REQUEST FOR PROPOSALS

“Underground Storage Tank Compliance Evaluation Inspections”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

RFP No: 3000012762
Proposal Due Date/Time: June 12, 2019/3:00 p.m. CST

Issue Date: May 12, 2019
# REQUEST FOR PROPOSALS

“Underground Storage Tank Compliance Evaluation Inspections”
Louisiana Department of Environmental Quality

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>PART I.  ADMINISTRATIVE INFORMATION ..........................................................</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Purpose ..........................................................................................</td>
<td>1</td>
</tr>
<tr>
<td>1.2 Term of Contract ..........................................................................</td>
<td>1</td>
</tr>
<tr>
<td>1.3 Compensation ...............................................................................</td>
<td>1</td>
</tr>
<tr>
<td>1.4 Definitions ..................................................................................</td>
<td>1</td>
</tr>
<tr>
<td>1.5 Schedule of Events .......................................................................</td>
<td>2</td>
</tr>
<tr>
<td>1.6 Proposal Clarifications Prior to Submittal ......................................</td>
<td>3</td>
</tr>
<tr>
<td>1.6.1 Pre-Proposal Conference/Mandatory Site Visit .........................</td>
<td>3</td>
</tr>
<tr>
<td>1.6.2 Proposers Inquiries ..................................................................</td>
<td>3</td>
</tr>
<tr>
<td>1.6.3 Blackout Period .......................................................................</td>
<td>4</td>
</tr>
<tr>
<td>1.7 Proposal Submittal ........................................................................</td>
<td>4</td>
</tr>
<tr>
<td>1.8 Number of Copies of Technical &amp; Financial Proposals .....................</td>
<td>5</td>
</tr>
<tr>
<td>1.9 Errors and Omissions in Proposal ..................................................</td>
<td>5</td>
</tr>
<tr>
<td>1.10 Changes or Addenda .....................................................................</td>
<td>6</td>
</tr>
<tr>
<td>1.11 Withdrawal of Proposal ..................................................................</td>
<td>6</td>
</tr>
<tr>
<td>1.12 Waiver of Administrative Informalities ...........................................</td>
<td>6</td>
</tr>
<tr>
<td>1.13 Proposal Rejection/RFP Cancellation .............................................</td>
<td>6</td>
</tr>
<tr>
<td>1.14 Ownership of Proposal ..................................................................</td>
<td>6</td>
</tr>
<tr>
<td>1.15 Cost of Offer Preparation .............................................................</td>
<td>6</td>
</tr>
<tr>
<td>1.16 Taxes ............................................................................................</td>
<td>6</td>
</tr>
<tr>
<td>1.17 Proposal Preparation ....................................................................</td>
<td>7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART II.  GENERAL INFORMATION ..................................................................</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Corporation Requirements ............................................................</td>
<td>8</td>
</tr>
<tr>
<td>2.2 Code of Ethics for State Employees ..................................................</td>
<td>8</td>
</tr>
<tr>
<td>2.3 Insurance Requirements .................................................................</td>
<td>8</td>
</tr>
<tr>
<td>2.4 Veteran and Hudson Initiative Programs Participation ..................</td>
<td>8</td>
</tr>
<tr>
<td>2.5 Prohibition of Discriminatory Boycotts of Israel ...............................</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART III.  PROPOSAL PREPARATION INSTRUCTIONS ..................................</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Proposal Content ...........................................................................</td>
<td>11</td>
</tr>
<tr>
<td>3.2 Elements for Technical Proposal (Volume I) .................................</td>
<td>11</td>
</tr>
<tr>
<td>3.2.1 Proposal Cover Sheet/Certification Statement ............................</td>
<td>11</td>
</tr>
<tr>
<td>3.2.2 Table of Contents .................................................................</td>
<td>11</td>
</tr>
</tbody>
</table>
3.2.3 Scope of Services ................................................................. 11
3.2.4 Personnel Qualifications and Experience .............................. 12
3.2.5 Company Qualifications and Experience .............................. 13
3.2.6 Use of Subcontractors .......................................................... 13
3.2.7 Price Proposal (Schedule of Prices) ....................................... 14
3.2.8 Former Public Employees ...................................................... 14
3.3 Financial Information (Volume II) ............................................ 14
3.4 Proposal Format ................................................................. 15
3.5 Confidential Information, Trade Secrets, and Proprietary Information ................................................................. 16

PART IV. PROPOSAL EVALUATION AND SELECTION ..................... 17
4.1 Acceptance of Proposal Content ............................................. 17
4.2 Evaluation and Selection Process ............................................. 17
4.3 Evaluation Criteria ............................................................... 18
4.4 Price Evaluation Calculation ................................................... 18
4.5 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation ................................................................. 18
4.6 Best and Final Offers (BAFO) .................................................... 19
4.7 Clarifications and Oral Presentations ........................................ 20
4.8 Determination of Responsibility ............................................... 20
4.9 Contract Award and Execution ............................................... 21
4.10 Notice of Intent to Award and Debriefing ............................... 21
4.11 Protest of the Award ............................................................. 22
4.12 Right to Prohibit Award ........................................................ 22

Appendices to this RFP:

Appendix A ................................................................................ Proposal Cover Sheet
Appendix B ................................................................................ Experience Table
Appendix C ................................................................................ Sample Contract
Appendix D ............................................................................... Veterans/Hudson Initiative Proposal Table

Attachments to this RFP:

Attachment 1 .............................................................................. Statement of Work
Enclosure A ................................................................................ CEI Report (Checklist)
Enclosure B ................................................................................. Field Interview Form (FIF)
Enclosure C ................................................................................ Digital Photo Form
Enclosure D ................................................................................ Operator Training Flyer
Enclosure E ................................................................................ Contact List
Enclosure F ................................................................................ Site Drawing
Attachment 2 .............................................................................. Schedule of Prices
Attachment 3 .............................................................................. Forms
Form A ...................................................................................... Monitoring Report
Form B ...................................................................................... Hudson Veteran Invoice Tracker
REQUEST FOR PROPOSALS

“Underground Storage Tank Compliance Evaluation Inspections”
Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from qualified Proposers who are interested in conducting Underground Storage Tank (UST) Compliance Evaluation Inspections (CEI) at UST facilities throughout Louisiana. The goal is to assist the Department in meeting the requirements of the 2005 Energy Policy Act which requires periodic on-site inspections of all USTs at least once every three years to determine compliance with Federal and State UST Regulations. The Department invites all qualified parties (companies and individuals) to submit proposals for providing these services. Only one contract will be awarded.

1.2 Term of Contract

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

1.3 Compensation

Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract amount based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. The Department reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract amount, using the unit prices established in Attachment 2, Schedule of Prices. This contract and any amendments require the approval of the Division of Administration, Office of State Procurement.

