



DANE COUNTY
DEPARTMENT OF WASTE & RENEWABLES
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713

Request For Proposals No. 326006 PROFESSIONAL ENGINEERING SERVICES

Project Release Date: August 13, 2026

Deadline for Questions: September 4, 2026

Response Deadline: September 10, 2026, 2:00 pm

Responses must be submitted electronically through:

<https://procurement.opengov.com/portal/countyofdane>

Dane County Department of Waste & Renewables
Request For Proposals No. 326006
Professional Engineering Services

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1. Introduction

1.1. Summary

Dane County is seeking proposals from qualified firms to provide services for the Professional Engineering Services. The requested services include landfill and civil design, monitoring systems design and assistance, small construction services, laboratory testing services, and miscellaneous environmental assistance, and will be performed under a negotiated professional services agreement. The services will cover the County's two (2) active landfills and two (2) closed landfills which are under long-term care and closure monitoring.

The purpose of this engagement is to have a contract with a Professional Engineering firm (or firms) for Work that be authorized on an as needed basis and at the discretion of Dane County after establishing a scope and a proposed cost for the work with the awarded bidder.

Interested proposers should have demonstrated experience in landfill systems and design, civil design, environmental monitoring, permitting, and regulatory compliance. A pre-proposal site meeting is scheduled for Tuesday, September 1, 2026 at 10:00 am at 7102 Maahic Way, Madison, WI (Landfill Job Trailer), and all questions must be submitted by Friday, September 4, 2026. Proposals are due by Thursday, September 10, 2026 at 2:00 pm.

1.2. Background

The Dane County Department of Waste + Renewables operates an active municipal solid waste landfill, Landfill Site No. 2, located at 7102 Maahic Way in Madison, Wisconsin. Additional operations at this property include a household hazardous waste collection facility (Clean Sweep), a construction and demolition (C&D) waste recycling facility, and a renewable natural gas (RNG) plant. Dane County also manages the diversion and recycling of metal, asphalt shingles, and tires at this location. Routine environmental monitoring for these facilities is performed under a separate scope of work.

The Department is also currently constructing a new municipal solid waste landfill, Landfill Site No. 3, located across from Site No. 2 at 4402 Brandt Road in Madison, Wisconsin. Site No. 3 is anticipated to begin accepting waste in mid-2027. In addition to municipal solid waste disposal operations, Site No. 3 is expected to support diversion and recycling activities for asphalt shingles, tires, brush and log waste, and yard waste. Routine environmental monitoring for this facility shall be performed under a separate scope of work.

In addition, the Dane County Department of Waste + Renewables manages two closed municipal solid waste landfill sites within Dane County. The Verona Landfill is located near Badger Prairie Park in Verona, Wisconsin, and the Truax Landfill is located near the Dane County Regional Airport in Madison, Wisconsin. Routine environmental monitoring for these facilities is performed under a separate scope of work.

Consultants should anticipate providing professional engineering and related consulting services for all four (4) Dane County landfill sites. These services may include, but are not limited to, landfill design, civil engineering, permitting, environmental regulatory compliance, and related technical consulting. The County encourages proposers to review available information and submit an approach that is responsive to the project objectives and consistent with the scope outlined in this RFP.



1.3. Contact Information

Sarah Edwards

Safety & Compliance Coordinator

Email: edwards.sarah@danecounty.gov

Phone: [\(608\) 720-0595](tel:(608)720-0595)

Department:

Waste & Renewables

1.4. Timeline

The Project specific and estimated dates and times of events are below. Some of the events have specific completion dates. In the event that the Department of Waste & Renewables (W&R) finds it necessary to change any of the specific dates and times in the calendar of events, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

Project Release Date	August 13, 2026
Pre-Proposal Site Tour (Non-Mandatory)	September 1, 2026, 10:00am 7102 Maahic Way, Madison, WI (Landfill Job Trailer)
Question Submission Deadline	September 4, 2026, 2:00pm
Question Response Deadline	September 8, 2026, 5:00pm
Proposal Submission Deadline	September 10, 2026, 2:00pm
Interview, if necessary (estimated)	September 17, 2026
Notification of Intent to Award (estimated)	September 18, 2026
Agreement Start Date (estimated)	January 1, 2027



2. RFP Instructions

All inquiries concerning this RFP must be submitted via the County's [eProcurement Portal](#).

Any questions concerning this RFP must be submitted before 2:00 pm on Friday, September 4, 2026.

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

2.1. [General Solicitation Process](#)

Obtain RFP documents from the procurement.opengov.com/portal/countyofdane web site. Proposing company is responsible to check back regularly for Addenda.

Interested Proposers are required to register at the County's [eProcurement Portal](#) to submit a Proposal. Registration is free.

