROPOSAL SELECTION AND AWARD PROCESS

VENDOR'S RESPONSIBILITY: Responsibility refers to the Vendor's potential ability to perform successfully under the terms of the proposed contract. The following are minimums of standards a responsible Vendor should meet:

- 1) For a minimum of FIVE (5) years, has been in operation with personnel and resources adequate to assure compliance with the requirements stated in this proposal.
- 2) Have extensive knowledge and experience of the unique requirements associated in addressing contaminated properties, urban planning, community development, economic development and community engagement.
- 3) Be familiar with and able to comply with the EPA's 2 CFR 200.317 - 200.326 requirements.
- 4) Be able to comply with the requirements of PCUL's work, taking into consideration all existing business commitments.
- 5) Favorable references from firms with projects of similar scope and indication the Vendor has the ability to carry out the services specified:
 - Completed contracts in accordance with the Contract Documents
 - Diligently pursued execution of the work and completed contracts according to the established time schedule unless extensions were granted by the owner.
 - Fulfilled requirements of the Contract Documents
 - Is not presently on an ineligible list maintained by the Wisconsin Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements or for projects involving federal funds, not presently included on the "List of Parties Excluded From Federal Procurement and Non-Procurement Contracts" identifying federally debarred contractors.
- 6) Have a satisfactory record of integrity and business ethics.
- 7) Be otherwise qualified, licensed, and eligible to receive the contract award under applicable laws and regulations.

VENDOR'S PERFORMANCE CAPABILITY: Prospective Vendor's performance capability will be evaluated. This may include:

- 1) An evaluation of data on hand.
- 2) An evaluation of the data from other agencies, including references.
- 3) Any combination of above

<End of this section>

PROPOSAL EVALUATION PROCEDURE

An evaluation team will evaluate and select the low, responsible and responsive proposal which most closely meets the needs of PCUL. A panel interview may be conducted with the vendor(s) to determine the overall best value for PCUL based on, but not limited to, company, personnel, references, qualifications, and ability to meet the needs of PCUL.

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

PCUL reserves the right to reject any and all proposals. PCUL reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, PCUL may negotiate a contract with the next highest scoring proposer.

PROPOSAL SCORING

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references or request oral presentations. PCUL's intention is to procure the most functionally complete and cost-effective application which will provide the flexibility to meet our current and future needs. The total price of the proposed solution for PCUL's applications will be considered in the final analysis, but this will not be used as the sole consideration in the selection of the "best" solution. Ultimately, PCUL will award the contract to the responsive and responsible Vendor whose overall proposal offers the best value for PCUL, as determined pursuant to the evaluation criteria as set forth herein. PCUL reserves the right to award it in part or whole. The proposals will be scored by a committee. They will select the contractor based on the following criteria. A Vendor's submission of a proposal constitutes their acceptance of the evaluation technique, and their recognition and acceptance of the evaluators will use their judgment in making a determination based on several criteria.

SCORING CRITERIA & POINTS

Description	Maximum Points
General Experience & Qualifications of the Firm and Key Personnel Assigned to PCUL - Experience in addressing contaminated properties - Experience in successfully completing tasks/projects - Experience in effectively engaging with community members and federal and state agencies	35
Management Outline - Identify the name of project manager and other team members to be assigned to this project (include resumes citing relevant experiences). - Explain your firm's approach to this project. - Include a proposed schedule for this project.	30
References	10

Cost a. Reasonableness of cost/price proposals (e.g.rates) based on a comparison of prices among competing offerors and other available information on market rates for consulting services.	25
TOTAL AVAILABLE POINTS	100

PREPARING AND SUBMITTING A PROPOSAL

GENERAL INSTRUCTIONS

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response. Elaborate proposals (e.g., expensive artwork) beyond what is sufficient to present a complete and effective proposal, are not necessary or desired. Vendor catalogs and brochures shall not be included.

PROPRIETARY INFORMATION

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form (Attachment B). Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s) and Wisconsin Open Records Law. Please note, Proposed Cost cannot be protected.

PROPOSAL RESPONSE ORGANIZATION AND FORMAT

Proposals should be typed and submitted on 8.5 by 11-inch paper, bound securely. Proposals should be organized and presented in order and by the number assigned in the RFP. Each individual attachment should be separated by tabs or otherwise clearly marked. Three (3) complete sets of documents are required as well as one copy in digital format (USB) or email to cmoore@pricecountyunited.org.

MULTIPLE PROPOSALS

Multiple proposals (no more than two options) from a vendor will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1 or Proposal #2 on each page.

ORAL PRESENTATIONS

Selected vendors may be required to make oral presentations to supplement their proposals, if requested by PCUL. PCUL will make every reasonable attempt to schedule each presentation at a time which is agreeable to the proposer. Failure of a proposer to conduct a presentation to PCUL on the date scheduled may result in rejection of the vendor's proposal.

