

REQUEST FOR PROPOSALS

**“Removal Actions, Remedial Actions, and Support Services for the
Remediation Division”**

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 3000012047

Proposal Due Date/Time: March 8, 2019/3:00 p.m. CST

Issue Date: February 6, 2019

REQUEST FOR PROPOSALS

“Removal Actions, Remedial Actions, and Support Services for the Remediation Division”
Louisiana Department of Environmental Quality

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REQUEST FOR PROPOSALS

“Removal Actions, Remedial Actions, and Support Services for the Remediation Division” Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing removal actions, remedial actions, and support services. The goals are to provide removal actions, remedial actions, and support services for solid and/or hazardous waste sites and hazardous substance sites, and to provide for proper disposal of wastes that pose a threat to human health or the environment. The Department invites all qualified parties (companies and individuals) to submit proposals for providing these services. Only one contract will be awarded.

1.2 Term of Contract

The term of the contract resulting from this RFP shall begin on or about July 1, 2019 and is anticipated to end on June 30, 2022.

1.3 Compensation

Compensation for contract services will be based on the Schedule of Prices A, B, C, and D (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, C, and D. This contract and any amendments require the approval of the Division of Administration, Office of State Procurement.

1.4 Definitions

Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

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

CST – Central Standard Time

Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP

DOA - Division of Administration

Former Public Employee – Denotes an individual who has been employed by a government entity within the past two years

OSP – Office of State Procurement

Proposer – A firm or individual who responds to this RFP

RFP – Request for Proposals

Shall, Will, Must - Denotes a mandatory requirement

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

State - The State of Louisiana

The Department – Louisiana Department of Environmental Quality

1.5 Schedule of Events

Event	Date	CST
RFP Advertised in newspapers and posted to LaPAC	February 6, 2019	
Deadline for receipt of written inquiries	February 18, 2019	3:00 p.m.
Deadline to answer written inquiries	February 26, 2019	
Deadline for receipt of proposals	March 8, 2019	3:00 p.m.
Notification of Oral Presentation to Proposers (if required)	March 21, 2019	
Oral presentations by Proposers (if required)	March 28, 2019	
Notice of Intent to Award announcement and 14-day protest period beginning on or about	May 7, 2019	
Contract execution on or about	July 1, 2019	

NOTE: The Department reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.6 Proposal Clarifications Prior to Submittal

1.6.1 Pre-Proposal Conference/Mandatory Site Visit

NOT REQUIRED FOR THIS RFP

1.6.2 Proposers Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP coordinator listed below:

Robyn Geddes
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@la.gov

Questions will also be accepted via facsimile at (225) 219-3868.

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

The Department will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 3:00 pm CST on the date specified in the Schedule of Events. **Do not contact other Department personnel with questions regarding this RFP.** The Department shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Only Robyn Geddes, 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.

Official responses to all questions by potential Proposers will be posted to LaPAC at <https://wwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and on the Department's website at <http://deq.louisiana.gov/page/request-for-proposals>. Responses will be posted on or before the date specified in the RFP Schedule of Events. 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.

1.6.3 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 Proposers Inquiries 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.

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified below. The proposal must be received in hard copy (printed) version by the RFP Coordinator identified in Section 1.6.2 of the RFP on or before 3:00 pm CST on the date specified in the Schedule of Events. Facsimile or e-mail

submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The U.S. Postal Services does not deliver mail directly to the Department's headquarters at the address below. 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. The Department will not acknowledge by mail or telephone timely receipt of proposals.

The proposal package must be delivered at the Proposer's expense to:

Robyn Geddes, Financial Services Division
Louisiana Department of Environmental Quality
Galvez Building
602 N. Fifth Street
Baton Rouge, Louisiana 70802
(225) 219-3812

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. **Proposals received after the deadline will not be considered.**

1.8 Number of Copies of Technical & Financial Proposals

The Department requests the following:

- One (1) original (clearly marked "Original") and four (4) numbered copies of the **technical proposal**, Volume I. All should be clearly marked "technical proposal".
- One (1) original of the **financial information proposal**, Volume II. See Section 3.3 of this RFP.

The original 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 the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.9 Errors and Omissions in Proposal

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.10 Changes or Addenda

The Department shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and <http://deq.louisiana.gov/page/request-for-proposals>. It shall be the responsibility of the Proposer to check the website for addenda to the RFP, if any.

1.11 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in Section 1.6.2 of the RFP.

1.12 Waiver of Administrative Informalities

The Department shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.13 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the Department to award a contract. The Department shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the Department's best interest.

1.14 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the Department. Selection or rejection of a proposal shall not affect this right. Proposals received in response to this RFP are subject to the Louisiana Public Records Law, La. R.S. 44:1, become the property of the Department, and will not be returned.