1.4 Definitions

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

CEI – Compliance Evaluation Inspections. An inspection of a UST facility to determine compliance with Federal and State UST Regulations

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

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

DOA - Division of Administration

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

OSP – Office of State Procurement

Proposer – A firm or individual who responds to this RFP

RFP – Request for Proposals

Shall, Will, Must - Denotes a mandatory requirement

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

State - The State of Louisiana

The Department – Louisiana Department of Environmental Quality

UST- Underground Storage Tank

USTD – Underground Storage Tank Division of Department of Environmental Quality

1.5 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>CST</th>
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<tbody>
<tr>
<td>RFP Advertised in newspapers and posted to LaPAC</td>
<td>May 12, 2019</td>
<td></td>
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<tr>
<td>Deadline for receipt of written inquiries</td>
<td>May 22, 2019</td>
<td>3:00 p.m.</td>
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<tr>
<td>Deadline to answer written inquiries</td>
<td>May 30, 2019</td>
<td></td>
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<tr>
<td>Deadline for receipt of proposals</td>
<td>June 11, 2019</td>
<td>3:00 p.m.</td>
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<tr>
<td>Notification of Oral Presentation to Proposers (if required)</td>
<td>June 18, 2019</td>
<td></td>
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<tr>
<td>Oral presentations by Proposers (if required)</td>
<td>June 21, 2019</td>
<td></td>
</tr>
<tr>
<td>Notice of Intent to Award announcement and 14-day protest period beginning on or about</td>
<td>July 15, 2019</td>
<td></td>
</tr>
<tr>
<td>Contract execution on or about</td>
<td>July 2019</td>
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NOTE: The Department reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.6 Proposal Clarifications Prior to Submittal

1.6.1 Pre-Proposal Conference/Mandatory Site Visit

NOT REQUIRED FOR THIS RFP

1.6.2 Proposers Inquiries

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

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

or submitted by e-mail to:  DEQ-Sect-Procurement@la.gov

Questions will also be accepted via facsimile at (225) 219-3868. Questions submitted in any other manner or to any other address, email, or telephone number will not be answered.

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

Only Robyn Geddes, or her designee, has the authority to officially respond to Proposer’s questions on behalf of the Department. Any communications from any other individuals are not binding on the Department.

Official responses to all questions by potential Proposers will be posted to LaPAC at [https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm](https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm) and on the Department’s website at [http://deq.louisiana.gov/page/request-for-proposals](http://deq.louisiana.gov/page/request-for-proposals). Responses will be posted on or before the date specified in the RFP Schedule of Events. It is the responsibility of potential Proposers to check the web site prior to submitting their proposal to verify that they have the most recent updates (i.e. questions and answers, addenda, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.
1.6.3 Blackout Period

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

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

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

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

Notwithstanding the foregoing, the blackout period shall not apply to:

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

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified below. The proposal must be received in hard copy (printed) version by the RFP Coordinator identified in Section 1.6.2 of the RFP on or
before 3:00 pm CST on the date specified in the Schedule of Events. Facsimile or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The U.S. Postal Services does not deliver mail directly to the Department’s headquarters at the address below. Therefore, Proposers must hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. The Department will not acknowledge by mail or telephone timely receipt of proposals.

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

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

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

1.8 Number of Copies of Technical & Financial Proposals

The Department requests the following:

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

The original technical proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.9 Errors and Omissions in Proposal

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

The Department shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm and http://deq.louisiana.gov/page/request-for-proposals. It shall be the responsibility of the Proposer to check the website for addenda to the RFP, if any.

1.11 Withdrawal of Proposal

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

1.12 Waiver of Administrative Informalities

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

1.13 Proposal Rejection/RFP Cancellation

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

1.14 Ownership of Proposal

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

1.15 Cost of Offer Preparation

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

1.16 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.
In accordance with La. R.S. 39:1624(A) (10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Appendix A, Proposal Cover Sheet/Certification Statement, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor’s tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.17 Proposal Preparation

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

2.1 Corporation Requirements

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

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

2.2 Code of Ethics for State Employees

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity, which can officially rule on ethics issues. (See Appendix C, Sample Contract, Article 24.)

2.3 Insurance Requirements

Proposers are encouraged to carefully examine the insurance coverages that will be required by the contract. (See Appendix C, Sample Contract, Article 25. Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by the Department before work begins. Furthermore, the successful contractor must include all subcontractors as insured under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor before work begins.

2.4 Veteran and Hudson Initiative Programs Participation

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

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

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

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

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

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

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


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

Additionally, a list of Hudson and Veteran Initiative small entrepreneurshipships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

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

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

2.5 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.
PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

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

3.2 Elements for Technical Proposal (Volume I)

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

3.2.1 Proposal Cover Sheet/Certification Statement

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

3.2.2 Table of Contents

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

3.2.3 Scope of Services

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

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

(1) Project Management

The Proposer should describe the proposed approach to project management including, the following information:
(a) Overall company organization

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

(b) Project organization

The Proposer should provide the following information:

Provide a project-specific organizational chart identifying the Proposer’s key project personnel, other project personnel and key subcontractor personnel proposed to work on this project as identified in Attachment 1, SOW, Section 5.0, Qualifications of the Contractor’s Personnel. Show the lines of authority and lines of communication among all participants, points of contact for the Department, and any subcontractor relationships. The organizational chart should be accompanied by a narrative identifying the functions and responsibilities of each position identified and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

(c) Management approach

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

(2) Performance of Project Tasks

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

3.2.4 Personnel Qualifications and Experience

The Proposer should provide evidence that its proposed staff meets or exceeds the desired education and experience requirements described in Attachment 1, SOW, Section 5.0 Qualifications of the Contractor’s Personnel. The Department will consider only experience that is relevant to the tasks listed in Attachment 1, SOW.

For all key project personnel designated in the project-specific organization chart (provided under Section 3.2.3, Item 1b. above, the Proposer should describe their
3.2.5 Company Qualifications and Experience

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

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

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

(1) The name and address of the client (sponsoring agency or company);
(2) The name, telephone number, and email address of the client's contact person;
(3) The project title and contract number;
(4) The starting and ending dates of the project (contract term);
(5) The total dollar amount of the project; and
(6) A brief description of the project.

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

3.2.6 Use of Subcontractors

The Department shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into
subcontractor arrangements, however, Proposers shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer should identify the subcontractor(s) on Appendix A, Proposal Cover Sheet/Certification Statement. The Proposer should provide a signed letter of agreement or a copy of a signed contract from any intended subcontractor. This commitment must demonstrate the subcontractor’s willingness to undertake his portion of the proposed project.

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

If any of the subcontractors proposed by the Proposer is a certified small entrepreneurship, the Proposer shall complete and include in their proposal all documentation as described in Section 2.4 of this RFP.

3.2.7 Price Proposal (Schedule of Prices)

Each Proposer must submit a price proposal using the Department's pricing structure provided in Attachment 2, Schedule of Prices. No other format shall be acceptable. Proposals not including a Schedule of Prices shall be disqualified. Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, “$0” must be entered. If a Proposer identifies deficiencies or errors in this format, he should bring this information to the attention of the RFP Coordinator identified in Section 1.6.2 prior to proposal submission. The Department will review the information, and, if necessary, will issue any correction as an addendum to the RFP.

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

3.2.8. Former Public Employees

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

3.3 Financial Information (Volume II)

Financial information is used for determination of responsibility (See Section 4.7), and not as evaluation criteria. In a separate volume, proposals should include evidence demonstrating the Proposer’s financial capability to carry out this project. Evidence can include, but is not limited to:
(Preferred) Financial Statements audited by an independent Certified Public Accountant (CPA) for the past 3 years. This includes:
  o Notes to the Financial Statements, and
  o The CPA’s audited report for each year

Letter of intent to obtain a 100% Performance Bond

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

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

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

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

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

3.4 Proposal Format

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

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

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

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with La. R.S. 30:2030, Louisiana Public Records Act, La. R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. If a Proposer wishes to secure nondisclosure of information contained in his proposal, the Proposer must submit a written request to the Secretary of the Department in accordance with LAC 33: I. Chapter 5 and applicable laws. Upon review of the written request, the Secretary of the Department will determine if the information requires confidentiality.
PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Acceptance of Proposal Content

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

(1) An original signed Proposal Cover Sheet/Certification Statement (Part III, Section 3.2.1);
and

(2) A Schedule of Prices (Part III, Section 3.2.7)

4.2 Evaluation and Selection Process

A Selection Committee composed of Department personnel will evaluate and rank the proposals according to the criteria listed in Section 4.3. Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, the Department may contact a representative sample of the clients provided to describe the company’s experience as references during the evaluation process. (See Section 3.2.5 above.)

