

REQUEST FOR PROPOSALS

“Targeted Brownfields Assessment Services IV”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 3000015784

Proposal Due Date/Time: October 22, 2020/11:59 p.m. CST

Issue Date: September 22, 2020

REQUEST FOR PROPOSALS

“Targeted Brownfields Assessment Services IV” Louisiana Department of Environmental Quality

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Attachments to this RFP:

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Exhibit A	Submittal Requirements for Analytical Data
Exhibit B.....	Sample Work Order Cost Estimate Form
Exhibit C.....	RECAP Metals and Cyanide
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Attachment 2	Schedule of Prices
Schedule of Prices A	Labor Categories and Miscellaneous
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Schedule of Prices E.....Removal and Disposal of Underground Storage Tanks
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Attachment 3 Forms
 Form A Hudson Veteran Invoice Tracker
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REQUEST FOR PROPOSALS

“Targeted Brownfields Assessment Services IV” 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 assistance for planning and performing site assessments and development of remediation options. The goals are to supplement and work with other efforts under EPA’s Brownfields Program to promote the cleanup and redevelopment of brownfields. 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 any contract resulting from this RFP shall begin on or about January 1, 2021 and is anticipated to end on September 30, 2021. The Department shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.3 Compensation

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

Although the contract will be federally funded in part, neither the United States Environmental Protection Agency, nor any other federal departments, agencies, or employees are, or will be, a party to this RFP or any resulting contract.

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	September 22, 2020	
Deadline for receipt of written inquiries	October 6, 2020	3:00 p.m.
Deadline to answer written inquiries	October 15, 2020	
Deadline for receipt of electronic proposals. All proposals shall remain sealed until the date and time listed.	October 22, 2020	11:59 p.m.

Notification of Oral Presentation to Proposers (if required)	November 5, 2020	
Oral presentations by Proposers (if required)	November 9, 2020	
Notice of Intent to Award announcement and 14-day protest period beginning on or about	December 10, 2020	
Contract execution on or about	January 1, 2021	

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 emailed to the RFP coordinator listed below:

Robyn Geddes
 Financial Services Division
 Louisiana Department of Environmental Quality
 e-mail to: DEQ-Sect-Procurement@la.gov

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 RFP Part I, Section 1.5, 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://wwwcfprd.doe.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 Part I, Section 1.5, 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 Electronic Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit an electronic proposal containing the mandatory information specified below. The proposal must be uploaded to <https://stateofla.app.box.com/f/e16d349f05d0430a8480a42addae45bf>, before the date and time specified in the RFP Part I, Section 1.5, Schedule of Events. Uploaded submissions are the only acceptable method of delivery. E-mail, fax, mail, and courier delivery shall not be acceptable. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit:
<https://www.doa.la.gov/osp/PC/agencies/UploadingRFPproposal-viaBoxSubmissionLink.pdf>.

1.8 Number of Copies of Technical & Financial Proposals

The Department requests the following:

- One (1) **technical proposal**, Volume I provided as a single file in PDF or Microsoft Word format. The file shall be named: RFP #3000015784 Technical Proposal [Proposer Name].
- One (1) **price proposal**, in PDF, Microsoft Word, and/or Microsoft Excel formats, as applicable. See Section 3.2.7 of this RFP. The file shall be named: RFP #3000015784 Price Proposal [Proposer Name].
- One (1) **financial information proposal**, Volume II, provided as a single file in PDF, Microsoft Word, and/or Microsoft Excel Formats as applicable. See Section 3.3 of this RFP. The file shall be named: RFP #3000015784 Financial Information Proposal - [Proposer Name].
- One (1) **redacted technical proposal**, Volume I, if applicable, provided as a single file in PDF or Microsoft Word format. The file shall be named: RFP #3000015784 Redacted Technical Proposal [Proposer Name]

If the file size of the submission exceeds server requirements, the submission may be broken into smaller files with “Part 1 of ___” included at the end of each file name (e.g. RFP #3000015784 Technical Proposal [Proposer Name] – Part 1 of 3).

The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original

signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal 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 with electronic signature or scan of an original signature by the authorized representative of the Proposer must be uploaded to <https://stateofla.app.box.com/f/e16d349f05d0430a8480a42addae45bf>.

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

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 entrepreneurs 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 standard currently adopted by The National Environmental Laboratory Accreditation Conference (NELAC) Institute (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 standard currently adopted by NELAC Institute (TNI Standard). 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 standard currently adopted by NELAC Institute (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.

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 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

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

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.

2.7 Registration on the Federal System for Award Management (SAM)

Proposers, their subcontractors (including drillers and laboratories), and their principals must be registered on the Federal System for Award Management (SAM) website (<https://www.sam.gov/SAM/>). No named party shall be listed as debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Any proposal not meeting these criteria will be rejected from further consideration. The Department reserves the right to send an inquiry for clarification, as stated in RFP Section 4.7, Clarifications and Oral Presentations, to the Proposer for its company, subcontractor, or any of their principals found to not meet these criteria or if the Department is unable to access the Proposer's or their subcontractor's SAM website record.

Please note: there is **no fee** to register on the SAM website or to renew or update the registration. Proposers are encouraged to check the SAM website through a public search (as opposed to being logged in) to ensure their information is viewable by the general public (which includes the Department). Registration on the SAM website can take some time and involves multiple steps. Proposers are encouraged to make sure they and all subcontractors are registered on the site as soon as possible, but no later than the proposal due date, to allow time for the registration process if necessary.

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 their understanding of the Department's requirements. Each Proposer is solely responsible for the accuracy and completeness of their proposal.

3.2 Elements for Technical Proposal (Volume I)

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

3.2.1 Proposal Cover Sheet/Certification Statement

Each Proposer must complete and electronically sign or submit a scanned signature on Appendix A, Proposal Cover Sheet/Certification Statement. **Proposals lacking an electronically signed or scanned signature on the 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 their 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 5.0 Minimum Qualifications and Responsibilities 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. The Proposer should include the following documents:

- (a) an example Phase I Environmental Site Assessment (ESA) and
- (b) a Quality Assurance Project Plan (QAPP)

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 5.0 Minimum Qualifications and Responsibilities 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 site assessments and development of remediation option plans. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the Department may be considered by the Department for proposal evaluation, whether or not listed by the Proposer.

Each Proposer should describe projects undertaken by its company during the past three (3) years from the proposal submittal date, up to a maximum of ten (10) projects. 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 up to ten (10) entries, 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 copy of a signed letter of agreement or a copy of a signed contract from any intended subcontractor and include specific designations of the tasks to be performed. 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, C, D & E. 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, it 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, B, C, & D 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 4.8), 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 reviewed by an independent Certified Public Accountant (CPA) for the past 3 years. This includes:
 - Notes to the Financial Statements, and
 - The CPA's reviewed 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 provided in PDF, Microsoft Word, and/or Microsoft Excel formats, as applicable. Pages of the technical proposal should be numbered consecutively and each section should be marked. Proposals should be prepared simply, legibly, and economically. Elaborate 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 its 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 electronically signed or a scanned signature Proposal Cover Sheet/Certification Statement (Part III, Section 3.2.1);
- (2) Schedule of Prices A, B, C & D with all unit rates completed. For items with no charge, "\$0" must be entered. If any unit rates are left blank, then the proposal shall be rejected (Part III, Section 3.2.7);
- (3) 100% coverage for all methods listed in Schedule of Prices B. If any unit rates are left blank or contain "no bid", then the proposal shall be rejected (Part III, Section 3.2.7);
- (4) Minimum education and experience of the Proposer's personnel consistent with Attachment 1, Statement of Work, Section 5.0; and
- (5) Proof of registration and qualification of good standing on the Federal System for Award Management (SAM) for Proposer, their subcontractors, and their principals (Part II, Section 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).	26
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).	11
3. Qualifications and relevant experience of the Proposer in providing planning and performing site assessments and developing remedial option plans (Part III, Sections 3.2.5 and 3.2.6).	11
4. Price (Part III, Section 3.2.7).	40
5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.5)	12
TOTAL SCORE	100

Proposer must receive a minimum score of 24 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 rated proposal 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 and Miscellaneous as follows:

Evaluation Calculation for Schedule of Prices A

Labor Category	Payment Unit	Unit Rate	Weighting	Total
Project Manager	Hour	\$	10	
Quality Assurance Manager/ Quality Control Officer/ Quality Assurance Project Officer	Hour	\$	10	
Scientist (Chemist, Biologist, Geologist, Professional Geoscientist, Engineer, etc.)	Hour	\$	40	
Technician	Hour	\$	40	
AutoCAD Designer/ Drafter/ Graphics Designer	Hour	\$	5	
Administrative/Clerical Support	Hour	\$	30	
Expert Witness	Hour	\$	1	
EDR® or Equivalent Report for AAI's				
Regulatory Database Review - (EDR® Basic Package or equivalent)	Report	\$	1	
Regulatory Database Review – (EDR® Standard Package or equivalent)	Report	\$	1	
Regulatory Database Review – (EDR® Premium Package or equivalent)	Report	\$	1	
Subtotal a				

(B) adding all rates after weighting in Schedule of Prices B, Analytical Testing, Parts 1, 2 & 3 as follows:

Evaluation Calculation for Schedule of Prices B, Parts 1, 2, & 3

Analysis	Method	Payment Unit	Unit Rate	Weighting	Total
Part 1 - Common Test					
Closed-System Purge and Trap and Extraction for Volatile Organics in Soil and Waste Samples	SW-846 Method 5035, Volume 1B [Identify the sample kit to be used (Encore® OR Terracore®)]	Sample Kit (One Sampler per Kit)*	Encore®	200	
			\$		
			Terracore®	80	
			\$		
Volatiles	SW-846 Method 8260	sample		40	
BTEX only	SW-846 Method 8260	sample		15	
1, 2 – Dibromomethane and 1, 2 – Dibromo-3-Chloropopane	SW-846 Method 8011	sample		40	
Volatile Petroleum Hydrocarbons (VPH)	Massachusetts Dept. of Environmental Protection Method	sample		40	

Analysis	Method	Payment Unit	Unit Rate	Weighting	Total
Extractable Petroleum Hydrocarbons (EPH)	Massachusetts Dept. of Environmental Protection Method	sample		40	
Semi-volatiles	SW-846 Method 8270	sample		30	
Toxicity Characteristic Leaching Procedure (TCLP)	SW-846 Method 1311	sample		4	
RECAP Metals (see Exhibit C)	SW-846 Method (see Exhibit C)	sample		40	
Part 2 - Other Parameters					
Total Petroleum Hydrocarbons (TPH)-Gasoline Range	SW-846 Method 8015 (modified-extraction/GC-FID)	sample		1	
TPH-Diesel Range	SW-846 Method 8015 (modified-extraction/GC-FID)	sample		1	
TPH-Oil Range	SW-846 Method 8015 (modified-extraction/GC-FID)	sample		1	
Toxic Compounds in Ambient Air	TO-15	sample		1	
Canister Cleaning	Appropriate Method	canister		1	
Organochlorine Pesticides	SW-846 Method 8081	sample		1	
Organophosphate Pesticides	Appropriate Method	sample		1	
Polychlorinated Biphenyls (PCBs)	SW-846 Method 8082	sample		1	
Chlorinated Herbicides	SW-846 Method 8151	sample		1	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/Low Resolution Mass Spectrometry	SW-846 Method 8280	sample		1	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/High Resolution Mass Spectrometry	SW-846 Method 8290	sample		1	
Percent Organic matter	ASTM 2974	sample		1	
Asbestos from Bulk Samples	EPA 600/R-93/116	sample		1	
Total Dissolved Solids in water	Method 2540, Standard Methods for the Examination of Water and Wastewater, 18 th Edition	sample		1	