1.15 Cost of Offer Preparation

The Department shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the Department.

1.16 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with La. R.S. 39:1624(A) (10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State

Procurement. The prospective Contractor shall attest to its current and/or prospective compliance by signing the Appendix A, Proposal Cover Sheet/Certification Statement, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.17 Proposal Preparation

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

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. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues. (See Appendix C, Sample Contract, Article 24).

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 25. 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 Veteran and Hudson Initiative Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (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.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://www.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/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, 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.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.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.

2.5 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 5915¹. 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 National Environmental Laboratory Accreditation Conference (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 and all laboratories proposed to be used by the Contractor must be provided and approved by the Department before work begins.¹

2.6 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to

¹ See LAC 33:I.5911 for acceptance of accreditation from another NELAP accrediting authority.

accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

Proposals submitted in response to this RFP should include as much detail as practicable 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/Certification Statement

Each Proposer must complete and sign Appendix A, Proposal Cover Sheet/Certification Statement. **Proposals lacking a signed cover sheet/certification statement shall be rejected.**

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, 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 project personnel, other project personnel and key subcontractor personnel** proposed to work on this project as identified in Attachment 1, SOW, Section 4.0, Minimum Qualifications of the Contractor's Personnel. Show the lines of authority and lines of communication among all participants, points of contact for the Department, and any subcontractor relationships. The organizational chart should be accompanied by a narrative identifying the functions and responsibilities of each position identified 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.

For **all key project personnel** designated in the project-specific organization chart (provided under Section 3.2.3, Item 1b. above, the Proposer should describe their qualifications and experience. The Proposer should include résumés for **key project**

personnel only showing each assigned individual's education, certifications, registrations, accomplishments, and experience.

3.2.5 Company Qualifications and Experience

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 and/or remedial actions, as well as support services. Both government and privately-sponsored work may be included. Experience gained through previous or current 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 may 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 Use of Subcontractors

The Department shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into

subcontractor arrangements, however, Proposers shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer should identify the subcontractor(s) on Appendix A, Proposal Cover Sheet/Certification Statement. 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.

The prime Contractor shall be the single point of contact for all subcontract work. Unless provided for in the contract with the Department, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.

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 2.4 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 RFP Coordinator identified in Section 1.6.2 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.

3.2.8. Former Public Employees

The Proposer should disclose whether any key personnel or subcontractors are former public employees. Proposer should include the names, dates of employment, and government entity.

3.3 Financial Information (Volume II)

Financial information is used for determination of responsibility (See Section 4.7), 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 Certified Public Accountant (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 ten (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 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with La R.S. 30:2030, Louisiana Public Records Act, La. R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. 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 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration. Any proposal that does not provide the following mandatory items shall be rejected by the Department and shall not be evaluated by the Selection Committee:

- (1) An original signed Proposal Cover Sheet/Certification Statement (Part III, Section 3.2.1); and
- (2) A Schedule of Prices (Part III, Section 3.2.7)

4.2 Evaluation and Selection Process

A Selection Committee composed of Department personnel will evaluate and rank the proposals according to the criteria listed in Section 4.3. 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 Selection Committee may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

The scores will be compiled and 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.

4.3 Evaluation Criteria

The Selection Committee will evaluate and score the proposals using the criteria and scoring as follows:

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).	17
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).	18
3. Qualifications and relevant experience of the Proposer in planning and performing removal and/or remedial actions, as well as support services (Part III, Sections 3.2.5 and 3.2.6).	18
4. Price (Part III, Section 3.2.7).	35
5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 2.4 and 4.5) (Up to 10 points reserved for Hudson-certified vendors; up to 12 points reserved for Veteran-certified vendors; if no Veteran-certified vendors propose, the additional 2 Veterans points are not awarded.)	12
TOTAL SCORE	100

Proposer must receive a minimum score of 26.5 points, (50%) of the total available points in the technical categories, in Criteria 1, 2, and 3 to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further evaluation for Criteria 4 and 5.**

The scores for all five (5) criteria will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for tentative selection.