The Selection Committee may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

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

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

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Merit of the Proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).</td>
<td>5</td>
</tr>
<tr>
<td>2. Qualifications and relevant experience of the Proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6).</td>
<td>25</td>
</tr>
<tr>
<td>3. Qualifications and relevant experience of the Proposer in providing UST Compliance Work (Part III, Sections 3.2.5 and 3.2.6).</td>
<td>25</td>
</tr>
<tr>
<td>4. Price (Part III, Section 3.2.7).</td>
<td>33</td>
</tr>
<tr>
<td>5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.5)</td>
<td>12</td>
</tr>
</tbody>
</table>

**TOTAL SCORE** 100

Proposer must receive a minimum score of 27.5 points, (50%) of the total available points in the technical categories, in Criteria 1, 2, and 3 to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further evaluation for Criteria 4 and 5.**

The scores for all five (5) criteria will be combined to determine the overall score.

4.4 Price Evaluation Calculation

The proposal with the lowest total price from Attachment 2, Schedule of Prices, will receive the maximum possible points. All other proposals will be rated using the following formula:

\[
33 \times \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} = \text{Proposal price points}
\]

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

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

B. Proposer Status and Allotment of Reserved Points

i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work, which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

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

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

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

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

4.6 Best and Final Offers (BAFO)

The Department reserves the right to conduct a BAFO with one or more Proposers identified by the Selection Committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the Department in clarifying the scope of work or to obtain the most cost effective pricing available.
The written invitation to participate in BAFO will not obligate the Department to a commitment to enter into a contract.

4.7 Clarifications and Oral Presentations

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

Proposers may be requested to make oral presentations of their proposals to enhance the Department understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be those susceptible of receiving an award. These Proposers will be notified by the Department’s Financial Service’s Division on or before the date specified in the RFP Part I, Section 1.5, Schedule of Events. Presentations will be made by the selected Proposers on the date specified in the RFP Schedule of Events, at a time assigned by the Department.

If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation using the same evaluation criteria in Section 4.3 except that the cost score will remain unchanged.

4.8 Determination of Responsibility

Determination of the Proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The Department is prohibited from awarding any contract for consulting services for $50,000 or more to any person or firm unless the Department has first determined that such person or firm is responsible according to the standards described in this section. The Department must find that the selected Proposer:

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

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

(3) Is able to comply with the proposed or required time of delivery or performance schedule; and
(4) Has a satisfactory record of integrity, judgment, and performance (A Proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and

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

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

4.9 Contract Award and Execution

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

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

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

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

4.10 Notice of Intent to Award and Debriefing

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, the Department estimates that the contract will be awarded on or before the date specified in the RFP Schedule of Events and will issue a “Notification of Award” letter to the successful Proposer. Unsuccessful Proposers will also be notified of the Department’s decision in writing, and may request a post-award debriefing by contacting Robyn Geddes at (225) 219-3812, or by e-mail at robyn.geddes@la.gov.
4.11 Protest of the Award

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

4.12 Right to Prohibit Award

In accordance with the provisions of La. R.S. 39:2192, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.
APPENDIX A
PROPOSAL COVER SHEET/CERTIFICATION STATEMENT

Project Title: “Underground Storage Tank Compliance Evaluation Inspections”

Proposer: Company Name: _____
Company Address: _____

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

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

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

Proposer’s Contact Person:

Official Contact Name: _____ Title: _____
Mailing Address: _____
Physical Address (if different): _____
Email Address: _____
Telephone No. (_____ ) _____ FAX No. (_____ ) _____

Subcontractors (add lines as necessary):

<table>
<thead>
<tr>
<th>Name</th>
<th>Written commitment attached (Y/N)</th>
<th>Veteran/Hudson Initiative* certification attached (Y/N)</th>
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*See Sections 2.4 and 4.5 of the RFP for more information on what must be submitted with your proposal

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

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

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

3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions (Appendix C) and all other administrative requirements set forth in this RFP.

4. Proposer’s quote shall be valid for at least 90 calendar days from the date of proposal’s signature below.

5. Proposer will be ready and able to begin work by the approved contract start date.
6. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

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

8. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

9. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

10. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

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

Signature of Proposer or Authorized Representative: ________________________________

Typed or Printed Name: ________________________________

Date: ________________________________

Title: ________________________________
APPENDIX B
EXPERIENCE TABLE

“Underground Storage Tank Compliance Evaluation Inspections” RFP
(Enlarge or duplicate table as necessary)

<table>
<thead>
<tr>
<th>Client Name and Address</th>
<th>Contact Person, Telephone Number and email address</th>
<th>Project Title and Contract Number</th>
<th>Dates of Project/ Dollar Amount of Contract</th>
<th>Description of Project</th>
</tr>
</thead>
<tbody>
<tr>
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</table>
CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this ______ day of __________, 2019, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as “the Department”, and Contractor Name, Contractor Address, Tax ID No. __________, State LDR Account No. _________________ hereinafter referred to as the "Contractor".

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

1. PROJECT IDENTITY

This contract shall be identified as “Underground Storage Tank Compliance Evaluation Inspections” with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from July 1, 2019 through June 30, 2022.

3. SCOPE OF SERVICES

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

4. NOTICE TO PROCEED

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

5. PAYMENT TERMS

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

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

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

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

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

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices. Payment shall be made upon completion and approval of each compliance evaluation inspection as determined by the Project Manager and upon hours worked and travel time spent providing Legal Support as directed by the Project Manager.

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

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

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

b. Invoicing Procedure:

(1) The Contractor shall submit an invoice upon completion of each compliance evaluation inspection and submittal of the Facility-Specific Final report and upon hours worked and travel time spent providing legal support. Multiple inspections can be combined on one (1) invoice. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.

(2) The Contractor shall submit the invoice to:

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

or submit electronically to DEQAccountsPayable@la.gov

Each invoice must include:

(a) the LaGov number;

(b) the name and address of the Contractor;

(c) facility name and Agency Interest (AI) number for each Compliance Evaluation Inspection;

(d) period of performance;

(e) the total amount requested; and

(f) supporting documentation for hours billed (timesheets) and travel expenses (mileage reports and receipts) related to Lines 5 and 6 (Legal Support and Related Travel) outlined in Attachment 2.

(3) The Contractor shall attach a copy of the Attachment 3, Form A Monitoring Report to all requests for payments.

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

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. **DELIVERABLES**

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

8. **OWNERSHIP OF DOCUMENTS**

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

9. **CORRECTION OF DEFICIENT WORK**

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the expenses caused by that interference.
10. **NONASSIGNABILITY**

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

11. **AUDIT OF RECORDS**

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

12. **RECORDS RETENTION**

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

13. **TERMINATION FOR CAUSE**

The Department may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

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

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

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

15. **REMEDIES FOR DEFAULT**

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

16. **ANTIDISCRIMINATION**

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

17. **COMPLIANCE WITH LAWS**

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

18. **FORCE MAJEURE**

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

19. **TAX RESPONSIBILITY**

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

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

20. **SUCCESSORS AND ASSIGNS**

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

21. **CLAIMS FOR LIENS**

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

22. **EMPLOYMENT OF STATE PERSONNEL**

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

23. **COVENANT AGAINST CONTINGENT FEES**

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

24. **CODE OF ETHICS FOR STATE EMPLOYEES**

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

25. **CONTRACTOR’S INSURANCE**

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

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

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

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

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

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

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

c. **Other Insurance Provisions**

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

(1) **Commercial General Liability and Automobile Liability Coverages**

   (a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

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

(2) **Workers Compensation and Employers Liability Coverage**

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

(3) **All Coverages**

   (a) All policies should be endorsed to require 30 days written notice of cancellation to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Contractor is required to notify Department of policy cancellations or reductions in limits.
(b) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

d. **Acceptability of Insurers**

(1) All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

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

e. **Verification of Coverage**

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

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

State of Louisiana
Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303
Attn: LaGov No. ____________
(3) In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision for each insurance policy. The Department reserves the right to request complete certified copies of all required insurance policies at any time.