COMPLETE REQUIREMENTS

While every effort has been made to ensure the accuracy and completeness of the information in this RFP, PCUL recognizes the information is not exhaustive of every detail and all work and materials may not be expressly mentioned in the requirements of this RFP. Therefore, it is the Proposer's responsibility to include in their proposal all requirements necessary for the full and faithful performance of the requested services in accordance with the objectives of PCUL.

SPECIFICATION COMPLIANCE

It is the Proposers responsibility to notate any exceptions taken to PCUL's requirements specified in this RFP. Proposers taking exceptions shall submit, with their proposal, an itemized comparison with the specification, documenting the nature of their exception. ALL SUCH ITEMIZED LISTS SHALL BE PRESENTED IN THE EXACT SAME ORDER AS PCUL SPECIFICATIONS AND SHALL REFERENCE PCUL PAGE NUMBER. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal non-responsive.

SPECIFIC PROPOSAL REQUIREMENTS

Vendors are required to submit the following items in the format requested as a complete proposal. All sections and attachments must be divided by numbered tab pages, as indicated below.

<i>Tab 1 – Introductory Letter/Company Overview</i>
1. Provide a brief cover letter identifying the vendor by name and address and include a brief statement regarding the vendor’s eligibility (see page 16) to submit a proposal for the required services. Describe your understanding of PCUL and the work to be performed. 2. Provide a separate overview and history of your firm. Include information about your company so PCUL can evaluate the Proposer’s stability and ability to support the commitments set forth in this RFP. PCUL may require additional documentation to support and/or clarify requested information. Include all of the information requested below, in the same order as listed (a-h): a. List the company’s complete legal name, full address, headquarters location. b. List the contact person for this RFP, name, title, e-mail, and phone. c. State how long the company has been in business. d. Give a brief overview of your company to include affiliated divisions and locations, main or core areas of expertise and services offered. e. State the number of employees of the company. f. Indicate the capability of your firm to hold harmless, indemnify and defend PCUL for losses, costs and expenses arising from liability claims resulting from alleged negligence of your firm, its officers’, employees and subcontractors; describe the liability insurance coverage carried by your firm. g. Provide a statement of assurance that your firm is not presently in violation of any statutes or regulatory rules that might have an impact on your firm’s operations. h. Financial Statements: Three years balance sheets and income statements shall be provided <i>upon request</i>.
<i>Tab 2 – Qualifications/Staffing</i> <i>The information requested in this section should describe the qualifications of the firm, key staff, and subcontractors. Information shall include the following:</i>
1. A comprehensive summary of the firm’s demonstrated capability, including the length of time that the firm has provided the services being requested herein. Provide a list of key accounts receiving services as those required in this RFP.

2. Identify all the people who will be assigned to work on PCUL's account and who will be performing the services required under this contract. Describe their level/title, qualifications, certifications, and experience, including number of years working on Multipurpose Grant projects, and a list of key clients for whom they have performed these services.
3. Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to PCUL for approval before they may begin work.

<i>Tab 3 – Methodology, Scope of Services</i> <i>Provide a detailed description of the approach and methodology to be used to deliver the “Scope of Services” to include the following:</i>
1. An implementation plan that describes in detail the methods, including controls, by which your firm manages projects of the type sought in the RFP.
2. Provide a detailed timeline, e.g., Gant chart, beginning with the award of the contract and ending with the delivery of the written recommendation and plans. Include information on how and where information will be gathered, who is responsible for what, indicate milestones.
3. Describe the methodology you will employ to arrive at realistic projections for construction costs.
4. Provide a detailed description of efforts your firm will undertake to achieve client satisfaction and to fulfill the requirements contained in the “Scope of Services” section.
5. Tell us what you do that differentiates your firm from your competitors that will benefit PCUL. List any value-added services that are included in your base fee structure.
<i>Tab 4 – References (Attachment A)</i>
1. Complete Attachment A – References and submit it under Tab 4 of your proposal. 2. Provide evidence of three (3) cleanup similar in size and scope to this project.
<i>Tab 5 – Designation of Confidential, Trade Secret & Proprietary Information (Attachment B)</i>
PCUL is subject to making records available for public disclosure (open records). Proposer's may request that certain information be treated as confidential material (trade secrets) and not released to the public, as provided in Wis. Stat. § 19.36(5). 1. Complete Attachment B – Designation of Confidential, Trade Secret and Proprietary Information, if applicable and submit it under Tab 5 of your proposal.
<i>Tab 6 – Pricing & Signature Page (Attachment C)</i>

1. Complete Attachment C – Pricing and Signature Page and submit it in a **separate sealed envelope** under Tab 6 of your proposal.

Tab 7 – Insurance/Indemnification Requirements (Attachment D)

1. Acknowledge your understanding that the awarded vendor will be required to submit a Certificate of Insurance to PCUL's Project Controller department that is compliant with all of the requirements listed on Attachment D.

ATTACHMENT A - REFERENCES

References: Vendors are to include a list of three <u>(3)</u> municipalities or customers to be used as references. <u>These references must be for customers utilizing services similar to those requested.</u> PCUL may make such an investigation as is necessary to determine the ability of the Vendor to fulfill service requirements. 1. Company Name: Address: Telephone: Contact Person: E-mail address: Product(s) and/or Service(s) Used: <u>How long have you been working with this company?</u> 2. Company Name: Address: Telephone: Contact Person: E-mail address: Product(s) and/or Service(s) Used: <u>How long have you been working with this company?</u> 3. Company Name: Address: Telephone: Contact Person: E-mail address: Product(s) and/or Service(s) Used: <u>How long have you been working with this company?</u>	
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ATTACHMENT B

DESIGNATION OF CONFIDENTIAL, TRADE SECRET, PROPRIETARY INFORMATION

PCUL is subject to making records available for public disclosure (open records). Proposer's may request that certain information be treated as confidential material (trade secrets) and not released to the public, as provided in Wis. Stat. § 19.36(5).

Material submitted in response to PCUL Request for Proposal includes at least one formula, pattern, compilation, program, device, method, technique or process that 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 and is the subject of reasonable efforts to maintain its secrecy. Such information qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5). As such, the proposer asks that the trade secrets contained on certain pages of this proposal, as indicated below, be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to PCUL under a pledge of confidentiality. I would not have submitted this information had PCUL not pledged to keep it confidential* and request that the following pages not be released:

Section	Page	Topic
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***NOTE: Proposers are cautioned that the ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, THE PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO THE RELEASE OF INFORMATION AND IS NOT ENTITLED TO GO TO THE COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.**

PCUL AGREES WITH PROPOSER'S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number	E-mail
Name (Please Print)	Company Name	
Title	Date	

NOTE: PCUL as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document, and 2) identifies the specific information when it occurs within the proposal.

PCUL's preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, or under separate cover, e.g., in confidential Section No. Data contained in the proposal and all documentation become property of PCUL.

ATTACHMENT C

RFP #2026-01 PROPOSAL PRICING & SIGNATURE PAGE PROFESSIONAL ENVIRONMENTAL SERVICES

Multipurpose Grant

This attachment must be submitted in a separate sealed envelope with your proposal.

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools and equipment to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); (5) if accepted by PCUL, this proposal is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

Your proposed price is to include all labor, materials & equipment necessary to satisfactorily complete the above listed project(s). Payment to vendor will be upon satisfactory completion of work. **By signing this proposal, the vendor agrees to all Price County United Limited Specifications, terms & conditions contained herein.** PCUL reserves the right to award all or a portion of this request to one or more Vendors on a line item (per project) basis.

State Lump Sum Fee to provide all of the services required under this contract:	\$
PAYMENT TERMS: Net 30 Vendor accepts P-Cards: _____YES _____NO PCUL will not accept any added fees for credit card usage.	

Vendor Full Legal Name: _____

Complete Address, City, ST, Zip: _____

Bidders Contact Name & Title (Type or _____
Print):

Authorized Signature: _____

Phone # & Fax#: _____

Date: _____

Taxpayer I.D. Number: _____
E-mail address: _____

ADDENDA - It is Vendor's responsibility to check for issuance of any addenda. The undersigned hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

ATTACHMENT D

INSURANCE/INDEMNIFICATION REQUIREMENTS

Basic for Purchasing with Professional Liability - Engineering and Architectural requirements.

It is hereby agreed and understood that the insurance required by PCUL is primary coverage and that any insurance or self-insurance maintained by PCUL its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. PROFESSIONAL LIABILITY (Errors and Omissions)

- A. Minimum Limits
 - (a) \$1,000,000 each claim/\$3,000,000 annual aggregate (b) No deductible does not exceed \$25,000 each claim.
- B. Must continue coverage for 3 years after final payment for service/job.

2. GENERAL LIABILITY COVERAGE

- A. Commercial General liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate.
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability includes coverage for the joint negligence of PCUL of
 - (c) , its officers, council members, agents, employees, authorized volunteers and the named insured. (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

3. BUSINESS AUTOMOBILE COVERAGE

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

4. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of: \$100,000 Each Accident; \$500,000 Disease Policy Limit; \$100,000 Disease - Each Employee

5. ADDITIONAL PROVISIONS

* **Additional Insured** – On the General Liability Coverage, PCUL, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."

* **Endorsement** -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* **Indemnification** VENDOR hereby agrees to indemnify, defend and hold harmless Price County United Limited, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of VENDOR or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Price County United Limited, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless Price County United Limited, its elected and appointed officials, officers, employees, agent representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of Price County United Limited, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

VENDOR shall reimburse PCUL of, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that VENDOR employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be VENDOR'S responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of PCUL, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

- * **Waiver of Workers Compensation Subrogation** - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against PCUL, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of Price County United Limited.
- * **Certificates of Insurance** - A copy of the Certificate of Insurance must be on file with Project Controller.
- * **Notice** – PCUL requires written notice of cancellation.
- * **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. PCUL reserves the right to disapprove of any insurance company. A minimum AM Best Rating of A-VII is required.