- Register by clicking "Sign Up" at <https://procurement.opengov.com/login>.
- Create a username, password, and activate an account.
- Select project categories that your company would like to receive future solicitation notifications for.
 - Note: For projects similar to this Proposal, a project category of 91200 [for public works projects] is assigned to it.
- Locate the solicitation by searching for the RFP Number, Organization, or Proposal Title.
- Subscribe for "New Project Updates" to receive notifications about the solicitation.

Message procurementsupport@opengov.com with any questions regarding account set up.

If you need any additional information or have questions about this Request for Proposals, please call Sarah Edwards, Safety & Compliance Coordinator at (608) 720-0595 or send an email to edwards.sarah@danecounty.gov.

Dane County is an Equal Opportunity Employer.

2.2. [Eligibility Requirements](#)

To be considered for this project, ENGINEER must meet or exceed the following criteria:

- Have at least one registered professional engineer (registered in the state of Wisconsin) as the lead responsible member(s) of the firm or project team.
- Have been in business for a period of not less than five (5) years.
- Must have been responsible for the description, quantity, size or scope of tasks and projects similar in scope and size of this Project.



- Consideration may be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

2.3. [Proposal Submission](#)

Interested Proposers are required to follow the steps outlined below to submit a Proposal:

- Click on "Draft Response" to submit a Proposal.
- Upload all required documents and answer all questions in Section ["Proposer Questionnaire & Uploads"](#):
 - Complete the Contact Information Questionnaire
 - Complete the Addenda Questionnaire
 - Complete the Question and Answer (Q&A) Questionnaire
 - Complete the Fair Labor Practices Questionnaire
 - Submit Proposer W-9
 - Submit the RFP Response Document(s) as outlined in Section ["RFP Response Requirements & Evaluation Criteria"](#):
 - Documents must include all relevant and pertinent information
 - Documents must be saved in .pdf format
 - The file name should include the RFP #, Name of company submitting the Proposal, and Section/Question reference number
 - *Example: "RFP #326006_[Vendor Name]_Question2".*
 - Submit the Pricing Proposal and upload any additional Pricing Proposal documents
 - Submit any Supplemental Material
 - Complete the Designation of Confidential and Proprietary Information Questionnaire
 - Complete the Proposer's Limitations Questionnaire
- Confirm your Proposal is complete and select "Submit Proposal"

Proposals must be submitted electronically via the County's [eProcurement Portal](#) before 2:00 pm on Thursday, September 10, 2026. Late, faxed, mailed, hand-delivered, or incomplete proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

2.4. [Evaluation](#)

Dane County reserves the right to accept or reject any Proposal submitted.

Dane County will review submitted Proposals and score each Proposal against the evaluation criteria and may schedule candidates to appear before an interview panel. Those appearing for an interview must be prepared



to discuss their approach for the design of this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.

2.5. [Award](#)

Dane County reserves the right to negotiate an Agreement after selecting the successful firm. Selection is only based on the Proposal submitted and subsequent interviews. Therefore, the Proposals must be complete. Submission of a Proposal will constitute a valid offer, which may be accepted by the Department of Waste & Renewables (W&R) for a period of ninety (90) calendar days following the Proposal due date.

2.6. [Contracting](#)

Proposer must thoroughly review the [Professional Services Agreement- Standard Terms & Conditions](#) and clearly state any limitations or detail any conditions Proposer may have and include as part of the RFP Response Submission.



3. Contract Term

The contract will be effective on the execution date indicated on the Professional Services Agreement and will be for a contract term of five (5) years.



4. Scope of Services

The following definitions and links are used throughout the RFP.

- **County:** Dane County
- **County Agency:** Department/Division utilizing the service or product.
- **Dane County Purchasing website:** <https://www.danepurchasing.com/>
- **Proposer/Vendor/Firm/Contractor:** a company submitting a proposal in response to this RFP.

4.1. General Overview

1. Dane County has identified the following work anticipated to be awarded under this Request for Proposal.
 1. Landfill/Civil Design
 2. Monitoring systems design and assistance
 3. Construction Services
 4. Laboratory Testing Services
 5. Miscellaneous Environmental Assistance
 6. Emergency Event Response
2. The following requirements are mandatory and must be complied with.
 1. A professional Engineer to review all work and stamp, registered in the state of Wisconsin, as required.
 2. A professional geologist will also be required for soil boring/monitoring well drilling and/or abandonment and related work.
3. An assigned COUNTY Project Manager from the Department of Waste & Renewables (W&R) shall be the ENGINEER's contact for securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.
4. The term "written" or "in writing" may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.
5. Document Submittals: Documents submitted to COUNTY shall be in original file format (e.g. Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.). Final documents shall be in PDF format and delivered to COUNTY via e-mail or ShareFile. In addition to the PDF file(s), electronic versions shall include the original file format (e.g. Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.).
6. ENGINEER shall submit a data request to COUNTY, prior to starting Work. COUNTY shall provide all available reports, record documents, boring logs, site drawings and specifications to selected ENGINEER firm. Drawings and specifications may not be complete or in an as-built condition. ENGINEER firm shall confirm accuracy of drawings and specifications.