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

f. **Subcontractors**

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

g. **Workers Compensation Indemnity**

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

h. **Indemnification/Hold Harmless Agreement**

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

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

26. RELEASE OF INFORMATION

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

27. SUBCONTRACTORS

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

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

28. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual’s qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution.
29. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL-ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

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

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

30. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

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

31. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

32. AMENDMENTS

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

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

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

WITNESS: DEPARTMENT OF ENVIRONMENTAL QUALITY:

________________________ __________________________________________

Karyn Andrews
Undersecretary
Office of Management and Finance

WITNESS: CONTRACTOR:

________________________ __________________________________________

Company Name


**APPENDIX D**

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

*(see Sections 2.4 and 4.5 of the RFP)*

"Underground Storage Tank Compliance Evaluation Inspections” RFP

*(Enlarge or duplicate table as necessary)*

<table>
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<tr>
<th>Name of Certified Veteran Initiative or Hudson Initiative Small Entrepreneurship Subcontractor</th>
<th>Check which initiative applies</th>
<th>Dollar Value of Subcontract (specific to this project) or Anticipated Earnings to Accrue to the Subcontractor (conveyed as percentage of total project/award)</th>
<th>Years of Experience and Qualifications of Subcontractor (conveyed as number of years of relevant experience)</th>
<th>Description of Work Subcontractor will Perform</th>
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ATTACHMENT 1
STATEMENT OF WORK

“UNDERGROUND STORAGE TANK COMPLIANCE EVALUATION INSPECTIONS”
Louisiana Department of Environmental Quality

1.0 GOALS AND OBJECTIVES

The Louisiana Department of Environmental Quality, hereinafter referred to as “the Department”, requires the services of a well-qualified contractor to conduct Underground Storage Tank (UST) Compliance Evaluation Inspections (CEI) at UST facilities throughout Louisiana. This project will be under the direction of the Underground Storage Tank Division (USTD). The USTD will provide a list of registered UST facilities to inspect following the award of the contract. The Contractor shall perform UST CEIs in accordance with the procedures established by the USTD. The Contractor shall be capable of performing approximately 200 – 1050 inspections per year. As additional funding for these inspections becomes available, additional facilities may be added to the facilities list.

The Contractor shall conduct CEIs in order to meet the requirements of the 2005 Energy Policy Act which requires periodic on-site inspections of all USTs at least once every three (3) years to determine compliance with Federal and State UST Regulations. As used in this document, USTs means those tanks that satisfy the definition of “Underground Storage Tank” or “UST” in LAC 33:XI.103, except those tanks that are excluded under LAC 33:XI.101.B or deferred under LAC 33:XI.101.C, with the exception of emergency power generator USTs.

2.0 CONTRACTOR TASKS

The scope of work for this project shall consist of performing UST CEIs and submitting final UST CEI reports. A detailed description of each item mentioned above can be found in the sections below.

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, tablets, equipment, transportation, meals, and lodging) necessary to perform the tasks described in this Statement of Work with the exception of resources that will be provided by the Department (SOW Section 6.0). All maintenance, service and repair of the equipment used to perform the tasks described in this Statement of Work will be the Contractor’s responsibility.

The Contractor shall perform UST CEIs as outlined in the sections below. The Department’s Project Manager shall be provided with a weekly schedule (via email) of all inspections a week in advance prior to the commencement of any site work. Site work shall be limited to weekdays only, 8:00 a.m. to 5:00 p.m., unless otherwise directed by the Department and/or approved by the UST owner. If weekend and/or after hours site work is necessary, the UST owner shall be informed that such site work is optional and contingent upon his or her consent.
2.1 Commencement Conference or Conference Call

A Commencement Conference or Call shall be held between the Contractor’s key personnel and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference shall be held at the Department’s Headquarters in Baton Rouge (602 North 5th Street). The Department will schedule the conference or call, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. The Department reserves the right to hold a conference call in lieu of a meeting at the Department’s Headquarters, or waive the requirement for a commencement conference. No work shall be performed by the Contractor until the Commencement Conference or Call has been completed or waived.

A list of UST facilities to be inspected will be provided to the Contractor prior to the commencement conference via fax or e-mail. The Contractor shall be prepared to discuss any facilities that may be an ethical conflict during the commencement conference. (See Section 4.1.2)

2.2 Training Meeting

The Contractor (including key subcontractor personnel as applicable) and all key project personnel (inspectors) shall attend a training meeting to discuss inspection protocol, become familiar with Department regulations, etc. The training meeting shall be held at the Department Headquarters unless otherwise directed by the Department and is expected to last no more than eight (8) hours. The Department will schedule the training meeting and will give seven (7) calendar days’ notice to the Contractor in advance of the training meeting.

The training meeting shall be held at the discretion of the Department. Alternatively, the Department will provide any written updates to regulation interpretation or inspection protocols to the Contractor in the event of any changes in lieu of the training.

2.3 CEI

Each UST CEI shall include, but shall be not limited to, the pre-inspection file review, the inspection, and the preparation and submittal of a facility-specific final report for each inspection, including revisions as directed by the Department. These tasks are further outlined below:

2.3.1 File Review

Prior to performance of the CEI, the Contractor shall conduct a pre-inspection file review. Files can be obtained electronically through the Department’s Electronic Document Management System (EDMS). The Department will arrange access for the Contractor. Information to be obtained includes, but is not limited to, facility location, facility contact information, UST registration and technical requirements information, UST repair or upgrade information, prior compliance history, and prior releases.
2.3.2 Facility Record Review

The Contractor shall conduct the records review before or after the visual observation of the UST system and shall determine if required records are present and being properly maintained for compliance, completeness, accuracy and retention times. When necessary, the Contractor shall request copies of records from the Department and/or the facility to support any area of concern noted. Records that the Contractor shall request of the facility for inspection include, but are not limited to, correspondence between the facility and the Department, release detection records, cathodic protection records, maintenance records, testing or monitoring results, historical data kept onsite, required reports, and records of corrective actions taken since the last inspection (if applicable).

2.3.3 Facility Contact

The Contractor shall make contact with the facility’s responsible party **at least five (5) working days in advance** of the inspection date to provide the facility adequate time to compile the required paperwork for review. The Contractor shall provide the UST Owner a copy of the Operator Training brochure (Enclosure D) via fax or e-mail. The Contractor shall request that the UST Owner be prepared to designate Class A and B operators at the time of inspection. The following are examples of the required paperwork that should be available: the Department’s registration forms, type of equipment at facility, monthly release detection records, corrosion protection records, any tank, line and leak detector test results, any UST system repair, upgrade or modification records, etc.

2.3.4 Facility Inspection

The Contractor shall determine the following information during each UST CEI. The bulleted list below is intended as an overview/summary of the process. Enclosure A, Compliance Inspection Report for Underground Storage Tanks (USTs) i.e., the UST Checklist, includes complete details of requirements for inspections. The Department may also provide a Windows application that includes the same checklist for inspection to be done electronically. The LDEQ will provide tablet(s) to the contractor in the event the mobile application is implemented during the term of this contract.