Analysis	Method	Payment Unit	Unit Rate	Weighting	Total
Ignitibility	SW-846 Method 1010	sample		1	
	SW-846 Method 1020	sample		1	
	SW-846 Method 1030	sample		1	
Reactivity Cyanide	Method 7.3.3.2	sample		1	
Reactivity Sulfide	Method 7.3.4.2	sample		1	
Corrosivity	SW-846 Method 9040	sample		1	
	SW-846 Method 9045	sample		1	
	SW-846 Method 1110	sample		1	
Synthetic Precipitation Leaching procedure (SPLP)	SW-846 Method 1312	sample		1	
Chromium VI (hexavalent chromium)	SW-846 Method 7196	sample		1	
	Method 7199	sample		1	
	Standard Methods 3500 Cr D	sample		1	
Total Organic Carbon (TOC)	SW-846 Method 9060	sample		1	
BTEX by GC with PID and/or ECD	SW-846 Method 8021	sample		1	
Phenols	SW-846 Method 8040 or Appropriate Method	sample		1	
Phenolics	SW-846 Method 9066	sample		1	
Polynuclear Aromatic Hydrocarbons	SW-846 Method 8310	sample		1	
Mercury	SW-846 Method 7470/7471	sample		1	
	EPA 245.1	sample		1	
	EPA 245.2	sample		1	
	SM 3112B	sample		1	
	Method 1631	sample		1	
Radium 226	EPA 903	sample		1	
	EPA 903.1	sample		1	
Radium 228	EPA 904	sample		1	
Gross Alpha and Gross Beta	EPA 900	sample		1	
Alcohols	Appropriate Method	sample		1	
Percent Moisture	Appropriate Method	sample		1	
Cyanide	SW-846 Method 9012	sample		1	
Aluminum	6020	sample		1	
Antimony	6020	sample		1	
Arsenic	6020	sample		1	
Barium	6020	sample		1	
Beryllium	6020	sample		1	
Cadmium	6020	sample		1	
Calcium	6020	sample		1	

Analysis	Method	Payment Unit	Unit Rate	Weighting	Total
Chromium	6020	sample		1	
Cobalt	6020	sample		1	
Copper	6020	sample		1	
Iron	6020	sample		1	
Lead	6020	sample		1	
Magnesium	6020	sample		1	
Manganese	6020	sample		1	
Nickel	6020	sample		1	
Potassium	6020	sample		1	
Selenium	6020	sample		1	
Silver	6020	sample		1	
Sodium	6020	sample		1	
Thallium	6020	sample		1	
Vanadium	6020	sample		1	
Zinc	6020	sample		1	
Part 3 - Geotechnical Test					
Unified Soil Classification	ASTM D2487	sample		1	
Atterberg Limit Determination	ASTM D4318	sample		1	
Particle Size Analysis	ASTM 422	sample		1	
Hydraulic Conductivity (Constant Head)	ASTM D2434	sample		1	
Hydraulic Conductivity (Falling Head)	ASTM D5084	sample		1	
Subtotal b					

*Only one kit shall be indicated in Attachment 2, Schedule of Prices B, Analytical, Part 1 Common Tests.

(C) adding all rates after weighting in Schedule of Prices C, Coring and Monitoring Wells as follows:

Evaluation Calculation of Schedule of Prices C

Task	Payment unit	Unit Rate	Weighting	Total
Direct Push Coring				
Direct push coring – soil sampling only	Foot	\$	1	
Direct push coring – temporary well placement	Foot	\$	170	
Monitoring Wells				
Installation of soil boring (soil sample only)	Foot	\$	1	
Installation of 2-inch wells	Foot	\$	1	
Installation of 4-inch wells	Foot	\$	1	
Plugging and Abandonment of 2-inch wells	Foot	\$	1	
Plugging and Abandonment of 4-inch wells	Foot	\$	1	
Subtotal c.				

(D) adding all rates after weighting in Schedule of Prices D, Equipment as follows:

Evaluation Calculation of Schedule of Prices D

Item	Unit	Unit Rate	Weighting	Total
X-ray fluorescence (XRF) spectrometer	Day	\$	1	
Transducer	Day	\$	1	
Water level indicator	Day	\$	1	
Photo ionization detector (PID)	Day	\$	1	
Subtotal d.				

The calculation (subtotal a + subtotal b + subtotal c + subtotal d) 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:

$$40 \quad \times \quad \frac{\text{Evaluation Price of lowest proposal}}{\text{Evaluation Price of proposal being rated}} \quad = \quad \text{Proposal price points}$$

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 certified 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 Best and Final Offers (BAFO)

The Department reserves the right to conduct a BAFO with one or more Proposers identified by the Selection Committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the Department in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in BAFO will not obligate the Department to a commitment to enter into a contract.

4.7 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 Part I, Section 1.5, Schedule of Events. Presentations will be made by the selected Proposers on the date specified in the RFP Part I, Section 1.5, 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.

4.8 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.

4.9 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.

4.10 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 Part I, Section 1.5, 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.

4.11 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.

4.12 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: “Targeted Brownfields Assessment Services IV”

Proposer: Company Name: _____

Company Address: _____

DUNS Number: _____

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.

Required Licenses or Certificates (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 Water Well Driller’s License (held by prime Contractor or subcontractor)	
Louisiana UST Certificate (Certified Worker) for Closures (held by prime Contractor or subcontractor)	
Louisiana Geoscientist License (held by prime Contractor or subcontractor)	

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. (_____) _____

Subcontractors (add lines as necessary):

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

*See Section 2.4 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.
11. Proposer certifies that the cost submitted was independently arrived at without collusion.

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**

“Targeted Brownfields Assessment Services IV” 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 _____, 2020, 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 “**Targeted Brownfields Assessment Services IV**” 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 January 1, 2021 through September 30, 2021. This period shall be known as the base contract. The Department reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods, up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

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. 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, C, D, and E. 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 the standard currently adopted by The National Environmental Laboratory Accreditation Conference (NELAC) Instituted (TNI Standard) 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 standard currently adopted by NELAC Institute (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. 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, C, D and E;
- (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 A 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, U.S. Environmental Protection Agency, 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, Section 13 of the Federal Water Pollution Control Act Amendments 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, EPA Title IV implementing regulations, 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 AND GRANT

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.

The Contractor is hereby advised that a U.S. Environmental Protection Agency Grant is being used by the Department to partially fund this contract.

The Contractor shall comply with the requirements of this grant. See Attachment 5, Requirements of the Grant. Continuation of this contract is contingent upon grant approval.

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, Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq.).

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) Professional Liability

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a

minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide 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.

(5) **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 ensure that disadvantaged business enterprises have a maximum opportunity to participate, as stated in Attachment 5, Requirement of the Grant.

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 5915². 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 standard currently adopted by The National Environmental Laboratory Accreditation Conference (NELAC) Institute (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 standard currently adopted by NELAC Institute (TNI Standard). 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 standard currently adopted by NELAC Institute (TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

² See LAC 33:I.5911 for acceptance of accreditation from another NELAP accrediting authority.

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 33:1.5307.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 R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors 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)

“Targeted Brownfields Assessment Services IV” 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
“Targeted Brownfields Assessments IV”
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality (the Department or LDEQ) is committed to protecting public health and the environment in Louisiana by participating in the United States Environmental Protection Agency’s (EPA) Targeted Brownfields Assessments (TBA). To accomplish this mission, LDEQ requires the services of an experienced, qualified contractor to perform this work. This project and site selection will be under the direction of the Office of Environmental Assessment, Remediation Division.

1.1 Goals and Objectives

The Department’s goal is to facilitate the cleanup and redevelopment of Brownfield sites throughout the State to encourage their reuse for economic development and/or community benefit. The objective of this contract is to provide for planning and performing site investigations, consultations, development of remediation options, and additional environmental services for Brownfield sites as requested by local governmental or nonprofit entities or through the Department’s Brownfields Program.

2.0 BACKGROUND INFORMATION

A Brownfield is a site, or portion thereof, that is vacant or underutilized, has actual or perceived contamination, and has active potential for redevelopment or reuse. EPA’s Brownfields and Land Revitalization Program is designed to empower States, Tribes, communities, and other redevelopment stakeholders to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse Brownfields. The TBA program is designed to minimize the uncertainties of contamination often associated with Brownfields.

3.0 CONTRACTOR TASKS

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment, transportation, the resources of a Department-accredited laboratory, and subcontractors) 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, see Section 6.6, Operation of the Contract under this SOW.

3.1 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) or the Southeast Regional Office (201 Evans Road, #420, New Orleans). 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. The Department reserves the right to hold a conference call in lieu of a meeting at the Department's Headquarters or Southeast Regional Office, or waive the requirement for a commencement conference. No work may be performed by the Contractor until the Commencement Conference has been completed or waived. Attendance by the Contractor's Project Manager shall be mandatory.

3.2 Preparation of Work Order Responses

The Contractor shall prepare work order responses in accordance with SOW Section 6.6, Operation of the Contract. The number of hours for work order response preparation shall be negotiated with the Department during the work order process.

3.3 All Appropriate Inquiries / Phase I Environmental Site Assessments (ESAs)

The Contractor shall conduct a Phase I Environmental Site Assessment (Phase I ESA) in accordance with the most recent versions of EPA's All Appropriate Inquiries (AAI) consistent with **Innocent Landowners, Standards for Conducting All Appropriate Inquiries, Final Rule** identified in 40 CFR Part 312, and ASTM International Standard E1527, Standard Practice for Environmental Site Assessments, Phase I Environmental Site Assessment Process. The Phase I ESA/ AAI shall meet the **objectives and standards** identified in this rule. Each Phase I ESA/ AAI report must be a stand-alone document that meets all the requirements for a Bona Fide Prospective Purchaser liability defense.

3.3.1 Scope of Services for a Phase I ESA

Each Phase I ESA/ AAI shall include, but are not limited to, the following tasks, to the extent necessary to achieve the objectives and performance factors:

- (1) Interviews with past and present owners, operators, occupants and Report Users.
- (2) Review of historical sources of information.
- (3) Review of Federal, State, Tribal and local government records; In addition to the minimum requirements of ASTM E1527-13 and AAI, the Government Records Review shall include a review of LDEQ's Electronic Data Management System (EDMS) to attempt to identify if any Agency Interest (AI) identification numbers have been assigned to any part of the subject property. The use of wild card searches in the AI Lookup module is strongly encouraged; the methods performed and the results of the research (screen shots) shall be discussed and included in the final report. If any AI number(s) exist(s), the records shall be briefly reviewed as part of the Government Records Review and findings discussed in the final report.
- (4) Visual inspections of the facility and adjoining properties.
- (5) Specialized knowledge or experience on the part of the party requesting the Phase I ESA/ AAI.
- (6) The relationship of the purchase price to the value of the property, if the property were not contaminated.