4.4 Price Evaluation Calculation

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

(A) Adding all rates after weighting in Schedule of Prices A, Labor Categories, as follows:

Labor Category	Unit	Unit Rate	Weighting	Total
Project Manager	Hour	\$	4	
Site Supervisor	Hour	\$	3	
Quality Assurance Manager	Hour	\$	1	

Scientist (Chemist, Biologist, Environmental Scientist, etc.)	Hour	\$	3	
Louisiana Licensed Geologist/Geoscientist	Hour	\$	3	
Louisiana Licensed Professional Engineer	Hour	\$	3	
Technician	Hour	\$	3	
Equipment Operator	Hour	\$	3	
Louisiana Licensed Electrician	Hour	\$	2	
Louisiana Licensed Plumber	Hour	\$	2	
Computer Aided Design (CAD) Operator	Hour	\$	1	
Administrative/Clerical Support	Hour	\$	2	
Subtotal A				

(B) adding all rates after weighting in Schedule of Prices B, Analytical Testing, Part 1, Common Tests, as follows:

Analysis	Payment Unit	Unit Rate	Weighting	Total
Closed-System Purge and Trap and Extraction	sample (Terracore or equivalent; or Encore or equivalent)	\$	5	
Volatiles (RECAP Table 1)	sample	\$	5	
Volatile Petroleum Hydrocarbons (VPH)	sample	\$	5	
Extractable Petroleum Hydrocarbons (EPH)	sample	\$	5	
Semi-volatiles (RECAP Table 1)	sample	\$	5	
Toxicity Characteristic Leaching Procedure (TCLP) Extraction	sample	\$	2	
RECAP Metals (RECAP Table 1)	sample	\$	5	
RCRA Metals (as totals)	sample	\$	2	
Subtotal B				

(C) adding all rates after weighting in Schedule of Prices B, Analytical Testing, Part 2, Other Parameters, as follows:

Analysis	Payment Unit	Unit Rate	Weighting	Total
Polychlorinated Biphenyls (PCBs)	sample	\$	1	\$

Asbestos from Bulk Samples	sample	\$	1	\$
Glycols	sample	\$	3	\$
Oil and Grease in water	sample	\$	1	\$
Total Dissolved Solids in water	sample	\$	1	\$
Ignitibility	sample	\$	2	\$
	sample	\$	2	\$
	sample	\$	2	\$
Reactivity (Cyanide and Sulfide)	sample	\$	2	\$
Corrosivity	sample	\$	2	\$
	sample	\$	2	\$
	sample	\$	2	\$
Synthetic Precipitation Leaching Procedure (SPLP) Extraction	sample	\$	2	\$
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 calculation $(A + B + C)$ 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:

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

4.5 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposer's evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work, which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points in Appendix D, Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

(Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Subcontractor Table.

Note – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

4.6 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 the date specified in the RFP Schedule of Events. Presentations will be made by the selected Proposers on the date specified in the RFP Schedule of Events, 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 4.3 except that the cost score will remain unchanged.

4.7 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. 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.
 - (ii) 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.

4.8 Contract Award and Execution

The Department reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The Department reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the Department.

The selected Proposer shall be expected to enter into a contract that is substantially the same as Appendix C, Sample Contract. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds 15 business days, or if the selected Proposer fails to sign the final contract within 15 business days of delivery, the Department may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

4.9 Notice of Intent to Award and Debriefing

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 on or before the date specified in the RFP Schedule of Events 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 Robyn Geddes at (225) 219-3812, or by e-mail at robyn.geddes@la.gov.

4.10 Protest of the Award

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer and to the head of the agency issuing the RFP within fourteen (14) calendar days after the Department issues a notice of intent to award a contract.

4.11 Right to Prohibit Award

In accordance with the provisions of La. R.S. 39:2192, 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 and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

**APPENDIX A
PROPOSAL COVER SHEET/CERTIFICATION STATEMENT**

Project Title: “Removal Actions, Remedial Actions, and Support Services for the Remediation Division”

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) ____

Do you intend to use any former public employees on this contract? (Y/N) ____ *See Section 3.2.8 of this RFP for more information.

OFFICIAL CONTACT. The Department requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below:

Proposer’s Contact Person:

Official Contact Name: _____

Title: _____

Mailing Address: _____

Physical Address (if different): _____

Email Address: _____

Telephone No. (_____) _____

FAX No. (_____) _____

Required Licenses (all blanks must be completed):

Type of License	License Number (s)
Louisiana State Contractors License (held by prime Contractor) with a Hazardous Material Classification or one of the following specialties: Hazardous Materials Site Remediation, Hazardous Materials Cleanup and Removal, or Hazardous Waste Treatment or Removal	
Louisiana Geologist/Geoscientist License (held by prime Contractor or subcontractor)	
Louisiana Professional Engineer License (held by prime Contractor or subcontractor)	

Subcontractors (add lines as necessary):

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

***See Section 2.4 and 4.5 of the RFP for more information on what must be submitted with your proposal.**

By its submission of this proposal and authorized signature below, Proposer shall certify that:

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

2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions (Appendix C) and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below.
5. Proposer will be ready and able to begin work by the approved contract start date.
6. 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.
7. Proposer shall certify, 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.sam.gov).
8. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
9. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
10. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including appendices and attachments.

Signature of Proposer or
Authorized Representative:

Typed or Printed Name:

Date:

Title:

**APPENDIX B
EXPERIENCE TABLE**

“Removal Actions, Remedial Actions, and Support Services for the Remediation Division” 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
SAMPLE CONTRACT
CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2018, 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. _____. State LDR Account 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 “**Removal Actions, Remedial Actions, and Support Services for the Remediation Division**” 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 July 1, 2019 through June 30, 2022.

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 shall include all associated direct costs and all 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.

The Department will make every reasonable effort to make payments within approximately thirty (30) calendar days after receipt of a correct invoice. However, payment is contingent upon receipt of all required submittals, acceptance of all related deliverables, and approval of the invoice for payment by the Department's Office of Environmental Assessment/Remediation Division.

b. Invoicing Procedure:

- (1) The Contractor shall submit an invoice upon completion of each work order or for progress payment at the discretion of the Department's Project Manager. 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 be site specific and 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;

- (f) the balance remaining in the Work Order;
- (g) itemization of all personnel charges (Schedule of Prices A) including: dates, labor categories, brief descriptions of work performed, and hourly rates;
- (h) itemization of all charges from Schedules of Prices B and C;
- (i) supporting documentation for travel expenses (mileage reports, receipts and State Travel PPM 49 required information); and
- (j) receipts for all actual cost items.

- (3) The Contractor shall attach a copy of the Attachment 3, Form B Hudson Veteran Initiative Invoice Tracker to all requests for payments.

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 of Title 39 of the Louisiana Revised Statutes of 1950 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. 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.

11. 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.

12. 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 five (5) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

13. 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.

14. 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.

15. 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.

16. 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, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. 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.

17. 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.

18. 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.

19. 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.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the Department so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

20. SUCCESSORS AND ASSIGNS

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 should 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.

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. 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 <http://smallbiz.louisianaeconomicdevelopment.com> and select the appropriate 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.

28. 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. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

29. 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.

30. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED 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.

31. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees,

Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

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.

WITNESS:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Karyn Andrews
Undersecretary
Office of Management and Finance

WITNESS:

CONTRACTOR:

Company Name

APPENDIX D

Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Subcontractor Table
 (see Sections 2.4 and 4.5 of the RFP)

"Removal Actions, Remedial Actions, and Support Services for the Remediation Division" RFP
 (Enlarge or duplicate table as necessary)

Name of Certified Veteran Initiative or Hudson Initiative Small Entrepreneurship Subcontractor	Check which initiative applies	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
	<input type="checkbox"/> Veteran Initiative <input type="checkbox"/> Hudson Initiative			
	<input type="checkbox"/> Veteran Initiative <input type="checkbox"/> Hudson Initiative			
	<input type="checkbox"/> Veteran Initiative <input type="checkbox"/> Hudson Initiative			
	<input type="checkbox"/> Veteran Initiative <input type="checkbox"/> Hudson Initiative			

ATTACHMENT 1
STATEMENT OF WORK
“Removal Actions, Remedial Actions, and Support Services for the Remediation Division”
Louisiana Department of Environmental Quality

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 addressing hazardous and non-hazardous waste sites, as well as, inactive and abandoned sites to reduce their risk to human health and the environment. To accomplish this mission, the Department requires the services of an experienced, qualified contractor to provide removal actions, remedial actions, and support services for solid and/or hazardous waste sites, and hazardous substance sites. This project will be under the direction of the Remediation Division (RD).

1.1 Goal and Objective

The Department’s goal is to provide removal actions and remedial actions for solid and/or hazardous waste sites, hazardous substance sites, and provide for proper disposal of wastes that pose a threat to human health or the environment. The objective is to provide for planning and performing of the removal or remedial actions and submission of Removal Action Report(s), Remedial Action Report(s) or Summary Report(s). Additionally, support services may be required for existing Superfund Operation and Maintenance (O&M) sites, as well as, other undetermined sites. Removal actions, remedial actions, and support services will be performed statewide by the Contractor as sites are identified by the Remediation Division.

1.2 Background Information

The Remediation Division is responsible for the investigation and remediation of solid and/or hazardous uncontrolled waste sites within the state. These sites are usually inactive and/or abandoned and can have spillage or inadequate containment of waste, which if left uncontrolled, could harm public health and/or the environment. The Remediation Division is also responsible for O&M of the following Superfund sites: Bayou Bonfouca, Agency Interest (AI) #4716, Madisonville Wood Preserving Company, AI #1344, and Delatte Metals, Inc., AI # 2328. Support services that are outside of the scope of the existing operation and maintenance activities may be required at these Superfund sites. Additionally, support services may be required at other undetermined sites.

In certain circumstances, removal actions are required to abate spills and inadequate containment of waste products such as oil, sludge, drums, solvents, and contaminated waste water or soils. In other situations, remedial actions are required to take care of un-containerized or containerized wastes, actions related to monitoring wells, or other issues. Additionally, support services may be required for Superfund O&M sites or other undetermined sites.

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 (SOW).

The Contractor shall proceed with work only after an approved work order has been issued by the Department (SOW, Section 5.2, Operation of the Contract).

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 contract 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 Removal Actions and Remedial Actions

Where applicable, the Contractor shall conduct the Removal or Remedial Actions in accordance with the methods described in the Department's Risk Assessment/Corrective Action Program (RECAP) which can be found at: <http://deq.louisiana.gov/page/recap>.

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

(1) Site Access

As directed by the Department, the Contractor may be required to:

- (a) obtain current title information for the site(s);
- (b) perform a records review to determine the owner/operator of the site;
- (c) obtain owner/operator signature on the Contractor's Access Agreement or Exhibit B, Right-of-Way, Access, and Use Agreement, as directed by the Department, prior to performing any site field work (if required);
- (d) submit an original and two (2) copies of the Contractor's Access Agreement or Exhibit B, Right-of-Way, Access, and Use Agreement, for review and approval by the Department's Project Manager; 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.

In certain circumstances, the Department will provide access to site(s). This could include sites that have been adjudicated to the parish, or sites where the Department

is exercising its enforcement authority.

(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 site(s); and
- (b) interview individuals familiar with the sites as necessary.

Department personnel must accompany the Contractor if the site visit occurs prior to owner/operator signature of the Access Agreement.

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 may be required to prepare the following plans which shall include but shall not be limited to:

- (1) Removal Action or Remedial 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 Sampling and Analysis Plan (SAP) 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) and wastes derived from site actions.
- (2) Health and Safety Plan(s); and

- (3) Quality Assurance/Quality Control Plan(s) shall be developed to address the requirements in RECAP and/or other applicable standards.

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 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

The Contractor may be required to prepare the sites for removal actions, remedial actions and/or support services. This task may 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) cutting and removal of trees greater than three (3) inches in diameter but less than fourteen (14) inches in diameter;
- (4) chipping, shredding and mulching of trees greater than fourteen (14) inches in diameter;
- (5) spreading vegetative material over the site as directed by the Department;
- (6) removal of surface debris in the work area;
- (7) removal of other obstructions preventing access to the work area; and
- (8) removing and replacing 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

The Contractor shall mobilize to the site(s) upon approval by the Department. 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.

The sites may 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 site Team Leader 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, unless directed by the Department.

2.2.6 Removal/Treatment of Waste/Soil Materials, Waste Water/Liquids and Investigation Derived Waste (IDW)

As required, the Contractor shall excavate, process, stabilize and/or solidify contaminated soils or wastes. Wastes may be in the form of oil, sludge, solvents, solid or liquid chemical waste products, or contaminated water. Wastes may be present in vertical and/or horizontal tanks or other containers in various stages of deterioration. The Contractor shall remove waste from containers and dismantle, decontaminate, crush and/or shear containers, and recycle or dispose properly.

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

2.2.7 Confirmatory Sampling

As required, 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.

Quality Assurance/Quality Control Samples (QA/QC) shall also be taken in accordance with RECAP.

The typically required analytical parameters are as follows:

- (1) Volatiles per specifications (Method 8260);
- (2) Semi-volatiles per specifications (Method 8270);
- (3) RECAP Metals;
- (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); and
- (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's Team Leader 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://deq.louisiana.gov/page/la-lab-accreditation>.

The Contractor shall promptly notify the Department if laboratory-related problems cause a schedule delay. Additionally, he will notify the Department's Team Leader and 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 arrange for transport and disposal of all hazardous and/or non-hazardous waste/soil material, waste

water/liquids, and investigation derived waste (IDW) generated from the site work in accordance with applicable laws, regulations, ordinances and codes.

Water may be managed under the Department's General Discharge Permit System 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 arrange for transportation of 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 lading to the Department's Team Leader. The disposal facility shall be approved by the Department's Team Leader.

2.2.11 Backfill of Excavated Areas

The Contractor shall:

- (1) secure and transport clean fill soil to the site(s);
- (2) backfill the excavated areas with suitable clean fill material which will support vegetation;
- (3) compact and grade the soil to eliminate the potential for standing water; and
- (4) seed backfill areas with appropriate vegetative cover, as required.

2.2.12 Demobilization

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

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.

2.2.13 Removal Action, Remedial Action or Summary 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 a Removal Action, Remedial Action or Summary Report for each site. The reports shall be site specific and shall be submitted separately.

Removal Action or Remedial Action 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/samples have been taken*;
- (3) Global Positioning System (GPS) data** which defines areas/media where actions/samples have been taken;
- (4) copies of manifests from disposal facilities;
- (5) copies of field documentation and analytical data as appendices;
- (6) photographic documentation of field activities;
- (7) comparison of confirmatory sampling results to all applicable RECAP Screening Standards;
- (8) volume of waste water discharged under permit; and
- (9) volumes of waste material disposed of from the site.

***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 have accuracy equal to, or better than, three meters (3m) 2DRMS (Distance Root Mean Squared).

Summary Report(s) shall contain sufficient information to document the action taken or any other information specified in the work order.

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 Team Leader. Any and all discrepancies or omissions shall be corrected to the satisfaction of the Department's Team Leader before the report(s) is accepted as complete.

2.3 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.

If the Department discovers that additional environmental services are needed, the Department will issue a Work Order for such services.

2.4 Support Services for Superfund and Other Undetermined Sites

The Department is responsible for O&M of the Bayou Bonfouca, Madisonville Wood Preserving Company, and Delatte Metals, Inc. Superfund Sites, as well as, support services at other undetermined sites. Services that are outside of the scopes of the existing O&M contracts may be required at these sites, as well as, other undetermined sites.

Support services may include but are not limited to: design and installation of equipment or systems, repair or replacement of equipment or systems, maintenance of the facility, design or repair of groundwater treatment systems, pipe fitting, plumbing, and electrical services.

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 two (2) 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 of 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's Team Leader. 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	Typical 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
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
Louisiana Licensed Geologist/Geoscientist	consultation, investigation, evaluation, planning, designing, or direct supervision of projects, when such professional service requires the application of geoscience principles and the interpretation of geoscience data
Louisiana Licensed Professional Engineer	analyze, develop, and evaluate large-scale systems; improve or maintain current systems or create new projects; design and draft blueprints, visit systems in the field
Technician	provide on-site technical support
Equipment Operator	operate heavy equipment
Louisiana Licensed Electrician	install and maintain the wiring and control equipment through which electricity flows; inspect electrical components; identify electrical problems; repair or replace wiring, equipment, or fixtures
Louisiana Licensed Plumber	interpret blueprints and building specifications to map layout for pipes, drainage systems, and other plumbing materials; install and repair pipes, equipment, and fixtures; install supports for pipes, equipment and fixtures prior to installation
CAD Operator	prepare technical drawings and plans
Louisiana Licensed Professional Land Surveyor	locate, describe, set, monument, and map 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's Team Leader 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.

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 their 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 labor category of the individual(s) assigned to the Work Order (only personnel included in the Contractor's accepted proposal or approved by the Department in writing shall be eligible);
 - (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; and
 - (c) the Contractor shall ensure that there are no conflicts with any companies [including Potentially Responsible Parties (PRPs)] and their environmental consultants, if necessary, the Contractor shall provide a statement describing the Contractor's relationships with any company(s) or PRP(s).
- (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. 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. 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 before incurring additional costs. The Contractor shall provide a revised cost estimate including an explanation of additional units in writing as soon as possible. The Department shall determine the acceptability of additional costs and provide written approval.
- (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); and
- (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 (2) copies, and one (1) copy in PDF format of the following deliverables (as directed by the Department) based on individual work orders. Analytical deliverables shall be submitted in accordance with Exhibit A, Submittal Requirements for Analytical Data. 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) Removal or Remedial Action Work Plan(s);
- (2) Sampling and Analysis Plan(s);
- (3) Quality Assurance/Quality Control Plan(s);
- (4) Removal or Remedial Action Report(s);
- (5) Summary Report, if requested;
- (6) Groundwater Monitoring Report, if requested;

- (7) LDEQ's Electronic Data Deliverable (EDD), if requested; and
- (8) 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 specialties, Hazardous Materials Site Remediation, Hazardous Materials Cleanup and Removal, or Hazardous Waste Treatment or Removal throughout the term of the contract.

The Contractor or subcontractor shall possess a Louisiana Geologist/Geoscientist License at the time the work is performed.

The Contractor or subcontractor shall possess a Louisiana Professional Engineer License at the time the work is performed.

The Contractor or subcontractor shall possess a Louisiana License for Electrical Work, Plumbing, and Professional Land Surveying at the time the work is performed.

6.0 DEPARTMENT RESPONSIBILITIES

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

- (1) provide points of contact for technical, project, and contract activities (Team Leader, 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.

The Department shall not guarantee performance of the maximum number of units included by the Contractor in his Work Order estimate.

The Department, at its discretion, reserves the right to approve or deny inadvertent cost overruns.

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, <https://www.doa.la.gov/pages/osp/travel/TravelPolicy.aspx>, 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 Attachment 2, 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 Removal Actions and Remedial Actions

Payment for Removal Actions and Remedial Actions shall include all activities and resources necessary to conduct the response 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 provided 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 Supplies

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

If the equipment is owned by the Contractor, the Department will pay up to the rates in the most recent version of the Louisiana Motor Fuel Trust Fund Cost Control Guidance Document in effect at the time of the site activities. <http://deq.louisiana.gov/page/motor-fuel-trust-fund>

8.2.4 Site Preparation

Payment for site(s) preparation shall be made 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 and 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 and in accordance with Schedule of Prices C.

8.2.5 Mobilization

Payment for mobilization to each site shall be made 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 and in accordance with Schedule of Prices C.

Multiple mobilizations may be necessary as directed by the Department.

8.2.6 Removal/Treatment of Waste/Soil Materials, Waste Water/Liquids and Investigation Derived Waste (IDW)

Payment for Removal/Treatment of Waste/Soil Materials, Waste Water/Liquids and Investigation Derived Waste (IDW) shall be made for:

- (1) personnel conducting 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 and 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 sample rate(s) shall be based on standard turnaround times for results and summary data packages, not to exceed fifteen (15) business days from receipt of samples by the analytical laboratory. All analyses must be performed within the specified holding times. Rush turnaround rates will be paid only if prior authorization has been provided by the Department.

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 coordinating and overseeing 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

- and 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 and/or seeding activities shall be made for:

- (1) securing and transporting clean fill soil to complement recycled overburden at the site(s), with supporting documentation and in accordance with Schedule of Prices A and C;
- (2) backfilling the excavated areas with suitable clean fill material which will support vegetation for:
 - (a) personnel conducting and/or overseeing 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; and
 - (b) the equipment and/or expendable supplies used, with supporting documentation and in accordance with Schedule of Prices C;
- (3) compacting and grading the soil to eliminate the potential for standing water 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; and
 - (b) the equipment and/or expendable supplies used, with supporting documentation and in accordance with Schedule of Prices C.
- (4) seeding backfill areas with appropriate vegetative cover, as required, with supporting documentation and in accordance with Schedule of Prices A and 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 and in accordance with Schedule of Prices C.

Demobilization shall only occur after Department approval.

8.2.13 Removal Action, Remedial Action, or Summary Report(s)

Payment for the Removal Action, Remedial Action or Summary 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.

8.3 Additional Environmental Services

Payment for additional environmental services shall be made for:

- (1) personnel procuring or providing 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 and in accordance with Schedule of Prices C.

8.4 Support Services for Superfund and Other Undetermined Sites

Payment for support services shall be made for:

- (1) personnel procuring or providing support 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 support services, with documentation and in accordance with Schedule of Prices C.

8.5 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's Project Manager.

**ATTACHMENT 2
SCHEDULE OF PRICES A
LABOR CATEGORIES**

**“Removal Actions, Remedial Actions, and Support Services for the
Remediation Division”
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	
Louisiana Licensed Geologist/Geoscientist	Hour	
Louisiana Licensed Professional Engineer	Hour	
Technician	Hour	
Equipment Operator	Hour	
Louisiana Licensed Electrician	Hour	
Louisiana Licensed Plumber	Hour	
Computer Aided Design (CAD) Operator	Hour	
Louisiana Licensed 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, non-expendable PPE, office supplies and miscellaneous supplies, incidentals, duplication/copying, communications, 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 version in effect for the fiscal year during which expenses were incurred, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.

<https://www.doa.la.gov/Pages/osp/Travel/TravelPolicy.aspx>

*** ALL BLANKS MUST BE COMPLETED**

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

**“Removal Actions, Remedial Actions, and Support Services for the Remediation Division”
Louisiana Department of Environmental Quality**

Analysis	Method	Payment Unit	Unit Rate
<u>Part 1 - Common Tests</u>			
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)	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)	SW-846 Method 8270	sample	
Toxicity Characteristic Leaching Procedure (TCLP) Extraction	SW-846 Method 1311	sample	
RECAP Metals (RECAP Table 1)	6020	sample	
RCRA Metals (as totals)	6020	sample	
<u>Part 2 - Other Parameters</u>			
Polychlorinated Biphenyls (PCBs)	SW-846 Method 8082	sample	
Asbestos from Bulk Samples	EPA 600/R-93/116	sample	
Glycols	SW-846 Method 8015B	sample	
Oil and Grease in water	EPA 1664	sample	

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

**“Removal Actions, Remedial Actions, and Support Services for the Remediation Division”
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, 21 st 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	
Calcium	6020	sample	

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

**“Removal Actions, Remedial Actions, and Support Services for the Remediation Division”
Louisiana Department of Environmental Quality**

Analysis	Method	Payment Unit	Unit Rate
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, 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 and DISPOSAL, BACKFILL ACTIVITIES, EQUIPMENT/EXPENDABLE
SUPPLIES, ADDITIONAL ENVIRONMENTAL SERVICES, and SUPPORT SERVICES

“Removal Actions, Remedial Actions, and Support Services for the Remediation Division”
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; Seed if required	Actual Cost
Equipment and/or Expendable Supplies	
Equipment ¹	Actual Cost
Expendable Supplies ²	
Additional Environmental Services	
Additional Environmental Services	Actual Cost
Support Services for Existing Superfund Operation and Maintenance Sites and Other Undetermined Sites	
Support Services	Actual Cost
¹ If the equipment is owned by the Contractor, the Department will pay up to the rates of the Louisiana Motor Fuel Trust Fund Cost Control Guidance Document in effect at the time of the site activities.	
² Ice, rehydration drinks, and other expendable supplies are reimbursable at the Department's discretion.	
http://deq.louisiana.gov/page/motor-fuel-trust-fund	

Exhibit A

Submittal Requirements for Analytical Data

The Contractor must be capable of producing two types of data deliverables to meet the requirements of this scope of services – a summary report and a fully-supported data package. Refer to the LDEQ public resource web page for Louisiana Environmental Analytical Data Management System Resource Page (LEADMS). Posted is the LDEQ’s Electronic Data Deliverable (EDD) Submittal Requirements Manual and List of Valid Values: <http://deq.louisiana.gov/page/leadms-resource-page>.

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, no raw data)
- Incorrect EDDs

Failure to meet the deliverable criteria may result in penalties assessed to the Contractor. These penalties may include reimbursement to the Department or 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 Packages

The Contractor shall have the capability of producing summary or fully-supported data packages as directed by LDEQ.

LDEQ currently anticipates that less than 5% of analyses will require fully-supported data packages; however, this could be greater based upon the Department’s needs. The Contractor must be able to provide these for any analyses that are conducted.

Fully-supported data packages require submitting all raw data and the associated CLP or equivalent summary forms. The summary report does not require attaching raw data.

The narrative of both the summary and full-supported data reports 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.

Fully-Supported Data Packages

Fully supported data packages must contain all of the required information as the summary report with the additional CLP or equivalent forms and all supporting raw and calculated data. Supporting raw data includes, but is not limited to, extraction logs, preparation/digestion logs, quantitation reports, chromatograms, instrument analysis reports, analysis/sequence run logs, percent moisture logs, weight logs, bench sheets, standard and reagent logs, sample receipt checklist(s), etc. Raw data for all samples (including any and all dilutions) and any associated method or batch quality control samples must be included. Refer to the applicable CLP SOW for more detailed descriptions of the required forms (<http://www.epa.gov/superfund/programs/clp/>). Custom forms equivalent to the CLP forms are acceptable.

Exhibit B
RIGHT-OF-WAY, ACCESS, AND USE AGREEMENT

This agreement is entered into between the Louisiana Department of Environmental Quality (LDEQ) and Name of Owner. The purpose of this agreement is to allow LDEQ and its designated contractors and agents to conduct site activities on property owned by _____, located at _____ in _____, Louisiana.

I. Name of Owner hereby grants to the LDEQ and its designated contractors and agents permission to enter the property identified above and to have continued access and use of said property, for the following purposes, in connection with site activities:

- a. To make and document scientific and engineering observations, including, but not limited to taking notes, recordings, and photographs.
- b. To conduct removal and remedial activities involving waste, soil and/or groundwater.
- c. To collect soil and ground water samples.
- d. To analyze samples and document the results of the sample analysis. LDEQ will provide results of any sample analysis to Name of Owner, upon request, within a reasonable time following evaluation.
- e. [*INSERT ONLY IF SITE CONDITIONS REQUIRE:* To prepare the site, including cutting and mowing of small trees, shrubs, weeds, roots or other obstructing vegetation or surface debris in the work area, and removing and reinstalling fencing, as necessary.]

II. LDEQ will restore the premises following such activity, including, but not limited to, backfilling excavations and removing and disposing of all contractor-generated waste, including excavated soil, contaminated or uncontaminated. [*INSERT ONLY IF DEMANDED BY LAND OWNER:* LDEQ will indemnify and hold harmless Name of Owner for any and all claims for damages asserted by LDEQ or its employees, agents, contractors, and subcontractors, arising from or in connection with the activities described herein.]

III. LDEQ estimates that the activities described in this agreement, along with necessary planning intervals, will take approximately ## days.

IV. This instrument contains the entire agreement between the LDEQ and Name of Owner. It may be changed only by written agreement between the parties.

Name of Owner

La. Dept. of Environmental Quality

By: _____

Assistant Secretary

Office of Environmental Assessment

(Name and title printed)

Date: _____

Date: _____