- Number, construction and size of all USTs at the facility
- Documentation of GPS information on Compliance Inspection report.
- Construction of piping, system type (suction or pressurized)
- Visual inspection of all equipment, including but not limited to, submersible pumps, line leak detectors, check valves, containment sumps, metal flex hoses, release detection wells, etc.
- Type of spill prevention and overfill prevention equipment
- Type of corrosion protection equipment for tanks and piping (anodes, impressed current system, etc.)
- Date of installation or upgrade of all equipment, determination of any repairs or modifications made to the UST system
- Method of release detection for tanks and piping
• Determination if release detection is being conducted at proper intervals and is being performed correctly
• Operation and maintenance of corrosion protection equipment
• Determination if a suspected release has occurred by review of release detection records
• Determination if any releases have occurred by checking release detection devices, checking submersible pump containment sumps, checking under-dispenser containment sumps, etc.
• Determination if the Department’s UST-REG form were filled out correctly
• If out of service, documentation of tank contents and date tanks were last used
• Documentation of inspection results and documentation of non-compliance with UST regulations on Enclosure A, Compliance Inspection Report for UST’s
• Site diagram on Enclosure F, Site Drawing Form of the facility documenting the location of all USTs and dispensers at the facility. (Site diagram may be hand-drawn or captured on tablet.) Facility photos on Enclosure C or captured on tablet. Digital Photo Documentation Form may be included but is not required.
• Documentation of the identity of Class A and B Operators for the facility
• Presentation to the UST Owner or his designee of a copy of Enclosure D, UST Operator Designation and Training Flyer
• Conducting an exit interview and providing Enclosure B, Field Interview Form (FIF) to the facility representative

The UST system shall be observed visually by the Contractor to check for consistency with UST forms that were submitted by the facility to the Department during UST registration. The Contractor shall determine if any revisions to applicable UST forms have been made or submitted by the facility or if there are near future plans to make modifications. Items that shall be observed and evaluated include, but are not limited to, release detection devices for tanks and piping, corrosion protection of tanks and piping, spill prevention equipment, overfill prevention equipment, general condition and housekeeping of the UST system and any problems that should be referred to other sections within the Department. The Contractor shall determine if the facility has made changes to the UST system. The inspector shall make notes of observations and pertinent statements made by facility representatives. The Contractor shall ask questions and investigate any area that the inspector thinks is necessary. If an area of concern is noted, The Contractor shall always bring it to the attention of the facility representative. The Contractor shall document the areas of concern and photograph them if visible and appropriate.

When an emergency condition is discovered (leaking tank or line, product in release detection well, storm sewer, utility line, etc.), it is imperative that the inspector shall immediately notify the facility representative, document all information, and contact the Department’s Single Point of Contact (SPOC) at 225-219-3640 or 225-342-1234 within 24 hours of the time and date of discovery.

If any 403.A area of concern is discovered during a CEI, the contractor shall contact USTD personnel at the appropriate Department Regional Office as soon as possible to allow the Department to enforce the 403.A Delivery Prohibition regulations. See Enclosure E, for a list of Department Regional Offices and contact numbers.
2.3.5 Inactive, Closed, or Abandoned UST Facilities

Based on the available information, all UST facilities assigned for compliance inspection have either active USTs or temporarily out of service USTs. If during the course of the file review it is determined that the registered UST(s) were previously removed or closed in place, the Contractor shall notify the Department’s Project Manager by phone or through e-mail. The Project Manager may provide the Contractor with a replacement site.

If it is determined during the compliance inspection that there is no physical evidence of the registered UST(s) (no fill ports, dispensers, vent lines, etc.), the entire Enclosure A, UST Checklist should not be completed; however the Contractor shall clearly document the current site conditions with the summary of findings and comments section on page 2 of Enclosure A and submit a completed and signed Enclosure B, Field Interview Form.

2.3.6 GPS Collection and Submittal

The Department is working on updating all the GPS data for its facilities. All GPS information collected at the Underground Storage Tank Facilities will be collected at the tank hold area of the facility. All GPS data must have accuracy equal to, or better than, three meters (3m) 2DRMS (Distance Root Mean Squared). All GP data must be collected on equipment that meets accuracy needed or collected using the GPS equipment on the provided tablet. The Contractor shall obtain equipment that meets these criteria until tablet is implemented and field personnel must be properly trained in the operation of this equipment.

2.3.7 Field Interview Form (Enclosure B)

The inspector shall complete the Field Interview Form (FIF) in a manner that would communicate discovered areas of concern. The FIF shall include a list of all equipment that was physically inspected, a list of all records that were reviewed, a list of any areas of concern that are discovered during the inspection, and a list of any records that have been requested for submittal by the facility that were not available during the inspection. The FIF shall be reviewed with company representatives at this time and signatures shall be obtained. In the case of an unmanned facility or if the facility representative refuses to sign the FIF, the Contractor shall state so in the signature blank and mail a copy of the FIF to the responsible official via certified mail at the facility address. The ‘green card’ receipt shall be handled as a public record. However, it shall be clearly stated and understood that the inspection is not complete until all of the information gathered during the inspection is reviewed for compliance. A copy of the completed FIF shall be provided to the facility manager, his/her designee, or the highest-level official present at the end of the exit interview.

The FIF shall be typewritten or written legibly in ink (preferably blue) and contain information in all blanks. For those fields that have no significance to the inspection or if the information is not available, the Contractor shall mark the blank “N/A”. Ideally the report should be error-free, but if an error is made, the Contractor shall line it with a single “strike-through”, make the correction next to the error, and initial the correction.
The inspector shall obtain the signature of the facility manager, his/her designee or the highest-level official present.

The Department reserves the right to revise the Field Interview Form template as necessary and shall provide updated forms to the Contractor when applicable.

2.3.8 Facility-Specific Final Report

The Contractor shall prepare a facility-specific final report when a compliance inspection of the UST system has been completed. The report shall be a thorough documentation of the factual information gathered at the time of the inspection. The report shall consist of Enclosure A, UST Checklist, Enclosure B, FIF, and Enclosure F, Site Drawing, which documents the location of all tanks and dispensers at the site, Enclosure F, and any necessary attachments. Inclusion of Enclosure C, Digital Photo Documentation Form, photographs to document site conditions, shall be optional.

The facility-specific final report will contain inspector observations that summarize the facts of the inspection. Information contained in this section shall be the basis for enforcement action that may arise from the inspection. If areas of concern are found, they shall be documented here with a list of supporting facts (who, what, when, where, how). This section may contain a broad range of information, including portions discussing the following subjects:

- General Information – Includes the number of tanks, tank contents and tank capacity, types of equipment, etc.
- Visual Observations – Includes pertinent observations noted while inspecting the UST system, including areas of concern.
- File Review – Includes observations made during a review of records maintained by the facility and the Department.
- Specific Conditions – Includes the apparent compliance status of the facility.
- Conclusions – Includes the inspector’s summary of factual information that supports any concerns noted.

A facility-specific final report shall be completed for each inspection within twenty-one (21) calendar days of each inspection.

All documentation submitted by the facility to the Contractor shall be attached to the facility-specific final report (if available) at the time of submittal. If such documentation is submitted to the Contractor after the final report is submitted to the Department, the Contractor shall submit the documents under separate cover and include all pertinent facility information including the AI number, facility name, and date of inspection.

All facility-specific final reports shall be submitted in electronic format only. Hard copies will not be accepted. The Department will supply the Contractor with login information and templates to the Department’s Electronic Document Management System (EDMS). The Contractor will log into EDMS and upload the reports electronically or connect with
tablet to upload report electronically. If needed, the Department will also provide training to help the Contractor successfully submit reports electronically.