4.2. Landfill / Civil Design Services

Landfill / Civil Design Services – including but not limited to:



- Landfill Design – (For active and closed landfill)
 - Locational criteria setbacks and exemptions (private wells, surface waters, parks, highways, airports, etc.)
 - Geotechnical investigations (soil boring, monitoring well, and piezometers)
 - Wetland delineations
 - Alternative liner/final cover
 - Perimeter berm, base grade, leachate collection system, and final grades
 - Leachate collection, management, disposal, and recirculation
 - Surface water management, including diversion berms, downslope flumes, perimeter ditches, sedimentation basins, and outlet structures
 - Gas extraction systems, including well depth and spacing, and header and lateral layout
 - Coordination / correspondence with the Wisconsin Department of Natural Resources (WDNR), including Plan Modification Requests
 - Revisions and updates to CAD drawings
 - Operational efficiency studies or reviews

4.3. Monitoring Systems Design and Assistance

Monitoring Systems Design and Assistance – including but not limited to:

- Landfill Gas Wellfield – (For active and closed landfills)
 - New / replacement well installations, including well depths and spacing/layout
 - Header/lateral sizing and layout
 - Leachate and condensate management
 - Extraction well rehabilitation or abandonment
 - Monitoring
 - Nonroutine four gas (methane, carbon dioxide, oxygen, balance gas) field monitoring
 - Hydrogen sulfide field monitoring
 - Field sampling for lab analysis
 - Compliance Support
 - Support with Annual Report, including data collection and compilation and updating CAD drawings or other figures
 - Support with Air Permit review and updates
 - Coordination and correspondence with WDNR or other regulatory agencies
 - Preparation of semi-annual New Source Performance Standards (NSPS) reports for Sites 1, 2, and 3
 - Preparation of annual Air Emissions Inventory
 - Other compliance support as needed, such as related meetings and correspondence
 - Training assistance - Train Dane County personnel in monitoring techniques, interpretation of results, calibration and use of monitoring equipment, and compliance/reporting requirements
- Monitoring Well/ Gas Probes - (For active and closed landfills)
 - Abandonment and replacement
 - Well and Probe depth, location, and screened interval design
 - Coordination/contracting with drilling company
 - Oversight of installation/abandonment by a State of Wisconsin registered Professional Geologist



- Coordination with the WDNR
 - Monitoring - Nonroutine field monitoring and sampling for laboratory analysis
 - Compliance support
- Additional monitoring as required for out of compliance monitoring wells or gas probes
- Coordination with the WDNR
 - Training assistance - Train Dane County personnel in monitoring techniques, interpretation of results, use of monitoring equipment, and compliance/reporting requirements

4.4. Construction Services

Construction Services – including but not limited to:

- Construction documentation assistance - (For active and closed landfills)
 - Construction Plan Set preparation
 - Preparation of Specifications
 - Review of contractor submittals/documentation
 - Review of soil/geosynthetic laboratory test results
 - Review of survey documentation
 - Documentation report preparation
 - Documentation plan set preparation
- Construction quality assurance (CQA) support or training - (For active and closed landfills)
 - Project management
 - On-site construction quality assurance (full time or as needed)
 - Review of contractor submittals
 - Soil and geosynthetic field testing and sample collection for laboratory testing
 - Review of contractor submittals/documentation
 - Review of soil/geosynthetic laboratory test results
 - Review of survey documentation
 - Assistance with modifications related to unforeseen field conditions.
 - Coordination / correspondence with the WDNR
 - Training assistance - Train Dane County personnel in CQA requirements and compliance/reporting requirements

4.5. Laboratory Testing Services

Laboratory Testing Services – including but not limited to:

- Soil Testing Services (For active and closed landfills)
 - Including clay, fine grained barrier layer, leachate collection system aggregates, and general fill
 - Borrow source investigations – Bulk sample testing as necessary
 - Geotechnical investigations – Bulk sample testing as necessary
 - Construction testing – Bulk and Shelby tube sample testing as necessary
 - Preparation of all blanks as necessary
- Geosynthetic Testing Services (For active and closed landfills)



- Including geomembrane, geosynthetic clay liner (GCL), and geotextile
- Conformance testing
- Construction quality assurance / quality control testing.

4.6. Miscellaneous Environmental Assistance

Miscellaneous Environmental Assistance – including but not limited to:

- Contaminated sites – The Dane County Department of Waste + Renewables also manages several historic Petroleum Environmental Cleanup Fund Award (PECFA) sites within Dane County. Assistance may be needed with monitoring, reporting, and bringing these sites to closure. Additional unknown sites and contamination may also require assistance in investigation and evaluation of remedial options and clean up.
- Emerging contaminants of concern – Future regulations may impact landfill operations in the future. Assistance may be necessary with respect to acceptance of emerging contaminant containing waste streams, as well as discharge of leachate containing emerging contaminants. Work could include risk analysis, system designs, permitting, or construction.
- Beneficial reuse of process byproducts/diverted materials (For active landfill)
 - Waste Streams
 - Several waste streams are currently diverted from the landfill, including tires, asphalt shingles, compost, and construction and demolition waste. Assistance may be required in finding and permitting additional uses for these diverted materials. Assistance may be required in finding and permitting additional waste streams for diversion.
 - Nitrogen and Carbon Dioxide
 - Nitrogen and carbon dioxide are produced as byproducts of our RNG plant gas purification process. Assistance may be required in finding and permitting a use for these materials.

4.7. Emergency Event Response

Emergency Event Response – including but not limited to:

- Natural Disaster Response – Natural disasters, including tornados, flooding, storm events, and climate change can mean significant waste management challenges. Assistance may be required in planning for and in immediate response to these challenges.
- Landfill Incident Response
 - Landfill Gas Migration – Assistance may be needed in investigating the source of and responding to landfill gas migration. Responses may include monitoring and tuning of the existing gas extraction system, design and installation of additional gas extraction capabilities, design and installation of migration management systems, installation and monitoring of ambient air monitoring devices in nearby structures, or other measures as necessary.
 - Landfill Subsurface or Surface Fires – Assistance may be needed in investigating the cause and responding to a landfill subsurface or surface fire. Investigations may include installation of additional monitoring points/gas



extraction wells, monitoring of gas extraction wells for temperature and carbon monoxide, and modeling to determine the extent of fire and risk to the site, operations, and the environment.

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- Landslides – Assistance may be needed in incident response and clean up from a landslide, and investigation into the cause of the landslide.

- Accidents – Assistance may be needed in accident reconstruction, operator training, and accident prevention strategies.

- Environmental Spill Response Assistance – Assistance may be needed in responding to environmental spills. Work may include, but is not limited to:

- Initial spill response, clean-up and environmental sampling
- Spill reporting requirement interpretation and guidance
- Data collection, report preparation and submittal
- Assist with coordination and correspondence with the WDNR



5. RFP Response Requirements & Evaluation Criteria

RFP & Cost Proposal Response

- Proposers shall upload and submit their proposal response document(s) in PDF format to [Proposer Questionnaire & Uploads](#).
- The Proposer's RFP Response shall be organized to comply with the question/category numbers and names as shown below.
- Review Section 2.3- Proposal Submission Requirements in the [RFP Instructions](#) for additional clarification and document formatting.
- Proposers can upload their Cost/Pricing Proposal to [Proposer Questionnaire & Uploads](#) or Complete the Pricing Table(s) if applicable.

Evaluation Criteria

- Each section references the Point Value assigned to it for evaluation purposes.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Staff Qualifications and Capabilities • Organizational chart identifying the proposed project team. • Resumes for key personnel, including relevant licenses, certifications, and experience. • A brief description of each team member's role and qualifications relevant to the services requested.	0-10 Points	30 (30% of Total)
2.	Cost Proposal & Fee Structure • Provide a detailed breakdown of your firm's proposed fees, as outlined in the Pricing Proposal section of this RFP.	0-10 Points	25 (25% of Total)



3.	Organization Strength and Capabilities • Legal name, address, and contact information for your firm. • Brief history outlining your firm's mission, areas of specialization, and the number of years in business. • Description of firm's experience with county or other government projects, as well as experience with similar scopes of work as is outlined in this RFP. • Description of what differentiates your firm from others in terms of technical expertise, design approach, or client service.	0-10 Points	25 (25% of Total)
4.	Project Experience and References • List of three comparable projects your firm has completed within the past five years. For each, list the: ○ project descriptions ○ size ○ scope ○ outcomes ○ client reference contact information	0-10 Points	20 (20% of Total)



6. Pricing Proposal

PRICING

For proposal evaluation purposes only, the cost proposal will be based on an illustrative project with the following estimated number of hours for each position. Note: Position titles may vary. If there is not a position title at your company that exactly matches a position title listed, please write in the closest job title in the Cost Proposal. All prices, costs, and conditions outlined in the proposal shall remain fixed to the first 3 years of the contract. Thereafter, prices can be increased by no more than the increase in the Midwest Consumer Price Index. Any such increases will be considered only if Dane County receives the request in writing no less than 60 days prior to the anniversary of the contract.

