

REQUEST FOR QUALIFICATIONS (RFQ)

“Permit Processing Support”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFQ No: 3000026542

Response Due Date/Time: Tuesday, September 29, 2026 at 4:00 pm CT

Issue Date: July 30, 2026

REQUEST FOR QUALIFICATIONS

“Permit Processing Support” Louisiana Department of Environmental Quality

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Attachment 2	Sample Schedule of Prices

REQUEST FOR QUALIFICATIONS

“Permit Processing Support” Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Purpose

The purpose of this Request for Qualifications (RFQ) is to solicit written Statement of Qualifications (SOQ), from qualified contractors who are interested in providing consulting services for technical support services for permitting activities. The goals are to increase efficiency of the Expedited Permit Processing Program. The Louisiana Department of Environmental Quality (LDEQ or Department) invites all qualified parties (companies and individuals) to submit SOQs for providing these services.

LDEQ is seeking one or more contractors to perform the respective Task Areas listed in Attachment 1, Statement of Work, Section 2.0, Contractor Tasks, of the RFQ. Any Offeror(s) who meets the requirements of the selection process of this RFQ for the corresponding respective Task Areas may be selected as a qualified contractor to perform consulting services to support LDEQ. Being selected as a qualified contractor in no way guarantees that such Offeror(s) will be selected to perform a specified amount of work under this RFQ and any resulting contract.

1.2 Term of Contract

The term of any contract resulting from this RFQ is anticipated to begin on or about January 1, 2027, and is anticipated to end on December 31, 2027. The Department shall have the right to contract for up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

1.3 Compensation

The purpose of any contract awarded from this RFQ is to establish terms, conditions, and rates to be paid by the Permittee/Applicant. The contract and any amendments require the approval of the Department. At no time shall the Department be billed for any activities associated with the contract.

The compensation for services requested under this RFQ will be based on hourly rates negotiated collectively with the selected Offeror(s) (see RFQ Section 4.6). **A rate sheet should not be submitted as part of the SOQ.**

The final negotiated rate sheet shall be incorporated into the awarded contract as Attachment 2, Schedule of Prices.

1.4 Definitions

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

CT – Central Time

Department or LDEQ – Louisiana Department of Environmental Quality

Discussions – For the purposes of this RFQ, structured means of conducting written communications with responsible Offerors who submit SOQs in response to this RFQ

EPA – Environmental Protection Agency

LaPAC – The State’s online electronic bid posting and notification system website
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

OES – Office of Environmental Services within LDEQ

Offeror or Vendor – A firm or individual who responds to this RFQ

Permittee/Applicant – A firm or individual who submits a permit application to LDEQ

RFQ – Request for Qualifications

Shall, Will, Must – Denotes a mandatory requirement

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

SOS – Scope of Services, part of the Offeror’s SOQ

SOQ – Statement of Qualifications, the Offeror’s response to this RFQ

SOW – Statement of Work, Attachment 1 to this RFQ

State – The term “State” shall mean the State of Louisiana and its departments, agencies (including the LDEQ), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.

Task Area – See Attachment 1, Statement of Work; permit category including Environmental Air Permitting, Environmental Water Permitting, Solid Waste Permitting and Other Authorizations, or Hazardous Waste Permitting.

Work Order – Method of assignment of work by the Department to the Contractor including a written description of required tasks, deliverables, and due dates.

1.5 Schedule of Events

Event	Date	CT
RFQ posted to LaPAC	July 30, 2026	
Deadline for receipt of written inquiries	August 31, 2026	4:00 p.m.
Deadline for Statement of Qualifications Submission	September 29, 2026	4:00 p.m.
Notice of Selection announcement (on or about)	November 6, 2026	
Contract execution on or about	January 1, 2027	

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

LaPAC is the State's online electronic bid posting and notification system website. In that LaPAC provides an immediate e-mail notification to subscribing Vendors/Offerors that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Offerors must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

Help scripts are available on the following website under Vendor Resources, Vendor Portal Help scripts at: <https://www.doa.la.gov/doa/osp/vendor-resources/>.

1.6 SOQ Clarifications Prior to Submittal

All communications relating to this RFQ must be directed to the RFQ Coordinator named in RFQ Section 1.8. Any communications between Offerors and LDEQ staff members concerning this RFQ will be strictly prohibited.

1.6.1 Pre-SOQ Conference

NOT REQUIRED FOR THIS RFQ

1.6.2 Offerors' Written Inquiries

Offerors may submit written inquiries to the RFQ Coordinator via email according to the Schedule of Events provided herein.

LDEQ shall provide responses to all written inquiries, in the form of an RFQ addendum, posted to the LaPAC.

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

1.7 SOQ Submittal

Firms or individuals who are interested in providing services requested under this RFQ must submit a SOQ containing the mandatory information specified below. The SOQ must be received on or before the date and time specified in the RFQ Section 1.5, Schedule of Events, according to the following instructions.

Submissions are accepted via email only with a maximum file size of 30mb per email. If the file size of the submission exceeds email server requirements, the SOQ may be broken into smaller files with “Part X of Y” included at the end of each original file name (e.g. SOQ# _____ [Proposer Name] – Part 1 of 3).

All submittals must be received by the due date and time indicated on the Schedule of Events. Responses received after the due date and time may not be considered. It is the sole responsibility of each Offeror to assure that its response is delivered by email prior to the deadline.

The SOQ shall contain original signatures, electronic signatures, or scans of original signatures of those company officials or agents who are duly authorized to sign SOQs 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 Offeror is a corporation. The SOQ will be retained for incorporation into any contract resulting from this RFQ.

1.8 RFQ Coordinator

Written questions and SOQ submittals for this RFQ must be submitted to Robyn Geddes via e-mail at DEQ-Sect-Procurement@la.gov.

Subject Line of all e-mails pertaining to this RFQ should be:

- Inquiries for Permit Processing Support RFQ
or
- Submittal to Permit Processing Support RFQ

1.9 Errors and Omissions in SOQ

The Department reserves the right to seek clarification of any SOQ 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 RFQ by issuing an addendum to the RFQ at any time. Addenda, if any, will be posted on LaPAC. It shall be the responsibility of the Offeror to check the website for addenda to the RFQ, if any.

1.11 Withdrawal of SOQ

An Offeror may withdraw a SOQ that has been submitted at any time up to the date and time the SOQ is due. A written request with electronic signature or scan of an original signature by the authorized representative of the Offeror must be submitted to the RFQ Coordinator.

1.12 Waiver of Administrative Informalities

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

1.13 SOQ Rejection/RFQ Cancellation

Issuance of this RFQ 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 SOQs submitted and/or cancel this RFQ if it is determined to be in the Department's best interest.

1.14 Ownership of SOQ

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

1.15 Cost of Offer Preparation

The Department shall not be liable for any costs incurred by Offerors prior to issuance of or entering into a contract. Costs associated with developing the SOQ and any other expenses incurred by the Offeror in responding to this RFQ shall be entirely the responsibility of the Offeror 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 RFQ.

1.17 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

PART II. GENERAL INFORMATION

2.1 Corporation Requirements

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

If the Offeror 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 Offeror is a for-profit corporation whose stock is not publicly traded, the Offeror 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

Offerors are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. Offerors 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.

If an Offeror who has provided consulting work in Louisiana environmental permitting creates a subsidiary company in an effort to reduce or eliminate conflicts of interest for this project, there may be potential implications related to the Louisiana Code of Ethics. In this situation, the onus will be on the company and its subsidiary to obtain the proper ethics determination from the board before proceeding (See Appendix C, Sample Contract, Article 29).

2.3 Insurance Requirements

Offerors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See Appendix C, Sample Contract, Article 30). 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. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers Compensation coverage only.

2.4 Performance Standards

Offerors are encouraged to carefully examine the performance standards that will be required by the contract when preparing its response.

2.4.1 Performance Requirements

The performance requirements are identified in Attachment 1, Statement of Work (SOW), Section 2.0, Contractor Tasks; Section 3.0, Project Schedule; and Section 5.5, Deliverables.

2.4.2 Performance Measurement/Evaluation/Monitoring Plan

The performance measurement/evaluation/monitoring plans are identified in Attachment 1, Statement of Work, Section 7.0, Monitoring and Methods to Measure Performance.