Scanned images shall be at 200 dpi and JPEG compressed PDF. These images shall not contain any folded corners, skewed images or contain any images that are not clear, legible, and accurately scanned.

Final documents submitted to the Department shall be in PDF format and all form fields, digital signatures and embedded comments or other annotations shall be flattened. The PDF shall not contain any security restrictions.

Final documents submitted to the Department shall be legible for review, or they will be returned to the Contractor.

2.4 Availability for Legal Support

The Contractor, including all personnel who perform inspections, shall be available to provide legal support to the Department in the event that any inspection results in an enforcement hearing, legal hearing, court case, etc.

3.0 PROJECT SCHEDULE

The Contractor shall initiate the project within the time frame set out in the schedule below. All activities shall be completed within the stated maximum number of calendar days from the date of the Notice to Proceed (Fully Executed Contract) issued in writing by the Department. Each assigned facility inspection shall be completed no later than three (3) years from the date of the last CEI. Adherence to the following schedule will be determined by the Department.

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 7 calendar days of Notice to</td>
<td>Commencement conference</td>
</tr>
<tr>
<td>Proceed</td>
<td></td>
</tr>
<tr>
<td>Within 21 calendar days of Notice to</td>
<td>Training Meeting with contractors to discuss inspection protocol,</td>
</tr>
<tr>
<td>Proceed</td>
<td>familiarize with the Department regulations, etc.</td>
</tr>
<tr>
<td>Within 30 calendar days of Notice to</td>
<td>Begin inspections</td>
</tr>
<tr>
<td>Proceed</td>
<td></td>
</tr>
<tr>
<td>No later than 3 years from last</td>
<td>Completion of each assigned facility inspection</td>
</tr>
<tr>
<td>inspection date</td>
<td></td>
</tr>
<tr>
<td>Within 21 calendar days of each</td>
<td>Electronic submission of Facility-Specific Final Reports</td>
</tr>
<tr>
<td>inspection</td>
<td></td>
</tr>
<tr>
<td>Within 45 calendar days of Department</td>
<td>Corrections, as applicable, and re-submittal of Facility-Specific</td>
</tr>
<tr>
<td>notification of required corrections</td>
<td>Final Reports</td>
</tr>
</tbody>
</table>

4.0 PROJECT MANAGEMENT

The Contractor shall provide qualified personnel to accomplish the required tasks. Personnel shall have relevant experience in UST-related work. The Contractor shall provide efficient management
to ensure the successful completion of the contract. The Contractor shall plan and supervise all tasks efficiently and with his best skill and attention. The Contractor’s duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

The Contractor’s project management shall include, but not be limited to, the following activities:

1. monitor the compliance inspector’s work through telephone communications, meetings, and report reviews;

2. contract administration:
   (a) invoicing;
   (b) changes to the contract;
   (c) resolving disputes between the Contractor and the Department; and
   (d) compliance by the Contractor with all contract clauses and conditions;

3. scheduling meetings and training sessions;

4. record-keeping, to include technical records and other records and reports required by Federal and State laws and regulations;

5. Site Access: The Contractor shall be responsible for gaining access to all properties, and scheduling inspections with the appropriate facility representatives; and

6. preparation and submission of submittals and deliverables.

The Contractor shall maintain communications and coordination with the Department’s Project Manager, including reporting problems encountered in performing this work and notifying the Department of schedule delays relating to these activities. The Contractor shall attend meetings as necessary to discuss requirements or problems with the Department’s Project Manager or his representative. Meetings may be held at the Department Headquarters in Baton Rouge, the Department’s Regional Offices, or on-site. Interim conference calls may be required.

The Department may concurrently perform additional work at the site related to this project or the Department may procure the services of other contractors. The Contractor shall coordinate his work with the work of the Department or other contractors.

4.1 Compliance with Laws and Regulations

The Contractor and/or any subcontractors used by the Contractor shall, on his own time, and at his own expense, secure all permits, licenses, and certificates that may be required of him by law for the performance of the requirements of the contract. The Contractor shall comply with all federal, state and local laws, ordinances, rules, and regulations relating to the performance of this work. All wastes, substances, or materials resulting from or produced by the Contractor's work shall be
segregated, removed from the site, and disposed of by the Contractor in accordance with applicable laws, regulations, ordinances, and codes. The laws and regulations pursuant to the laws shall include but shall not be limited to the following:

- The Occupational Safety and Health Administration (OSHA) regulations included in 29 CFR Part 1910.120.
- The Louisiana Environmental Quality Act (the "Act") and regulations included in Title 33, Part XI. Underground Storage Tank Regulations.

4.1.1 Health and Safety

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

4.1.2 Compliance with Ethics Requirements

The Contractor shall complete the scope of work for each of the sites provided on the UST facilities list, without violation of the Code of Governmental Ethics. Any potential conflicts of interest shall be brought to the attention of the Department’s Project Manager prior to scheduling and/or performing the compliance inspection. Facilities that present a conflict of interest will be replaced by the Department’s Project Manager.

Any Contractor who is awarded a contract may be considered to be a public servant under the Code of Governmental Ethics (La. R.S. 42:1101-1170) and as such, would be prohibited from receiving anything of value from any party whose substantial economic interest could be affected by the performance or non-performance of their public employment. The Department cannot give legal advice to individuals, but does provide ethics information to parties with whom it does business pursuant to La. R. S. 42:1170(B). The Louisiana Board of Ethics (Ethics Board) is the sole authority on the Code of Government Ethics (Code), and interested parties should contact the Louisiana Board of Ethics directly to satisfy any concerns they may have regarding potential conflicts of interest before responding to the request for proposals. The Contractor shall refer also to the Article “Code of Ethics for State Employees” of the Contract.

4.2 Progress Reporting

The Contractor shall contact via email or phone call the Department’s Project Manager if they are not able to meet the scheduled inspection. A list of sites scheduled to be inspected by the contractor
shall be emailed to Department’s Project Manager a week in advance of when inspections are scheduled.

4.3 Deliverables

The Contractor shall submit the following deliverables electronically to the Department within the timeframe specified:

- Facility-Specific Final Reports shall be submitted according to Section 2.3.8 within 21 calendar days of each inspection. The Department will review and approve each Facility-Specific Final Report. The Contractor, to the satisfaction of the Department, shall correct discrepancies or omissions before the project will be accepted by the Department as complete.

4.4 Completion of Site Activities

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

5.0 QUALIFICATIONS OF THE CONTRACTOR’S PERSONNEL

The Contractor shall provide qualified personnel to accomplish the required tasks. Personnel should have relevant experience in Underground Storage Tank (UST) compliance work. Experience with UST compliance evaluation inspections is preferred but not required.

Desired education and experience requirements should include, but are not limited to: minimum high school diploma or equivalent for on-site inspectors. Project Manager should have at least two (2) years experience managing UST compliance-related work.

6.0 DEPARTMENT RESPONSIBILITIES

As part of its responsibilities for this project, the Department will:

1. provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);
2. provide list of facilities to inspect;
3. provide EDMS for file reviews;
4. provide login and templates to electronically submit Compliance Inspection Reports;
5. observe and inspect the Contractor's work at the site;
(6) review, require revisions as necessary, and accept deliverables and submittals;

(7) review the Contractor’s Health and Safety Plan (as necessary); and

(8) monitor the Contractor’s work to provide guidance and answer questions through telephone communications, meetings, and report reviews.

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 telephone communication, meetings and review of reports;

(2) ensuring that deliverables are submitted within the timeframe of the contract; and

(3) reviewing, requiring correction as necessary, and approving all deliverables and submittals.