- (7) An evaluation of vapor migration per ASTM E2600-15.
- (8) Commonly known or reasonably ascertainable information about the property.
- (9) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation.
- (10) If recognized environmental concerns are identified, specific recommendations for additional assessment activities.
- (11) Comment on the necessity of further research into any of the listed Non-Scope Considerations to adequately assess the business risks associated with acquisition and development of the subject property. The discussion of business risks shall include a comment, as appropriate, on the measures that may be required by a future owner to prevent or limit human, environmental, or natural resource exposure to known or suspected substances, pollutants, or contaminants.
- (12) In addition to the scope of work outlined in ASTM 1527-13, the Phase I shall consider lead and asbestos contamination based on the history of the site and a visual survey during the site inspection.
- (13) Unless otherwise specified by LDEQ, the selected Contractor will also be responsible for the items listed as “User’s Responsibilities” in the ASTM E1527-13 standard, specifically:
 - Title Report;
 - Searches for recorded environmental cleanup liens and Activity and Use Limitations (AULs); and
 - Commonly Known or Reasonably Ascertainable Information (beyond what is provided by the Site Applicant).
- (14) The Contractor shall provide an EDR® report (or equivalent). Reports may be required at the following levels of information depending on the information provided by the requester:
 - Report Level 1 (EDR® Basic Package or equivalent)
 - Report Level 2 (EDR® Standard Package or equivalent)
 - Report Level 3 (EDR® Premium Package or equivalent)

Per EPA requirements for Phase I ESA performed using funding from EPA’s Brownfield and Land Revitalization Program, the Phase I ESA Report will include (see EPA All Appropriate Inquiries: Reporting Requirements - Checklist for Assessment Grant Recipients for more information):

- An **opinion** as to whether inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in or to the subject property.
- An identification of “significant” **data gaps** (as defined in Section 312.10 of AAI Final Rule and Section 12.7 of ASTM E1527-13), if any, in the information collected for the inquiry, as well as comments regarding the significance of these data gaps. Significant data gaps including missing and unattainable information that affects the ability of the Environmental Professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as

applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in or to the subject property.

- **Qualifications and signature** of the Environmental Professional(s) per AAI.
- An opinion regarding **additional appropriate investigation**, if warranted based on the results of the Phase I ESA/ AAI.

3.3.2 Reporting

The Contractor shall prepare and submit to LDEQ, Phase I ESA/ AAI reports. Phase I ESA reports shall be prepared in accordance with EPA's AAI and ASTM E1527-13. All Assessment Reports shall be submitted to LDEQ within 45 days³ after the work order is approved unless LDEQ grants an extension in writing. LDEQ may require revisions to the report, as necessary. The revised report must be submitted to LDEQ within seven (7) days after LDEQ notifies the Contractor of the necessary revisions. The assessment report must be approved by LDEQ prior to payment. Although LDEQ has the option of commenting on the report to note discrepancies, request clarification or make the report more accessible to the general public, the content, conclusions and recommendations are the responsibility of the Environmental Professional signing the report.

3.4 Site Investigations

The Contractor shall conduct Site Investigations in accordance with the methods described in LDEQ's Risk Assessment/Corrective Action Program (RECAP) which can be found at <https://www.deq.louisiana.gov/page/recap>. It is expected that the Contractor will, with reasonable assumptions, be able to adequately document in the final report at the completion of the work that either:

- a. Sufficient environmental investigations have been conducted to determine that there is no further suspicion of an environmental condition requiring remediation or other further action; or
- b. The environmental investigations have found concentrations that exceed RECAP Screening Standards and the Environmental Professional will provide detailed recommendations as to what additional investigations or analysis would be required to better understand and delineate any environmental risks to proposed reuse of the subject property or propose cleanup options to mitigate the risks involved with the elevated concentrations.

Site Investigations may include, but are not limited to, the following tasks:

3.4.1 Preliminary Activities

The Contractor shall:

- a. Perform site reconnaissance by inspecting the site, preparing scaled site sketches, maps and photographs as directed, verifying sample locations, and conducting interviews;
- b. Review the Department's files to determine the results of any previous investigations; and
- c. Collect site-specific information including:

³ All timeframes in this document are **calendar** days unless otherwise specified.

- i. Current activities at the site; and
- ii. Topographic and hydrogeologic information pertinent to the site;

3.4.2 Preparation of Plans

The Contractor shall prepare the following which may include but are not limited to:

3.4.2.1 Sampling and Analysis Plan (SAP):

- [1] Title page;
- [2] Site history;
- [3] Field activities and sampling procedures;
- [4] Sample rational and locations (including figures drawn to scale);
- [5] Parameters to be analyzed;
- [6] Field documentation;
- [7] Decontamination of equipment; and
- [8] Disposal of investigation derived wastes (IDW).

The Contractor may be required to implement LDEQ's site-specific SAP instead of preparing one.

3.4.2.2 Site-specific Health and Safety Plan; and

3.4.2.3 EPA Quality Assurance Project Plan:

EPA requires a Quality Assurance Project Plan (QAPP) for any EPA-funded project that involves data collection. **NO SITE INVESTIGATION ACTIVITIES INVOLVING DATA COLLECTION SHALL COMMENCE PRIOR TO EPA'S APPROVAL OF THE QAPP.** Each site will require a full, stand-alone, site-specific QAPP. **Preparation and use of a generic QAPP is not included in the contract.**

For each Site Investigation, Contractor will prepare an EPA-approved Quality Assurance Project Plan (QAPP) and complete EPA's QA G-5 QAPP Guidance checklist for all data collection activities to be conducted as part of the investigation. The Contractor may choose to either:

- Prepare a standalone QAPP that follows, in order, EPA's QAPP Guidance checklist along with a completed EPA QAPP Guidance checklist; or
- Opt to complete the EPA QAPP checklist noting where each line item can be found in the SAP (note: additional sections may need to be added to the SAP in order to include all the information required in the QAPP).

In either case, all QAPP checklist items must be addressed and the section where the information can be found noted on the QAPP checklist or a reason must be given as to why the checklist item is not applicable to the investigation in the comment section of the QAPP checklist.

3.4.3 Sampling

The Contractor shall conduct field sampling activities and/or drilling/coring activities necessary to collect, preserve, label, package and deliver samples to be analyzed by an LDEQ-accredited laboratory (this may include site preparation as necessary); and prepare all documents relevant to sample submission. The Contractor shall provide all sample containers, chemical preservatives and all supplies and equipment necessary to conduct sampling as required.

3.4.3.1 Direct Push Coring

As directed by LDEQ, the Contractor shall use direct push coring to push samplers to the depth of interest or to the depth of refusal, whichever is less. Direct push technology will be used to advance a sampling device into relatively shallow, unconsolidated geologic material for the purpose of retrieving soil, groundwater, and/or vapor samples. The depth of sampling points typically will not exceed 30 feet. The following direct push technologies are acceptable for use under this contract: Cone Penetrometer, Hydro-Punch, Geo-Probe, Enviro-Core, Strato-Probe, or other LDEQ-approved equipment. The Contractor shall provide all necessary supplies and equipment including, but not limited to, new liners, pre-packed well screens, and well screen and casing appropriate for sampling.

The Contractor shall (as described in the SAP):

- [1] Measure and record the location of each direct push core to plus or minus (\pm) 0.1 foot;
- [2] Measure and record the surface elevation of each direct push core location to plus or minus (\pm) 0.1 foot North American Vertical Datum (NAVD);
- [3] Collect Global Positioning System (GPS) data for each sample location (except for certain QA/QC samples which do not come from a specific location, such as trip blanks, rinsates, etc.); All GPS data must have accuracy equal to, or better than, three meters (3m) 2DRMS (Distance Root Mean Squared);
- [4] Prepare boring logs identifying soil types, lithology, organic vapor measurement data, secondary soil features and visual and olfactory observations;
- [5] Record logs using the Unified Soil Classification System (ASTM D2487);
- [6] Collect soil cores using a direct push soil sampling device with a new clean liner;
- [7] Measure and record the depth at which groundwater is first encountered;
- [8] Develop temporary wells;
- [9] Gauge the temporary well for final water level measurement;
- [10] Collect soil and/or groundwater samples per the Department-approved SAP; and
- [11] Plug all borings with bentonite/cement grout.

When sampling activities are completed, the Contractor shall remove the equipment and plug and abandon the borehole(s) in accordance with the latest versions of the LDEQ and Louisiana Department of Transportation and Development (LDOTD)/ Louisiana Department of Natural Resources (LDNR) *Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook*. The Contractor shall decontaminate equipment following the decontamination procedures listed in the current version (at the time of sampling) of EPA's SW 846, Solid Waste Manual. If the equipment used to install the sampling point generates IDW, the Contractor shall properly containerize the IDW and handle it according to the SAP section on IDW.

The Contractor shall also provide direct push coring equipment capable of coring in areas of limited clearance or inside buildings. The device provided must be able to be transported through an area of limited clearance no larger than seven feet high by six feet wide (e.g., a doorway), and must not require an area of more than eight feet in height for operation.

3.4.3.2 Monitoring Well Installation and Sampling

The Contractor shall provide a conventional environmental drill rig (hollow-stem auger), complete with all materials, supplies and equipment, including but not limited to new liners, split spoon samplers, pre-packed well screens, well screen and casing, necessary to perform soil boring/sampling and monitoring well installation and all personnel necessary for its operation and supervision.

The Contractor shall use conventional drilling methods to install soil borings and monitoring wells in accordance with the SAP. Hollow-stem auger drilling technology or other Department-approved technology will be used to advance a sampling device into relatively shallow, unconsolidated geologic material for the purpose of retrieving soil cores and installing groundwater monitoring wells. The depth of soil borings and well installations typically will not exceed 30 feet. The Contractor shall install 2-inch or 4-inch wells as described in the SAP.

The Contractor shall (per the SAP):

- [1] Measure and record the location of each monitoring well location to plus or minus (\pm) 0.1 foot;
- [2] Measure and record the surface elevation of the borehole or monitoring well to plus or minus (\pm) 0.1 foot (NAVD);
- [3] Collect Global Positioning System (GPS) data for each sample location (except for certain QA/QC samples which do not come from a specific location, such as trip blanks, rinsates, etc.); All GPS data must have accuracy equal to, or better than, three meters (3m) 2DRMS (Distance Root Mean Squared);
- [4] Prepare boring logs identifying soil types, lithology, secondary soil features, visual and olfactory observations, and the presence of contamination;
- [5] Record logs using the Unified Soil Classification System (ASTM D2487);

- [6] Collect soil cores per the SAP;
- [7] Measure and record the depth at which groundwater is first encountered;
- [8] Install, upgrade, repair or remove well or surface completion (standard or flush mount), as necessary;
- [9] Develop the well;
- [10] Gauge the well for final water level measurement;
- [11] Collect groundwater samples per the Department-approved SAP;
- [12] Register each well per State regulations;
- [13] Install a well information plate on all permanent wells installed.

3.4.3.3 Monitoring Well Plugging and Abandonment

Unless otherwise instructed by the Department, the Contractor shall plug and abandon all wells in accordance with the most recent regulatory standards and guidance.

3.4.3.4 Aquifer Characterization

If directed in the site-specific work order, the Contractor shall conduct aquifer characterization and determine the groundwater classification in accordance with RECAP Appendix F.

3.4.3.5 Additional Investigation Activities

In addition to soil and groundwater sampling, site investigations may include:

- Sampling for lead-based paint.
- Sampling for asbestos-containing materials.
- Mold survey or inspections.
- Other environmental activities to help facilitate the reuse of the site.
- Other EPA Eligible Planning Activities under EPA Brownfield Assessment funding.

3.4.3.6 Analytical Testing

The Contractor shall be responsible for the analysis of the samples collected during site investigation activities. The Contractor or Department-approved subcontractor shall be capable of providing the required analyses and methods, including geotechnical analyses, indicated in Attachment 2, Schedule of Prices B. The Contractor shall promptly notify the Department if laboratory-related problems cause a schedule delay. Additionally, the Contractor will notify the Department TBA Project Manager in writing so that she or he can take corrective action as necessary. LDEQ will not pay for costs associated with laboratory errors.

The Contractor shall use a laboratory accredited by the Department's Environmental Laboratory Accreditation Program to perform the analyses and methods in Attachment 2, Schedule of Prices B. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of Louisiana Administrative Code (LAC) 33:I.5313 and the standard currently adopted by The National Environmental Laboratory Accreditation Conference (NELAC) Institute (TNI Standard). Information

regarding the Louisiana Environmental Laboratory Accreditation Program (LELAP) can be found at: <http://deq.louisiana.gov/page/la-lab-accreditation>.

3.4.3.7 Equipment

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 Occupational Safety and Health Administration (OSHA) requirements. All instrumentation must be in sound working condition and calibrated prior to use. Examples of equipment which may be necessary to this scope of work include but are not limited to:

- X-ray fluorescence (**XRF**) spectrometer
- Transducer
- Water level indicator
- Photo ionization detector (PID)
- Other equipment/supplies as required to execute work orders

3.4.3.8 Reporting

The Contractor shall submit for the Department's review and approval, a Site Specific Investigation and/or RECAP Evaluation Report (Screening Option or Management Option 1 or 2), as directed by the Department Project Manager in accordance with LAC 33:I, Chapter 13 [Risk Evaluation/Corrective Action Program (RECAP)], Appendix B.

All Assessment Reports shall be submitted to LDEQ within 45 days after completion of sampling at the site (this includes laboratory analysis and reporting time). LDEQ may require revisions to the report, as necessary. The revised report must be submitted to LDEQ within seven days after LDEQ notifies the Contractor of the necessary revisions. **The assessment report must be approved by LDEQ prior to payment.**

All laboratory analyses must be accompanied by a summary report. The requirements for the summary report can be found in the RECAP Guidance Document and Exhibit A, Submittal Requirements for Analytical Data. The laboratory must be able to produce a fully supported data package, and Contractor shall authorize the laboratory to release said package, if requested by the Department. The ability to produce the fully supported data package will be required for seven (7) years from the date of analysis.

3.5 Underground Storage Tank (UST) Closure and Removal

If necessary to determine if a leak has occurred as part of a Site Investigation, the Contractor shall close and remove underground storage tanks in accordance with the methods described in the most recent edition of LDEQ's Underground Storage Tank Closure/Change-In-Service Guidance Document (UST Guidance Document; <http://deq.louisiana.gov/page/underground-storage-tank>). The Contractor shall be responsible for all equipment, personnel, analysis, supplies, transportation, and disposal necessary to complete all closure requirements.

3.5.1 Pre-Closure Site Visit (Prior to Tank Removal)

The Contractor shall perform one site visit per site prior to completing tank closure activities. The LDEQ Project Manager shall be contacted and present for the pre-closure site visit. The Contractor shall observe site conditions and determine the number of tanks and sizes. If possible, all tanks must be gauged at this time to determine tank contents and volume. If tank fluids are present during the pre-closure site visit, the Contractor will indicate Pre-Closure Tank Fluid Removal in the work order response. The types of analyses and the number of samples collected must be included in the work order response. The work order response must also include cost estimate for closure prepared based on this pre-closure site visit.

3.5.2 Pre-Closure Tank Fluids Removal

The Contractor shall ensure each tank is emptied of tank product and/or water prior to conducting any tank removal closure activities. This will only be required if product and/or water are contained in the tank prior to closure activities and based upon gauging of the tanks during the pre-closure site visit. The Contractor shall remove all product and tank fluids for transport to a disposal/recycling facility, including preparing and submitting fluid removal report and copies of manifest.

3.5.3 Tank Closure Procedures

All UST closures shall be supervised by a LDEQ UST Certified Worker. The Contractor must submit the Notification of Intent to Perform a Closure on an Underground Storage Tank System form (DEQ UST-SURV-01). In some cases where non-registered tanks are discovered, the Contractor will be required to complete a UST REG-01 form to register to close tank(s). The Contractor will be responsible for having utilities marked prior to site mobilization and initiation of site work. Surface material such as concrete and/or asphalt should be removed for proper disposal or recycling by the Contractor. The Contractor is required to ensure each tank is emptied, cleaned, purged or inert, and evaluated for oxygen concentration levels before a tank is safe to remove from the excavation. Tank lower explosive limits (LEL) readings must also be recorded. The Contractor shall follow all applicable OSHA requirements. The Contractor shall be responsible for disposing of any remaining products, tank waters and wash waters including transport to a Department-approved disposal/recycling facility and preparation/ submittal of manifest documents. The Contractor shall ensure the tanks are labeled prior to removing from the site. The Contractor must properly dispose of tanks in accordance with all applicable federal, state, and local regulations, including preparing and providing copies of manifest. For fiberglass reinforced plastic (FRP) tanks, the tanks should be crushed in a roll-off box container on-site for transport to a disposal facility. The Contractor shall remove and cap all vent lines extending above ground, remove all release detection devices (RDDs), and ensure product lines are emptied and removed, if necessary.

Sample collection should follow the requirements described in Section 4 of the UST Guidance Document. In addition, any sample location deviations must be done in accordance with Section 5 of the UST Guidance Document and discussed with and approved by the LDEQ Project Manager prior to conducting the work. **The following additional sample requirements include QA/QC samples which shall be collected for each method for each site as follows:**

- One duplicate,
- One matrix spike, and
- One matrix spike duplicate

The Contractor is responsible for transporting or shipping all samples to an LDEQ-accredited laboratory for analysis within the appropriate analytical method holding times.

Contractor must follow applicable LDEQ notification requirements if evidence of a release from a UST system is discovered.

The Contractor may place all backfill back into the tank hold unless otherwise directed by the Department. Prior to placing backfill in the tank hole, geotextile fabric, Visqueen or similar will be placed in the tank hole to delineate backfill from natural soils.

The Contractor must have fill material ready for immediate use prior to tank closure activities. Unless otherwise directed by the Department, the Contractor must fill any and all excavation areas back to grade with clean fill material as soon as possible and fill must be compacted prior to leaving the site. The Contractor will not be required to replace or repair any surfaces (i.e. concrete, asphalt, rock, gardens, landscaping, etc.) removed or damaged during tank removal. However care must be taken into consideration during closure activities for unnecessary removal or damage of property.

The Contractor shall remove all dispenser(s) for proper disposal and/or recycling. Once the dispenser is removed, the Contractor shall clean and remove each product line.

3.6 Additional Site Investigation

Following completion of the initial site investigation and RECAP evaluation, the Department **may** request additional sampling and/or UST removal based upon results of the initial site investigation. If requested, the Contractor shall submit an *Additional Site Investigation Work Plan* with additional sample rationale and locations, and parameters to be analyzed in accordance with Section 3.4.2. The additional sampling will be assigned in the site-specific work order.

The Implementation of the Additional Site Investigation Work Plan, and Evaluation and Interpretation of Data task shall include all activities and resources necessary to complete this task in accordance with Section 3.4 and 3.5.

The results of additional sampling shall be submitted in an *Additional Site Investigation Report* in accordance with Section 3.4.3.8 and if applicable, the UST Closure Report per Section 3.5.3, which shall include any necessary amendments to the approved RECAP evaluation.

3.7 Waste Characterization and Profiling

The Contractor shall containerize, characterize into a suitable waste stream and dispose of all hazardous and/or non-hazardous investigation derived waste (IDW) generated from the site work in accordance with applicable laws, regulations, ordinances and codes. All characterization and profiling of waste 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. Costs associated with the characterization and profiling of waste material are eligible expenses under this contact.

3.8 Transportation and Disposal of Investigation Derived Waste (IDW)

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

The Contractor shall be responsible for providing IDW containers. The Contractor shall arrange for transport of all investigation-derived waste to a permitted disposal facility and shall provide all manifest forms and bills of lading to the Department Project Manager. The disposal facility shall be approved by the Department Project Manager.

3.9 Corrective Action Plan Development and/or Analysis of Brownfields Cleanup Alternatives

Based on site investigation activities, the Contractor shall prepare a Corrective Action Plan (CAP) capable of providing remediation of all phases of contamination in affected media which exceed RECAP standards or environmental conditions that present a barrier to reuse of the property (e.g. lead-based paint; asbestos in building materials; etc.). The Contractor may be asked to develop remedial alternatives based on site-specific information. The Corrective Action Plan shall include conceptual plans for implementation, with projections for the time required to complete remediation and the basis for the projections. Diagrams are to be drawn to scale with a bar scale and north arrow and designate the areas to be treated, the location(s) and type(s) of treatment equipment to be used. The CAP will also include an estimate of cleanup cost options based on future uses and redevelopment plans.

If requested by the Department, the Contractor shall prepare an Analysis of Brownfields Cleanup Alternatives (ABCA). The ABCA must include:

- Information about the site and contamination issues (e.g., exposure pathways, identification of contaminant sources, etc.), cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
- At least three (3) cleanup options including a “no action” option.
- Effectiveness, implementability, and cost of each proposed cleanup alternative.
- An analysis of reasonable alternatives including no action. An analysis of cleanup alternatives must include considering a range of proven cleanup methods including identification of contaminant sources, exposure pathways, and an evaluation of corrective measures. The cleanup method chosen must be based on this analysis.
- Effect of climate change on the proposed cleanup alternatives.
(www.epa.gov/sites/production/files/2015-09/documents/epa_oblr_climate_adaptation_checklist.pdf)

3.10 Attend Public Meetings

The Contractor Representative shall attend public meetings as requested by LDEQ to answer questions from the community and local officials regarding the site investigation.

3.11 Additional Environmental Services

Site specific conditions could necessitate the need for additional 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.

4.0 PROJECT SCHEDULE

The project schedule shall be determined on an individual work order basis. After acceptance of the work order response, the Department *typically* allows no more than:

- 45 days for preparation of Phase I ESA / AAI
- 15 days for preparation of Sampling and Analysis Plans (SAP)
- 80 days for completion of Site Investigations
- 45 days after completing sampling activities at a site for preparation of assessment report
- 45 days for Corrective Action Plan (CAP) Development
- 21 days for completion of Analysis of Brownfields Cleanup Alternatives (ABCA)

However, specific project timeframes and deadlines will be handled on a case-by-case basis and will be determined on each work order issued by the Department.

5.0 MINIMUM QUALIFICATIONS AND RESPONSIBILITIES 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 investigations and developing remediation option plans. Education and experience requirements shall include, but are not limited to:

- At least one member of the data collection team (e.g. Project Manager and/or Scientist) shall qualify as an Environmental Professional per EPA AAI.
- Scientists shall have a Bachelor's degree in an applicable environmental field and a minimum of three (3) years of experience which includes work related to site investigations, sampling procedures, analytical methodologies, and/or remediation options.
- The Quality Assurance Project Officer/ Quality Assurance Manager shall have experience as shown on the resumes with Quality Assurance requirements for EPA-funded

investigations and shall **not** be responsible for or oversee any data collection activities beyond verifying compliance with the Quality Assurance Project Plan.

- The Project Team shall include at least one engineer or geologist qualified to log boring samples.
- At least one member of the project team shall be a licensed Professional Geoscientist in the State of Louisiana.

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 Department reserves the right to approve the person assigned as Project Manager. The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the Department Project Manager informed of the project status through written monthly progress reports and informal communication.

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

5.1 Labor Category Responsibilities

Labor Category Title	Responsibilities
Project Manager	Oversee implementation of the project; ensure all LDEQ and EPA requirements are met; manage contract-related documents; prepare work order responses; manage projects; prepare cost estimates for notices to proceed; administer the contract; prepare and review reports; conduct field work as approved; and execute other tasks as assigned.
Quality Assurance Manager/ Quality Control Officer/ Quality Assurance Project Officer	Prepare QAPPs and QA reports. Responsible for independent review of all project activities and deliverables and supporting the resolution of any identified QA issues. Review data collection activities to ensure that all data is of sufficient quality to meet its intended use. Has authority to suspend project activities if quality requirements are not being met.
Scientist (Chemist, Biologist, Geologist, Engineer, Toxicologist, etc.)	Assist with the preparation of work order responses. Conduct and oversee field work. Review and evaluate analytical data, prepare reports. Review and evaluate QA documents and processes.
Technician	Review project data, prepare reports under supervision, provide technical consultation and support including surveying, asbestos and lead-based paint inspections, and field work.
AutoCAD Designer/ Drafter/ Graphics Designer	Prepare technical drawings, site maps, plans, and other project related graphics.

Labor Category Title	Responsibilities
Professional Land Surveyor	Locate, describe, set and map the boundaries and corners of a parcel of land; may also include mapping of the topography of the parcel, location of sampling locations and wells, or other improvements.
Administrative/Clerical Support	Prepare invoices, assist with procurement, print and compile reports under supervision, support the Project Manager, and other paraprofessional and general office duties related to work conducted under this contract.
Expert Witness	Provide expert testimony regarding validated data at judicial hearings.

With the exception of the Project Manager, activities noted above may be performed by a subcontractor approved by the LDEQ Project Manager, in accordance with the rate provided in the contract.

6.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. 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 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 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's responsibility shall be to ensure that all subcontractors have the expertise necessary to perform project tasks as specified in the contract.

- (2) Communications, including scheduling and participation in meetings and conference calls, reporting problems encountered in performing this work, and notifying the Department of schedule delays, additional costs, and/or corrective action relating to the sampling activities;
- (3) Contract administration including but not limited to:
 - (a) invoicing;
 - (b) changes to Work Orders or the contract;
 - (c) resolving disputes between the Contractor and the Department; and
 - (d) compliance by the Contractor with all contract clauses and conditions;

- (4) Record-keeping;
- (5) Preparation and submission of submittals and deliverables, including but not limited to the following:
 - (a) proposed methodology and timeline;
 - (b) monthly progress reports; and
 - (c) reports required by each work order.
- (6) Ensuring compliance with the most recent versions of applicable Guidance Documents including but not limited to (most recent versions as of the time of the investigation):
 - (a) EPA's Quality Assurance Guidance for Conducting Brownfields Site Assessments;
 - (b) EPA Guidance for Quality Assurance Project Plans;
 - (c) EPA Targeted Brownfields Assessments, The Basics, Publication Number EPA-560-F-15-192, July 2015;
 - (d) ASTM Standard E 1527-13, Standard Practice for Environmental Site Assessments, Phase I Environmental Site Assessment Process;
 - (e) ASTM Guidance Standard E 1903-11 Standard Guide for Environmental Site Assessments, Phase II Environmental Site Assessment Process;
 - (f) LDEQ's Risk Assessment/Corrective Action Program and if applicable, LDEQ's Voluntary Remediation Program;
 - (g) EPA's Standard and Practices for All Appropriate Inquiries, Final Rule (40 CFR Part 312; 70 FR 66107) November 1, 2005 and subsequent updates and clarifications; and
 - (h) Requirements for Analytical Data (Exhibit A).

6.1 General Site Management

The Contractor shall be responsible for the protection and safety of all workers, materials, equipment, and other property on the site 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 their expense.

Upon completion of site activities, the Contractor shall remove all equipment, all supplies or materials brought to the site (including used/ uncontaminated supplies), non-hazardous contractor-generated trash from the work area and hazardous and non-hazardous investigation derived waste. The Contractor shall dispose of all trash, debris and investigation derived waste generated from the work accomplished at the site in accordance with applicable laws, regulations, ordinances and codes. Any damage to the site caused by the Contractor's operations and/or equipment shall be repaired by the Contractor.

6.2 Progress Reporting by the Contractor

The Contractor shall prepare and submit to the Department Project Manager via email a Monthly Progress Report due by the 10th working day of each month which includes:

- (1) Contractor's name, address, and the name of the Contractor's Project Manager;
- (2) Department's LaGov number and contract title;
- (3) Dates of the reporting period;
- (4) Number and title of the work order(s);
- (5) Amount of funds obligated by approved work orders;
- (6) Amount invoiced on each work order to date;
- (7) Remaining balance of the contract;
- (8) Breakdown of the amount invoiced from DBEs (WBEs and MBEs), Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships, and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation; and
- (9) For each work order: A description of all work completed during the preceding month, the status of the work in progress, deliverables submitted/approved, any environmental problems identified in the field needing further investigation and/or corrective action by the Department, problems experienced, requested or approved changes in personnel, and the effect of problems/changes on the due dates of deliverables. (If progress payments will be requested during the performance of a work order, the information in the Monthly Progress Report must clearly support the Contractor's request for payment for the corresponding billing period.)

The Monthly Progress Report must be sent by the Contractor's Project Manager. The format of this report may be determined by the Contractor, however, the Department reserves the right to require format revisions.

6.3 Deliverables

Deliverables as detailed in individual work orders and directed by the Department shall be prepared by the Contractor and submitted to the Department Project Manager. Deliverables may include but are not limited to:

- (1) All Appropriate Inquiries (AAI) / Phase I Environmental Assessment Reports;
- (2) Sampling and Analysis Plans (SAPs);
- (3) Quality Assurance Project Plans (QAPPs);
- (4) Site Investigation and/or RECAP Evaluation Reports;
- (5) UST Closure and Removal Forms as applicable [UST Notice of Intent to Perform Tank Closure Form (DEQ UST-SURV-01) and UST Closure Assessment Reports including Pre-Closure Tank Fluid Reporting (DEQ UST-SURV-02)];
- (6) Additional Site Investigation Work Plan (as necessary);
- (7) Additional Site Investigation Report (as necessary);
- (8) Corrective Action Plans;
- (9) LDEQ's Electronic Data Deliverable (EDD), if requested;
- (10) Analysis of Brownfields Cleanup Alternatives Reports; and

- (11) Additional deliverables as required by work order specifications including documents required under the Voluntary Remediation Program.

The Contractor shall provide written reports, at least one bound original and one (1) hard copy, and one (1) copy in PDF format [one PDF file with appropriate bookmarks for each major section/appendix delivered either on a thumb drive or via electronic delivery (e.g. email, DropBox, other File Transfer Protocol (FTP) service)] for review and approval by the Department Project Manager. Additional hard copies may be requested by the Department depending on the project. The Department will review each deliverable, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance. Note that the Department may issue multiple rounds of comments if the initial comments are not adequately addressed. Upon completion of the contract, the Contractor shall return all materials provided by the Department for use during this contract.

6.3.1 General Report/ Deliverable Requirements:

Reports shall conform to RECAP Appendix B and include:

- The cover page shall include the applicable LDEQ LaGov contract number, Work Order number and the EPA-LDEQ Cooperative Agreement number – to be provided by LDEQ Project Manager; and
- All reports shall include the following statement in the inside cover or on the Table of Contents page:

“The [Phase I Environmental Site Assessment (ESA)/ All Appropriate Inquiries; Phase II Environmental Site Assessment (ESA); etc.] reported herein was funded wholly or in part through a cooperative agreement between the Environmental Protection Agency’s (EPA’s) Brownfield and Land Revitalization Program and the Louisiana Department of Environmental Quality’s (LDEQ’s) Brownfields Program (EPA Cooperative Agreement No. XXXXX). The contents of this document do not necessarily reflect the views and policies of the EPA or the LDEQ, nor does the EPA or LDEQ endorse trade names or recommend the use of commercial products mentioned in this document.”

In addition, Cover Sheets for Phase I Reports shall include:

- Prepared for: Louisiana Department of Environmental Quality and [Name of Site Applicant]
- The following clause:

This report meets the U.S. Environmental Protection Agency’s (EPA’s) All Appropriate Inquiry (AAI) requirements through [DATE 1 YEAR FROM START OF PHASE I DATA COLLECTION ACTIVITIES]. After [DATE], this report no longer meets EPA AAI for liability protection. After [DATE 180 DAYS FROM START OF DATA COLLECTION FOR PHASE I], portions of the report may need to be updated in order to maintain compliance with AAI.

Electronic copies of all reports shall be in PDF format (one PDF of each complete document) and include appropriate bookmarks for the following:

- Cover Page
- Table of Contents
- Each major section in the text
- The Tables Section
- The Map section
- Each Appendix

In accordance with LDEQ's grant agreement with EPA, hard copy reports shall be double-sided and printed on recycled paper.

Hard copies of all final reports shall be bound with a label along the binding (spine) which includes the Report title, month and year, the LDEQ LaGov contract and Work Order numbers and the EPA-LDEQ Cooperative Agreement number. Tabs shall be inserted for easy reference to tables, site photographs, maps, and appendices.

6.4 Health and Safety

The Contractor is responsible for the health and safety of their employees and subcontractors during the performance of all activities required by this contract. They shall maintain and comply with a Health and Safety Plan (H&SP) consistent the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended; all applicable EPA Orders including EPA Order 1440.3; all Occupational Health and Safety Administration requirements including 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. The H&SP shall be made available for Department review upon request.

6.5 Project Specific Laws and Regulations

The Contractor shall, on their own time and at their own expense, secure all permits, licenses, and certificates that may be required of their organization by law for the performance of the requirements of the contract. The Contractor, on their own time and at their own expense, shall possess and maintain throughout the contract term a Louisiana State Contractors License (prime) and a Louisiana Water Well Driller's License (prime or sub).

The following Contractors License classification or sub-classifications are acceptable:

- Hazardous Materials,
- Hazardous Materials Cleanup and Removal,
- Hazardous Materials Site Remediation, or
- Hazardous Waste Treatment or Removal.

In addition, the Contractor (prime or sub) shall possess a current Louisiana UST Certificate (Certified Worker) for Closures at the time of the RFP submittal and shall maintain this license throughout the term of the contract.

At least one member of the Project Team shall hold a valid Professional Geoscientist license in the State of Louisiana.