PART III. SOQ PREPARATION INSTRUCTIONS

3.1 SOQ Content

SOQs submitted in response to this RFQ should include as much detail as practicable to provide a straightforward, clear, and concise description of the Offeror's ability to meet the requirements of the RFQ. The Offeror should demonstrate their understanding of the Department's requirements. Each Offeror is solely responsible for the accuracy and completeness of their SOQ.

3.2 Elements for SOQ

Each Offeror should address the elements described by this section in their SOQ in the order listed.

3.2.1 SOQ Offeror Cover Sheet/Certification Statement

Each Offeror must complete and submit a signed (electronically signed or scanned signature) Appendix A, SOQ Offeror Cover Sheet/Certification Statement, indicate the Task Area(s) that the Offeror is submitting qualifications for and requests to be evaluated under this RFQ, and provide a list of current or previous clients to identify any potential conflicts of interest. **SOQs lacking a cover sheet/certification statement shall be rejected.**

3.2.2 Scope of Services

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

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

(1) Project Management

The Offeror should describe the proposed approach to project management, including the following information:

(a) Project organization

Provide a project-specific organizational chart identifying the **Offeror's key project personnel, other project personnel, and any key subcontractor personnel** proposed to work on this project as identified in Attachment 1, SOW,

Section 4.0, Minimum Qualifications of 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, including Task Area(s) as applicable, and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one (1) position, and subcontractors).

(b) Management approach

The Offeror 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, contract administration, including Work Orders, and preparation and submission of submittals and deliverables in general.

(2) Performance of Project Tasks

The Offeror should describe the proposed approach to the performance of the technical tasks described in Attachment 1, SOW.

For each Task Area indicated by the Offeror in Appendix A, SOQ Offeror Cover Sheet/Certification Statement, the Offeror shall provide a narrative detailing the following:

- A clear understanding of the scope of the Task Area and related objectives;
- The ability to staff and perform the work in an expeditious manner;
- Documentation of Offeror's key personnel and subcontractors for the Task Area (see RFQ Section 3.2.3);
- Documentation of company qualifications and experience in similar work or related industry or programs to perform the Task Area (see RFQ Section 3.2.4).
- Familiarity with LDEQ permitting processes, regulations, permit requirements, and data systems;
- The ability to provide the appropriate technology and techniques, and other resources available to perform the Task; and
- Project management experience utilizing available staff and resources to perform the Task.

3.2.3 Personnel Qualifications and Experience

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

For **all key project personnel** designated in the project-specific organization chart (provided under RFQ Section 3.2.2, Item 1a.), the Offeror should describe their qualifications and experience. The Offeror should include résumés for **key project personnel only** showing each assigned individual's education, certifications, registrations, accomplishments, and experience.

3.2.4 Company Qualifications and Experience

The Offeror should describe the company's qualifications and experience that are relevant to the Task Areas listed in Attachment 1, SOW. Experience will be considered relevant if the prior project's major features include environmental permitting, permit development, or permit-review services to federal, state, or local regulatory agencies, or to industrial clients subject to permitting under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), or an analogous state program. Both government and privately-sponsored work may be included. Experience gained through previous contracts or projects with the Department may be considered by the Department for SOQ evaluation, whether or not listed by the Offeror.

The Offeror should describe at least three (3) projects of comparable scope and complexity to each proposed Task Area for which the Offeror has undertaken by their company during the past five (5) years from the SOQ submittal date.

Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for five (5) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The Offeror's experience information should be submitted in the format provided in Appendix B, Offeror Experience Table. The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the Offeror 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 Offeror may include as many entries as it desires; however, only complete entries will be considered. Because the Department may contact a representative sample of the listed clients as references during the evaluation process, Offerors should verify that all client contact information and telephone numbers are current.

3.2.5 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 RFQ and SOQ. This general requirement notwithstanding, Offerors may enter into subcontractor arrangements, however, Offerors shall acknowledge in their SOQs total responsibility for the entire contract.

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

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 and/or subcontractors shall not have contact with any other party for any of the services herein contracted without the express prior written approval of the Department.

3.2.6 Former Public Employees

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

3.3 SOQ Format

SOQs submitted for consideration should follow the format and order of presentation provided in RFQ Sections 3.1 and 3.2. Offerors must submit a SOQ, in accordance with RFQ Section 1.7, SOQ Submittal. The SOQ should be typed and provided in PDF, Microsoft Word, and/or Microsoft Excel formats, as applicable. Pages of the SOQ should be numbered consecutively and each section should be marked. **SOQs should be prepared simply, legibly, and economically. Elaborate color pictures and promotional material are neither necessary nor desired.**

3.4 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the SOQ. Any SOQ copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this RFQ, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFQ shall be open to public inspection. Offerors are reminded that while

trade secrets and other proprietary information they submit in conjunction with this RFQ may not be subject to public disclosure, protections must be claimed by the Offeror at the time of submission of its SOQ. Offerors should refer to the Louisiana Public Records Act for further clarification.

The Offeror shall clearly designate the part of the SOQ that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Offeror shall mark the cover sheet of the SOQ with the following legend, specifying the specific section(s) of the SOQ sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages ____ of the SOQ have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Offeror as a result of or in connection with the submission of this SOQ, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Offeror, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If an Offeror wishes to secure nondisclosure of information contained in its SOQ, the Offeror must also 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.

If the Offeror’s response contains confidential information, the Offeror should also submit a redacted copy of their SOQ along with their original SOQ. When submitting the redacted copy, the Offeror should clearly mark the cover as such - “REDACTED COPY”. The redacted copy should also state which sections or information has been removed. The redacted copy of the SOQ will be the copy produced by the State if a competing Offeror or other person seeks review or copies of the Offeror’s confidential data.

If the Offeror does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Offerors must be prepared to defend the reasons why the material should be held confidential. By submitting a SOQ with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Offeror agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any SOQ, including proprietary information contained therein, available to the Office of the Governor or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the SOQ. The State shall require said individuals to protect

the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any SOQ that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information, and the information may be considered public records.

PART IV. SOQ EVALUATION AND SELECTION

4.1 Mandatory SOQ Content

All SOQs will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFQ. SOQs that are not in compliance will be rejected from further consideration.

Any SOQ that does not provide the following mandatory item shall be rejected by the Department and shall not be evaluated by the Selection Committee:

- (1) A SOQ Offeror Cover Sheet/Certification Statement (RFQ Section 3.2.1).

4.2 Evaluation and Selection Process

A Selection Committee composed of Department personnel will evaluate the SOQs according to the criteria listed in RFQ Section 4.3. SOQs will be evaluated in light of the material and the substantiating evidence presented in the SOQ, 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. Experience gained through previous or current contracts and/or projects with the Department may be considered by the Department for SOQ evaluation, whether or not listed by the Offeror (see RFQ Section 3.2.4.)

The Selection Committee may consult subject matter expert(s) to serve in an advisory capacity regarding any Offeror or SOQ. Such input may include, but not be limited to, analysis and review of technical requirements.

The scores will be compiled and the responsible and qualified Offeror(s) may be recommended for tentative selection for the program. Multiple awards may be made. The Selection Committee will report its comments and recommendations to the Department Secretary or their designee. The tentative selection is subject to the approval of the Secretary of the Department or their designee. Any other commitment, either explicit or implied, is invalid.

4.3 Evaluation Criteria

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

CRITERIA	MAXIMUM SCORE
1. Merit of the Offeror's SOS (RFQ Section 3.2.2) and overall quality of the SOQ (RFQ Sections 3.1 through 3.4).	35
2. Qualifications and relevant experience of the Offeror's key personnel assigned to the project (including subcontracted personnel as allowed) (RFQ Sections 3.2.3 and 3.2.5).	35
3. Qualifications and relevant experience of the Offeror in providing services that include environmental permitting, permit development, or permit-review services to federal, state, or local regulatory agencies, or to industrial clients subject to permitting under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), or an analogous state program (RFQ Sections 3.2.4 and 3.2.5).	30
TOTAL SCORE	100

Offeror must receive a minimum score of 60 points (60% of the total available points), to be considered responsive to the RFQ. **SOQs not meeting the minimum score shall be rejected.**

4.4 Additional Information or Clarifications

Offerors may be requested to provide additional information or clarifications to enhance the Department understanding of their SOQs prior to the final selection of the Contractor(s).