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

8.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the actual work performed in this Statement of Work according to the rates in Attachment 2, Schedule of Prices. The Contractor shall submit a list of all completed CEIs (facility name) along with AI number with the Contractor's invoices to confirm numbers of units, or shall indicate each CEI facility and AI number on the face of the invoice.

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

8.1 Payment for Commencement Conference or Conference Call

The commencement conference payment line items shall include all activities and resources necessary for attendance by the Contractor at the commencement conference (approximately two (2) hours) to be held at the Department’s Headquarters in Baton Rouge or held via conference call at the discretion of the Department. Payment shall be made in one lump sum in accordance with the rates provided in Attachment 2, Schedule of Prices. Attendance of the Project Manager shall
be mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor’s invoice. Only one-line item shall be charged. If the conference is waived, then the Department will not be charged.

8.2 Payment for Training Meeting

The Training Meeting payment item shall be a lump sum, in accordance with the lump sum provided in Attachment 2, Schedule of Prices. If the training is waived, then the Department will not be charged.

8.3 Payment for Compliance Evaluation Inspection (CEI)

The CEI payment item shall be for each inspection regardless of facility size, in accordance with the rate provided in Attachment 2, Schedule of Prices. Rate shall include, but is not limited to, the pre-inspection file review, the inspection, and the preparation and submittal of a final report for each inspection, including revisions as directed by the Department.

8.4 Payment for Availability for Legal Support

The Availability for Legal Support payment item shall be in accordance with the hourly rate provided in Attachment 2, Schedule of Prices. Payment shall be limited to actual hours spent during hearings and/or court cases; and for hours spent preparing for hearings and court proceeding as approved by the Department.

8.5 Payment for Travel Related to Legal Support

The Travel Related to Legal Support payment item shall be paid for any hours spent in travel to provide legal support in hearings and court cases in accordance with the hourly rate provided in Attachment 2, Schedule of Prices.

Enclosures to Attachment 1, Statement of Work:

Enclosure A.................................................Compliance Inspection Report for Underground Storage Tanks
Enclosure B..............................................................Field Interview Form (FIF)
Enclosure C..............................................................Digital Photo Documentation Form
Enclosure D.......................................................UST Operator Designation and Training Flyer
Enclosure E..............................................................LDEQ Regional Office Contact List
Enclosure F...........................................................................................................Site Drawing Form
<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>AI #:</td>
<td></td>
</tr>
<tr>
<td>FID #:</td>
<td></td>
</tr>
<tr>
<td>INSPECTION DATE(S):</td>
<td></td>
</tr>
<tr>
<td>AI NAME:</td>
<td></td>
</tr>
<tr>
<td>Have red tags been applied to any USTs at this facility?</td>
<td>Yes □ No □ N/A □</td>
</tr>
<tr>
<td>Physical Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>LA Parish:</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>(Address) (City) (State) (Zip)</td>
</tr>
<tr>
<td>Facility Representative/Title:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Cell Phone:</td>
<td></td>
</tr>
<tr>
<td>UST Owner:</td>
<td>Phone: Fax:</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>(Address) (City) (State) (Zip)</td>
</tr>
<tr>
<td>Property Owner:</td>
<td>Phone: Fax:</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>(Address) (City) (State) (Zip)</td>
</tr>
<tr>
<td>Fuel Distributor:</td>
<td>Phone: Fax:</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>(Address) (City) (State) (Zip)</td>
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<tr>
<td>Lead Inspector:</td>
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</tr>
<tr>
<td>Additional Inspector(s):</td>
<td></td>
</tr>
<tr>
<td>DESIGNATED CLASS A AND CLASS B UST OPERATORS FOR THIS FACILITY:</td>
<td></td>
</tr>
<tr>
<td>Class A UST Operator:</td>
<td>Phone: Date Certified:</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>(Address) (City) (State) (Zip)</td>
</tr>
<tr>
<td>Class B UST Operator:</td>
<td>Phone: Date Certified:</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>(Address) (City) (State) (Zip)</td>
</tr>
<tr>
<td>Class B UST Operator:</td>
<td>Phone: Date Certified:</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>(Address) (City) (State) (Zip)</td>
</tr>
<tr>
<td>Class B UST Operator:</td>
<td>Phone: Date Certified:</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>(Address) (City) (State) (Zip)</td>
</tr>
<tr>
<td>List additional UST operators in Summary of Findings/Comments section</td>
<td></td>
</tr>
</tbody>
</table>
### Summary of Findings/Comments

<table>
<thead>
<tr>
<th>Report By:</th>
<th>Inspector Name, Title</th>
<th>(Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed By:</td>
<td>Reviewer Name, Title</td>
<td>(Date)</td>
</tr>
</tbody>
</table>

**Section A  Registration Requirements**

(Further Explanation Attached [ ])

UST CEI CHECKLIST 2  
Revision Date: September 20, 2018

Note: All questions are to be answered. If unable to determine, write ‘unknown’ and explain in narrative. Use narrative / summary of findings area to describe all areas of concern in greater detail.
1. Are all UST systems registered?
   a. Tanks installed before 7/20/90 (301.A.1) ☐ Yes ☐ No ☐ N/A
   b. Tanks installed between 7/20/90 and 9/20/18 (301.B) ☐ Yes ☐ No ☐ N/A
   c. Tanks installed after 9/20/18 (301.C.1) ☐ Yes ☐ No ☐ N/A

2. Are all tanks containing product registered? [UST owners or operators cannot allow regulated substance to be placed into an unregistered tank] (301.C.9) (403.A.5)
   Specify who: ☐ Yes ☐ No ☐ N/A

3. Are all tanks containing product registered? [No person can place a regulated substance into an unregistered tank] (301.C.10) (405.A.5)
   Specify who: ☐ Yes ☐ No ☐ N/A

4. Do all tanks have a current registration certificate? [UST owners or operators cannot allow a regulated substance to be placed into a UST system that does not have a current registration certificate] (301.C.11) (403.A.6)
   Specify who: ☐ Yes ☐ No ☐ N/A

5. Do all tanks have a current registration certificate? [No person can place a regulated substance into a UST system that does not have a current registration certificate] (301.C.12) (403.A.6)
   Specify who: ☐ Yes ☐ No ☐ N/A

6. Please indicate the number, size, product stored, tank type, installation date, upgrade date, and tank status for all tanks at the facility

<table>
<thead>
<tr>
<th>DEQ TANK ID NUMBER</th>
<th>SIZE OF TANK (GALLONS)</th>
<th>PRODUCT STORED</th>
<th>TANK TYPE</th>
<th>INSTALL DATE</th>
<th>UPGRADE DATE</th>
<th>TANK STATUS (Active, Temp Closed, etc)</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Latitude: Decimal Degrees: 
Longitude: Decimal Degrees: 

Notes: Tank Hold Area 1, Tank Hold Area 2

SOC - Release Prevention

Section B Standards for New Underground Storage Tanks (Tanks installed after 12/22/88) (Further Explanation in Narrative [☐]) (Section B Not Applicable [☐])
1. Is each tank properly designed and constructed to prevent corrosion in any portion of the tank that routinely contains product? (303.D.1) ☐ Yes ☐ No ☐ N/A
2. What is the corrosion protection method for the tanks?
   a. Fiberglass reinforced plastic (303.D.1.a) ☐ Yes ☐ No ☐ N/A
   b. Tank constructed of metal and cathodically protected e.g. STI-P3, metal tank with anodes, metal tank with impressed current system (303.D.1.b) Specify: ☐ Yes ☐ No ☐ N/A
   c. Clad or jacketed with a non-corrodible material (ACT-100, Elutron, etc.) (303.D.1.c) ☐ Yes ☐ No ☐ N/A
   d. Records available to document that corrosion protection is not necessary required by 303.D.1.d (509.B.1.a) Specify: ☐ Yes ☐ No ☐ N/A
   e. Other corrosion protection (303.D.1.e) Specify: ☐ Yes ☐ No ☐ N/A
3. For USTs installed after 12/20/08, are the USTs secondarily contained as required by 303.C? ☐ Yes ☐ No ☐ N/A
   a. Double-walled or jacketed construction? (303.D.1.f.i) Specify: ☐ Yes ☐ No ☐ N/A
   b. Other secondary containment type approved by the department in writing prior to installation (303.D.1.f.ii) Specify: ☐ Yes ☐ No ☐ N/A
4. List all tanks that are manifolded together. Specify:

Section C Upgrading Existing Tanks to New System Standards (Tanks installed on or before 12/22/88) (Further Explanation in Narrative [☐]) (Section C Not Applicable [☐])
1. Do the existing tank(s) comply with one of the following requirements?
   a. Are all existing tanks upgraded to meet the standards for new UST systems? (303.E.1) ☐ Yes ☐ No ☐ N/A
   If yes, specify tank type: 

UST CEI CHECKLIST 3 Revision Date: September 20, 2018
Note: All questions are to be answered. If unable to determine, write ‘unknown’ and explain in narrative. Use narrative / summary of findings area to describe all areas of concern in greater detail.
### Section D Standards for New UST Piping System (Piping installed after 12/22/88) (Further Explanation in Narrative [ ])

#### 1. Is piping that routinely contains regulated substances and is in contact with the soil, backfill, or water designed, constructed, and protected to prevent corrosion? (303.D.2) (403.A.4)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

#### 2. What method of corrosion protection is used for the piping?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

##### a. Non-corrodible material (303.D.2.a)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

##### b. Constructed of metal and cathodically protected e.g. coated w/dielectric metal, metal piping with anodes, or metal piping with impressed current system. (303.D.2.b)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

##### c. Records available to document corrosion protection is not necessary required by 303.D.2.c (509.B.1.a)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

##### d. Non-metallic flexible piping (303.D.2.e)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
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</tr>
</tbody>
</table>

#### 3. For piping installed after 12/22/08, is the new piping secondarily contained? (303.D.2.f)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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<tbody>
<tr>
<td>N/A</td>
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</table>


<table>
<thead>
<tr>
<th>Yes</th>
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<tbody>
<tr>
<td>N/A</td>
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</tbody>
</table>

##### b. Other secondary containment type approved by the department prior to installation (303.D.2.fii)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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<tbody>
<tr>
<td>N/A</td>
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</table>

#### 4. Are all metal components (flexible connectors, submersible turbine pumps) that routinely contain regulated substances and are in contact with the soil, backfill, or water designed, constructed, and protected to prevent corrosion? (303.D.2)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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</tbody>
</table>

##### a. Constructed of metal and cathodically protected e.g. coated w/dielectric metal, metal piping protected with anodes or an impressed current system, contained in dry sumps. (303.D.2.b)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

##### b. Records available to document corrosion protection is not necessary required by 303.D.2.c (509.B.1.a)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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</tbody>
</table>

#### 5. List all piping that are manifolded together. Specify:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
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</tbody>
</table>

### Section E Standards for Shear Valves (Further Explanation in Narrative [ ])

#### 1. For pressurized piping systems and non-safe suction systems, are all impact valves (shear valves) properly installed (moving parts unobstructed, shear valve properly anchored)? (303.D.6.a for new systems; 303.E.6 for existing systems)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
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</table>

#### 2. Have all impact valves (shear valves) on UST systems placed into service after 9/20/18 been inspected at installation and once every 12 months? (515.A.1) [shear valves on UST systems installed prior to 9/20/18 must be inspected on or before 9/20/21]

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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</table>

#### 3. Have all impact valves (shear valves) been inspected in accordance with one of the following? (515.A.1)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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</tbody>
</table>

##### a. Manufacturer requirements (515.A.1.a)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
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</tbody>
</table>

##### b. PEI RP 1200 (515.A.1.b)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
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</table>

##### c. Requirements developed by the department (515.A.1.c)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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<tbody>
<tr>
<td>N/A</td>
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</table>

#### 4. As outlined in 515.C, are shear valve inspection records maintained for 3 years? (509.B.11)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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<tr>
<td>N/A</td>
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</tbody>
</table>

### Section F Existing Piping Upgrading Requirements (Further Explanation in Narrative [ ])

#### 1. Has existing piping been upgraded with corrosion protection by 12/22/98? (303.E.1) (403.A.4)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
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</table>

#### 2. Is existing piping and metal components protected from corrosion? (303.E.4) Complete section D.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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<tbody>
<tr>
<td>N/A</td>
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</tbody>
</table>
Periodic Inspections of Overfill Prevention Equipment

Ball Float Valves

Overfill Prevention Equipment

Periodic Testing of Spill Prevention Equipment

Spill Prevention Equipment

Section G Spill and Overfill for New UST Systems (Further Explanation in Narrative ☐) (Section G Not Applicable ☐)

(UST systems installed after 12/22/88)

1. Is each tank equipped with overfill prevention equipment to prevent a release of product when the transfer hose is detached from the fill pipe? (303.D.3.a.i) (403.A.1) Date installed: ☐ Yes ☐ No ☐ N/A

a. Does the spill prevention equipment have liquid tight sides and bottom (not cracked or broken)? (303.D.3.a)(i) ☐ Yes ☐ No ☐ N/A

b. Is the spill bucket maintained free of liquid and debris? (303.D.3.a)(i) ☐ Yes ☐ No ☐ N/A

If No, list the amount of liquid or describe the debris:

2. Has all overfill prevention equipment been tested in accordance with one of the following? (511.A.1.b.i)

   a. Manufacturer requirements (511.A.1.b.i) ☐ Yes ☐ No ☐ N/A

   b. PEI RP 1200 (511.A.1.b.iii) ☐ Yes ☐ No ☐ N/A

   c. Requirements developed by the department (511.A.1.b.iii) ☐ Yes ☐ No ☐ N/A

3. As outlined in 511.C.1, are spill prevention equipment test records maintained for 3 years? (509.B.9) ☐ Yes ☐ No ☐ N/A

4. As outlined in 511.C.2, are double-walled spill prevention equipment interstitial monitoring records maintained for 3 years? (509.B.9) ☐ Yes ☐ No ☐ N/A

5. Whenever spill prevention equipment fails an inspection, has the equipment been repaired or replaced within 30 days of the inspection or within the timeframe granted by the department in writing? (511.D.1) ☐ Yes ☐ No ☐ N/A

6. Have spill prevention equipment repairs been conducted in accordance with LAC 33.XII.507 (511.D.2) ☐ Yes ☐ No ☐ N/A

Overfill Prevention Equipment

1. Is each tank equipped with overfill prevention equipment? (303.D.3.a.ii) (403.A.2) Date installed: ☐ Yes ☐ No ☐ N/A

2. Is the overfill prevention equipment designed to:

   a. Automatically shut off flow to the tank when the tank is no more than 95% full? e.g. butterfly valve (303.D.3.a.ii.a)(ii) (device not tampered with or inoperable) ☐ Yes ☐ No ☐ N/A

   b. Alert the transfer operator when the tank is no more than 90% full by restricting flow into the tank (ball float valve) or triggering a high-level alarm (overfill alarm)? (Is the alarm near the fill port? Does it work?) (303.D.3.a.ii.b) ☐ Yes ☐ No ☐ N/A

   c. