# REQUEST FOR PROPOSALS

**"Marco/Stevens Sites Interim Corrective Action"**

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**

**RFP No.: 3000005258**
**Proposal Due Date/Time: April 29, 2016/3:00 p.m. CST**

**Issue Date: March 30, 2016**

# REQUEST FOR PROPOSALS

**"Marco/Stevens Sites Interim Corrective Action"**
**Louisiana Department of Environmental Quality**

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# REQUEST FOR PROPOSALS

**"Marco/Stevens Sites Interim Corrective Action"**
**Louisiana Department of Environmental Quality**

## PART I. ADMINISTRATIVE INFORMATION

### 1.1 Request for Proposals (RFP)

The Louisiana Department of Environmental Quality, hereinafter referred to as the "Department", requires the services of a well-qualified contractor to provide for the planning and performing of the interim correction action and submission of an Interim Corrective Action Report(s). The goal is to provide interim corrective action of the Marco of Iota and Stevens sites which were contaminated by improper disposal of hazardous wastes. The Department invites all qualified parties (companies and individuals) to submit proposals for providing these services. Only one contract will be awarded.

### 1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be thirty-six (36) months, beginning approximately July 1, 2016, and ending approximately June 30, 2019. Compensation for contract services will be based on the Schedule of Prices A, B and C (see RFP Section 3.2.7) and the unit rates resulting from the RFP process to be incorporated into the contract, with a maximum total contract amount to be determined by the Department upon contract award. The Department reserves the right to amend the contract to increase the total contract amount, using the unit rates established in Attachment 2, Schedule of Prices A, B and C. This contract and any amendments require the approval of the Division of Administration, Office of State Procurement.

### 1.3 Proposal Preparation

Instructions for preparing proposals are provided in Part III of this Request for Proposal. Proposals submitted for consideration should follow the specified order of presentation and format.

### 1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the Department's Financial Services Division no later than 3:00 p.m. CST on or before April 13, 2016. Do not contact other Department personnel with questions regarding this RFP.**

Questions may be mailed to:

Sharon Schexnayder
Financial Services Division
Louisiana Department of Environmental Quality
P. O. Box 4303
Baton Rouge, LA 70821-4303

or submitted by e-mail to: _DEQ-Sect-Procurement

Questions will also be accepted by FAX at (225) 219-3868.

Questions submitted in any other manner or to any other address, email, or telephone number will not be answered.

Only Sharon Schexnayder or her designee has the authority to officially respond to proposer's questions on behalf of the Department. Any communications from any other individuals are not binding on the Department.

Responses to these questions will be posted on www.deq.louisiana.gov/RFP. Responses will be posted on or before April 14, 2016. Additionally, Questions and Answers will also be posted to LaPAC http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm as an addendum to the RFP. It is the responsibility of potential Proposers to check the web site prior to submitting their proposal to verify that they have the most recent updates (i.e. questions and answers, addenda, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.

### 1.5 Submission of Proposals

The Department requests that five (5) copies of the technical proposal and one (1) copy of the financial information be submitted to the address specified below no later than 3:00 pm CST on or before **April 29, 2016**. **At least one copy of the technical proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization**. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the technical proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

**Proposals, amendments, and any other information received after the date and time identified above will not be considered.**

All proposals should be delivered to:

Sharon Schexnayder, Financial Services Division
Louisiana Department of Environmental Quality
Galvez Building
602 N. Fifth Street
Baton Rouge, Louisiana 70802

The U. S. Postal Services does not deliver mail directly to the Department's Headquarters at the address above. Therefore, Proposers must hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. The Department will not acknowledge by mail or telephone timely receipt of proposals.

## 1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addendum to a proposal must be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and received by the Department prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any Proposer choosing to withdraw its proposal must submit a written withdrawal request to the Department prior to the proposal due date and time.

## 1.7 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.4 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process;
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

## 1.8 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in the Department's RFP process; however, the Department reserves the right to deviate from this schedule.

**Table 1. RFP Schedule Summary**

| Event | Date | Local Time |
|---|---|---|
| Begin Advertisement of RFP | March 30, 2016 | |
| Deadline for the Department receipt of written questions from prospective Proposers | April 13, 2016 | 3:00 p.m. CST |
| Proposal due date and time | April 29, 2016 | 3:00 p.m. CST |
| Oral presentations by Proposers (if required) | May 25, 2016 | |
| Estimated award date | Approximately June 6, 2016 | |
| Estimated initiation of the contract period | Approximately July 1, 2016 | |

## 1.9 Definitions

Contractor – Any person or firm having a contract with a governmental body; the selected proposer

DOA - Division of Administration

OSP – Office of State Procurement

Proposer – A firm or individual who responds to this RFP

Shall, Will, Must - Denotes a mandatory requirement

Should, Can, May - Denote a preference, not a mandatory requirement

State - The State of Louisiana

# PART II. GENERAL INFORMATION

## 2.1 Corporation Requirements

If the Proposer is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall obtain a Certificate of Authority pursuant to La. R.S. 12:301-302 from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. The Certificate of Authority must be provided prior to contracting with the Department.

If the Proposer is a for-profit corporation whose stock is not publicly traded, the Proposer shall file a Disclosure of Ownership form with the Louisiana Secretary of State's office before contracting with state government. The Disclosure of Ownership Affidavit must be provided prior to contracting with the Department.

## 2.2 Code of Ethics for State Employees

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Appendix C, Sample Contract, Article 25).

## 2.3 Insurance Requirements

Proposers are encouraged to carefully examine the insurance coverages that will be required by the contract. (See Appendix C, Sample Contract, Article 27). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by the Department before work begins. Furthermore, the successful contractor must include all subcontractors as insured under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor before work begins.

## 2.4 Laboratory Accreditation

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and The NELAC Institute standard of 2009 (2009 TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

Evidence of LELAP accreditation for any/all laboratories proposed to be used by the successful Contractor must be provided and approved by the Department before work begins.

## 2.5 Proposal Costs

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of the Department and will not be returned.

## 2.6 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com.

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  -the number of certified small entrepreneurships to be utilized
  -the experience and qualifications of the certified small entrepreneurship(s)
  -the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), the Proposer shall complete and include in their proposal, Appendix D, Veteran-Owned and Service-Connected Small Entrepreneurships (Veterans Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

Table. Reserved points will be allocated according to the information provided by the proposer, not by what could be inferred.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form A.

The statutes (R.S 39:2171 *et. seq.)* concerning the Veteran Initiative may be viewed at http://legis.la.gov/39:2171; and the statutes (R.S 39:2001 *et. seq.)* concerning the Hudson Initiative may be viewed http://legis.la.gov/Legis/Law.aspx?d=96265. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at http://www.doa.la.gov/Pages/osp/SE/se.aspx.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

# PART III. PROPOSAL PREPARATION INSTRUCTIONS

## 3.1 Proposal Content

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the Proposer's ability to meet the requirements of the RFP. The Proposer should demonstrate his understanding of the Department's requirements. Each Proposer is solely responsible for the accuracy and completeness of his proposal.

## 3.2 Elements for Technical Proposal (Volume I)

Each Proposer should address the elements described by this section in his Technical Proposal in the order listed.

### 3.2.1 Proposal Cover Sheet

Each Proposer must complete Appendix A, Proposal Cover Sheet. **Proposals lacking a signed cover sheet shall be disqualified.**

### 3.2.2 Table of Contents

Each Proposer should include a paginated Table of Contents to facilitate locating proposal information.

### 3.2.3 Scope of Services

Each Proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in Attachment 1, Statement of Work (SOW). The Proposer's Scope of Services should be presented in as much detail as judged necessary by the Proposer. An unsupported statement that the Proposer will comply with all the requirements of this solicitation shall not be acceptable.

Each Proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

(1) Project Management

The Proposer should describe the proposed approach to project management, including, at a minimum, the following information:

(a) Overall company organization

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with the Department. Include a description of the involvement of any proposed subcontractors in this project (See Item 3.2.6, Subcontractors).

(b) Project organization

The Proposer should provide the following information

Provide a project-specific organizational chart identifying the **Proposer's key personnel and key subcontractor personnel** proposed for work on this project as identified in Attachment 1, SOW 4.0 Minimum Qualifications of the Contractor's Personnel. This chart should specifically include, but need not be limited to Project Manager, Site Supervisor, Quality Assurance Manager and Scientist (Chemist, Biologist, Environmental Scientist). Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for the Department, and any subcontractor relationships. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

(c) Management approach

The Proposer should describe the proposed approach to project management. Project management shall include, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and the Department, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

(2) Performance of Project Tasks

The Proposer should describe the proposed approach to the performance of the technical tasks described in Attachment 1, SOW. The Proposer should include a description of deliverables to be received by the Department as end products of the services rendered.

### 3.2.4 Personnel Qualifications and Experience

The Proposer should provide evidence that its proposed staff meets or exceeds the minimum education and experience requirements described in Attachment 1, SOW, Section 4.0 Minimum Qualifications of the Contractor's Personnel. The Department will consider only experience that is relevant to the tasks listed in Attachment 1, SOW.

The Proposer should describe the qualifications and experience of **all key personnel** designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. The Proposer should include résumés (**key personnel only**) showing each assigned individual's education, registrations, accomplishments, and experience.

### 3.2.5 Company Qualifications and Experience

**A Louisiana State Contractors License (held by prime contractor) (see Attachment 1, SOW Section 5.6 for acceptable classifications or sub-classifications) shall be submitted with the proposal.**

The Proposer should describe the company's qualifications and experience that are relevant to the proposed tasks listed in Attachment 1, SOW. Experience will be considered relevant if prior projects major features include planning and performing removal actions, interim corrective actions, and remedial actions. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the Department may be considered by the Department for proposal evaluation, whether or not listed by the Proposer.

Each Proposer should describe projects undertaken by his company during the past three (3) years from the proposal submittal date. Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The Proposer's experience information should be submitted in the tabular format provided in Appendix B, Experience Table. The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the Proposer should provide:

(1) the name and address of the client (sponsoring agency or company);

(2) the name, telephone number, and email address of the client's contact person;

(3) the project title and contract number;

(4) the starting and ending dates of the project (contract term);

(5) the total dollar amount of the project; and

(6) a brief description of the project.

Each Proposer may include as many entries as he desires, however, only complete entries will be considered. Because the Department will contact a representative sample of the listed clients as references during the evaluation process, Proposers should verify that all client contact information and telephone numbers are current.

### 3.2.6 Subcontractors

All subcontractors proposed for use by the Proposer for this project should be identified on Appendix A, Proposal Cover Sheet. The Proposer should provide a signed letter of agreement or a copy of a signed contract from any intended subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

If any of the subcontractors proposed by the Proposer is a certified small entrepreneurship, the proposer shall complete and include in their proposal all documentation as described in Section 2.6 of this RFP.

### 3.2.7 Price Proposal (Schedule of Prices)

Each Proposer must submit a price proposal using the Department's pricing structure provided in Attachment 2, Schedule of Prices A, B and C. No other format shall be acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "$0" must be entered. If a Proposer identifies deficiencies or errors in this format, he should bring this information to the attention of the Department prior to proposal submission. The Department will review the information, and, if necessary, will issue any correction as an addendum to the RFP.

**Only** Attachment 2, Schedule of Prices A and B will be considered in evaluating the price proposal. The Proposer is advised to not include any additional terms and conditions, company fee schedules, etc., as they will not be considered.

## 3.3 Elements for Financial Information (Volume II)

Financial information is used for determination of responsibility (See Section 4.6), and not as evaluation criteria. In a separate volume, proposals should include evidence demonstrating the Proposer's financial capability to carry out this project. Evidence can include, but is not limited to:

- (Preferred) Financial Statements audited by an independent CPA for the past 3 years. This includes:
  - Notes to the Financial Statements, and
  - The CPA's Audited Report for each year
- Letter of intent to obtain a 100% Performance Bond

If a performance bond is chosen by the Proposer as evidence of financial capability, the successful Proposer shall be required to provide a performance (surety) bond in the amount of 100% of the contract to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

If the performance bond is chosen by the Proposer as evidence to demonstrate financial capability, the Performance Bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

The selected Proposer may be required to provide additional information as requested by the Department.

### 3.4 Proposal Format

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

### 3.5 Use and Disclosure of Confidential Information

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., documents submitted by Proposers in response to this RFP shall be available to the public. If a Proposer wishes to secure nondisclosure of information contained in his proposal, the Proposer must submit a written request to the Secretary of the Department in accordance with LAC 33:I. Chapter 5 and

applicable laws. Upon review of the written request, the Secretary of the Department will determine if the information requires confidentiality.

# PART IV. PROPOSAL EVALUATION AND SELECTION

## 4.1 Evaluation Process

A Selection Committee composed of the Department personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. **Any proposal that does not provide the following mandatory items shall be disqualified by the Department and shall not be evaluated by the Selection Committee:**

**(1) an original signed Proposal Cover Sheet (Part III, Section 3.2.1);**

**(2) a Schedule of Prices A and B (Part III, Section 3.2.7); and**

**(3) a current copy of the following license (Attachment 1, SOW, Section 5.6):**

> **Louisiana State Contractors License (held by prime contractor) with a Hazardous Material Classification or one of the following sub-classifications, Hazardous Materials Site Remediation, Hazardous Materials Cleanup and Removal, or Hazardous Waste Treatment or Removal**

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, the Department may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The scores will be compiled using Table 2. Evaluation Criteria. The responsible and qualified Proposer with the highest rated proposal will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the Department Secretary or his designee. The tentative selection is subject to the approval of the Secretary of the Department or his designee and the Division of Administration, Office of State Procurement. The Secretary of the Department or his designee is the only individual who can legally commit the Department to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Division of Administration, Office of State Procurement.

## 4.2 Evaluation Criteria

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

**Table 2. Evaluation Criteria**

| CRITERIA | MAXIMUM SCORE |
|---|---|
| 1. Merit of the Proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4). | **25** |
| 2. Qualifications and relevant experience of the Proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6). | **15** |
| 3. Qualifications and relevant experience of the Proposer in providing planning and performing removal actions, interim corrective actions, and remedial actions (Part III, Sections 3.2.5 and 3.2.6). | **15** |
| 4. Price (Part III, Section 3.2.7). | **35** |
| 5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.4) | **10** |
| **TOTAL SCORE** | **100** |

### 4.3 Price Evaluation Calculation

To compare Proposers' rates, the Department will calculate a total "Proposal Evaluation Price" for each proposal as follows:

**1) Evaluation Calculation for Schedule of Prices A – Labor Categories**

| Labor Category | Payment Unit | Unit Rate | Weighting Factor | Total |
|---|---|---|---|---|
| Project Manager | Hour | $ | 3 | $ |
| Site Supervisor | Hour | $ | 4 | $ |
| Quality Assurance Manager | Hour | $ | 1 | $ |
| Scientist (Chemist, Biologist, Environmental Scientist, etc.) | Hour | $ | 4 | $ |
| Technician | Hour | $ | 4 | $ |
| Laborer | Hour | $ | 4 | |
| Equipment Operator | Hour | $ | 4 | $ |
| Computer Aided Design (CAD) Operator | Hour | $ | 1 | $ |
| Administrative/Clerical Support | Hour | $ | 3 | $ |
| | | | **Subtotal a.** | **$** |

**2) Evaluation Calculation for Schedule of Prices B – Analytical Testing, Part 1 – Common Tests**

| Analysis | Payment Unit | Unit Rate | Weighting Factor | Total |
|---|---|---|---|---|
| Closed-System Purge and Trap and Extraction for Volatile Organics in Soil and Waste Samples (shall include samplers, vials and other supplies for volatiles/VPH); shall include costs for vial disposal for Closed System Purge and Trap | sample | $ | 4 | $ |
| Volatiles (RECAP Table 1; Exhibit C) | sample | $ | 4 | $ |
| Volatile Petroleum Hydrocarbons (VPH) | sample | $ | 4 | $ |
| Extractable Petroleum Hydrocarbons (EPH) | sample | $ | 4 | $ |
| Semi-volatiles (RECAP Table 1; Exhibit D) | sample | $ | 4 | $ |
| Glycols | sample | $ | 4 | $ |
| Toxicity Characteristic Leaching Procedure (TCLP) Extraction | sample | $ | 2 | $ |
| RECAP Metals (RECAP Table 1; Exhibit B) | sample | $ | 4 | $ |
| Polychlorinated Biphenyls (PCBs) | sample | $ | 4 | $ |
| | | | **Subtotal b.** | $ |

**3) Evaluation Calculation of Schedule of Prices B – Analytical Testing, Part 2 – Other Parameters**

| Analysis | Payment Unit | Unit Rate | Weighting Factor | Total |
|---|---|---|---|---|
| Asbestos from Bulk Samples | sample | $ | 1 | $ |
| Oil and Grease in water | sample | $ | 1 | $ |
| Total Dissolved Solids in water | sample | $ | 1 | $ |
| Ignitibility | sample | $ | 1 | $ |
| | sample | $ | 1 | $ |
| | sample | $ | 1 | $ |
| Reactivity (Cyanide and Sulfide) | sample | $ | 1 | $ |
| Corrosivity | sample | $ | 1 | $ |
| | sample | $ | 1 | $ |
| | sample | $ | 1 | $ |
| Synthetic Precipitation Leaching procedure (SPLP) Extraction | sample | $ | 1 | $ |

| Analysis | Payment Unit | Unit Rate | Weighting Factor | Total |
|---|---|---|---|---|
| Chromium VI (hexavalent chromium) | sample | $ | 1 | $ |
| | sample | $ | 1 | $ |
| | sample | $ | 1 | $ |
| Mercury | sample | $ | 1 | $ |
| | sample | $ | 1 | $ |
| | sample | $ | 1 | $ |
| | sample | $ | 1 | $ |
| | sample | $ | 1 | $ |
| pH | sample | $ | 1 | $ |
| Cyanide | sample | $ | 1 | $ |
| Aluminum | sample | $ | 1 | $ |
| Antimony | sample | $ | 1 | $ |
| Arsenic | sample | $ | 1 | $ |
| Barium | sample | $ | 1 | $ |
| Beryllium | sample | $ | 1 | $ |
| Cadmium | sample | $ | 1 | $ |
| Calcium | sample | $ | 1 | $ |
| Chromium | sample | $ | 1 | $ |
| Cobalt | sample | $ | 1 | $ |
| Copper | sample | $ | 1 | $ |
| Iron | sample | $ | 1 | $ |
| Lead | sample | $ | 1 | $ |
| Magnesium | sample | $ | 1 | $ |
| Manganese | sample | $ | 1 | $ |
| Nickel | sample | $ | 1 | $ |
| Potassium | sample | $ | 1 | $ |
| Selenium | sample | $ | 1 | $ |
| Silver | sample | $ | 1 | $ |
| Sodium | sample | $ | 1 | $ |
| Thallium | sample | $ | 1 | $ |
| Vanadium | sample | $ | 1 | $ |
| Zinc | sample | $ | 1 | $ |
| | | | **Subtotal c.** | $ |

The total of a, b, and c becomes the proposer's evaluation price; it will be used for evaluation purposes only and does not reflect anticipated work.

Each proposer's total "Proposal Evaluation Price" will be entered into the following formula:

$$35 \times \frac{\text{Evaluation Price of lowest proposal}}{\text{Evaluation Price of proposal being rated}} = \text{Proposal price points}$$

**4.4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)**

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  -the number of certified small entrepreneurships to be utilized
  -the experience and qualifications of the certified small entrepreneurship(s)
  -the anticipated earnings to accrue to the certified small entrepreneurship(s)

**4.5 Clarifications and Oral Presentations**

Written or oral clarifications may be requested for the purpose of enhancing the Department's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Proposers may be requested to make oral presentations of their proposals to enhance the Department understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be those susceptible of receiving an award. These Proposers will be notified by the Department's Financial Service's Division on or before May 18, 2016. Presentations will be made by the selected Proposers on May 25, 2016, at a time assigned by the Department.

If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation using the same evaluation criteria in Section 4.2 except that the cost score will remain unchanged.

### 4.6 Determination of Responsibility

Determination of the Proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. The Department is prohibited from awarding any contract for consulting services for $50,000 or more to any person or firm unless the Department has first determined that such person or firm is responsible according to the standards described in this section. The Department must find that the selected Proposer:

(1) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
   (i) Upon completion of the Evaluation and Ranking Report, the highest rated proposal shall receive further review through preparation of a Financial Statement Analysis of the documentation provided in response to Section 3.3 of the RFP. The Department reserves the right to request additional information to satisfy financial status review requirements.

(2) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; and

(3) is able to comply with the proposed or required time of delivery or performance schedule; and

(4) has a satisfactory record of integrity, judgment, and performance (A Proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and

(5) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the Department to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

### 4.7 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, the Department estimates that the contract will be awarded by approximately June 6, 2016, and will issue a "Notification of Award" letter to the successful Proposer. Unsuccessful Proposers will also be notified of the Department's decision in writing, and may request a post-award debriefing by contacting Sharon Schexnayder at (225) 219-3812, or by e-mail at sharon.schexnayder@la.gov.

### 4.8 Protest of the Solicitation or Award

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

### 4.9 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

# APPENDIX A
# PROPOSAL COVER SHEET

**Project Title**: "Marco/Stevens Sites Interim Correction Action"

**Proposer:** Company Name:_____

Company Address: _____

Are you a certified Veteran or Hudson Initiative small entrepreneurship? (Y/N) ___
If "Yes", is your Veteran / Hudson Initiative certification attached? (Y/N) ___

**Proposer's Contact Person:**

Official Contact Name:_____ Title: _____

Mailing Address: _____

Physical Address (if different): _____

Email Address: _____

Telephone No. ( _____ ) _____ FAX No. (_____) _____

The Proposer designates the above-named person as the person to receive all documents relative to the proposal and contract. Proposer certifies that the above information is true and grants permission to LDEQ to contact the above named person or otherwise verify the information provided.

**Subcontractors (add lines as necessary):**

| Name | Written commitment attached (Y/N) | Veteran/Hudson Initiative* certification attached (Y/N) |
|---|---|---|
| | | |
| | | |
| | | |

***See Section 2.6 of the RFP for more information on what must be submitted with your proposal**

**I hereby certify that:**

1. The information contained in its response to this RFP is accurate.

2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;

3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions and all other administrative requirements set forth in this RFP.

4. This proposal will remain in effect for at least ninety (90) days from the proposal due date.

5. Proposer possesses an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.

6. Proposer will be ready and able to begin work within fifteen (15) days after contract award.

7. Proposer accepts the mandatory Department of Environmental Quality contract provisions (Appendix C).

8. The undersigned is authorized to represent _____ and can commit the organization to all provisions of this proposal.

9. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

10. Proposer certifies, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

| _____ | _____ |
|---|---|
| Signature | Date |

# APPENDIX B
# EXPERIENCE TABLE

**"Marco/Stevens Sites Interim Correction Action" RFP**
**(Enlarge or duplicate table as necessary)**

| Client Name and Address | Contact Person, Telephone Number and email address | Project Title and Contract Number | Dates of Project/ Dollar Amount of Contract | Description of Project |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

# APPENDIX C
# CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2016, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Contactor Name, Contractor Address, Tax ID No. _____ hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as **"Marco/Stevens Sites Interim Corrective Action"** with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from begin date through end date.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 4, Contractor's Proposal and Attachment 1, Statement of Work attached hereto and made a part hereof.

4. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration, Office of State Procurement. and participation in a Commencement Conference to be scheduled by the Department at its offices.

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of $0.00. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices A, B, and C. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of State Procurement. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices A, B and C. Payment shall be made upon completion and approval of each work order as determined by the Project Manager. Progress payments may be made at the discretion of the Department's Project Manager.

The rates for each line in Attachment 2, Schedule of Prices A and B shall include all associated direct costs and indirect costs, etc. as directed in each Schedule of Prices.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. http://www.doa.la.gov/Pages/osp/Travel/travelPolicy.aspx

No payment shall be owed or made for analytical work or data generated by a commercial laboratory as defined in LAC 33:I.4503 that is not accredited by the Louisiana Environmental Laboratory Accreditation Program at the time the work

is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory as defined in LAC 33:I.4503 that does not meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2 at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the Department Project Manager and that meets the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

No payment shall be owed or made for deliverables related to Geographical Information System (GIS) or Global Positioning System (GPS) unless they meet the Department standards as stated in Enclosures 1 and 2.

b. Payment Procedure:

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work 8.0 Measurement and Payment in the steps listed below:

(1) The Contractor should submit an original and one (1) copy of an invoice upon completion of each work order. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.

(2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality
Financial Services Division
Accounts Payable
P.O. Box 4303
Baton Rouge, LA 70821-4303

or submit electronically to DEQAccountsPayable@la.gov

Each invoice must include:

(a) the LaGov number;

(b) the name and address of the Contractor;

(c) the Work Order number and title;

(d) the amount requested per Work Order;

(e) the total amount requested; and

(f) supporting documentation for travel expenses (mileage reports and receipts) and receipts for all actual cost items.

(3) The Contractor shall attach a copy of the Attachment 3, Form A LaVet/SE-HI Report to all requests for payments.

Payments shall be made by the Department within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by the Department's Office of Environmental Compliance/UST and Remediation Division.

6. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Statement of Work as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or

defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the expenses caused by that interference.

10. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Department against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

11. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without the prior written consent of the Department. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

12. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

13. RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

14. TERMINATION FOR CAUSE

The Department may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either

corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

16. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 through 1672.4.

17. ANTIDISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

18. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

19. FORCE MAJEURE

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

20. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

21. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

22. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

23. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1624(A)4, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana except provided for in R.S. 39:1626.

24. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

25. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company officially certifies that there is no conflict or violation of the Louisiana Code of Ethics.

26. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

27. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. **Minimum Scope and Limits of Insurance**

(1) **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company

rating requirement may be waived for workers compensation coverage only.

(2) **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

(4) **Pollution Liability**

Pollution Liability Insurance, including gradual releases as well as sudden and accidental, shall have a minimum limit of not less than $1,000,000.00 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

c. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages

(a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in

Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

(b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.

(2) Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

(a) All policies must be endorsed to require 30 days written notice of cancellation to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Department of policy cancellations or reductions in limits.

(b) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

(c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.

(d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

d. **Acceptability of Insurers**

(1) All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's

rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

(2) If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

e. **Verification of Coverage**

(1) Contractor shall furnish the Department with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal or insurance policy renewal thereafter.

(2) The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303
Attn: LaGov No. _____

(3) In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision for each insurance policy. The Department reserves the right to request complete certified copies of all required insurance policies at any time.

(4) Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Department reserves the right to request copies of subcontractor's Certificates at any time.

g. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

h. **Indemnification/Hold Harmless Agreement**

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

28. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of these businesses go to

https://smallbiz.louisianaforward.com and select the appropriate program and parish using the drop down menu or select the appropriate link to Download Certified Business by Program for a listing all parishes by program.

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

29. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution.

30. LABORATORY ACCREDITATION

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

The Contractor agrees that the Department may at any time during the term of this Contract and without prior notice conduct on-site laboratory audits and/or assessments of any laboratory that performs analytical work or generates data submitted or to be submitted as required by Attachment 1, Statement of Work.

Analytical work shall not be performed by any subcontractor unless written Department approval has been obtained by the Contractor prior to subcontracting any part of the

services specified in Attachment 1. The Contractor shall submit requests for approval, accompanied by information (including but not limited to resumes) of proposed subcontractors to the Project Manager. The Contractor further agrees to guarantee and to require of any subcontractor that all services performed under any subcontract shall comply with all of the terms and conditions of this Contract and with LAC 33:I.5307.D

31. VETERAN-OWNED AND SERVICE-CONNECTED SMALL-ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form A. This form shall be submitted with each invoice. Failure to submit this form will result in payment being withheld.

In accordance with LAC 19:VIII.Chapters 11 and 13 and LAC 19:IX.Chapter 11 and 13, this contract may be terminated if the Department becomes aware that the Contractor has failed to use good-faith efforts to obtain certified LaVet and/or SE-HI participation. The state may impose sanctions on a contractor who fails to make good-faith efforts or on a LaVet and/or SE-HI that was found to be guilty of deception relating to certification. Sanctions may include a suspension from doing business with the state for up to 3 years.

32. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

33. AMENDMENTS

All changes to the contract price or term shall require an amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:** **DEPARTMENT OF ENVIRONMENTAL QUALITY:**

_____ _____

Chuck Carr Brown, Ph.D.
Secretary

_____ _____

Assistant Secretary
Office of Environmental Compliance

**WITNESS:** **CONTRACTOR:**

_____ _____

Company Name

# ENCLOSURE 1
## Louisiana Department of Environmental Quality
## Geographical Information System Standards

Geographical Information System (GIS) is a method for capturing, storing, checking, integrating, manipulating, analyzing and displaying spatially referenced data both digitally (softcopy) and through hardcopy maps. All Section 319 funded projects/activities that have a GIS component must follow GIS guidelines in order to be compatible with and acceptable by the Department. If the applicant involved is not capable of following these guidelines, the proposed GIS project will not be eligible for funding as this may affect the technical competency of the project.

**Acceptable Digital Formats**:

There is a definite need to ensure basic consistency concerning the data entered and used in a GIS. GIS data developed for EPA and the Department must be easily transferable to the Department GIS database, to EPA, and other stakeholders. Therefore all Section 319 funded projects that contain a GIS component shall adhere to EPA and the Department required standards. The following statement will be included in such projects and resultant products shall conform to the statement:

***" All geospatial data created for the Department will be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Digital coverages/products will be delivered as ArcInfo export coverages, ArcView shapefiles, or ArcGIS geodatabase with associated HTML containing metadata."***

The following web sites provide information to assist the project manager in meeting the above requirements:

1. Federal Geographic Data Committee Standards
   http://www.fgdc.gov/standards/standards_publications/index_html

2. National Map Accuracy Standards
   http://egsc.usgs.gov/isb/pubs/factsheets/fs17199.html

3. Tools Available for Metadata Documentation: SMSS Commercial Product
   http://geology.usgs.gov/tools/metadata/

4. Tools Available for Metadata Documentation: ArcView Metadata Collector
   http://www.ngdc.noaa.gov/eds/tds/

**Acceptable Map Projections**:

Various map projections are acceptable for various purposes. All map projections will be in the North American Datum (NAD) 83. Map or digital data set deliverables in a geographic reference system (available as a projection option in ArcInfo and ArcView) are preferred.

1. Geographical Reference System. Units shall be in decimal degrees with additional fields containing degrees, minutes, seconds as following:
   DD MM SS.SS

2. Universal Transverse Mercator. Units shall be in meters and in Zone 15. Activities within Zone 16 shall be re-projected into Zone 15. Additional fields shall include the locations projected to decimal degrees.

3. Albers Conic Equal Area . Units shall be in feet.
   1St standard parallel 29° 32' 30.00";
   2nd standard parallel 32° 18' 30.00";
   Central Meridian -91° 34' 00.00";
   Latitude of projection origin 30° 55' 30";
   Spheroid GRS80; NAD83.

**Acceptable Locational Accuracy:**

Locational information acquired using Global Positioning System (GPS) equipment shall meet the Department Map Accuracy Standards of 3 meters or less.

# ENCLOSURE 2
# LDEQ GPS Accuracy Document

If the geo-referenced information is provided to Louisiana Department of Environmental Quality (LDEQ) with the use of Global Positioning System (GPS) equipment of lesser accuracy than land survey grade, then these standards must be followed. A geo-referenced position or feature collected by GPS must meet LDEQ's GPS accuracy standards of equal to or better than three meters (3m) 2DRMS[1[1]]. All GPS features are collected using differential correction either *real-time* or *post processed.* If available turn on the Log post-processing real time (PPRT) data, this allows GPS positions that were corrected in real-time (RCTM) can be re-processed in the office using post-processing GPS software. It allows for both post-processing of both real-time corrected and uncorrected geo-referenced positions.

The geo-referenced information and QA/QC information must be record in digital format and transmitted to LDEQ. The equipment must be setup with the critical settings (in the data logger) of:

A) **Logging intervals**,
   a) Point feature: The satellite location is logged at one (1) second, and
   b) Line and Area feature**:** The satellite location is logged every five (5) seconds.

B) **Minimum positions logged** (in data logging): To acquire a point feature is:
   a) If Real-time Differential Corrected a position count of 30, which is averaged to get the geo-referenced position, or
   b) If Post-processed Differential corrected a position count of 180, which is averaged to get the geo-referenced position.
   c) Position Filters**: Position Mode [Manual 3D] GPS receiver uses as many satellites as it is capable of using (but at least 4) to compute positions. LDEQ requires the use of 3D mode and 4 or more satellites. If not the GPS receiver ceases computing GPS positions. Elevation Mask: Restrict the GPS receiver to use only those satellites above a certain elevation in the sky by imposing an elevation mask. LDEQ requires an elevation mask of 15°.**

C) **Signal to Noise Ratio Mask**: The quality of a GPS position is degraded if the signal level (SNR) of one or more satellites in the constellation falls below six 6**. LDEQ requires the SNR of 6 or above.** If not the GPS receiver ceases computing GPS positions.

D) **PDOP Mask**: Data collector logs values of PDOP, HDOP, VDOP, and TDOP whenever the PDOP value varies by 0.1 or more provide the PDOP is below the configured PDOP mask (6). This provides a good record of each PDOP situation that occurred throughout a data collection session. Set the upper bound of PDOP value to 6. When the PDOP goes above this value (6) then

[1[1]] Accuracy specifications assume a properly operating device under normally good conditions.

the receiver ceases computing GPS positions. **LDEQ requires a PDOP of 6 or below.**

E) **Coordinate System**: Latitude / Longitude
**Datum**: WGS-1984 World Geodetic System 1984
**Altitude Units**: Meters
**Altitude Reference**: MSL
**Geoid Model**: DMA 10 X 10 (Global)

If survey quality GPS equipment is not being used then log the Quality Assurance/Quality Control (QA/QC) data to provide a degree of quality assurance for the position data collected. All QA/QC information must be collected in order to provide proof of the accuracy of each geo-referenced feature (point, line, and area). These attributes must be turned on in the GPS equipment to collect this data for each feature:

A) **All Feature Types** (Points, lines, areas).

a) PDOP: The maximum PDOP for each feature logged.

b) Correction Status: The type of correction that has been applied to the positions within a feature. I.e.: 3D real-time Differential or 3D Differential.

c) Receiver Manufacture: The receiver manufactures name [i.e. Trimble].

d) Receiver Type: The receiver type of the GPS receiver that collected the GPS positions within a feature [i.e. ProXR].

e) Date Recorded: The date when the feature was collected. Format is "MM/DD/YYYY".

f) Time Recorded: The time of day when the features was collected. Format is "HH:MM:SS" 24 hours

g) Feature Name: The name of the feature.

h) Total Positions: The number of positions collected and averaged to make up the geo-referenced feature.

B) **Points Features**.

a) Height – export the height (elevation) of the geo-referenced feature reference and units as specified in the Coordinate System field (Latitude / Longitude and Meters).

b) Standard Deviation – export the standard deviation of the geo-referenced positions that were averaged to make the exported point feature. Only filtered positions are used to calculate the standard deviation.

c) Horizontal Precision – export the horizontal precision of the averaged position. The exported attribute will be in the distance units specified in the Units field (Meters).

d) Vertical Precision – export the vertical precision of the averaged position of the feature. The exported attribute will be in the distance units (Meters).

C) **Line Features**.

a) Length – The length is computed using a two-dimensional coordinate that is the exported length in the same as if you measured it directly off a map. Length is exported in the units specified in the distance units' field (Meters).

b) Average Horizontal Precision – The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.

c) Average Vertical Precision – export the average vertical precision. The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.

d) Worst Horizontal Precision – The exported attribute will be in the distance units (Meters) and the confidence level specified in the GPS software's units.

e) Worst Vertical Precision – The exported attribute will be in the distance units (Meters) and the confidence level specified in the GPS software's units.

D) **Area Features**.

a) Area – The area is computed using a two-dimensional coordinate, which is the exported area, is the same as if you calculated it from a map. Areas are exported in the units specified in the area units' field (Square Meters).

b) Perimeter – The perimeter is computed using a two-dimensional coordinate, which is the exported perimeter, is the same as if you measured it directly off a map.

c) Average Horizontal Precision - The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.

d) Average Vertical Precision - The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.

e) Worst Horizontal Precision - The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.

f) Worst Vertical Precision - The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.

This geo-referenced information must also meet and be recorded in the Federal Metadata format. Also the geo-referenced information must contain all the QA/QC information needed to prove in a court of law the accuracy of the information. All this information must be provided in a digital format to LDEQ. The LDEQ GIS Center must be contacted to determine what format this information is to be submitted. If the GPS used is Trimble ProXR, ProXRS, or GeoExplorer® then submit the SSF file to the LDEQ GIS Center. If survey grade GPS equipment is used (4000 series) then submit the Trimble Geomatics Office™ data files for CAD or GIS to LDEQ GIS Center. If GPS equipment is to be leased (rented) then Trimble ProXR or ProXRS equipment is to be used and the SSF files to be provided to LDEQ GIS Center. For more information contact the Assistant Director of the GIS Center.

# APPENDIX D

## Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Table

**(see Sections 2.6 and 4.4 of the RFP)**

**"Marco/Stevens Sites Interim Corrective Action" RFP**

**(Enlarge or duplicate table as necessary)**

| Name of Certified Veteran Initiative or Hudson Initiative Small Entrepreneurship Subcontractor | Dollar Value of Subcontract (specific to this project) or Anticipated Earnings to Accrue to the Subcontractor (conveyed as percentage of total project/award) | Years of Experience and Qualifications of Subcontractor (conveyed as number of years of relevant experience) | Description of Work Subcontractor will Perform |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

**ATTACHMENT 1**
**STATEMENT OF WORK**
**"Marco/Stevens Sites Interim Corrective Action"**
**Louisiana Department of Environmental Quality**

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## 1.0 INTRODUCTION

The Louisiana Department of Environmental Quality, hereinafter referred to as "the Department", is committed to protecting public health and the environment in Louisiana by investigating hazardous and non-hazardous waste sites, as well as, inactive and abandoned sites in terms of their risk to human health and the environment. To accomplish this mission, the Department requires the services of an experienced, qualified Contractor to provide interim corrective action. This project will be under the direction of the Underground Storage Tank and Remediation Division (USTRD). The Department assigned Agency Interest (AI) number for Marco of Iota is **4414** and the Agency Interest (AI) number for the Stevens Site is **93464**.

### 1.1 Goal and Objective

The Department's goal is to provide interim corrective action of the Marco of Iota and Stevens Sites which were contaminated by improper disposal of hazardous wastes. The objective is to provide for planning and performing of the interim corrective action and submission of an Interim Corrective Action Report(s).

### 1.2 Background Information

The Marco of Iota Site is located at 2991 Gravot Rd. in Iota, LA. The property is located in Section 28, Township 8 South, and Range 1 West, in Acadia Parish, LA. This site is approximately 5 acres (tracts 1, 2 and 3). The Marco of Iota site was formerly operated as a hazardous waste fuels blending, waste oil recycling and waste packaging facility. The U. S. Environmental Protection Agency (EPA) removed a significant amount of drums, above ground storage tanks (ASTs) and semi-trailers. A comparison of EPA data to Risk Evaluation/Corrective Action Program (RECAP) Screening Option levels indicates RECAP standards have been exceeded. The EPA sampling event of 1990 took samples from as deep as 40 feet. Total Petroleum Hydrocarbon (TPH) contamination was found continuously to the deepest depth of sampling, at 40 feet.

In 2010, the Department contracted a ground penetrating radar (GPR) survey of the Marco of Iota site. A final revised report was submitted on February 16, 2011. This report indicated a southern subsurface anomaly which requires further investigation. This area is approximately 245 feet, east to west and 125 feet north to south. Data signatures in this area are consistent with GPR buried drum/debris readings. Anomalies are found approximately three to seven feet below ground surface (BGS).

The Stevens Site is located south and west of the intersection of Peachtree Road and Melrose Road in Abbeville, LA. The property is described as the northeast corner of Section 36, Township 12 South, and Range 2 East, in the Ninth Ward of Vermillion Parish. This site was formerly operated

as a farm and a waste disposal site. Available evidence indicates that wastes were disposed of by burial in containers (drums).

Electromagnetic (EM) surveys have been performed at this site on July 14 - 24, 2003. These surveys were designed specifically to detect potential buried drums or debris to a depth of up to 15 feet (ft-BGS) and revealed twelve (12) instances of metallic anomalies. EM survey results were confirmed for ten of the twelve anomalies by a ground penetrating RADAR survey (GPR) conducted October 25, 2010.

## 2.0 CONTRACTOR TASKS

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment and transportation) necessary to perform the tasks described in this Statement of Work.

### 2.1 Commencement Conference

A Commencement Conference shall be held between the Contractor's key personnel and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference shall be held at the Department's Headquarters in Baton Rouge, 602 North 5th Street. The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. **Attendance by the Contractor's Project Manager shall be mandatory.**

### 2.2 Interim Corrective Action

The Contractor shall conduct the Interim Corrective Action in accordance with the methods described in the Department's Risk Assessment/Corrective Action Program (RECAP) which can be found at:
http://www.deq.louisiana.gov/portal/DIVISIONS/UndergroundStorageTankandRemediationDivision/RemediationServices/RECAP.aspx.

#### 2.2.1 Site Access, Review of Background Information, and Site Assessment and Reconnaissance.

(1) **Site Access**

The Contractor shall (as directed by the Department):

(a) obtain current Title information for Tract Numbers 10, 11, 15, 16, 17, 18, 23 and the Black Stone Minerals Property to the north of the site.

(b) send Access Agreement letters and obtain signed Access Agreements for tracts 10, 11, 16, 17, 18, and the Black Stone Minerals Property to the north, in the event that property owners have not signed the Access Agreement their property will be excluded from this work;

(c) the Department will provide access to the Marco of Iota site and Tracts 15 and 23 of the Stevens Site;
(d) submit an original and two (2) copies of the Access Agreements, for review and approval by the Department's Project Manager prior to performing any on-site work; and
(e) inform the Department in writing in the event that the owner/operator cannot be located, the Department will provide assistance to the Contractor after notification has been made.

**(2) Review of Background Information**

The Contractor shall:
(a) review the Department's files related to historical activities at the site(s); and
(b) collect site-specific information, as necessary.

**(3) Site Assessment and Reconnaissance**

The Contractor shall:
(a) inspect the sites (the Department's Project Manager must be notified in writing within seven (7) calendar days prior to the inspection); and
(b) interview individuals familiar with the sites if necessary.

**2.2.2 Site Work Plan(s), Sampling and Analysis Plan(s) (SAP), Health and Safety Plan(s) (HSP) and Quality Assurance/Quality Control (QA/QC) Plan(s)**

The Contractor shall prepare the following plans which shall include but shall not be limited to:

(1) Interim Corrective Action Work Plan(s) which shall include, but shall not be limited to:
(a) a detailed description of all methods, materials and equipment required to perform the tasks assigned in the site specific work order;
(b) a description of the qualifications and experience, as well as the function and responsibility of all key personnel, including subcontractors assigned to the site specific work order;
(c) a Sampling and Analysis Plan(s) which shall include, but not be limited to:
i. title page;
ii. site(s) history;
iii. field activities and sampling procedures;
iv. sample rationale and locations;
v. parameters to be analyzed;
vi. field documentation;
vii. decontamination of equipment; and
viii. disposal of investigation derived wastes (IDW).

(2) Health and Safety Plan(s) (Section 5.5); and

(3) Quality Assurance/Quality Control Plan(s) shall be developed to address the requirements in RECAP Sections 2.4 and 2.5.

The Site Work Plan(s), SAP and QA/QC Plan(s) shall be subject to the Department's review and approval. The Contractor shall amend the Site Work Plan(s) based on the Department's comments and resubmit for approval. No fieldwork shall begin on this project until the work plans are approved by the Department.

The plans shall be site specific and shall be submitted separately.

### 2.2.3 Equipment and/or Supplies

The Contractor shall be required to provide equipment and/or supplies as needed to perform services. All equipment and/or supplies must be in good working order whether Contractor-owned or leased. All support equipment and/or supplies necessary to operate and maintain the equipment will be provided by the contractor. All equipment and/or supplies must comply with OSHA requirements. All instrumentation must be in sound working condition and calibrated prior to use.

### 2.2.4 Site Preparation

Following approval of the Site Work Plan(s), the Contractor shall prepare the sites for interim corrective action activities. This task shall include but shall not be limited to:

(1) mowing of grass;
(2) clearing and grubbing of shrubs, brush, small trees [less than three (3) inches in diameter] and other obstructing vegetation;
(3) removal of surface debris in the work area;
(4) cutting/removing of trees greater than three (3) inches in diameter but less than fourteen (14) inches in diameter; and
(5) removing fencing as needed.

The Contractor shall be responsible for off-site or on-site transportation and disposal of all vegetation and debris and shall consult with the Department regarding the disposal method.

### 2.2.5 Mobilization

Following acceptance of the Site Work Plan(s) and issuance of the work order, the Contractor shall mobilize to the sites. The Contractor shall provide all required resources and services (personnel, facilities, materials, supplies, equipment and transportation) necessary for performing the work. Multiple mobilizations may be necessary as directed by the Department. Subsequent mobilizations shall only occur after a Department approved demobilization.

The sites currently have no utilities which might be required by the Contractor for site activities including water, electricity, telephone, fax, and sanitary services. The Contractor shall be responsible for providing these services as necessary.

**The Department's Project Manager must be notified no less than seven (7) calendar days prior to the commencement of any site work.** Site work shall be limited to weekdays only, 8:00 am to 5:00 pm., unless otherwise directed by the Department. No work shall occur on a State holiday.

### 2.2.6 Removal of Waste/Soil Material

The Contractor shall excavate to expose subsurface anomalies while segregating non-impacted overburden. Containerize contaminated soil and debris for later characterization and disposal. Overburden shall be evaluated to determine whether it can be reused as backfill material. Overburden is defined as non-impacted soil as determined by visual inspection, odor, or presence of debris or wastes.

Initial excavation activities at the Marco of Iota Site are expected to be trenches through the one large GPR anomaly present on the southern end of the site. Initial excavations at the Stevens site are expected to involve a number of discrete GPR anomalies.

The Contractor shall:

(1) excavate and stage overburden associated with each anomaly identified in previous GPR surveys; staged overburden may be used to construct berms to minimize storm water collection in the excavation; and

(2) excavate and properly containerize visibly contaminated soils, waste, and debris.

The impacted waste/soil material shall be deposited in roll-off boxes, trucks or other containers as approved by the Department's Project Manager.

### 2.2.7 Confirmatory Sampling

The Contractor shall conduct confirmatory sampling activities necessary to collect, preserve, label, package and deliver samples to be analyzed by a Department accredited laboratory and prepare all documents relevant to sample submission. The Contractor shall provide all sample containers, supplies, chemical preservatives and equipment necessary to conduct sampling as required.

Confirmatory sampling must include four (4) sidewalls and two (2) bottom samples from each excavated area that is 40 feet by 40 feet or less in size. Trenches shall require two (2) sidewall and one (1) bottom sample taken every 40 feet plus one (1) sample at each end. For larger, uneven excavations one sample shall be taken for each 40 feet of sidewall and for each 1600 square feet of bottom area. Quality Assurance/Quality Control Samples (QA/QC) shall also be taken in accordance with RECAP Section 2.4.

The required analytical parameters are as follows:

(1) Volatiles (RECAP Table 1; Exhibit C) per specifications (Method 8260);
(2) Semi-volatiles (RECAP Table 1; Exhibit D) per specifications (Method 8270);
(3) RECAP Metals (RECAP Table 1; Exhibit B);
(4) Volatile Petroleum Hydrocarbon (VPH) Fractions (RECAP Appendix D) (Method MDEP);
(5) Extractable Petroleum Hydrocarbon (EPH) Fractions (RECAP Appendix D) (Method MDEP); and
(6) Polychlorinated Biphenyls (PCBs) (Method 8082).

QA/QC for Sample Set:

(1) Methanol trip blank (for VPH fractions)
(2) Duplicate sample
(3) Trip blank for volatiles
(4) Field blank for volatiles
(5) Matrix spike/matrix spike duplicate (1 sample chosen)
(6) Equipment rinsate if not using dedicated pre-cleaned sampling equipment.

### 2.2.8 Analytical Testing

The Contractor shall be responsible for analyses of the samples collected in Section 2.2.7. The Contractor or subcontractor shall be capable of providing the required analyses and methods listed in Attachment 2, Schedule of Prices B.

The Contractor shall use a laboratory accredited by the Department's Environmental Laboratory Accreditation Program to perform the tests, analyses and methods in Schedule of Prices B. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the 2009 NELAC Standards. Information regarding the Louisiana Environmental Laboratory Accreditation Program (LELAP) can be found at:
http://www.deq.louisiana.gov/portal/DIVISIONS/PublicParticipationandPermitSupport/LouisianaLaboratoryAccreditationProgram.aspx

The Contractor shall promptly notify the Department if laboratory-related problems cause a schedule delay. Additionally, he will notify the Department Project Manager in writing so that he or she can take corrective action as necessary. The Department will not pay for analytical costs associated with laboratory errors.

All laboratory analyses must be accompanied by a summary report. The requirements for the summary report can be found in the Department's Risk Assessment/Corrective Action Program (RECAP) and Exhibit A, Submittal Requirements for Analytical Data.

### 2.2.9 Waste Characterization and Profiling

All characterization and profiling of waste/soil material shall be the responsibility of the Contractor. The Contractor shall act as the Department's agent for generation of the waste and signature of the manifest.

### 2.2.10 Transportation and Disposal of Waste/Soil Materials, Waste Water/Liquids and Investigation Derived Waste (IDW)

The Contractor shall decontaminate his equipment following the decontamination procedures listed in the Contractor's SAP.

The Contractor shall containerize, characterize into a suitable waste stream and dispose of all hazardous and/or non-hazardous waste/soil material and investigation derived waste (IDW) generated from the site work (including waste water/liquids removed from excavations as needed) in accordance with applicable laws, regulations, ordinances and codes.

Water may be managed under the Department's General Discharge permit or managed off-site at a permitted facility. If the General Permit option is selected, the Contractor shall be responsible for analysis and general compliance.

The Contractor shall transport all waste/soil material, waste water/liquids and investigation derived waste intended for off-site disposal to a permitted disposal facility and shall provide all manifest forms and bills of laden to the Department Project Manager. The disposal facility shall be approved by the Department Project Manager. Any damage to the sites caused by his operations and/or equipment shall be repaired by the Contractor.

### 2.2.11 Backfill of Excavated Areas

The Contractor shall:

(1) secure and transport clean fill soil to complement recycled overburden at the site(s);

(2) backfill the excavated areas with non-impacted overburden and/or other suitable clean fill material which will support vegetation; and

(3) compact and grade the soil to eliminate the potential for standing water.

### 2.2.12 Demobilization

Demobilization may be required multiple times during the project as determined necessary and approved by the Department's Project Manager.

The Contractor shall:

(1) remove all unnecessary equipment, supplies, materials, and contractor generated trash from the work area(s) following completion of specific phases/activities at the sites;
(2) dispose of all trash and debris generated from the site work in accordance with applicable laws, regulations, ordinances and codes;
(3) remove all hazardous and/or non-hazardous waste no later than thirty (30) days following completion of specific phases/activities at the sites;
(4) replace fencing or reuse existing fencing material as needed;
(5) secure the site(s) and address any safety issues; and
(6) demobilize from the sites.

Any damage to the sites caused by the Contractor's operations and/or equipment shall be repaired by the Contractor.

**2.2.13 Interim Corrective Action Report(s)**

Following completion of discrete phases of site work and demobilization, as specified in work orders, the Contractor shall submit for the Department's review and approval an Interim Corrective Action Report for each site. The reports shall be site specific and shall be submitted separately.

This report(s) shall include at a minimum:

(1) a detailed description of the site work and procedures used during field activities, any problems encountered and how they were addressed;
(2) a scaled site map identifying areas/media where action has been taken*;
(3) Global Positioning System (GPS) data** which defines the boundaries of each area of excavation;
(4) copies of manifests from disposal facilities;
(5) copies of field documentation and analytical data as appendices;
(6) photographic documentation of field activities; and
(7) comparison of confirmatory sampling results to all applicable RECAP Screening Standards.

*Note: All maps must have a bar scale, legend, north arrow, contour intervals (if contoured), date data was obtained, and map date. All maps, figures, diagrams and cross sections submitted must be legible and unless otherwise approved by the Department, not larger than 11 inches by 17 inches and must be folded to a standard report format (8.5 inches by 11 inches).

**Note: All GPS data must be equal to with accuracy equal to, or better than, three meters (3m) 2DRMS

The Contractor shall provide a written report(s), one (1) original and two (2) copies, and one (1) copy in PDF format for review and approval by the Department's Project Manager. Any and all discrepancies or omissions shall be corrected to the satisfaction of the Department's Project Manager before the report(s) is accepted as complete.

### 2.2.14 Additional Environmental Services

Site specific conditions could necessitate the need for other environmental related services not specifically addressed in this Statement of Work.

If during the course of the work, the Contractor discovers that additional environmental services are needed, the Contractor shall notify the Department immediately in writing before incurring costs. This notification shall include an explanation of anticipated additional environmental services needed and a revised Work Order cost estimate. The Department shall determine the acceptability of additional environmental services and costs and provide written notification to the Contractor before any additional environmental services are performed by the Contractor.

## 3.0 PROJECT SCHEDULE

The project schedule shall be determined on an individual work order basis.

## 4.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide qualified personnel to accomplish the required tasks. Personnel shall have relevant experience in planning and performing site remediation. Education and experience requirements should include, but shall not be limited to:

(1) The Project Manager should have a Bachelor's degree and a minimum of five (5) years of project management experience in site remediation;

(2) The Site Supervisor should have a minimum of three (3) years supervisory experience in site operation; and

(3) Scientists should have at least a Bachelor's degree in any of the science fields and a minimum of three (3) years experience which shall include work related to site remediation, sampling procedures, and/or analytical methodologies.

The Contractor shall name a back-up Project Manager and Site Supervisor to manage and supervise site(s) work at such times as the primary Project Manager and/or Site Supervisor are unavailable due to situations accepted by the Department Project Manager. The back-up Project Manager and/or Site Supervisor shall be familiar with the site(s) and all its operations, and shall be briefed by the primary Project Manager and/or Site Supervisor before assuming responsibilities.

### 4.1 Labor Category Descriptions

| Labor Category Title | Responsibilities |
|---|---|
| Project Manager | management of the project, preparation of work order responses, report preparation, site work as approved, contract administration and other tasks as assigned |

| Labor Category Title | Responsibilities |
|---|---|
| Site Supervisor | act as the Contractor's on-site representative |
| Quality Assurance Manager | review of data to ensure that it is of sufficient quality to meet its intended use |
| Scientist (Chemist, Biologist, Environmental Scientist, etc.) | review and evaluation of analytical data and quality assurance documents and processes, conduct site work as required |
| Technician | provide on-site technical support |
| Laborer | provides non-technical project support as directed by Project Manager/Site Supervisor |
| Equipment Operator | operates heavy equipment |
| CADD Operator/Drafter | prepare technical drawings and plans |
| Professional Land Surveyor | locates, describes, sets, monuments, and maps the boundaries and corners of a parcel of land; may also include mapping of the topography of the parcel and location of sampling locations and wells, or other improvements |
| Administrative/Clerical Support | invoice preparation, other paraprofessional and office duties |

## 5.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned work orders. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but shall not be limited to, the following activities:

(1) Supervision of the Contractor's personnel and subcontractor personnel; scheduling and holding training sessions;

The Contractor shall be the sole point of contact regarding subcontracted services. The Contractor shall submit all deliverables to the Department under this contract. The Department will not accept deliverables directly from subcontractors.

The Contractor shall guarantee the quality and timeliness of work performed by subcontractors. The Contractor shall be responsible for correcting all mistakes, errors, or omissions in the subcontractor's work. The Contractor's responsibility shall be to ensure that all subcontractors have the expertise necessary to perform project tasks and insurance coverage as specified in the contract.

(2) Scheduling and participation in meetings and conference calls; maintaining

communications and coordination with Department personnel, including reporting problems encountered in performing this work, schedule delays, additional costs and/or corrective action relating to sampling activities;

(3) Contract administration (including invoicing, changes to the contract and/or work orders, resolving disputes between the Contractor and the Department, and compliance by the Contractor with all contract clauses and conditions);

(4) Record keeping; and

(5) Preparation and submission of submittals and deliverables.

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal, to represent the Contractor's organization and to manage the project. The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the Department Project Manager informed of the project status through written informal communication.

## 5.1 General Site Management

The Contractor shall be responsible for the protection and safety of all workers, materials, equipment, and other property on the sites against vandals and other unauthorized persons during on-site activities. No claims shall be made against the Department by reason of any act of an employee or trespasser. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor shall be remedied by the Contractor at his expense.

Upon completion of site(s) activities, the Contractor shall remove all equipment, uncontaminated supplies and materials, and non-hazardous contractor generated trash.

## 5.2 Operation of the Contract

In order to monitor contract activities and to ensure accountability, work shall be assigned to the Contractor by the Department through Work Orders issued according to the following procedure:

(1) The Department will issue a written Work Order signed by the Department's Project Manager (or his designated representative) describing the required tasks, deliverables, and due dates. Multiple Work Orders may be in progress at the same time however, the Contractor must, both in reporting and billing, segregate activities and charges on a Work Order basis.

(2) The Contractor shall review the Work Order and submit a written response to the Department within the number of days specified in the Work Order including:
   (a) the name(s) of the individual(s) assigned to the Work Order (only personnel included in the Contractor's accepted proposal shall be eligible); and
   (b) an estimate of the level of effort (the number of units), the tasks to be performed and total estimated cost for completion of the Work Order.

(c) a statement that the Contractor has no conflicts with any companies (including Potentially Responsible Parties (PRPs) and their environmental consultants) named in the Work Order or a statement describing the Contractor's relationships with any companies named in the assigned project.

(3) The Department will review the Contractor's response, request clarification or further information as necessary, negotiate the level of effort proposed as necessary, and determine the acceptability of any identified relationships between the Contractor and any companies named in the Work Order. Acceptance or rejection of the Contractor's response will be provided in writing.

(4) Upon receipt of written acceptance of the cost estimate, the Contractor shall proceed with the tasks as assigned in the Work Order and provide all deliverables to the Department within the established time limits. Any additional work and/or costs not addressed in the Work Order shall be approved by the Department prior to the Contractor performing the work and/or incurring additional costs.

(5) The Department will review completed Work Order deliverables, require revision as necessary, and, upon approval, send to the Contractor written acceptance of the work performed.

### 5.3 Status Reporting

The Contractor shall prepare and submit to the Department's Project Manager a Monthly Status Report(s). The Monthly Status Report(s) shall be provided via electronic mail within one week of the end of the preceding month. The Monthly Status Report(s) shall be site specific and shall be submitted separately. The format of this report may be determined by the Contractor, however, the Department shall reserve the right to require format revisions.

This report shall include the following:

(1) Contractor's name, address, and the name of the Project Manager;

(2) Department LaGov number and project title;

(3) dates of the reporting period;

(4) number and title of the Work Order(s);

(5) a description of all work completed during the preceding month, the status of the work in progress, any problems encountered, the effect of the problems/changes on the due date of deliverables, any environmental problems identified in the field needing further investigation and/or corrective action by the Department and requests of changes in personnel.

## 5.4 Deliverables

The Contractor shall provide one (1) original, two copies, and one (1) copy in PDF format of the following deliverables (as directed by the Department) based on individual work orders. The deliverables shall be site specific and shall be submitted separately. The Department will review the deliverables, provide comments as necessary and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance.

(1) Interim Corrective Action Work Plan(s);

(2) Sampling and Analysis Plan(s);

(3) Quality Assurance/Quality Control Plan(s);

(4) Interim Corrective Action Report(s); and

(5) Additional deliverables as required by work order specifications.

## 5.5 Site Health and Safety Requirements

The Contractor shall be responsible for the health and safety of his employees during the performance of all activities required by this contract. The Contractor shall maintain and comply with a Health and Safety Plan(s) (H&SP) consistent with Section 104(f) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, EPA Order 1440.3, all Occupational Health and Safety Administration requirements, Hazardous Waste Operations and Emergency Response (HAZWOPER) training in accordance with 29 CFR 1910.120, and all applicable federal, state and local laws, regulations, ordinances, and codes used in planning and implementing site health and safety. In the event of conflict between any of these requirements, the more stringent requirement shall be followed.

## 5.6 Project Specific Laws, Regulations and Licenses

The Contractor shall, on his own time and at his own expense, secure all permits, licenses, and certificates that may be required of him by law for the performance of the requirements of the contract.

Project specific laws shall include but shall not be limited to:

(1) The Environmental Regulatory Code, Title 33, Part V, Hazardous Waste and Hazardous Materials; and
(2) Risk Evaluation/Corrective Action Program (Title 33, Part I, Subpart 1, Chapter 13).

License Requirements:

**The Contractor shall possess a Louisiana State Contractors license with a Hazardous Material Classification or one of the following sub-classifications, Hazardous Materials Site Remediation, Hazardous Materials Cleanup and Removal, or Hazardous Waste Treatment or Removal throughout the term of the contract.**

## 6.0 DEPARTMENT RESPONSIBILITIES

As part of its responsibilities under this contract, the Department shall:

(1) provide points of contact for technical and contract activities (Project Manager and Contract Manager);

(2) provide Department materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;

(3) issue Work Orders;

(4) review and accept or negotiate Contractor's responses to Work Orders (including cost estimates); and

(5) review required revisions as necessary, and accept deliverables.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and shall reserve the right to reject deficient work.

## 7.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The Department will monitor the progress and measure the successful performance of the Contractor during the contract by:

(1) monitoring the Contractor's work through site inspections, telephone communication, meetings and review of Status Reports;
(2) ensuring that deliverables are submitted in a timely manner; and
(3) reviewing, requiring correction as necessary, and approving all deliverables and submittals.

## 8.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work and approved work orders in accordance with the rates specified in Attachment 2, Schedules of Prices A, B and C. Payment may be requested by the Contractor upon successful completion of each Work Order and acceptance of the Work Order deliverable by the Department. Progress

payments may be made at the discretion of the Department's Project Manager as individual tasks are completed.

Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment will not entitle him to payment or an increase in contract price.

The Department shall not guarantee performance of the maximum number of units included by the Contractor in his Work Order estimate. Additionally, if during the course of the work, the Contractor discovers that the original cost estimate may be exceeded before the work is completed, the Contractor shall notify the Department immediately in writing before incurring additional costs. This notification shall include an explanation of anticipated additional units and a revised Work Order cost estimate. The Department shall determine the acceptability of additional costs and provide written notification to the Contractor before any costs in excess of the original estimate are incurred.

The Department shall reserve the right to terminate Work Orders or to amend an existing Work Order. The Department will compensate the Contractor for documented work performed on any Work Order prior to written notification of revision or termination.

Invoices shall be site specific and shall be submitted separately.

**Travel Time, Expenses and Mileage**

Travel time, expenses and mileage, as required for individual work orders shall be included on the Contractor's cost estimate. All travel time, expenses and mileage must be approved by the Department prior to incurring any costs.

Travel Time (spent in transit), shall be reimbursed in accordance with Schedule of Prices A and the applicable labor category's hourly rate. The Department will reimburse for no more than eight (8) hours of travel to the site(s) or meeting location(s) and eight (8) hours of travel from the site(s) or meeting location(s) per person.

Travel expenses and mileage, as required for individual work orders, shall be reimbursed in accordance with the State General Travel Regulations PPM-49 upon receipt of required supporting documentation.

Reimbursement for air travel will not be acceptable on a routine basis for this work unless supporting documentation shows that it is the most cost effective means of travel.

## 8.1 Commencement Conference

Payment for the Commencement Conference shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at the Department's Headquarters in Baton Rouge. Payment shall be made for the actual number of hours worked in

accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A. The Department will reimburse the Contractor for a maximum of three (3) Contractor personnel for attendance at the conference. **Attendance by the Contractor's Project Manager shall be mandatory**. Payment will be made by the Department following completion of the conference and submission of the Contractor's invoice.

## 8.2 Interim Corrective Action

Payment for Interim Corrective Action shall include all activities and resources necessary to conduct Interim Corrective Action in accordance with Statement of Work, Section 2.2. Payment shall be made in accordance with Schedules of Prices A, B and C.

### 8.2.1 Site Access, Review of Background Information, and Site Assessment and Reconnaissance

Payment for site access, review of background information, and site assessment and reconnaissance shall be made for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage in Schedule of Prices A.

### 8.2.2 Site Work Plan(s), Sampling and Analysis Plan(s) (SAP), Health and Safety Plan(s) (HSP) and Quality Assurance/Quality Control (QA/QC) Plan(s)

Payment for preparation of plans shall be made for the actual number of hours worked in accordance with the labor category's hourly rate provided in Schedule of Prices A.

### 8.2.3 Equipment and/or Expendable Supplies

Payment for equipment and/or expendable supplies used shall be made, with supporting documentation, in accordance with Schedule of Prices C.

If the equipment is owned by the Contractor, the Department will pay up to the rates in Exhibit E, Louisiana Motor Fuel Trust Fund Cost Control Guidance Document in effect at the time of the site activities.

### 8.2.4 Site Preparation

Payment for site(s) preparation shall be for:

(1) personnel conducting site preparation activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A;

(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C; and

(3) the on-site or off-site transportation and disposal of vegetation and debris, with supporting documentation, in accordance with Schedule of Prices C.

### 8.2.5 Mobilization

Payment for mobilization to each site shall be for:

(1) personnel conducting mobilization activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A and;

(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C.

Multiple mobilizations may be necessary as directed by the Department. Subsequent mobilizations shall only occur after a Department approved demobilization.

### 8.2.6 Removal of Waste/Soil Material

Payment for removal of waste/soil material shall be for:

(1) personnel conducting removal of waste/soil material activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A and;

(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C.

### 8.2.7 Confirmatory Sampling

Payment for confirmatory sampling shall be made for personnel conducting confirmatory sampling activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A. The unit rate shall include all materials described in Section 2.2.7.

### 8.2.8. Analytical Testing

Payment for analytical testing shall be made for the actual number of samples analyzed in accordance with Schedule of Prices B. The per sample rate(s) shall be based on thirty (30) day turnaround time for results and summary data packages. All analyses must be performed within the specified holding times.

The Department shall not guarantee that a specific number of samples will be analyzed; only the quantities authorized by the Department will be paid for in accordance with the site specific work order.

### 8.2.9 Waste Characterization and Profiling

Payment for waste characterization and profiling shall be made for the actual number of samples analyzed, in accordance with Schedule of Prices B, as applicable, or at actual costs with supporting documentation from the laboratory and/or disposal facility.

### 8.2.10 Transportation and Disposal of Waste/Soil Materials, Waste Water/Liquids and Investigation Derived Waste (IDW)

Payment for transportation and disposal of waste/soil materials, waste water/liquids and investigation derived waste (IDW) shall be made for:

(1) personnel conducting transportation and disposal activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A;

(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C; and

(3) the transportation and disposal of waste/soil materials, waste water/liquids and IDW, with supporting documentation from the transporter, disposal facility, and other disposal related costs in accordance with Schedule of Prices C.

Due to the complexity of disposal parameters on which the disposal price is based (such as the number and types of constituents, as well as concentration levels), the Department considers cost reimbursement for disposal to be the most advantageous method and to be in the best interest of the State.

Water shall be managed under a Department General Discharge Permit or sent off-site for treatment and disposal as required.

The disposal facility must be permitted and approved by the Department prior to the Contractor disposing of the waste.

### 8.2.11 Backfill of Excavated Areas

Payment for backfill activities shall be for:

(1) securing and transporting clean fill soil to complement recycled overburden at the site(s) in accordance with Schedule of Prices C;

(2) backfilling the excavated areas with non-impacted overburden and/or other suitable clean fill material which will support vegetation for:

  (a) personnel conducting backfill activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A;

  (b) the equipment and/or expendable supplies used. with supporting documentation, in accordance with Schedule of Prices C; and

(3) compacting and grading the soil to eliminate the potential for standing water for: personnel conducting compacting and grading activities for:

  (a) personnel conducting compacting and grading activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A;

  (b) the equipment and/or expendable supplies, used with supporting documentation, in accordance with Schedule of Prices C.

### 8.2.12 Demobilization

Payment for demobilization from each site shall be for:

(1) personnel conducting demobilization activities for the actual number of hours worked in accordance with the labor category's hourly rate, travel time, expenses and mileage provided in Schedule of Prices A and;

(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C.

Demobilization shall only occur after Department approval.

### 8.2.13 Interim Corrective Action Report(s)

Payment for the Interim Corrective Action Report(s) shall be made for the actual number of hours worked in accordance with the labor category's hourly rate provided in Schedule of Prices A.

### 8.2.14 Additional Environmental Services

Payment for additional environmental services shall be made for:

(1) personnel procuring additional environmental services for the actual number of hours worked in accordance with the labor category hourly rate, travel time, expenses and mileage provided in Schedule of Prices A; and

(2) the additional environmental services, with supporting documentation, in accordance with Schedule of Prices C.

## 8.3 Preparation of Work Order Responses (Section 5.2, Operation of the Contract)

Payment for preparation of work order responses shall be made in accordance with the labor category's hourly rate provided in Schedule of Prices A.

The Contractor shall not incur travel time, expenses and mileage for preparation of work order response without prior written approval from the Department Project Manager.

Upon receipt of the Department's written acceptance of the work, the Contractor may submit an invoice according to the procedure defined in the contract.

# Exhibit A
# Submittal Requirements for Analytical Data

The Contractor must be capable of producing a summary report to meet the requirements of this scope of services. Refer to the LDEQ public web page for LDEQ's Electronic Data Deliverable (EDD) Submittal Requirements Manual and List of Valid Values: www.deq.louisiana.gov/portal/tabid/2839/default.aspx.

Criteria for rejection of deliverables include, but are not limited to:

- Not meeting holding time
- Contractor using incorrect method
- Contractor QC not according to method
- Contractor QC not acceptable
- Improper reporting (including no EDD)
- Incorrect EDDs

Failure to meet the deliverable criteria may result in penalties assessed to the Contractor. These penalties may include reimbursement/non-payment for analytical work.

The Department will review the report, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance. Upon completion of the contract, the Contractor shall return all materials provided by the Department for use during this contract.

**Data Package**

The Contractor shall have the capability of producing summary reports as directed by LDEQ. The summary report does not require attaching raw data.

The narrative of the summary report must address any issues with chain-of-custody, preservation, condition of the sample upon receipt by laboratory personnel, unacceptable QA/QC, and any other notable concerns or issues with the sample and its analytical results.

Preparation methods, as well as any clean up procedures must be identified in the final report.

When revisions/corrections are requested, the narrative must be revised to describe the reason for change.

**Summary Reports**

Summary reports must include at a minimum all requirements of LAC 33:I:5313 for reporting. Copies of the chain of custodies must also be included. The data deliverable package shall be one complete document, paginated, with reproduction quality such that all pages are legible. The EDD shall be checked with the EDP and free of errors. The report must include the laboratory certification number, the date of report preparation, a cross-reference between the LDEQ sample identifications and the laboratory identifications. The report must define any data qualifiers contained in the analytical results. Associated QC data must be included in the analytical report and the EDD.

# Exhibit B

| RECAP Metals and Cyanide |
|---|
| Arsenic |
| Barium |
| Cadmium |
| Chromium |
| Chromium, hexavalent |
| Cobalt |
| Copper |
| Cyanide |
| Lead |
| Mercury |
| Selenium |
| Silver |
| Thallium |
| Vanadium |
| Zinc |

# Exhibit C

| RECAP Volatiles | |
|---|---|
| Acetone | Dichloropropane,1,2- |
| Benzene | Dichloropropene,1,3- |
| Bromodichloromethane | Ethyl benzene |
| Bromoform | Hexachloroethane |
| Bromomethane | Isobutyl alcohol |
| Carbon Disulfide | Methyl ethyl ketone |
| Carbon Tetrachloride | Methyl isobutyl ketone |
| Chlorobenzene | Methylene chloride |
| Chlorodibromomethane | MTBE (methyl tert-butyl ether) |
| Chloroethane (Ethylchloride) | Naphthalene |
| Chloroform | Styrene |
| Chloromethane | Tetrachloroethane,1,1,1,2- |
| Chloronaphthalene,2- | Tetrachloroethane,1,1,2,2- |
| Chlorophenol,2- | Tetrachloroethylene |
| Dichlorobenzene,1,2- | Toluene |
| Dichlorobenzene,1,3- | Trichloroethane,1,1,1- |
| Dichlorobenzene,1,4- | Trichloroethane,1,1,2- |
| Dichloroethane,1,1- | Trichloroethene |
| Dichloroethane,1,2- | Trichlorofluoromethane |
| Dichloroethene,1,1- | Vinyl chloride |
| Dichloroethene,cis,1,2- | Xylene (mixed) |
| Dichloroethene,trans,1,2- | |

# Exhibit D

| RECAP Semi-Volatiles | |
|---|---|
| Acnaphthylene | Di-n-oclylphthalate |
| Aniline | Fluoranthene |
| Anthracene | Fluorene |
| Benz(a)anthracene | Hexachlorobenzene |
| Benzo(a)pyrene | Hexachlorobutadiene |
| Benzo(b)fluoranthene | Hexachlorocyclopentadiene |
| Benzo(k)fluoranlhene | lndeno(l,2,3-cd)pyrene |
| Biphenyl,1,1- | lsophorone |
| Bis(2-chloroethyl)ether | Methylnaphthalene.2- |
| Bis(2-chloroisoproopyI)ether | Nitroaniline,2- |
| Bis(2-ehyl-hexyl)phthalate | Nitroaniline,3- |
| Bulyl benzyl phthalate | Nitroaniline,4- |
| Chlomaniline, p- | Nitrobenzene |
| Chrysene | Nitrophenol,4- |
| Dibenz(a,h)anthracene | Nitrosodi-n-propylamine,n- |
| Dibenzofuran | N-nitrosodiphenylamine |
| Dibromo-3-chloropropane.1.2- | Pentachlorophenol |
| Dichlorobenzidine,3,3- | Phenanthrene |
| Dichlorophenol,2,4- | Phenol |
| Diethylphthalate | Pyrene |
| Dimethylphenol,2,4- | Tetrachlorobenzene,1,2,4,5- |
| Dimethylphthalate | Tetrachlorophenol,2,3,4,6- |
| Dinitrobenzene,1,3- | Trichlorobenzene,1,2,4- |
| Dinitrophenol,2,4 | Trichlorophenol,2,4,5- |
| Dinitrotoluene,2,4- | Trichlorophenol,2,4,6- |

# Exhibit E
## TABLE 2

**RENTAL RATES FOR CONTRACTOR OWNED EQUIPMENT**
(Non-unit price activities only)

In-house rental rates for major equipment not addressed in this table must be approved by the Trust Fund Management Section. Weekly rate goes into effect when equipment is used at a site for more than three days in a week. A week is Monday – Sunday. All prices include maintenance expenses. Prices do not include fuel costs.

*Denotes equipment items that each Response Action Contractor is expected to own. The Trust Fund will only reimburse the rental rate pro-rated for time. No markup will be reimbursed on these items even if the equipment must be rented from an outside source.