The Contractor shall use a laboratory on LDEQ's accredited list to conduct analytical testing. In accordance with LAC 33:I.4501 through 5915, LDEQ shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP. A list of accredited laboratories can be found by going to <https://internet.deq.louisiana.gov/portal/divisions/lelap/accredited-laboratories>.

The Contractor shall perform tasks related to monitoring wells in accordance with the:

- (1) LAC 56 Part I Water Wells; and
- (2) The most recent version of the LDOTD/ LDEQ/ LDNR *Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook* and the LDNR *Water Well Rules, Regulations, and Standards*.

6.6 Operation of the Contract

Specific sites have not been predetermined; therefore, site locations and conditions will be described in Work Orders. In addition to the tasks indicated in SOW Section 3.0, the Contractor may be requested to perform additional tasks related to the Targeted Brownfields Assessment Program provided existing contract rates could be utilized. 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 to the Contractor signed by the Department's Project Manager (or her/his designee). The Work Order will include 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 will review the Work Order and submit a written response to LDEQ within the number of days specified in the Work Order including:
 - (a) The name(s) of the individual(s) and their Labor Category 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 needed to complete the work described in the Work Order (e.g., the number of work hours, subcontractor costs, lab analysis costs, travel expenses and mileage) and the total estimated cost for completion of the Work Order. Work Orders for Site Investigation and UST Removals shall identify the tasks to be performed (Sections 3.4 & 3.5) and estimate of the level of effort within each task.
 - (c) The Contractor shall ensure that there are no conflicts with any companies involved in the project/site [including Potentially Responsible Parties (PRPs)] and their

environmental consultants; the Contractor shall provide either a statement stating they have no conflicts with any companies involved in the project/site or a statement describing the Contractor's relationship with any company or PRP.

- (3) The Department will review the Contractor's response, request clarification or further information as necessary, negotiate the level of effort proposed as necessary, and determine the acceptability of any identified relationships between the Contractor and any companies named in the Work Order. Acceptance or rejection of the Contractor's response will be provided in writing, signed by the Department Project Manager.
- (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 LDEQ within the established time limits. It is the responsibility of the Contractor to plan and organize their time efficiently in order to meet LDEQ deadlines and provide a complete set of deliverables for each Work Order. Any additional work or costs not addressed in the Work Order shall be approved by LDEQ prior to the Contractor performing the work and/or incurring additional costs. 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 Department shall determine the acceptability of 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 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.

7.0 DEPARTMENT RESPONSIBILITIES

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

- (1) Provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);
- (2) Provide the Department materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (3) Issue Work Orders;
- (4) Review and accept, negotiate or reject Contractor's responses to Work Orders (including cost estimates); and
- (5) Review, require revision 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 reserves the right to reject deficient work.

8.0 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 telephone and email communication, site inspections, meetings and review of Monthly Progress Reports;
- (2) Ensuring that deliverables are submitted within the timeframe of the contract; and
- (3) Reviewing, requiring correction as necessary, and approving all deliverables and submittals.

9.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work and related approved Work Orders according to the rates specified in Attachment 2, Schedule of Prices A, B, C, D and E. Payment may be requested by the Contractor upon successful completion of each Work Order task and acceptance of the Work Order task deliverable by the Department. Progress payments may be made at the discretion of the Department's Project Manager as individual tasks are completed.

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

The Department shall not guarantee performance of the maximum number of units included by the Contractor in their 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.

9.1 Payment for Commencement Conference

Payment for the Commencement Conference shall include all activities and resources necessary for attendance by the Contractor at the commencement conference (approximately two (2) hours) to be held at the Department's Headquarters in Baton Rouge, the Department's Southeast Regional Office, or held via conference call at the discretion of the Department. Payment for the commencement conference shall be made for the actual numbers worked in accordance with the labor category's hourly rate including travel time 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.

Travel *expenses and mileage* for attendance at the conference, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation.

9.2 Payment for Preparation of Work Order Responses

Payment for preparation of work order responses shall be made on an hourly basis in accordance with the labor category's hourly rates provided in Schedule of Prices A. The Department will reimburse for no more than four (4) hours for preparation of work order responses unless otherwise approved by the Department. The Contractor shall not incur travel time, expenses and mileage for preparation of work order response without prior written approval from the Department Project Manager.

9.3 Payment for AAI / Phase I Environmental Site Assessments

Payment for AAI / Phase I Environmental Site Assessments (ESAs) will be based upon approved work orders in accordance with the information presented below.

9.3.1 Payment for Labor and Travel for AAIs / Phase I ESAs

Payment for All Appropriate Inquiries/ Phase I ESA tasks shall be on an hourly basis in accordance with Schedule of Prices A and will be made upon successful completion and approval of each AAI/ Phase I ESA. Payment shall be made for the actual number of hours worked in accordance with executed Work Orders.

Travel *expenses and mileage* for performance of AAIs/ Phase I ESA, as approved in work orders, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation.

9.3.2 Payment for EDR[®] or Equivalent Report for AAIs/ Phase I ESA

Payment for EDR[®] or equivalent reports shall be on a per report basis, in accordance with the unit rate provided in Schedule of Prices A, based upon the different levels described in Section 3.3.1:

- **Report Level 1** (EDR[®] Basic Package or equivalent)
- **Report Level 2** (EDR[®] Standard Package or equivalent)
- **Report Level 3** (EDR[®] Premium Package or equivalent)

9.3.3 Payment for Title Searches

Payment for title searches shall be made at cost. Due to the complexity of title search parameters that price is based on (such as the number of current and past parcels, number of past owners, availability of local records), the Department considers cost reimbursement for title searches to be the most advantageous method for conducting title searches, and to be in the best interest of the State. The title search must meet EPA's AAI and ASTM

E1527-13. Upon receipt of a properly executed invoice which includes documentation of costs from the title search provider, the Department will reimburse the Contractor based on the actual charges incurred for the title search.

9.4 Payment for Site Investigation / RECAP Evaluation

Payment for Site Investigations/ RECAP Evaluations shall include all activities and resources necessary to conduct Site Investigations in accordance with this SOW based upon approved work orders. Monthly progress payments for completed tasks under Site Investigations will be allowed upon successful completion of each Work Order task, upon submittal of supporting documentation. Payment shall be made in accordance with Schedules of Prices A, B, C, D and E.

9.4.1 Payment for Preliminary Activities

Payment for Site Investigation preliminary activities, including but not limited to pre-investigation site visit and collection of background information, shall be made for the actual number of hours worked in accordance with the labor category's hourly rate provided in Attachment 2, Schedule of Prices A.

Travel *expenses and mileage*, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation and shall constitute part of the maximum payable under the contract.

9.4.2 Payment for Preparation of Plans

Payment for preparation of plans [SAP, Health and Safety Plan (HSP), QAPP and Additional Site Investigation Work Plan] shall be made for the actual number of hours worked in accordance with the labor category's hourly rate provided in Attachment 2, Schedule of Prices A.

Travel *expenses and mileage*, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation and shall constitute part of the maximum payable under the contract.

9.4.3 Payment for Sampling

Payment for sampling shall be made for the actual number of hours worked by the personnel conducting field sampling activities in accordance with the labor category's hourly rate including travel time in accordance with Schedule of Prices A. The unit rate shall include all materials described in Section 3.4.3. Travel *expenses and mileage*, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation and shall constitute part of the maximum payable under the contract.

- (1) Coordination of Sampling Activities: Payment for project management coordination of sampling activities shall be made for the actual number of hours worked in accordance with the labor category's hourly rate provided in Attachment 2, Schedule of Prices A.

Travel *expenses and mileage*, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation and shall constitute part of the maximum payable under the contract.

- (2) Personnel for Field Sampling: Payment for personnel conducting field sampling activities, including sampling, logging boreholes, oversight of coring or well installation, etc., shall be made for the actual number of hours worked in accordance with the labor category's hourly rate provided in Attachment 2, Schedule of Prices A.

Travel *expenses and mileage*, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation and shall constitute part of the maximum payable under the contract.

9.4.3.1 Payment for Direct Push Coring

Payment for direct push coring and sampling for locations where only soil samples are required shall be made on a per foot basis in accordance with Schedule of Prices C. The unit rate includes all labor (including Driller and Driller Assistant, as necessary) and all materials, supplies and equipment required for collecting soil corings but does not include cost for materials required to place a well (this is covered in the rate referenced in Section 9.4.3.2).

Payment for direct push coring for locations which require groundwater sampling shall be made on a per foot basis in accordance with Schedule of Prices C. The unit rates shall include all labor and material required for the placement of a well, including, but not limited to well screens, filter sand, and any other material required to place a well.

9.4.3.2 Payment for Monitoring Well Installation and Sampling

Payment for installation and sampling of monitoring wells shall be made on a per foot basis in accordance with Schedule of Prices C. The unit rate shall include all labor (including Driller and Driller Assistant, as necessary) and materials, supplies and equipment for the placement of a well, including, but not limited to well screens, filter sand, and any other material required to place a well.

9.4.3.3 Payment for Monitoring Well Plugging and Abandonment

Payment for plugging and abandonment of wells shall be made on a per foot basis separately from the per foot cost of installation of the wells in accordance with Schedule of Prices C.

9.4.3.4 Payment for Aquifer Characterization

Payment for aquifer characterization shall be in accordance with Schedule of Prices A, B and D, as applicable.

9.4.3.5 Payment for Additional Investigation Activities

Payment for Additional Investigation Activities as described in applicable work orders shall be made in accordance with Schedule of Prices A, B, C, D and E, as applicable, or at cost as approved by the Department Project Manager in the Work Order process.

9.4.3.6 Payment for Analytical Testing

Payment for analytical testing shall be made for the actual number of samples analyzed in 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 will be paid at cost and only if prior authorization has been provided by 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.

Payment for a fully supported data package shall be made at cost.

9.4.3.7 Payment for Equipment

Payment for provision of investigation-related equipment shall be on a per day basis, for the following items, in accordance with Schedule of Prices D. The per day rate shall be all inclusive, including but not limited to efforts to obtain, calibrate, operate, and return the equipment:

- X-ray fluorescence (**XRF**) spectrometer
- Transducer
- Water level indicator
- Photo ionization detector (PID)

Additional equipment not listed in the SOW or Schedule of Prices D may be added in order to conduct Site Investigations. In such case, LDEQ will negotiate a per day cost for the additional equipment prior to issuing the work order.

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>).

9.4.3.8 Payment for Site Investigation and/or RECAP Evaluation Report

Payment for the Site Investigation and/or RECAP Evaluation Report 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.

9.5 Payment for UST Closure and Removal

Payment for regulatory closure and removal of USTs shall be at cost in accordance with Schedule of Prices E; Payment for contractor oversight costs shall be made in accordance with Schedule of Prices A; analysis of samples shall be in accordance with Schedule of Prices B.

9.6 Payment for Additional Site Investigation

Payment for additional site investigation activities shall be made in accordance with Section 9.4 and 9.5, as applicable.

Travel *expenses and mileage*, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation and shall constitute part of the maximum payable under the contract.

9.7 Payment for Waste Characterization and Profiling

Payment for waste characterization and profiling shall be made for the actual number of samples analyzed and collected in accordance with Schedule of Prices B.

9.8 Payment Transportation and Disposal of Investigation Derived Waste (IDW)

Payment for transportation and disposal of investigation-derived waste (IDW) shall be made as follows:

- (1) Payment for 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. Travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation and shall constitute part of the maximum payable under the contract.
- (2) Payment for the actual number of IDW containers used shall be at actual cost.
- (3) Payment for the transportation and disposal of IDW shall be at actual cost with supporting documentation from the transporter, disposal facility and other disposal related costs.

Due to the location of possible sites being anywhere within the State of Louisiana, the proximity of permitted waste disposal facilities to each possible site location and 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.

The disposal facility must be permitted and approved by the Department prior to the Contractor disposing of the waste. Upon receipt of a properly executed invoice which includes documentation

of costs from the transporter, disposal facility and other disposal related costs, the Department will reimburse the Contractor based on the actual charges incurred for waste disposal.

9.9 Payment for Corrective Action Plan (CAP) and/ or Analysis of Brownfields Cleanup Alternatives (ABCA)

Payment for CAP or ABCA development 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.

Travel *expenses and mileage*, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation and shall constitute part of the maximum payable under the contract.

9.10 Payment for Attendance at Public Meetings

Payment for attendance at public meetings shall be made on an hourly basis for the actual number of hours worked, including travel time, in accordance with the labor category's hourly rate provided in Schedule of Prices A. The Attendance at Public Meetings payment item shall include all activities and resources necessary for the performance of this task. LDEQ does not guarantee performance of the maximum number of hours.

Travel *expenses and mileage*, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation and shall constitute part of the maximum payable under the contract.

9.11 Additional Environmental Services

Payment for additional environmental services shall be made as specified in the applicable Work Order for the actual number of hours worked in accordance with the labor category's hourly rate provided in Schedule of Prices A and in accordance with Schedule of Prices B, C, D, and E as applicable or at cost. Other environmental services not specifically listed in the Schedule of Prices will be approved by the Department's Project Manager prior to issuing the Work Order.

Travel *expenses and mileage*, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations PPM 49 upon presentation of required documentation and shall constitute part of the maximum payable under the contract.

9.12 Travel Time, Expenses and Mileage

Travel time, expenses and mileage, as required for individual work orders, shall be included on the Work Order 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 Attachment 2, 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 or meeting location(s) and eight (8) hours of travel from the site or meeting location(s) for each person.

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

10.0 DISADVANTAGED BUSINESS ENTERPRISES (DBES), WOMAN BUSINESS ENTERPRISES (WBES) AND MINORITY BUSINESS ENTERPRISES (MBES)

EPA strongly encourages the participation of Disadvantaged Business Enterprises (DBEs) including Woman Business Enterprises (WBEs) and Minority Business Enterprises (MBEs) in all of its projects. Prospective Contractors are strongly encouraged to make positive efforts to utilize DBE, WBE and MBE subcontractors for a portion of this project. At a minimum, respondents to this RFP must provide a discussion of the efforts undertaken by their firm to solicit participation of DBE, WBE and MBE subcontractors in accordance with EPA's Good Faith Efforts.

DBE participation is not a requirement **but is strongly encouraged by LDEQ**. EPA's Good Faith Efforts are outlined in Attachment 5.

Exhibit A

Submittal Requirements for Analytical Data

The Contractor must be capable of producing two types of data deliverables to meet the requirements of Attachment 1, Statement of Work: a fully-supported data package and a summary report. Refer to the Department's public web page for the Department's Electronic Data Deliverable (EDD) Submittal Requirements Manual and List of Valid Values: <https://deq.louisiana.gov/page/leadms-resource-page>.

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

- Not meeting holding time
- Contractor using incorrect method
- Contractor Quality Control (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 the Department.

The Department 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 shall require submitting all raw data and the associated Contract Laboratory Program (CLP) summary forms or CLP-equivalent summary forms. The summary report shall 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 Quality Assurance/ Quality Control (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 EQUIS Data Processor (EDP) and free of errors. The report must include the laboratory certification number, the date of report preparation, a cross-reference between the Department 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 shall include, 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 Scope of Work (SOW) for more detailed descriptions of the required forms www.epa.gov/superfund/programs/clp/. Custom forms equivalent to the CLP forms shall be acceptable.

EXHIBIT B - SAMPLE WORK ORDER COST ESTIMATE FORM

SITE NAME
ADDRESS

ITEM	UNITS	QUANT.	RATE	DEPTH/ WELL	TOTAL
TASK 1 - ALL APPROPRIATE INQUIRIES					
Labor Category: _____	Hours				
Labor Category: _____	Hours				
TRAVEL (per person)					
Labor Category: _____ (use separate lines for each person)	Hours				
Meals	Meals				
Lodging	Days				
Mileage	Miles				
TASK TOTAL					
TASK 2 - PHASE II OR RECAP ASSESSMENTS					
Site Reconnaissance, Labor Category: _____	Hours				
Sampling Work Plan, Labor Category: _____	Hours				
Oversight of Coring, Soil Sample Collection, Oversight of Monitor Well Installation, Well Development and Well Sampling, Labor Category: _____	Hours				
TRAVEL					
Labor Category: _____ (Use separate lines for each person)	Hours				
Meals	Meals				
Lodging	Days				
Mileage	Miles				
TASK TOTAL					
TASK 3 - UST CLOSURE AND REMOVAL					
Preparation of Closure Paperwork, Labor Category: _____	Hours				
Work Plan, Labor Category: _____	Hours				
Oversight of UST Removal, Soil Sample Collection, Labor Category: _____	Hours				
TRAVEL					
Labor Category: _____ (Use separate lines for each person)	Hours				
Meals	Meals				
Lodging	Days				
Mileage	Miles				
TASK TOTAL					
TASK 4 - ANALYTICAL COST (SOIL AND GROUNDWATER) (Includes Waste Characterization)					
SOIL ANALYSIS					
-	Analysis				
-	Analysis				
-	Analysis				
-	Analysis				
GROUNDWATER ANALYSIS					
-	Analysis				
-	Analysis				
-	Analysis				
-	Analysis				
TASK TOTAL					

ITEM	UNITS	QUANT.	RATE	DEPTH/ WELL	TOTAL
TASK 5 - DIRECT PUSH CORING	Per Foot				
TASK 6 - MONITORING WELLS	Per Foot				
TASK 7 - WASTE DISPOSAL					
Labor Category: _____	Hours				
- Transportation	Cost				
- Disposal	Cost				
TASK TOTAL					
TASK 8 - REPORT					
Report Name					
- Project Manager	Hours				
- Quality Assurance Manager	Hours				
- Scientist	Hours				
- AutoCAD Designer/ Drafter/ Graphics Designer	Hours				
- Clerical	Hours				
TASK TOTAL					
TOTAL TO COMPLETE ALL TASKS:					
Notes:					

**Exhibit C
RECAP Metals**

<u>Parameter</u>	<u>Method</u>
Antimony	6020
Arsenic	6020
Barium	6020
Beryllium	6020
Cadmium	6020
Chromium	6020
Cobalt	6020
Copper	6020
Lead	6020
Mercury	7470A/7471A
Nickel	6020
Selenium	6020
Silver	6020
Thallium	6020
Vanadium	6020
Zinc	6020

The cost for analysis for RECAP Metals shall include all preparation costs.

Exhibit D

Analysis of Brownfields Cleanup Alternatives (ABCA) Requirements

The Analysis of Brownfields Cleanup Alternatives (ABCA) will comply with EPA guidance in order to fulfill EPA Brownfield cleanup grant requirements. The ABCA will consider site characteristics, surrounding environment, land use restrictions, potential future uses, and cleanup goals for each site cleaned up with EPA funding.

The ABCA document shall start with an **Introduction & Background section which describes** the site location (address(es) or other location description) and summarizes:

- Previous uses of the site;
- Past environmental investigations (including but not limited to Phase I and II environmental site assessments, lead and/or asbestos surveys, etc.) and their related findings including identified contamination, exposure pathways and contaminant sources; and
- The project goal / reuse plan.

Second, the document shall contain a discussion of **Applicable Regulations and Cleanup Standards**. For example, the Contractor shall provide a discussion of the Cleanup Oversight Responsibility (identify the entity, if any, that will oversee the cleanup, e.g., the state, Licensed Site Professional, other required certified professional); the Cleanup Standards for major contaminants (briefly summarize the standard for cleanup e.g., state standards for residential or industrial reuse); and the Laws & Regulations that are Applicable to the Cleanup (briefly summarize any federal, state, and local laws and regulations that apply to the cleanup).

Finally, the document shall contain an **Evaluation of Cleanup Alternatives**. The Contractor shall provide a discussion of the Cleanup Alternatives Considered (minimum two different alternatives plus No Action), the Cost Estimate of Cleanup Alternatives (brief discussion of the effectiveness, implementability and a preliminary cost estimate for each alternative) and the Recommended Cleanup Alternative. The evaluation will include the resilience of the remedial options to address potential adverse impacts caused by sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.

In addition, the ABCA may consider the degree to which the alternatives reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable.

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

**“Targeted Brownfields Assessment Services IV”
Louisiana Department of Environmental Quality**

Labor Category	Payment Unit ¹	Unit Rate ^{2,3}
Project Manager	Hour	
Quality Assurance Manager/ Quality Control Officer/ Quality Assurance Project Officer	Hour	
Scientist (Chemist, Biologist, Geologist, Professional Geoscientist, Engineer, etc.)	Hour	
Technician	Hour	
AutoCAD Designer/ Drafter/ Graphics Designer	Hour	
Professional Land Surveyor	AT COST	
Administrative/Clerical Support	Hour	
Expert Witness	Hour	

EDR® or Equivalent Report for AAls	Payment Unit	Unit Rate
Regulatory Database Review Report (EDR Basic Package or Equivalent)	Report	
Regulatory Database Review Report (EDR Standard Package or Equivalent)	Report	
Regulatory Database Review Report (EDR Premium Package or Equivalent)	Report	

Title Searches and Travel	Payment Unit	Unit Rate
Title Search	AT COST	
Travel Expenses ⁴	In Accordance with PPM 49	

¹ Labor category descriptions are found in **Scope of Work, Section 5**. Work activities may be performed by a subcontractor approved by the Department Project Manager in accordance with the rate provided in the contract.

² Rates shall include all associated direct costs (labor, non-expendable PPE, office 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.

⁴ Travel and other allowable expenses shall be reimbursed in accordance 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. Link below.

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

* ALL BLANKS MUST BE COMPLETED

**ATTACHMENT 2
SCHEDULE OF PRICES B
ANALYTICAL**

**"Targeted Brownfields Assessment Services IV"
Louisiana Department of Environmental Quality**

All analysis shall be conducted in accordance with the most recent version of the method specified.

Analysis	Method	Payment Unit	Unit Rate
Part 1 - Common Test			
Closed-System Purge and Trap and Extraction for Volatile Organics in Soil and Waste Samples	SW-846 Method 5035, Volume 1B [Identify the sample kit to be used (Encore® OR Terracore®) - one sampler per kit]	sample kit	
	Sample Kit Used: [MUST only select one (1)]: <input type="radio"/> Encore® <input type="radio"/> Terracore®		
Volatiles	SW-846 Method 8260	sample	
BTEX only	SW-846 Method 8260	sample	
1, 2 – Dibromomethane and 1, 2 – Dibromo-3-Chloropopane	SW-846 Method 8011	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	SW-846 Method 8270	sample	
Toxicity Characteristic Leaching Procedure (TCLP)	SW-846 Method 1311	sample	
RECAP Metals (see Exhibit C)	SW-846 Method (see Exhibit C)	sample	
Part 2 - Other Parameters			
Total Petroleum Hydrocarbons (TPH)-Gasoline Range	SW-846 Method 8015 (modified-extraction/GC-FID)	sample	
TPH-Diesel Range	SW-846 Method 8015 (modified-extraction/GC-FID)	sample	
TPH-Oil Range	SW-846 Method 8015 (modified-extraction/GC-FID)	sample	
Toxic Compounds in Ambient Air	TO-15	sample	
Canister Cleaning	Appropriate Method	canister	
Organochlorine Pesticides	SW-846 Method 8081	sample	
Organophosphate Pesticides	Appropriate Method	sample	
Polychlorinated Biphenyls (PCBs)	SW-846 Method 8082	sample	
Chlorinated Herbicides	SW-846 Method 8151	sample	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/Low Resolution Mass Spectrometry	SW-846 Method 8280	sample	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/High Resolution Mass Spectrometry	SW-846 Method 8290	sample	
Percent Organic matter	ASTM 2974	sample	

Analysis	Method	Payment Unit	Unit Rate
Asbestos from Bulk Samples	EPA 600/R-93/116	sample	
Total Dissolved Solids in water	Method 2540, Standard Methods for the Examination of Water and Wastewater, 18 th Edition	sample	
Ignitibility	SW-846 Method 1010	sample	
	SW-846 Method 1020	sample	
	SW-846 Method 1030	sample	
Reactivity Cyanide	Method 7.3.3.2	sample	
Reactivity Sulfide	Method 7.3.4.2	sample	
Corrosivity	SW-846 Method 9040	sample	
	SW-846 Method 9045	sample	
	SW-846 Method 1110	sample	
Synthetic Precipitation Leaching procedure (SPLP)	SW-846 Method 1312	sample	
Chromium VI (hexavalent chromium)	SW-846 Method 7196	sample	
	Method 7199	sample	
	Standard Methods 3500 Cr D	sample	
Total Organic Carbon (TOC)	SW-846 Method 9060	sample	
BTEX by GC with PID and/or ECD	SW-846 Method 8021	sample	
Phenols	SW-846 Method 8040 or Appropriate Method	sample	
Phenolics	SW-846 Method 9066	sample	
Polynuclear Aromatic Hydrocarbons	SW-846 Method 8310	sample	
Mercury	SW-846 Method 7470/7471	sample	
	EPA 245.1	sample	
	EPA 245.2	sample	
	SM 3112B	sample	
	Method 1631	sample	
Radium 226	EPA 903	sample	
	EPA 903.1	sample	
Radium 228	EPA 904	sample	
Gross Alpha and Gross Beta	EPA 900	sample	
Alcohols	Appropriate Method	sample	
Percent Moisture	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	
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	

Analysis	Method	Payment Unit	Unit Rate
Sodium	6020	sample	
Thallium	6020	sample	
Vanadium	6020	sample	
Zinc	6020	sample	
Other Parameters or Analyses Not Listed Above/Rush Turnaround	Appropriate Method	AT COST	
Part 3 - Geotechnical Test			
Unified Soil Classification	ASTM D2487	sample	
Atterberg Limit Determination	ASTM D4318	sample	
Particle Size Analysis	ASTM 422	sample	
Hydraulic Conductivity (Constant Head)	ASTM D2434	sample	
Hydraulic Conductivity (Falling Head)	ASTM D5084	sample	
Other Geotechnical Test	Appropriate Method	AT COST	
Part 4 - Fully Support Data Package			
Item	Payment Unit	Unit Rate	
Fully supported data package	Per Package	AT COST	

*Where matrix is not specified, unit rate will apply to both water and sediment/soil. All sample preparation, extraction, digestion, etc. shall be included in the analytical prices. No separate payments will be made for these procedures. Canister rental shall be included in the analytical prices for air analyses; no separate payments will be made for this item.

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

*Unit Rates shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) and profit.

*ALL BLANKS MUST BE COMPLETED. Rates MUST be inserted for EVERY method. If the contractor or subcontractor does not have current LELAP accreditation, the Department will allow the Contractor or Subcontractor to (1) apply to LELAP for accreditation or (2) apply to LELAP for recognition if a method is currently NELAP certified by another state.

**ATTACHMENT 2
SCHEDULE OF PRICES C
CORING AND MONITORING WELLS**

**“Targeted Brownfields Assessment Services IV”
Louisiana Department of Environmental Quality**

Task	Payment Unit	Unit Rate ¹
Direct Push Coring		
Direct push coring – soil sampling only	foot	
Direct push coring – temporary well placement	foot	
Monitoring Wells		
Installation of soil boring (soil sample only)	foot	
Installation of 2-inch wells	foot	
Installation of 4-inch wells	foot	
Plugging and Abandonment of 2-inch wells	foot	
Plugging and Abandonment of 4-inch wells	foot	
Waste Characterization and Transport/Disposal		
Waste Transport/Disposal	At Cost	At Cost

¹Unit Rates shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) expenses associated with each line and profit.

* ALL BLANKS MUST BE COMPLETED

**ATTACHMENT 2
SCHEDULE OF PRICES D
EQUIPMENT**

**"Targeted Brownfields Assessment Services IV"
Louisiana Department of Environmental Quality**

Item	Unit	Unit Rate ¹
X-ray fluorescence (XRF) spectrometer (to measure lead in paint coatings/ conduct indoor lead surveys)	Day	
Transducer	Day	
Water level indicator	Day	
Photo ionization detector (PID)	Day	
Other Equipment as needed to complete the investigation as negotiated in the Work Order process	AT COST	

¹ Rates shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) travel expenses associated with each line and profit. The per day rate shall be all inclusive, including but not limited to efforts to obtain, operate, and return the equipment

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.

* ALL BLANKS MUST BE COMPLETED

ATTACHMENT 2
SCHEDULE OF PRICES E
REMOVAL AND DISPOSAL OF UNDERGROUND STORAGE TANKS AND RELATED ACTIVITIES & ADDITIONAL ENVIRONMENTAL SERVICES

"Targeted Brownfields Assessment Services IV"
Louisiana Department of Environmental Quality

Item	Unit	Unit Rate
Removal of Underground Storage Tank, Dispensers, and Related Piping		AT COST
Disposal of Underground Storage Tank, Dispensers, and Related Piping		AT COST
Transportation and Disposal of Waste/Soil Materials, Waste Water/ Liquids and Investigation Derived Waste related to UST removals		AT COST
Supply and Transport of Clean Fill Soil		AT COST
Additional Environmental Services and Brownfield-Related Activities		AT COST

**Attachment 3
Form A
Hudson/Veteran Initiative (HVI) INVOICE TRACKER**

CONTRACT TITLE: _____

INVOICE #: _____

CONTRACTOR: _____

LAGOV PO #: _____

REPORTING PERIOD: _____

EXPENDITURE INCURRED BY (check appropriate box)		NAME (If Subcontractor)	BUSINESS ENTERPRISE (check appropriate box)		Louisiana Economic Development (LED) CERTIFICATION NUMBER	\$ AMOUNT
CONTRACTOR	SUBCONTRACTOR		Louisiana Veteran (LAVET)	HUDSON		
TOTAL INVOICE						\$0.00

This form must be submitted with all invoices for contracts where RFP points were earned for the use of Louisiana Veteran (LaVet) and/or Small Entrepreneurship-Hudson Initiative (SE-HI).

I certify that a good faith effort has been made to obtain LaVet and/or Hudson Initiative vendor participation for the reporting period reflected above:

SIGNATURE

DATE

ATTACHMENT 5**REQUIREMENTS OF THE GRANT**

In accordance with the EPA grant award from which this contract is partially funded, the Contractor is responsible for meeting the applicable requirements of the EPA General Terms and Conditions found at <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018> regarding this procurement contract and all subcontracts awarded by the Contractor.

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPETITION REQUIREMENTS

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBE's on solicitation lists and soliciting them whenever they are potential sources.
- b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBE's in the competitive process.
- d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f. If the Contractor awards subcontracts, the Contractor is required to take steps outlined above (a. – e.).

The Contractor shall also maintain records documenting compliance with the six good faith efforts.

The Contractor shall not discriminate on the basis of race, color, national origin, sex, handicap, or age in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The Contractor shall pay all subcontractors for satisfactory performance no more than 30 days from the Contractor's receipt of payment from the Department.

The Contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

If a DBE subcontractor fails to complete work for the Contractor for any reason, the Contractor shall employ the six good faith efforts if soliciting a replacement subcontractor.

2. DBE PROGRAM CERTIFICATION INFORMATION

The Department wishes to encourage uncertified DBE's to seek certification. For more information, refer to <https://www.epa.gov/resources-small-businesses/how-register-your-small-business-epa>.

3. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

The Contractor shall ensure that subcontract awards are not made to parties listed on the government-wide exclusions in the System for Award Management (SAM), "Debarment and Suspension", at: <https://www.sam.gov/SAM/>. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. CLEAN AIR AND CLEAN WATER ACT

The Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the CAA (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

5. PROCUREMENT OF RECOVERED MATERIALS

Consistent with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) and 2 CFR 200.322, the Contractor is required to procure: certain items designated in EPA guidelines, as identified in 40 CFR Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; and solid waste management services in a manner that maximizes energy and resource recovery; and to establish an affirmative procurement program for procurement of recovered materials as identified in the EPA guidelines. Pursuant to 40 CFR 247.2(d), the contractor may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

6. REPORTING REQUIREMENTS

- a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted annually by the Contractor on Attachment 5, Form A. The information in the report should cover the period from October 1st through September 30th and must be submitted within fourteen (14) calendar days of the end of the preceding period.

This report should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

- b. The Contractor must provide its Data Universal Numbering System (DUNS) number by completing Attachment 5, Form B, Transparency Act Reporting Information Form. This form must be provided to the Department within 30 days upon receipt of a fully executed contract amendment.

This form should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

**ATTACHMENT 5
Form A**

**MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____**

1. Procurement Made By		2. Business Enterprise		3. \$ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Service (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Contractor	Sub-Contractor	Minority	Women				

Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

A good faith effort has been made to obtain MBE/WBE vendors

Signature

DATE: _____

Print Name

CONTRACTOR

Annual Reporting for: (Oct _____ - Sept _____)
Year Year

**ATTACHMENT 5
FORM B
TRANSPARENCY ACT REPORTING INFORMATION FORM**

This form is required for projects funded in whole or in part from federal grants awarded on or after October 1, 2010.

Contractor information:

Name:	
Data Universal Numbering system (DUNS) No.*:	
LDEQ LaGov Number:	
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of contractor Utility Service Area:	

*If the DUNS No. provided above is registered under a different name than the recipient of funding, please provide the registration name below:

DUNS Name	
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DUNS Registration Information: <http://fedgov.dnb.com/webform> OR 1-866-705-5711

Registration is free and can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes. Internet requests are fulfilled within 24 hours. If the contractor has not yet obtained a DUNS Number, please do so immediately. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Description of the project:

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did contractor receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did contractor receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the contractor through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	