SOQs may be accepted without such clarifications and selection may be made on the basis of initial offers received. Therefore, SOQs should be complete as submitted and reflect the most favorable terms available.

4.5 Notice of Selection

The Selection Committee shall compile the scores and make a recommendation to the head of the Department on the basis of the responsive and responsible Offeror(s).

The Department will provide a Notice of Selection, according to the RFQ Part I, Section 1.5, Schedule of Events, in the form of an RFQ addendum, posted to LaPAC.

4.6 Negotiation of Standard Rate Sheet

LDEQ will provide selected Offeror(s) with a rate sheet to request hourly rates by job classifications. The rates will be evaluated to develop a standard rate sheet applicable to the services provided under this RFQ. The standard rate sheet shall be incorporated into each contract as Attachment 2, Schedule of Prices (see RFQ Section 1.3 and Appendix C, Sample Contract, Article 5, Payment Terms). Selected Offeror(s) may decline entering into a contract with LDEQ if the standard rate sheet is not suitable.

4.7 Contract Award and Execution

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

A selected Offeror(s) shall be expected to enter into a contract that is substantially the same as Appendix C, Sample Contract. An Offeror shall not submit its own standard contract terms and conditions as a response to this RFQ. The Offeror should submit in its SOQ any exceptions or contract deviations that its firm wishes to negotiate.

APPENDIX A
OFFEROR COVER SHEET / CERTIFICATION STATEMENT

“Permit Processing Support”
Louisiana Department of Environmental Quality

As part of the Offeror’s Statement of Qualifications (SOQ), this document must be completed and signed by the company’s authorized representative.

OFFEROR INFORMATION:

Company Name: _____

Company Address: _____

Do you intend to use any former public employees* on this contract? (Y/N) _____

*See Section 3.2.6 of this RFQ for more information.

OFFICIAL CONTACT – The Department requests that the Offeror designate one (1) person to receive all documents. The Offeror should identify the Contact name and fill in the information below:

Official Contact Name: _____

Title: _____

Email Address: _____

Telephone No. (_____) _____

TASK AREAS:

Indicate the Task Area(s) that the Offeror is submitting qualifications for and requests to be evaluated under this Request for Qualifications (RFQ) by marking the boxes provided. LDEQ will only evaluate the Task Area(s) and sub-category(s) that have been marked below.

The Offeror must comprehensively and separately address the elements of the RFQ for each Task Area (see RFQ Part III, SOQ Preparation Instructions) and describes their approach to completing the requirements described in Attachment 1, Statement of Work, Section 2.0, Contractor Tasks.

Task Area 1 – Environmental Air Permitting

- ☐ Part 70 (Title V) Operating Permits
- ☐ State Air Permits (including Synthetic Minor Air Permits)
- ☐ Prevention of Significant Deterioration (PSD) Permits
- ☐ Nonattainment New Source Review (NNSR) Permits (as a component of a Title V Operating Permit)
- ☐ Acid Rain Permits

Task Area 2 – Environmental Water Permitting

- ☐ Louisiana Pollutant Discharge Elimination System (LPDES) Individual Permits
- ☐ Section 401 Water Quality Certifications

Task Area 3 – Solid Waste Permitting and Other Authorizations

- ☐ Type I (Industrial) Solid Waste Disposal Facilities (LAC 33:VII)
- ☐ Type I-A (Industrial) Solid Waste Processing Facilities
- ☐ Type II (Non-industrial) Solid Waste Disposal Facilities
- ☐ Type II-A (Non-industrial) Solid Waste Processing Facilities
- ☐ Type III Construction and Demolition Debris or Woodwaste Disposal, or Processing, Separation or Composting Facilities
- ☐ Waste Tire Processing Facilities (La. R.S. 30:2418; LAC 33:VII, Subpart 2)
- ☐ Waste Tire Collection Center Facilities (Non-Governmental)
- ☐ Standard Permits
- ☐ Permit Renewals (on a case by case basis)
- ☐ Eligible Permit Modifications

Task Area 4 – Hazardous Waste Permitting

- ☐ Hazardous Waste Treatment, Storage, and Disposal Facility (TSDF) Permits
- ☐ Post-Closure Permits
- ☐ Permit Renewals
- ☐ Class 3 Modifications

CURRENT AND PREVIOUS CLIENTS / CONFLICTS OF INTEREST:

The Offeror must provide a list of current or previous clients, a description of the work provided in the past two (2) years from the SOQ submittal date, and identify any potential conflicts of interest due to previous work or that may arise during the contract duration (duplicate table as necessary and add as attachment).

Client (current or previous)	Description of work provided within the past two (2) years	Description of potential conflicts of interest

Selected Offerors will be required to maintain a list of other clients for review by LDEQ.

OTHER SUBMITTAL INFORMATION**Licenses:**

Type of License	License Number (s)
Louisiana Professional Engineer (P.E.) License	
Louisiana Professional Geologist/Geoscientist License	

Subcontractors (duplicate table as necessary and add as attachment):

Subcontractor (include Company Name, Address, and Contact Person)	Description of Services to be provided by Subcontractor

By its submission of this SOQ and authorized signature below, Offeror shall certify that:

1. The information contained in its response to this RFQ is accurate.
2. Offeror shall comply with each of the mandatory requirements listed in the RFQ and will meet or exceed the functional and technical requirements specified therein.
3. Offeror shall accept the procedures, evaluation criteria, mandatory contract terms and conditions (Appendix C) and all other administrative requirements set forth in this RFQ.
4. Offeror's response shall be valid for at least one hundred eighty (180) calendar days from the date of Offeror's signature below.
5. Offeror will be ready and able to begin work by the approved contract start date.
6. By submitting a SOQ, the Offeror certifies that it is not currently debarred from submitting SOQ for contracts issued by any political subdivision or agency of the State of Louisiana and that it is not an agent of a person or entity that is currently debarred from submitting SOQ for contracts issued by any political subdivision or agency of the State of Louisiana.

The undersigned hereby acknowledges they have read and understands all requirements and specifications of the Request for Qualifications (RFQ), including appendices and attachments.

Signature of Offeror or
Authorized Representative: _____

Typed or Printed Name: _____

Date: _____

Title: _____

APPENDIX B
OFFEROR EXPERIENCE TABLE
“Permit Processing Support”
Louisiana Department of Environmental Quality

Offeror should describe at least three (3) projects of comparable scope and complexity to each Task Area for which the Offeror is proposing, undertaken by their company during the past five (5) years from the SOQ submittal date.

Offeror Name: _____

Task Area # _____

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

**APPENDIX C
SAMPLE CONTRACT**

THIS CONTRACT, made and entered into this _____ day of _____, 202X, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as “the Department”, and Contractor Name, Contractor Address, Federal Tax ID No. _____, hereinafter referred to as the "Contractor".

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

1. PROJECT IDENTITY

This contract shall be identified as “**Permit Processing Support**” 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, 2027**, through **December 31, 2027**. The Department has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

3. SCOPE OF SERVICES

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

4. NOTICE TO PROCEED

This contract is not effective until executed by all parties and approved in writing by the Department. The Contractor shall proceed with the work only after receipt of an executed contract and participation in a Commencement Conference to be scheduled by the Department at its offices.

5. PAYMENT TERMS

Payment to the Contractor shall be the responsibility of the Permittee/Applicant. Work performed by the Contractor during the term of the Contract shall be paid at the rates listed in Attachment 2, Schedule of Prices.

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.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices. Payment shall be made by Permittee/Applicant upon completion of each Work Order. A partial payment by Permittee/Applicant may be pursued as described in Attachment 1, Statement of Work.

The rates for each line in Attachment 2, Schedule of Prices 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 item and profit.

b. Invoicing Procedure:

The procedure for payment shall be arranged between the Contractor and the Permittee/Applicant, with assistance by the Department only as required, and shall be consistent with Attachment 1, Statement of Work, Section 8.0 Measurement and Payment.

6. 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.

7. OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the Department upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of the Contract. 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) business days of receipt of written notice issued by the Department.

8. RECORD OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of the Contract.

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. ASSIGNABILITY

With prior written consent of the Department, the Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the Department. The Department will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the Department has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the Department. The Department's written consent of the transfer shall not diminish the Department's rights or the Contractor's responsibilities and obligations.

11. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and any subcontractor shall maintain such books, documents, papers and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their

operations as a whole, or of specific program activities.

12. DATA/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.

Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-88, Rev. 1.

13. TERMINATION FOR CAUSE

Should the Department determine that the Contractor has failed to comply with the Contract's terms, the Department may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the Department determines that the failure is not correctable then the Contract shall terminate on the date specified in such notice. If the Department determines that the failure may be corrected, the Department shall give a deadline for the Contractor to make the correction. If the Department determines that the failure is not corrected by the deadline, then the Department may give additional time for the Contractor to make the corrections or the Department may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

14. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiation with the Contractor a termination date. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement to the Department showing in detail the actual services performed for each Work Order to date of termination. The Department will review documented work performed by the Contractor and, upon approval, send to the Contractor written acceptance of the work performed. The Contractor shall invoice the Permittee/Applicant for approved work in accordance with Contract Article 5.b Invoicing Procedures.

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. OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the Department, then, upon notice to the Contractor, the Department may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

17. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFQ (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

18. NON-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; 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; and 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.

19. CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

20. ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

21. CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the Department operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract for the life of the Contract and for a period of three (3) years after completion of this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the Department. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or 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.

22. COMPLIANCE WITH LAWS

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

23. FORCE MAJEURE

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Department shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

24. 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.

25. SUCCESSORS AND ASSIGNS

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

26. 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.

27. 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.

28. 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.

29. 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.). The Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

30. 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.

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

- (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 thirty (30) calendar days written notice of cancellation to the Department. Ten (10) calendar days' 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 thirty (30) calendar 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:

ATTN LAGOV NO _____
LA DEPT OF ENVIRONMENTAL QUALITY
FINANCIAL SERVICES DIVISION
PO BOX 4303
BATON ROUGE LA 70821-4303

- (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.

31. **E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 39:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

32. CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

33. 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 the following link and select the appropriate program:

<https://smallbiz.louisianaeconomicdevelopment.com/Search/>

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.

34. 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.

35. AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties,

and approved by the required authorities. 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.

**DEPARTMENT OF ENVIRONMENTAL
QUALITY:**

CONTRACTOR:

SAMPLE – DO NOT SIGN

SAMPLE – DO NOT SIGN

Theresa Delafosse
Undersecretary
Office of Management and Finance

Company Name

**ATTACHMENT 1
STATEMENT OF WORK**

**“Permit Processing Support”
Louisiana Department of Environmental Quality**

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality’s, hereinafter referred to as “the Department” or “LDEQ,” mission is to provide service to the people of Louisiana through comprehensive environmental protection in order to promote and protect health, safety and welfare while considering sound policies that are consistent with statutory mandates. LDEQ performs this responsibility by managing and overseeing programs regulating the protection of the state's air, water, and land resources. LDEQ administers such programs through various Offices of the Department, including:

- Office of Environmental Services (OES), which is responsible for permitting and permit support services,
- Office of Environmental Compliance (OEC), which is responsible for enforcement and surveillance, and
- Office of Environmental Assessment (OEA), which is responsible for monitoring and assessment.

LDEQ's environmental regulations are codified at Title 33 of the Louisiana Administrative Code (LAC), including LAC 33:III (Air), LAC 33:V (Hazardous Waste), LAC 33:VII (Solid Waste), and LAC 33:IX (Water Quality). All permits, licenses, registrations, variances, and compliance schedules authorized under the Louisiana Environmental Quality Act are granted by the Secretary of LDEQ pursuant to La. R.S. 30:2014(A)(1).

OES aims to achieve this mission by regulating pollution sources through permitting activities, which are consistent with laws and regulations, by timely and clearly communicating with the regulated community, and by providing improved public participation. OES further aims to make efficient use of available resources to conduct operations that consider both environmental impact and economic impact. These decisions are based on sound, comprehensive information that is scientifically and economically supported. Customer assistance is provided to the regulated community in the application process. The permit process assures that facilities have the information needed to maintain compliance with State and Federal regulations. The Department processes permits and associated activities for air, waste (hazardous and solid), and water permitting programs.

The Department established an Expedited Permit Processing Program, in accordance with Louisiana Revised Statute (R.S.) 30:2014.5 and LAC 33, Part I, Chapter 18. LAC 33:I.Chapter 18 established a program to expedite the processing of permits, modifications, licenses, registrations, or variances for environmental permit applicants who may request such services. Expedited processing of an application for a permit, modification, license, registration, or variance is an exercise of the discretion of the administrative authority and is subject to the availability of

resources needed in order to process the permit, modification, license, registration, or variance. Permit actions approved for expedited permit processing must meet all regulatory requirements, including required public comment periods and any required review by other agencies.

1.1 Goals and Objectives

The Department is seeking the services of contractor firms or companies that have qualified staff that can fulfill the deliverable requirements described in this document in the timeline specified. The objective of this contract is to obtain the services of the Contractor to assist in the performance of its statutory and regulatory duties for expedited permit processing for the State of Louisiana.

2.0 CONTRACTOR TASKS

The Contractor shall serve as a consultant for technical support services in order to assist LDEQ in performing permitting and associated activities.

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment, and transportation) necessary to perform the tasks described in this Statement of Work (SOW). For any tasks that require certification by a Professional Engineer or Professional Geologist/Geoscientist, the Contractor shall provide a licensed Professional Engineer registered with the Louisiana Professional Engineering and Land Surveying Board pursuant to La. R.S. 37:681 et seq. and a licensed Professional Geologist/Geoscientist registered in Louisiana pursuant to La. R.S. 37:711.1 et seq.

The Contractor shall proceed with work only after an approved work order has been issued by the Department, see Section 5.2, Operation of the Contract (Work Orders) of this SOW. The assignment of work to the Contractor is at the discretion of the Department, with no minimum amount of work guaranteed.

The Contractor shall direct all correspondence for tasks assigned by Work Order to the Department only, unless directed by the Department Project Manager.

The Contractor must be able to perform the following activities for each Task Area, including but not limited to:

- Provide thorough review of applications submitted for technical completeness;
- Identify deficiencies in submitted applications;
- Provide defensible evaluations of projects based on applications, requests, reports, drawings, or other applicable documents;
- Provide files to LDEQ that can be used by the Department in data management systems (Electronic Document Management System (EDMS) and Tools for Environmental Management and Protection Organizations (TEMPO)) as assigned by Work Order;
- Participate in project meetings and presentations for Department staff;
- Perform other related permitting tasks as directed by LDEQ through issued Work Orders; and
- Shall be familiar with LDEQ's electronic document management system, EDMS.

2.1 Task Area 1 — Environmental Air Permitting

LDEQ implements and oversees the air quality environmental permitting program for the State of Louisiana in accordance with LAC 33:III, Air Regulations, promulgated under the authority of La. R.S. 30:2011 and La. R.S. 30:2051 et seq. (Louisiana Air Control Law). LDEQ receives and reviews applications for the following types of permits pertaining to the construction and/or operation of air emissions equipment:

- Part 70 (Title V) Operating Permits;
- State Air Permits (including Synthetic Minor Air Permits);
- Prevention of Significant Deterioration (PSD) Permits;
- Nonattainment New Source Review (NNSR) Permits (as a component of a Title V Operating Permit); and
- Acid Rain Permits.

In order to protect air quality and promote wise economic development, the OES Air Permits Division corresponds with applicants regarding the administrative and technical completeness of applications, evaluates the applicability of State and Federal air regulations to processes and equipment at the facility, ensures adequate and thorough evaluation of potential air emissions from the facility, develops permits with required limits and conditions necessary to enforce such limits, engages stakeholders in public participation, and permits activities in accordance with State and Federal law.

Permits associated with this task include, but are not limited to, the following:

- Part 70 (Title V) Operating Permits
- State Air Permits (including Synthetic Minor Air Permits)
- PSD Permits
- NNSR Permits
- Acid Rain Permits

Specific activities for Task Area 1 include, but are not limited to:

- Conduct applicability determinations under LAC 33:III and 40 CFR Parts 60, 61, 62, and 63;
- Develop and draft Title V operating permits and supporting documents (including statements of basis) in accordance with LAC 33:III.Chapter 5, based on applications and information submitted to LDEQ;
- Develop and draft non-Title V permits and supporting documents in accordance with LAC 33:III, including PSD permits and State permits to construct and operate, based on applications and information submitted to LDEQ;
- Perform Toxic Air Pollutant evaluations under LAC 33:III.Chapter 51;
- Review and evaluate air dispersion modeling analyses, including AERMOD and SCREEN3 submittals;
- Review and evaluate Best Available Control Technology (BACT), Lowest Achievable Emission Rate (LAER), and Maximum Achievable Control Technology (MACT) determinations; and

- Prepare draft public notice, basis for decision, and response to comments documents in accordance with LAC 33:III and 40 CFR Part 70.

The Contractor shall be knowledgeable of State air permitting regulations under LAC 33:III and La. R.S. 30:2051 et seq.; Federal air regulations (including, but not limited to, 40 CFR Parts 51, 60, 61, 62, 63, 70, 72, 75, and 97, and relevant Environmental Protection Agency (EPA) guidance); engineering principles related to air pollution emissions and controls; air dispersion modeling; and LDEQ's air permitting processes.

2.2 Task Area 2 — Environmental Water Permitting

LDEQ implements and oversees the water pollution control permitting program for the State of Louisiana in accordance with LAC 33:IX, Water Quality Regulations, promulgated under the authority of La. R.S. 30:2011 and La. R.S. 30:2071 et seq. (Louisiana Water Control Law). As defined at La. R.S. 30:2073(2), the Louisiana Pollutant Discharge Elimination System (LPDES) is deemed equivalent to the National Pollutant Discharge Elimination System (NPDES) under Section 402 of the Federal Water Pollution Control Act (33 U.S.C. § 1342) and includes authority to issue general permits, storm water discharge program permits, the pretreatment program, and the sewage sludge program. LDEQ receives and reviews LPDES individual applications, and pretreatment program submittals.

In order to protect water quality and promote wise economic development, the OES Water Permits Division corresponds with applicants, evaluates water quality impacts, assesses technical merits, develops permit conditions and limits, engages stakeholders in public participation, and permits activities in accordance with State and Federal law.

Permits and programmatic coverages associated with this task include, but are not limited to, the following:

- LPDES Individual Permits
- Section 401 Water Quality Certifications

Specific activities for Task Area 2 include, but are not limited to:

- Perform receiving stream characterization (RSC) and prepare memoranda of results according to LDEQ-approved methods;
- Develop and draft LPDES permits and certifications, including fact sheets and supporting technical documents, in accordance with LAC 33:IX and 40 CFR Parts 122–125 and 403;
- Perform reasonable potential analyses, Whole Effluent Toxicity (WET) evaluations, and water-quality-based effluent limit (WQBEL) calculations consistent with LAC 33:IX.Chapters 11 and 13;
- Evaluate antidegradation demonstrations and mixing zone analyses under LAC 33:IX.Chapter 11;
- Prepare draft public notices, fact sheets/statement of basis, basis for decision, and response to comments documents; and
- Review Section 401 Water Quality Certification requests for projects receiving a federal permit or license that may impact water quality, including evaluations of aquatic resource protection, wetland impacts, and compensatory mitigation adequacy.

The Contractor shall be knowledgeable of water quality standards, water quality sampling techniques, field assessment techniques, State regulations (concerning the LPDES program, waters of the State, and waters of the United States), wastewater and stormwater permitting, wetland delineation and mitigation processes, and engineering practices concerning these areas.

2.3 Task Area 3 — Solid Waste Permitting and Other Authorizations

LDEQ implements and oversees the solid waste planning and permitting program for the State of Louisiana in accordance with LAC 33:VII, Solid Waste Regulations, promulgated under the authority of La. R.S. 30:2011 and La. R.S. 30:2151 et seq. (Louisiana Solid Waste Management and Resource Recovery Law). LDEQ receives and reviews solid waste permit applications, including Type I, Type I-A, Type II, Type II-A, and Type III facilities, and waste tire permits issued pursuant to La. R.S. 30:2418 et seq. and LAC 33:VII, Subpart 2.

In order to protect human health and the environment and promote wise economic development, the OES Waste Permits Division provides support to permit applicants, local governments, the public, and internal stakeholders before, during, and after the permitting process.

Permits and authorizations associated with this task include, but are not limited to, the following:

- Type I (Industrial) Solid Waste Disposal Facilities (LAC 33:VII)
- Type I-A (Industrial) Solid Waste Processing Facilities
- Type II (Non-industrial) Solid Waste Disposal Facilities
- Type II-A (Non-industrial) Solid Waste Processing Facilities
- Type III Construction and Demolition Debris or Woodwaste Disposal, or Processing, Separation or Composting Facilities
- Waste Tire Processing Facilities (La. R.S. 30:2418; LAC 33:VII, Subpart 2)
- Waste Tire Collection Center Facilities (Non-Governmental)
- Standard Permits
- Permit Renewals (on a case by case basis)
- Eligible Permit Modifications

Specific activities for Task Area 3 include, but are not limited to:

- Develop and draft letters of deficiency or other documents detailing the results of review of the applications; draft solid waste permits and supporting documents such as fact sheets, public notices, and other supporting documents in accordance with LAC 33:VII, the solid waste permitting process, and based on review of applications and information submitted to LDEQ;
- Review engineering plans for landfill design, including liner systems, leachate collection and recovery systems, landfill gas management, final cover, stormwater controls, and groundwater monitoring networks, consistent with LAC 33:VII and 40 CFR Parts 257 and 258; and
- Evaluate closure and post-closure care plans and financial assurance instruments under LAC 33:VII and La. R.S. 30:2154.

The Contractor shall be knowledgeable of State and Federal solid waste management and planning laws, regulations, procedures, permit applications, guidance, and LDEQ permitting processes.

2.4 Task Area 4 — Hazardous Waste Permitting

LDEQ implements and oversees the hazardous waste permitting program for the State of Louisiana in accordance with LAC 33:V, Hazardous Waste Regulations, promulgated under the authority of La. R.S. 30:2011 and La. R.S. 30:2171 et seq. (Louisiana Hazardous Waste Control Law) and pursuant to authority delegated by the U.S. Environmental Protection Agency under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 et seq., and 40 CFR Parts 260–279. LDEQ receives and reviews applications for permits related to regulated hazardous waste management activities, including hazardous waste treatment, storage, and disposal facility (TSDF) permits; and post-closure permits.

In order to protect human health and the environment and promote wise economic development, OES Waste Permits Division corresponds with applicants, evaluates applicable permitting and post-closure criteria, assesses technical merits, develops permit conditions and limits, engages stakeholders in public participation, and permits activities in accordance with State and Federal law.

Permits and authorizations associated with this task include, but are not limited to, the following:

- TSDF Permits
- Post-Closure Permits
- Permit Renewals
- Class 3 Modifications

Specific activities for Task Area 4 include, but are not limited to:

- Develop and draft letters of deficiency or other documents detailing the results of review of the applications; draft hazardous waste permits and supporting documents such as fact sheets, public notices, and other supporting documents in accordance with LAC 33:V, the RCRA hazardous waste permitting process, and based on review of applications and information submitted to LDEQ; and
- Review financial assurance instruments for closure, post-closure, and corrective action under LAC 33:V.

The Contractor shall be knowledgeable of State and Federal hazardous waste management regulations under LAC 33:V and 40 CFR Parts 260–279, and the RCRA hazardous waste facility permitting process

2.5 Compliance with Standard Operating Procedures

The Contractor shall comply with LDEQ's Standard Operating Procedures (SOPs), agency guidance, implementation plans, etc. The Department will provide updated documents throughout the term of the contract, when available.

3.0 PROJECT SCHEDULE

The schedule shall be determined jointly by the Contractor and the Department on an individual Work Order basis. However, all deliverables must be completed within the time frame specified. Work Order extensions may be granted at the discretion of the Department. Requests for extensions must be submitted in writing to the Department prior to due dates.

4.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide qualified personnel to accomplish the required tasks. Personnel shall have relevant experience in environmental programs for permitting, including preparing, reviewing, or evaluating regulatory submittals of the type applicable to the assigned Task Area. Education licensure, certifications, and experience requirements include, but are not limited to the requirements listed below.

All Key Personnel provided by the Contractor shall:

- Be in good standing with all applicable professional licensing boards and free of any pending disciplinary action that could impair the individual's ability to perform work required by this SOW;
- Be proficient in the use of commonly required computational, modeling, geospatial, and database tools (e.g., AERMOD, EPA BEN/ABEL, ArcGIS, Microsoft Office), as relevant to the assigned labor category; and
- Be committed to the project at a level of effort consistent with the Contractor's SOQ and any subsequently issued Work Order, subject to LDEQ approval of any substitution.

1. Project Manager

Responsibilities for this role include but are not limited to: management of the project, preparation of Work Order responses, final review, signature, and/or release of work product to LDEQ on behalf of the Contractor, contract administration, and other tasks as assigned.

- **Education:** A bachelor's degree in an environmental, biological, atmospheric, chemical, health, nuclear or physical science field, an engineering field, a geography/geosciences field, a natural resources field, or in a statistics or quantitative methods field. A master's degree in a relevant discipline is preferred.
- **Experience:** Minimum of ten (10) years of progressively responsible professional experience in environmental permitting, with at least five (5) years managing multi-disciplinary environmental permitting projects, including projects subject to federal delegation (PSD/NNSR, Title V, NPDES/LPDES, RCRA Subtitle C, or RCRA Subtitle D).
- **Demonstrated ability:** Served on at least three (3) completed projects involving the preparation of, or agency review of, an LDEQ, EPA, or analogous state-agency permit within the last five (5) years.

2. Technical Lead (per Task Area)

Responsibilities for this role include but are not limited to: supervisory oversight of a project and assist subordinate staff in completing complex tasks associated with an LDEQ Work Order.

- **Education:** A bachelor's degree in an environmental, biological, atmospheric, chemical, health, nuclear or physical science field, an engineering field, a geography/geosciences field, a natural resources field, or in a statistics or quantitative methods field.
- **Experience:** Minimum of five (5) years of environmental permitting experience in the relevant medium (air, water, solid waste, or hazardous waste), with at least three (3) years of experience with permit applications, permit evaluations, or draft permits of comparable complexity.
- **Demonstrated ability:** Documented experience as preparer or reviewer on a minimum of five (5) permit actions in the proposed Task Area within the preceding five (5) years.

3. Air – Environmental Chemical Specialist / Environmental Scientist (Task Area 1)

Responsibilities for this role include but are not limited to completing the day-to-day tasks associated with an LDEQ Work Order.

- **Education:** A bachelor's degree in an environmental, biological, atmospheric, chemical, health, nuclear or physical science field, an engineering field, a geography/geosciences field, a natural resources field, or in a statistics or quantitative methods field.
- **Experience:** Minimum of three (3) years of experience preparing or reviewing air permit applications for major and minor sources of air pollution.
- **Specialized knowledge:** Knowledge of federal and state air quality regulations, including federal New Source Review (NSR) programs, and the demonstrated ability to prepare calculations quantifying potential criteria pollutant, toxic air pollutant, and greenhouse gas emissions from individual emissions sources using technically sound engineering principles, methodologies, emission factors, and/or other procedures generally accepted by permitting authorities.

4. Air – Air Quality Modeler (Task Area 1)

Responsibilities for this role include but are not limited to completing the day-to-day tasks associated with an LDEQ Work Order.

- **Education:** A bachelor's degree in an environmental, biological, atmospheric, chemical, health, nuclear or physical science field, an engineering field, a geography/geosciences field, a natural resources field, or in a statistics or quantitative methods field.

- **Experience:** Minimum of three (3) years of experience performing regulatory air-quality dispersion modeling, including PSD and Louisiana Toxic Air Pollutant ambient-air-standards modeling under LAC 33:III.Chapter 51.
- **Technical proficiency:** Demonstrated proficiency with AERMET, AERSURFACE, AERMAP, SCREEN3, and CALPUFF as applicable, and familiarity with EPA's Guideline on Air Quality Models (40 CFR Part 51, Appendix W).
- **Training:** Completion of EPA- or Air & Waste Management Association-recognized training in AERMOD within the preceding five (5) years.

5. Water – Environmental Scientist / Engineer (Task Area 2)

Responsibilities for this role include but are not limited to completing the day-to-day tasks associated with an LDEQ Work Order.

- **Education:** A bachelor's degree in an environmental, biological, atmospheric, chemical, health, nuclear or physical science field, an engineering field, a geography/geosciences field, a natural resources field, or in a statistics or quantitative methods field.
- **Experience:** Minimum of three (3) years of experience in LPDES or analogous NPDES program work, including reasonable-potential analyses, WQBEL development, antidegradation review, WET evaluations, and preparation or review of individual permits.
- **Specialized knowledge:** Familiarity with Louisiana Water Quality Standards (LAC 33:IX.Chapter 11), Total Maximum Daily Loads (TMDLs), and EPA's Technical Support Document for Water Quality-based Toxics Control (EPA/505/2-90-001).
- **Training:** Completion of the EPA NPDES Permit Writer's Course.

6. Waste – Environmental Scientist / Engineer / Geotechnical/Geoscientist (Task Areas 3 and 4)

Responsibilities for this role include but are not limited to completing the day-to-day tasks associated with an LDEQ Work Order.

- **Education:** A bachelor's degree in an environmental, biological, atmospheric, chemical, health, nuclear or physical science field, an engineering field, a geography/geosciences field, a natural resources field, or in a statistics or quantitative methods field.
- **Experience:** Minimum of three (3) years of experience in waste permitting.
- **Regulatory knowledge:** For solid waste tasks, working knowledge of LAC 33:VII, 40 CFR Parts 257 and 258, La. R.S. 30:2151 et seq., and financial-assurance requirements under LAC 33:VII.Chapter 13. For hazardous waste tasks, working knowledge of hazardous waste permitting, corrective action, or closure/post-closure work under LAC 33:V, 40 CFR Parts 260-279, and the Hazardous and Solid Waste Amendments of 1984.

The Contractor should also provide administrative or clerical support staff for general office duties such as photocopying, mailing, word processing, invoicing, data entry, and other paraprofessional duties related to work conducted under the contract.

5.0 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 methods 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;

The Contractor shall be the sole point of contact regarding subcontracted services. The Contractor shall submit all deliverables to the Department under the contract. The Department will not accept deliverables directly from subcontractors. The Contractor shall guarantee the quality and timeliness of work performed by subcontractors. The Contractor shall be responsible for correcting all mistakes, errors, or omissions in the subcontractor's work. The Contractor's responsibility shall be to ensure that all subcontractors have the expertise necessary to perform project tasks as specified in the contract;

- (2) communication between the Contractor and the Department 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 Work Order activities;
- (3) contract administration:
 - (a) invoicing for services rendered;
 - (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) securing all necessary licenses and certificates that may be required in the performance of this contract;
- (6) ensuring compliance with all federal, state, and local laws, ordinances, rules, and regulations related to the performance of this work; and
- (7) preparation and submission of submittals and deliverables.

The Contractor shall assign a Project Manager, as listed in the Contractor's SOQ 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's Project Manager informed of the project status through informal communication.

5.1 Commencement Conference

A Commencement Conference shall be held between the Contractor's key personnel and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference may be held at the Department's Headquarters in Baton Rouge, LA or via conference call/virtual meeting. The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. At the conference, the Contractor shall be prepared to request clarification of any issues not clearly understood. The Department reserves the right to 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.**

5.2 Operation of the Contract (Work Orders)

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's Project Manager will issue a written Work Order (Form B or similar format) describing the required tasks, deliverables, and due dates.
 - (a) Each Work Order may include multiple tasks, but will specify at a minimum:
 - i. the Task Area(s) assigned,
 - ii. the applicable permit or project,
 - iii. the deliverables required,
 - iv. frequency of progress reporting as required by Section 5.3,
 - v. the deliverable due dates, and
 - vi. the assigned LDEQ Permit Writer.
 - (b) Multiple Work Orders may be in progress at the same time, however, the Contractor must segregate activities in reporting to the Department and charges in billing to the Permittee/Applicant(s) on a Work Order basis.
- (2) The Contractor will review the Work Order and submit a written response to the Department within the number of days specified in the Work Order including:
- (3)
 - (a) the names(s) of the individual(s) and their labor category assigned to the Work Order (only personnel included in the Contractor's accepted SOQ or approved by

- the Department in writing are eligible); and
- (b) an estimate of the level of effort necessary (i.e., the number of work hours for each labor category and the total estimated cost for completion of the Work Order).
 - (c) the Contractor shall ensure that there are no conflicts with any Permittee/Applicants and their environmental consultants; if necessary, the Contractor shall provide a statement describing the Contractor's relationship with any Permittee/Applicant.
- (4) The Department will review the Contractor's response, request clarification or further information as necessary, and negotiate the level of effort proposed as necessary.
- (a) The Department will notify the Permittee/Applicant of the estimated Work Order tasks and amount.
 - i. the Permittee/Applicant shall ensure that there are no conflicts with the Contractor and their environmental consultants; if necessary, the Permittee/Applicant shall provide a statement describing the Permittee/Applicant's relationship with the Contractor.
 - ii. If the Permittee/Applicant accepts the estimated Work Order, and all parties have determined there are no conflicts of interest, the Department may issue the Work Order to the Contractor.
 - (b) Acceptance or rejection of the Contractor's response will be provided in writing.
- (5) Upon receipt of written acceptance of the Contractor's response, the Contractor shall proceed with the tasks as assigned in the Work Order and provide all deliverables to the Department within the established time limits. It is the responsibility of the Contractor to plan and organize their time efficiently in order to meet the Department 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 the Department prior to the Contractor performing the work and/or incurring additional costs.
- (6) 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) Upon receipt of the Department's written acceptance of the work, the Contractor may submit an invoice (with supporting documentation) according to the procedures defined in the contract.

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.

5.3 Progress Reporting by the Contractor

The Contractor shall prepare and submit to the Department Project Manager by email, a brief Progress Report describing all work completed or in progress during the preceding period and any problems encountered. The Progress Report shall be provided at the end of each monitoring period as specified in each Work Order. Reports for multiple tasks may be sent together, but must be separable for filing and payment purposes. This report shall include:

- (1) the Contractor's name and the name of the Project Manager;
- (2) the Department's LaGov number and project title;
- (3) the dates of the reporting period;
- (4) Work Order details including Work Order number(s), Task Area(s) assigned, and the applicable permit or project; and
- (5) a description of the progress made during the previous period including hours expended by task and personnel for each assigned Task Area, deliverables completed, problems experienced, requested or approved changes in personnel, and the effect of problems/changes on the due date of deliverables or activities necessary to meet the schedule, and projected activities for the next reporting period. If partial payments will be requested during the performance of a task, the information in the Progress Report must clearly support the Contractor's request for payment for the corresponding billing period.

The Progress Report must be signed by the Contractor's Project Manager or be sent from the Contractor's Project Manager's email account. The Progress Report may be submitted on Form A, Monitoring Report, or the format of this report may be determined by the Contractor. However, the Department reserves the right to require format revisions.

5.4 Quarterly Client Reporting by the Contractor

The Contractor must maintain a list of other clients for review by the Department and identify any potential conflicts of interest due to previous work or that may arise during the contract duration. The Contractor shall prepare and submit to the Department Project Manager by email, a Quarterly Client Report describing changes to the list of other clients during the preceding period. This report shall include client name, a description of the work provided, and a description of any potential conflicts of interest, if any

If no changes have been made to the previous list of other clients, the Contractor may provide a statement to the Department Project Manager in lieu of an updated Quarterly Client Report.

The Department will review the Quarterly Client List to monitor for potential conflicts of interest when assigning Work Orders.

5.5 Deliverables

The Contractor shall prepare and submit the written deliverables to the Department within the time specified in each individual Work Order.

All deliverables shall be prepared in accordance with applicable provisions of LAC 33, the Louisiana Environmental Quality Act (La. R.S. 30:2001 et seq.), the federal Clean Air Act, Clean Water Act, RCRA, and implementing regulations, as well as LDEQ standard operating procedures, templates, and style guides then in effect. Unless otherwise directed in a Work Order, all deliverables shall be provided in both native editable electronic format (e.g., Microsoft Word, Excel) and final signed PDF.

A. General Deliverables Applicable to All Task Areas

The Contractor shall prepare and submit the following general deliverables for each Task Area, as directed by Work Order:

- Project work plan and schedule identifying key milestones, interim review points, deliverable due dates, assigned personnel, and quality-control checkpoints.
- Progress Reports as described in Section 5.3 of this SOW.
- Quarterly Client Reports as described in Section 5.4 of this SOW.
- Supporting documentation in the format required by LDEQ.
- Draft and final public notices, fact sheets, statements of basis, basis for decision and response to comments documents in accordance with LAC 33 and LDEQ templates.
- Draft deficiency letters, prepared using LDEQ permit templates, identifying information required to render the application technically complete.
- Draft permit action packages for LDEQ internal review, including cover memo, draft permit, statement of basis, public notice, and any supporting exhibits.
- Draft permit packages incorporating responses to comments.
- EDMS upload packages, including properly indexed and bookmarked PDF files, in accordance with LDEQ EDMS naming conventions and retention requirements.
- TEMPO-compatible data files for permit records assigned to the Contractor by Work Order.
- Close-out report at the conclusion of each Work Order summarizing services performed, deliverables produced, EDMS document identifiers, and any follow-up matters requiring LDEQ attention.

B. Task Area 1 — Environmental Air Permitting Deliverables

The Contractor shall prepare the following deliverables as directed by Work Order under Task Area 1 (SOW Section 2.1):

- Technical completeness review memoranda for PSD, NNSR, Title V, and State Air (including Synthetic Minor) permit applications, identifying deficiencies by reference to LAC 33:III and 40 CFR Parts 51, 60, 61, 62, 63, 70, 72, 75, and 97.
- Applicability determination memoranda under LAC 33:III and 40 CFR Parts 60, 61, 62, 63, 70, 72, 75, and 97, with supporting citations and documentation.

- Draft Title V and non-Title V operating permits (initials, renewals, and modifications), including permit-specific terms and conditions, monitoring, recordkeeping, and reporting requirements, and compliance schedules (if applicable), prepared using LDEQ permit templates.
- Statements of Basis for draft permits.
- Draft PSD and NNSR permits with supporting BACT, LAER, air quality impact, and PSD increment analyses, as applicable.
- Written review and evaluation memoranda of air dispersion modeling analyses, including AERMOD, SCREEN3, and other EPA-approved modeling submittals.
- Toxic Air Pollutant ambient air standards (AAS) comparison evaluations under LAC 33:III.Chapter 51.

C. Task Area 2 — Environmental Water Permitting Deliverables

The Contractor shall prepare the following deliverables as directed by Work Order under Task Area 2 (SOW Section 2.2):

- Technical completeness review memoranda for LPDES individual applications, and Section 401 Water Quality Certification requests, with deficiencies identified by reference to LAC 33:IX and 40 CFR Parts 122, 123, 124, and 125.
- Reasonable potential analyses, WET evaluations, and WQBEL calculations, with supporting workbooks.
- Antidegradation demonstration and mixing zone analysis review memoranda under LAC 33:IX.Chapter 11, including tier-determination documentation.
- Draft LPDES individual permits including effluent limitations, monitoring and reporting requirements, best management practice (BMP) requirements, and special conditions, prepared using LDEQ permit templates.
- Fact sheets and statements of basis accompanying draft LPDES permits in accordance with 40 CFR § 124.8 and § 124.56.
- Draft Section 401 Water Quality Certifications for projects receiving a federal permit or license, with supporting analyses under LAC 33:IX.Chapter 15.
- Review memoranda for sanitary sewer plans and specifications, and wastewater treatment plans and specifications under LAC 33:IX.Chapter 3.
- LPDES Pretreatment Program approval recommendations, including review of local limits and industrial user permit frameworks under 40 CFR Part 403.

D. Task Area 3 — Solid Waste Permitting Deliverables

The Contractor shall prepare the following deliverables as directed by Work Order under Task Area 3 (SOW Section 2.3):

- Administrative and technical completeness review memoranda for Type I, I-A, II, II-A, and III permit applications; and waste tire permit applications, with deficiencies identified by reference to LAC 33:VII and La. R.S. 30:2151 et seq.
- Engineering design review memoranda addressing liner systems, leachate collection and recovery systems, final cover systems, groundwater monitoring systems, landfill gas

collection and control systems, stormwater management, and surveying/quantity calculations.

- Closure and post-closure care plan review memoranda, including evaluation of financial assurance instruments under LAC 33:VII.
- Waste tire permit submittal review memoranda and draft authorizations under LAC 33:VII, Subpart 2, for waste tire processors, collection centers (non-governmental).

E. Task Area 4 — Hazardous Waste Permitting Deliverables

The Contractor shall prepare the following deliverables as directed by Work Order under Task Area 4 (SOW Section 2.4):

- Administrative and technical completeness review memoranda for hazardous waste TSD permit applications; and post-closure permits under LAC 33:V and 40 CFR Parts 260-279.
- Waste analysis plan, RCRA Part A, and RCRA Part B application review memoranda identifying deficiencies by reference to specific provisions of LAC 33:V and 40 CFR Parts 264 and 270.
- Permit modification review memoranda classifying proposed changes as Class 3 modifications under LAC 33:V.Chapter 3.
- Financial assurance instrument review memoranda for closure, post-closure, and corrective action obligations under LAC 33:V.Chapter 37.

F. Deliverable Format, Media, and Quality Standards

- All engineering deliverables, including permit drafts, technical review memoranda, and corrective-action documents, shall be prepared under the responsible charge of a Louisiana P.E. licensed by the Louisiana Professional Engineering and Land Surveying Board pursuant to La. R.S. 37:681 et seq., and shall bear the seal and signature of the responsible P.E. where required by law or rule.
- Electronic deliverables shall be submitted in searchable PDF (PDF/A where feasible) and in native editable format (Microsoft Word 2016 or later; Microsoft Excel 2016 or later; AutoCAD 2018 or later for drawings; ESRI shapefiles or geodatabases for geospatial data).
- Citations in deliverables shall use pinpoint citations to LAC, La. R.S., CFR, and U.S. Code sections, and shall conform to LDEQ style and citation guidance.
- The Contractor shall maintain version control using LDEQ-assigned document identifiers and shall not alter LDEQ-assigned EDMS indexing without written authorization.

G. Review, Revision, and Acceptance of Deliverables

- LDEQ will review each deliverable within the time period stated in the applicable Work Order.
- As necessary, LDEQ will return any deliverable with comments for revision. The Contractor shall incorporate LDEQ comments and resubmit within the specified time period in the Work Order.
- A deliverable is deemed accepted only upon written acceptance by the LDEQ Project Manager.

Deliverables should be sent to the attention of the Department's Project Manager in the format specified in the Work Order. 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.

6.0 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, templates, reports, photographs, etc.) for the Contractor's work as necessary;
- (3) issue Work Orders;
- (4) review, negotiate and accept 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.

7.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The Department's Project Manager will monitor the progress of the Contractor during the contract by:

- (1) monitoring the Contractor's work through email, telephone communication, and meetings;
- (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.

The Department's Project Manager will measure the successful performance of the Contractor by reviewing and evaluating the acceptability and timeliness of all deliverables and submittals.

8.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work according to the rates specified in Attachment 2, Schedule of Prices.

Payment for tasks may be requested by the Contractor upon successful completion of each Work Order and approval of the corresponding deliverable by the Department. Partial payments of a Work Order may be approved at the discretion of the Department's Project Manager. The amount invoiced to the Permittee/Applicant shall not exceed the estimates submitted to and approved by the Department.

All costs accrued by the Contractor for activities performed under this contract are to be billed directly to the Permittee/Applicant that submitted the application which was approved by the Department to be processed through the expedited permit processing program. **At no time shall the Department be billed for any activities associated with the contract.**

The Department shall not guarantee performance of the maximum number of units included by the Contractor in the 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. If the Contractor is notified by the Department of Work Order termination, the Contractor shall promptly submit a statement to the Department showing in detail the actual services performed to date of Work Order cancellation. The Department will review documented work performed by the Contractor and, upon approval, send to the Contractor written acceptance of the work performed.

Form A**MONITORING REPORT**

Date: _____

Contractor Name: _____

Contractor's Project Manager: _____

Project Title: "Permit Processing Support"

Work Order No.: _____

Agency Interest (AI) Number: _____

Applicant Name: _____

Facility Name: _____

Activity Tracking Number: _____

Reporting Period Dates: _____

- I. **WORK COMPLETED TO DATE:** (include description of services performed, number of hours worked by personnel labor category for each Task Area, and the balance of hours remaining on the Work Order).

- II. **FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:**

- A. **Tasks and/or milestones accomplished** (give dates)

- B. **Tasks and/or milestones not accomplished with explanation of assessment of:**

1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III. DELIVERABLES

IV. OTHER DISCUSSION OF SPECIAL NOTE

SAMPLE – DO NOT SIGN

Contractor _____ Date _____
Signature

SAMPLE – DO NOT SIGN

Approval _____ Date _____
Department Project Manager

Form B**LDEQ WORK ORDER****Department LaGov No.:** _____ **Contractor Name:** _____**Project Title:** "Permit Processing Support"**Work Order Number:** _____ **Date Issued:** _____**Agency Interest (AI) Number:** _____**Applicant Name:** _____**Facility Name:** _____**Activity Tracking Number:** _____**Description of Task Area(s) Assigned and Required Tasks (attach pages as necessary):**_____

_____**Deliverables/Submittals:** __________
_____**Progress Reporting Frequency:** _____**Deliverables Due Date:** _____**Work Order Completion Date (Include time for review and revision of deliverables as necessary):** _____**LDEQ Permit Writer:** _____

Name

Division

Email

Phone Number

Date of Permittee/Applicant Acceptance of Estimate Work Order: _____**LDEQ PROJECT MANAGER AUTHORIZATION:**_____
Date**APPROVAL OF COMPLETED WORK ORDER:**_____
LDEQ Permit Writer (initial)_____
LDEQ Project Manager (signature)_____
Date Approved

This document is provided as SAMPLE ONLY.

Offerors should not submit this form or their own rate sheet with their SOQ. See RFQ Sections 1.3, Compensation, and 4.6, Negotiation of Standard Rate Sheet.

**ATTACHMENT 2
SAMPLE SCHEDULE OF PRICES**

**“Permit Processing Support”
Louisiana Department of Environmental Quality**

Labor Category	Payment Unit¹	Unit Rate^{2,3}
Project Manager	Hour	SAMPLE
Technical Lead (per Task Area)	Hour	SAMPLE
Air – Environmental Chemical Specialist (Task Area 1)	Hour	SAMPLE
Air – Environmental Scientist (Task Area 1)	Hour	SAMPLE
Air – Air Quality Modeler (Task Area 1)	Hour	SAMPLE
Water – Environmental Scientist (Task Area 2)	Hour	SAMPLE
Water – Engineer (Task Area 2)	Hour	SAMPLE
Waste – Environmental Scientist (Task Areas 3 and 4)	Hour	SAMPLE
Waste – Engineer (Task Areas 3 and 4)	Hour	SAMPLE
Waste – Geotechnical/Geoscientist (Task Areas 3 and 4)	Hour	SAMPLE
Administrative/Clerical Support	Hour	SAMPLE

¹ Labor category descriptions are found in **Attachment 1, Statement of Work, Section 4.0**. Work activities may be performed by a subcontractor approved by the Department Project Manager in accordance with the rate provided in the contract.

² 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), travel expenses associated with each line item 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.