Base Fee Number	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	5 hours	
2	Project Manager	20 hours	
3	Professional Engineer	40 hours	
4	Senior Engineer	40 hours	
5	Junior Engineer	60 hours	
6	Senior Designer	40 hours	
7	Junior Designer	60 hours	
8	Surveyor	20 hours	
9	Two-Person Survey Crew	20 hours	
10	Draftsperson	20 hours	
11	Clerical Staff	5 hours	

RATE SCHEDULE

A table listing standard hourly rates must be submitted in the Proposal listing position and hourly rate for each position. Rates will be maintained, with no increase the first 3 years of the contract. Thereafter, prices can be increased by no more than the increase in the Midwest Consumer Price Index. Any such increases will be considered only if Dane County receives the request in writing no less than 60 days prior to the anniversary of the contract.

Line Item	Position	Unit of Measure	Cost
1	Principal-in-Charge	\$/HOUR	
2	Project Manager	\$/HOUR	
3	Professional Engineer	\$/HOUR	



Dane County Request for Proposal (RFP) #326006
Professional Engineering Services

Line Item	Position	Unit of Measure	Cost
4	Senior Engineer	\$/HOUR	
5	Junior Engineer	\$/HOUR	
6	Senior Designer	\$/HOUR	
7	Junior Designer	\$/HOUR	
8	Surveyor	\$/HOUR	
9	Two-person Survey Crew	\$/HOUR	
10	Professional Geologist	\$/HOUR	
11	Draftsperson	\$/HOUR	
12	Clerical Staff	\$/HOUR	



7. Professional Services Agreement- Standard Terms & Conditions

7.1. PROFESSIONAL SERVICES AGREEMENT SIGNATURE PAGE

Date: _____

Project No: 326006

Agreement No: _____

THIS AGREEMENT is between the County of Dane, by its Department of Waste & Renewables (W&R), hereinafter referred to as “COUNTY”, and [ENGINEER’s Name, Address, City, State, Zip], hereinafter called the “ENGINEER”.

WITNESSETH

WHEREAS, COUNTY proposes securing professional services for a Project described as follows:

Professional Engineering Services

WHEREAS, COUNTY deems it advisable to engage the services of the ENGINEER to furnish professional services in connection with this Project, and

WHEREAS, COUNTY has authority to engage such services, and

WHEREAS, the ENGINEER represents that it is in compliance with the applicable Wisconsin Statutes relating to the registration of architects and professional engineers and designers, and has agreed to furnish professional services for COUNTY,

NOW, THEREFORE, in consideration of the premises and to their mutual and dependent agreements, the parties hereto agree as set forth in the following pages, which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, COUNTY and the ENGINEER have executed this Agreement as of the above date.

[ENGINEER–FIRM NAME]

COUNTY OF DANE

Signature

Date

Melissa Agard, County Executive

Date

Printed Name

Scott McDonell, County Clerk

Date

Title

Federal Employer Identification Number (FEIN)



7.2. ARTICLE 1: SCOPE OF AGREEMENT

1. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the ENGINEER shall be governed by the following Terms and Conditions.
2. The ENGINEER shall provide technical and professional services under this Agreement. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
3. The ENGINEER shall serve as the professional technical advisor and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement and in that capacity, the ENGINEER shall not have a contractual duty or responsibility to any other person or party or individual regarding the services under this Agreement, except as that duty may arise under the laws of the State of Wisconsin. The ENGINEER is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
4. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code. The standard of care for architectural and engineering services under this Agreement shall include designing buildings, structures and / or related infrastructural systems that comply with all applicable building and safety codes.
5. By accepting this Agreement, the ENGINEER represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
6. The ENGINEER shall review and become familiar with the current Division 00 & 01 requirements utilized by COUNTY in construction contracts and shall provide services and work, consistent with such requirements, so that the Contractor's schedule is not negatively impacted.
7. The ENGINEER shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the ENGINEER may subcontract work to an approved consultant under this Agreement, to the specific extent authorized by COUNTY. The authorization to subcontract shall not relieve the ENGINEER of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
8. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.
9. The ENGINEER may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
10. In the performance of this Agreement, the ENGINEER shall become familiar with and perform such services in accordance with the specifications set forth in the Request for Proposals document. The COUNTY reserves the right to update County Master Specifications Division 00 and Division 01 at any time, including after the signing date of this Agreement. The ENGINEER shall use and conform to the most current County Master Specifications Division 00 and Division 01 available at the time of Final Review Documents and the ENGINEER shall not be eligible for a change order based upon alterations to said County Master Specifications Division 00 and Division 01 occurring after the date of Agreement signing.
11. For this project the following terms will be in use:
 1. The Project: The entirety of what is required to conceive, design, build, commission, start-up & troubleshoot the work for which this RFP and any subsequent RFB(s) are published.
 2. Project Budget: The total amount of funds the County has allocated for the Project. This includes contingencies, fees, costs for design services, commissioning services, furniture, fixtures and equipment (FF&E) expenditures and the Construction Budget.