The Trust Fund will not reimburse for damage waivers in any form on any rental equipment item.

| EQUIPMENT | SHORT-TERM RATE | | |
|---|---|---|---|
| | HOURLY | DAILY | WEEKLY |
| AIR COMPRESSOR - 100 cfm to 249 cfm | $6.25 | $50.00 | $150.00 |
| AIR COMPRESSOR - 250 cfm to 375 cfm | $9.38 | $75.00 | $225.00 |
| BACKHOE (UP TO 36” BUCKET) | $34.37 | $275.00 | $825.00 |
| BACKHOE (Including and OVER 36” BUCKET) | $44.17 | $353.38 | $1,060.13 |
| BOBCAT/SKID STEER LOADER/FRONT-END LOADER w/ BREAKER | $22.50 | $180.00 | $540.00 |
| BULLDOZER | $81.88 | $655.00 | $1,965.00 |
| COMBUSTIBLE GAS INDICATOR | $3.75 | $30.00 | $90.00 |
| COMPACTOR | $28.13 | $225.00 | $675.00 |
| CONCRETE CORE DRILL | $6.75 | $54.00 | $162.00 |
| CRANE TRUCK | $45.00 | $360.00 | $1,080.00 |
| DATA LOGGER | $18.75 | $150.00 | $450.00 |
| DIGITAL MANOMETER | $1.88 | $15.00 | $45.00 |
| DISSOLVED OXYGEN METER | $3.13 | $25.00 | $75.00 |
| DUMP TRUCK (7-10 YARDS) | $30.00 | If not bid out - the Trust Fund will reimburse dumps trucks at an hourly rate, provided trucks are filled to their allowable capacity. | |
| DUMP TRUCK (11-20 YARDS) | $40.00 | | |
| DUMP TRUCK (OVER 20 YARDS) | $50.00 | | |
| ELECTRIC GENERATOR | $6.25 | $50.00 | $150.00 |

# TABLE 2 (CONTINUED)

| RENTAL RATES FOR CONTRACTOR OWNED EQUIPMENT (Non-unit price activities only) | | | |
|---|---|---|---|
| **EQUIPMENT** | **HOURLY** | **DAILY** | **WEEKLY** |
| EXCAVATORS | $75.00 | $600.00 | $1,800.00 |
| EXPLOSIMETER * | $3.75 | $30.00 | $90.00 |
| GAS DETECTOR * | $3.13 | $25.00 | $75.00 |
| GOOSENECK TRAILER | $12.50 | $100.00 | $300.00 |
| HYDROCARBON ANALYZER (FID, PID, HNU, OVA, TVA, ETC. * | $9.38 | $75.00 | $225.00 |
| JACKHAMMER | $3.75 | $30.00 | $90.00 |
| LOWBOY TRAILER (INCLUDES TRUCK) | $22.50 | $180.00 | $540.00 |
| OIL/WATER INTERFACE PROBE * | $4.38 | $35.00 | $105.00 |
| pH CONDUCTIVITY METER * | $3.13 | $25.00 | $75.00 |
| PORTABLE GAS CHROMATOGRAPHY | $18.75 | $150.00 | $450.00 |
| PUMPS (when not used in conjunction with a system) | $3.75 | $30.00 | $90.00 |
| TEMPERATURE PROBE * | $1.88 | $15.00 | $45.00 |
| THERMAL ANEMOMETER * | $1.88 | $15.00 | $45.00 |
| TILLER (HAND) | $3.13 | $25.00 | $75.00 |
| TILLER (ROTARY w/ SLIP CLUTCH) | $9.38 | $75.00 | $225.00 |
| TRACKHOE (UP TO & INCLUDING 200 HP) | $63.75 | $510.00 | $1,530.00 |
| TRACKHOE (OVER 200 HP) | $127.50 | $1,020.00 | $3,060.00 |
| TRACTOR WITH TRAILER, FRONT END LOADER & BOX BLADE OR HITCH | $31.88 | $255.00 | $765.00 |
| TRANSDUCER | $25.00 | $200.00 | $600.00 |
| SOIL/WATER HOLDING CONTAINER (Skid or RAC tank) | $8.13 | $65.00 | $280.00 |
| VACUUM TRUCK(Bobtail) – 39 HP and below | $85.00 | $680.00 | $2,040.00 |
| VACUUM TRUCK – 40 HP to 150 HP | $110.00 | $880.00 | $2,640.00 |
| VACUUM TRUCK - over 150 HP | $153.75 | $1,230.00 | $3,690.00 |
| WATER LEVEL INDICATOR * | $1.88 | $15.00 | $45.00 |

**RFP No. 3000005258**

# ATTACHMENT 2
# SCHEDULE OF PRICES A
# LABOR CATEGORIES

**"Marco/Stevens Sites Interim Corrective Action"**
**Louisiana Department of Environmental Quality**

| Labor Category[1] | Payment Unit | Unit Rate[2,3] |
|---|---|---|
| Project Manager | Hour | |
| Site Supervisor | Hour | |
| Quality Assurance Manager | Hour | |
| Scientist (Chemist, Biologist, Environmental Scientist, etc.) | Hour | |
| Technician | Hour | |
| Laborer | Hour | |
| Equipment Operator | Hour | |
| Computer Aided Design (CAD) Operator | Hour | |
| Professional Land Surveyor | **Actual Cost** | |
| Administrative/Clerical Support | Hour | |
| Travel Expenses | **In Accordance with PPM 49** | |

[1] Labor category descriptions (Statement of Work, Section 4.1). Work activities may be performed by an approved subcontractor, as approved by the Department Project Manager, in accordance with the rate provided above.

[2] Rates shall include all associated direct costs (labor, PPE, non-expendable and office supplies, incidentals and expendables, duplication/copying, communications, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) and profit.

[3] Each labor category's hourly rate shall be applied to all individuals who perform the function of that category. Work performed by individuals with dual assignments shall be billed according to the hourly rate provided for the type of work performed, not the individual's customary rate.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. http://www.doa.la.gov/Pages/osp/Travel/Index.aspx

***ALL BLANKS MUST BE COMPLETED**

**RFP No. 3000005258**

**ATTACHMENT 2**
**SCHEDULE OF PRICES B**
**ANALYTICAL TESTING**

**"Marco/Stevens Sites Interim Corrective Action"**
**Louisiana Department of Environmental Quality**

| Analysis | Method | Payment Unit | Unit Rate |
|---|---|---|---|
| **Part 1 - Common Tests** | | | |
| Closed-System Purge and Trap and Extraction for Volatile Organics in Soil and Waste Samples (shall include samplers, vials and other supplies for volatiles/VPH); shall include costs for vial disposal for Closed System Purge and Trap | SW-846 Method 5035 | sample (Terracore or equivalent; or EnCore or equivalent) | |
| Volatiles (RECAP Table 1; Exhibit C) | SW-846 Method 8260 | sample | |
| Volatile Petroleum Hydrocarbons (VPH) | Massachusetts Department of Environmental Protection Method | sample | |
| Extractable Petroleum Hydrocarbons (EPH) | Massachusetts Department of Environmental Protection Method | sample | |
| Semi-volatiles (RECAP Table 1; Exhibit D) | SW-846 Method 8270 | sample | |
| Glycols | SW-846 Method 8015B | sample | |
| Toxicity Characteristic Leaching Procedure (TCLP) Extraction | SW-846 Method 1311 | sample | |
| RECAP Metals (RECAP Table 1; Exhibit B) | 6020 | sample | |
| Polychlorinated Biphenyls (PCBs) | SW-846 Method 8082 | sample | |
| **Part 2 - Other Parameters** | | | |
| Asbestos from Bulk Samples | EPA 600/R-93/116 | sample | |
| Oil and Grease in water | EPA 1664 | sample | |

**ATTACHMENT 2**
**SCHEDULE OF PRICES B**
**ANALYTICAL TESTING**

**"Marco/Stevens Sites Interim Corrective Action"**
**Louisiana Department of Environmental Quality**

| Analysis | Method | Payment Unit | Unit Rate |
|---|---|---|---|
| Total Dissolved Solids in water | Method 2540C, Standard Methods for the Examination of Water and Wastewater, 21st or most recent edition | sample | |
| Ignitibility | SW-846 Method 1010 | sample | |
| | SW-846 Method 1020 | sample | |
| | SW-846 Method 1030 | sample | |
| Reactivity (Cyanide and Sulfide) | SW-846, Update III, Chapter 7 | sample | |
| Corrosivity | SW-846 Method 9040 | sample | |
| | SW-846 Method 9045 | sample | |
| | SW-846 Method 1110 | sample | |
| Synthetic Precipitation Leaching procedure (SPLP) Extraction | SW-846 Method 1312 | sample | |
| Chromium VI (hexavalent chromium) | SW-846 Method 7196 | sample | |
| | Method 7199 | sample | |
| | Standard Methods 3500 Cr D | sample | |
| Mercury | SW-846 Method 7470/7471 | sample | |
| | EPA 245.1 | sample | |
| | EPA 245.2 | sample | |
| | SM 3112 | sample | |
| | Method 1631 | sample | |
| pH | Appropriate Method | sample | |
| Cyanide | SW-846 Method 9012 | sample | |
| Aluminum | 6020 | sample | |
| Antimony | 6020 | sample | |
| Arsenic | 6020 | sample | |
| Barium | 6020 | sample | |
| Beryllium | 6020 | sample | |
| Cadmium | 6020 | sample | |

**ATTACHMENT 2**
**SCHEDULE OF PRICES B**
**ANALYTICAL TESTING**

**"Marco/Stevens Sites Interim Corrective Action"**
**Louisiana Department of Environmental Quality**

| Analysis | Method | Payment Unit | Unit Rate |
|---|---|---|---|
| Calcium | 6020 | sample | |
| Chromium | 6020 | sample | |
| Cobalt | 6020 | sample | |
| Copper | 6020 | sample | |
| Iron | 6020 | sample | |
| Lead | 6020 | sample | |
| Magnesium | 6020 | sample | |
| Manganese | 6020 | sample | |
| Nickel | 6020 | sample | |
| Potassium | 6020 | sample | |
| Selenium | 6020 | sample | |
| Silver | 6020 | sample | |
| Sodium | 6020 | sample | |
| Thallium | 6020 | sample | |
| Vanadium | 6020 | sample | |
| Zinc | 6020 | sample | |
| **OTHER ANALYTICAL TESTS** | | **ACTUAL COSTS** | |

***ALL BLANKS MUST BE COMPLETED.**

*If the matrix is not specified, the unit rate will apply to both water and sediment/soil. All sample preparation, extraction, digestion, distillation, clean up, etc. shall be included in the analytical prices; separate payments will not be made for these procedures.

*An EPA approved method shall be used in all instances unless otherwise approved by the Department. If an alternative method is necessary, the Department will issue written approval prior to the alternative method being used.

*Unit Rates shall include all associated direct costs (laboratory personnel, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with laboratory pick up and delivery of samples and profit.

# ATTACHMENT 2
# SCHEDULE OF PRICES C
# TRANSPORTATION, DISPOSAL, BACKFILL ACTIVITIES, EQUIPMENT/EXPENDABLE SUPPLIES, AND ADDITIONAL ENVIRONMENTAL SERVICES

**"Marco/Stevens Sites Interim Corrective Action"**
**Louisiana Department of Environmental Quality**

| Task | Payment Unit |
|---|---|
| **Transportation and Disposal** | |
| Transportation and Disposal of Vegetation and Debris | **Actual Cost** |
| Transportation and Disposal of Waste/Soil Materials, Waste Water/Liquids and Investigation Derived Waste | |
| Transportation/Disposal/Storage Containers | |
| **Backfill Activities** | |
| Supply and Transport Clean Fill Soil | **Actual Cost** |
| **Equipment and/or Expendable Supplies** | |
| * Equipment | **Actual Cost** |
| Expendable Supplies | |
| **Additional Environmental Services** | |
| Additional Environmental Services | **Actual Cost** |
| * If the equipment is owned by the Contractor, the Department will pay up to the rates in the Louisiana Motor Fuel Trust Fund Cost Control Guidance Document in effect at the time of the site activities (Exhibit E). | |

LaGov No._____

**ATTACHMENT 3**
**Form A**

**Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship (LaVet) and Hudson Initiative small entrepreneurship (SE-HI) Procurement Invoice Reporting**

Contractor: _____

Project Title: "_____"

Reporting Period: _____

| Procurement Made By: (check appropriate box) | | Name (If Subcontractor) | Business Enterprise: (check appropriate box) | | Dollar Value of Procurement | LED Certification Number of Contractor or Subcontractor |
|---|---|---|---|---|---|---|
| Contractor | Subcontractor | | LaVet | SE | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

A good faith effort has been made to obtain LaVet and/or SE-HI vendor participation:

_____ _____
Signature Date