3. Construction Budget: The portion of the Project Budget specifically allocated for construction services, or the accepted bid amount including any alternate bids.
4. Construction Opinion of Probable Cost: The ENGINEER's cost estimate for the Construction Budget before any bids are received.
5. Project Planning Team: Dane County staff from the respective department and Department of Waste & Renewables (W&R), the architect / engineering design team (A/E) & the commissioning provider (CxP) if applicable. Occasionally, others may join or provide input to this team.
6. Project Committee (if applicable): A group of individuals selected by the Chair of the respective Committee. The ENGINEER shall be present & provide input for the meetings of this group.

7.3. ARTICLE 2: COUNTY'S RESPONSIBILITIES

1. COUNTY will determine the Project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.
2. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the Project.
3. COUNTY will provide available information regarding the requirements for the Project, which set forth COUNTY's objectives for program, schedule and overall Project Budget. COUNTY will make available to the ENGINEER data or documents known to COUNTY or requested by the ENGINEER, which may be needed for the fulfillment of the professional responsibility of the ENGINEER. Documents provided by COUNTY shall not relieve the ENGINEER from the responsibility for conducting a field survey to verify existing conditions as specified herein.
4. COUNTY will communicate to the ENGINEER the format of the documents required to be submitted.
5. COUNTY will examine documents submitted by the ENGINEER and will render decisions regarding them promptly, to avoid unreasonable delay in the progress and sequence of the ENGINEER's work. COUNTY will coordinate review comments from the ENGINEER and COUNTY staff prior to issuance to the ENGINEER.
6. COUNTY will distribute Construction Documents and any necessary addenda to prospective bidders and conduct the bid opening for the Project.
7. COUNTY will prepare and process the Agreements between COUNTY and ENGINEER, and between COUNTY and construction contractor(s).
8. Unless otherwise specified in this Agreement, COUNTY will arrange for services of a testing laboratory to furnish structural, chemical, mechanical and other laboratory tests, inspections and reports as required by law or deemed necessary by COUNTY.

7.4. ARTICLE 3: ACCOUNTING RECORDS

1. Records of the ENGINEER's direct personnel, consultants, and reimbursable expenses pertaining to the Project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to COUNTY or an authorized representative throughout the term of this Agreement and for at least three (3) years after final payment to the ENGINEER.

7.5. ARTICLE 4: TERMINATION OF AGREEMENT

1. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the ENGINEER. In the event of termination, the ENGINEER will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by COUNTY. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Agreement. Upon termination, the results of such work shall immediately be turned over to the COUNTY Project Manager prior to further payment by COUNTY.
2. In the event the Agreement between the ENGINEER and any consultant on this Project is terminated, the results of work by that consultant shall immediately be turned over to the ENGINEER.



7.6. ARTICLE 5: OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

1. All reports, drawings, specifications, renderings, models, details, and other such documents prepared by the ENGINEER or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the ENGINEER's work, or upon termination of the Agreement, and shall be delivered to COUNTY upon request.
2. COUNTY may use documents prepared under this Agreement for informational purposes without additional compensation to the ENGINEER. If COUNTY uses or modifies documents without involvement or written consent of the ENGINEER or its sub-consultant(s), COUNTY shall remove name and signatures of the ENGINEER or its sub-consultant(s) from documents prior to such use or modification. Any such use or modification shall be at sole risk of COUNTY and without liability for the ENGINEER or its sub-consultant(s).
3. Specifications and isolated, detail drawings inherent to the architectural/engineering design of the Project, whether provided by the COUNTY or generated by the ENGINEER, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.
4. Confidential Information : "Confidential Information" shall mean any and all information, technical data and related material disclosed or made available by the COUNTY to the ENGINEER or their officers, directors, employees, subconsultants, subcontractors, contractors, representatives, or agents that is (a) not generally known to the public, and (b) identified as confidential, or, to a reasonable person, would be expected to be confidential due to its character and nature, including, but not limited to: financial information or projections; contract details; costs; pricing; designs, specifications and uses of products and services; product research; trade secrets; developments; inventions; processes; equipment settings; operational parameters; facilities; engineering techniques; data, know-how, or formats; software; business and strategic plans; business opportunities; employees; and other significant and valuable business information.
 1. Disclosure to Subcontractors: ENGINEER shall maintain Confidential Information in the strictest confidence and shall only disclose information to the extent necessary. Prior to the limited disclosure of confidential information to subconsultants or agents, the ENGINEER shall obtain the written agreement of such subconsultants to be bound by confidentiality.
 2. Ownership of Information: All right, title and interest in and to the Confidential Information shall be and remain vested in the COUNTY. ENGINEER shall not be granted any license or right of any kind with respect to the Confidential Information, other than to use the Confidential Information for the limited purposes of the Project.
 3. Disclosure Required by Law: If the ENGINEER is requested or required by law (by deposition, interrogatories, subpoenas, civil investigative demand or similar process) to disclose any Confidential Information or the existence of negotiations between the parties, the ENGINEER shall, unless prohibited by law, promptly notify the COUNTY of such request.

7.7. ARTICLE 6: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

1. ENGINEER shall indemnify and hold harmless COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the ENGINEER furnishing the services required to be provided under this Agreement, but only to extent caused or resulting from intentional or negligent acts of the ENGINEER, or its sub-consultant(s) and provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of the ENGINEER under this paragraph shall survive the expiration or termination of this Agreement.

7.8. ARTICLE 7: PROFESSIONAL LIABILITY INSURANCE

1. The ENGINEER and its consultants retained under the terms of this Agreement shall procure and maintain a professional liability insurance policy with at least \$1,000,000 in coverage that provides for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The ENGINEER shall provide up-to-date, accurate professional liability information on the ENGINEER 's Data Record, including amount of insurance,



deductible, carrier and expiration date of coverage. Upon request by COUNTY, the ENGINEER shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The ENGINEER shall not cancel or materially alter this coverage without prior written approval by COUNTY. The ENGINEER shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

7.9. ARTICLE 8: OTHER INSURANCE

1. The ENGINEER and its consultants retained under terms of this Agreement shall:
 1. Maintain Worker's Compensation Insurance:
 1. Procure and maintain Worker's Compensation Insurance as required by State of Wisconsin Statutes for all of the ENGINEER's and consultant's employees engaged in work associated with the Project under this Agreement.
 2. Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Insurance may be met by a combination of primary and excess coverage.
 2. Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the ENGINEER as insureds.
 3. Procure and maintain Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Insurance may be met by a combination of primary and excess coverage.
 4. Provide an insurance certificate indicating the above Commercial Liability Insurance and property damage coverage, countersigned by an insurer licensed to do business in Wisconsin, covering and maintained for the period of the Agreement. Upon request by COUNTY, the insurance certificate is to be presented on or before execution of the Agreement.

7.10. ARTICLE 9: MISCELLANEOUS PROVISIONS

1. ENGINEER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so.
2. Legal Relations: The ENGINEER shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this Project and in effect on the date of this Agreement.
3. Approvals or Inspections: None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the ENGINEER from any duty or responsibility it has for its professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.
4. Successors, Subrogees and Assigns: COUNTY and ENGINEER each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.
5. Claims: ENGINEER's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Director of the Department of Waste & Renewables (W&R) for review and resolution. The decision of the Director of the Department of Waste & Renewables (W&R) shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.
6. Amendment of Agreement: This Agreement may be amended in writing by both COUNTY and ENGINEER.



7. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
8. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
9. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
10. Execution: The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by ENGINEER. ENGINEER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by ENGINEER is authentic.
 1. This Agreement has no effect until signed by both parties. The submission of this Agreement to ENGINEER for examination does not constitute an offer. ENGINEER warrants that the persons executing this Agreement on its behalf are authorized to do so.
 2. This Agreement, and any amendment or addendum relating to it, may be transmitted by legible facsimile reproduction or by scanned legible electronic PDF copy and utilized in all respects as an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereby stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not each party made such reproduction in the regular course of business. This provision does not apply to the service of notices under this Agreement.

7.11. ARTICLE 10: NONDISCRIMINATION IN EMPLOYMENT

1. During the term of this Agreement, ENGINEER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). ENGINEER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.
2. Civil Rights Compliance:
 1. If ENGINEER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the ENGINEER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. ENGINEER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. ENGINEER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two-year period. If ENGINEER has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it may be



required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If ENGINEER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of ENGINEER's Plan is sufficient.

2. ENGINEER agrees to comply with the COUNTY's civil rights compliance policies and procedures. ENGINEER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the ENGINEER. ENGINEER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. ENGINEER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
3. ENGINEER shall post the Equal Opportunity Policy, the name of ENGINEER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. ENGINEER shall supply to COUNTY's Contract Compliance Specialist upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
4. ENGINEER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Specialist when such announcements are issued.



8. Proposer Questionnaire & Uploads

8.1. Contact Information

8.1.1. *Name:**

*Response required

8.1.2. *Title**

*Response required

8.1.3. *Company**

*Response required

8.1.4. *Address:**

*Response required

8.1.5. *Telephone Number**

*Response required

8.1.6. *Email Address**

*Response required

8.2. Addenda

8.2.1. *I have reviewed the Request for Proposals and all document attachments as they pertain to this Project.**

☐ Please confirm

*Response required

8.2.2. *I understand that if any addendum is issued I will have to acknowledge the posted addendum. **

☐ Please confirm

*Response required

8.2.3. *If an addendum is posted after I have submitted my proposal response and the resulting addendum requires action to be taken either in the Specification Section or Pricing Section, I understand that:**

1. I will have to withdraw my proposal response.
2. I will have to acknowledge the posted addendum.
3. I will have to take action in responding to the changes on either the Specification Section or Pricing Section.
4. I will then have to resubmit my proposal response.

Further instructions on addendum(a) postings can be found [here](#).

☐ Please confirm

*Response required

8.3. Question and Answer (Q&A)

8.3.1. *Proposer has reviewed and acknowledges all Q&A.**

☐ Yes

☐ No



*Response required

8.4. Proposer Fair Labor Practices Certification

8.4.1. Fair Labor Practice Certification *

Has your company been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed?

If **yes**, a copy of any relevant information regarding such violation is required to be uploaded with your bid submission as part of Supplemental Material.

Additional information about the NLRB and WERC can be found using the following links:

www.nlrb.gov and <http://werc.wi.gov>.

- No, our company has NOT been found by the NLRB or the WERC to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.
- Yes, our company HAS been found by the NLRB or the WERC to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

☐ No, our company has NOT been found by the NLRB or the WERC to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

☐ Yes, our company HAS been found by the NLRB or the WERC to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

*Response required

8.5. Proposer W9

8.5.1. W9 Upload*

Please upload your company's most recent W9 form signed within the past 12 months.

*Response required

8.6. RFP Response Questions

8.6.1. Criteria 1 RFP Response- Document Upload*

Upload your documentation in reference to Question 1 in [RFP Response Requirements & Evaluation Criteria](#). Please DO NOT include Cost information in this section.

*Response required

8.6.2. Criteria 2 RFP Response- Document Upload*

Upload your documentation in reference to Question 2 in [RFP Response Requirements & Evaluation Criteria](#)). Please DO NOT include Cost information in this section.

*Response required

8.6.3. Criteria 3 RFP Response- Document Upload*

Upload your documentation in reference to Question 3 in [RFP Response Requirements & Evaluation Criteria](#)). Please DO NOT include Cost information in this section.

*Response required

8.6.4. Criteria 4 RFP Response- Document Upload*

Upload your documentation in reference to Question 4 in [RFP Response Requirements & Evaluation Criteria](#)).



*Response required

8.6.5. *RFP Response - Supplemental Document Upload*

Upload any additional or required information documents that supplements this solicitation.

Please DO NOT include the Pricing Proposal in this section

8.6.6. *Do you have Subconsultants?**

☐ Yes

☐ No

*Response required

When equals "Yes"

8.6.7. *Please complete Attachment A- Consultant Agreement**

Please download Attachment A, complete, and upload here for each individual subconsultant.

Note: The "project number" is 326006 and the "Project" is Professional Engineering Services.

*Response required

8.7. Pricing Proposal

8.7.1. *RFP Cost Proposal Document - Upload**

Pricing shall be inclusive of all labor, delivery costs and other expenses necessary to provide product in accordance with the specifications and terms and conditions of this bid document and your proposal.

*Response required

8.7.2. *RFP Cost Proposal - Supplemental Document Upload*

Please upload any documents providing further clarification of the submitted Pricing Proposal. At a minimum, provide a Rate Schedule.

8.8. Designation of Confidential and Proprietary Information

8.8.1. *Designation of Confidential and Proprietary Information**

Please specify what information you wish to designate as confidential and proprietary. Please identify specific sections, pages, topics, and/or documents. If nothing will be designated as confidential or proprietary, type "NONE" below.

NOTE: Pricing sections cannot be designated as confidential and proprietary.

*Response required

8.9. Proposer's Limitations

8.9.1. *Proposer's Limitations**

State clearly any limitations you wish to include and detail any conditions that you may have with the [Professional Services Agreement- Standard Terms & Conditions](#). If there are no limitations, type "NONE" below.

*Response required



8.10. SIGNATURE AFFIDAVIT

8.10.1. *RFP Solicitation Response Declaration**

In submitting and confirming this solicitation response, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a solicitation response; that this solicitation response has been independently arrived at without collusion with any other vendor competitor or potential competitor; that this solicitation response has not been knowingly disclosed prior to the opening of bids to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

Further, by submitting this solicitation response, firm agrees with all the terms, conditions, and specifications required by the County in this solicitation and declares that the corresponding solicitation response and pricing are in conformity therewith.

I have read and understood the entire document.

I declare under penalty of false swearing under the law of Wisconsin that the foregoing is true and correct.

☐ Please confirm

*Response required

8.10.2. *Electronically signed by:**

Provide First Name, Last Name and Title

*Response required

8.10.3. *Signed on: **

Write in month, day, year and city/state in which the submission occurred. *Example: June 27, 2025 in Madison, WI*

*Response required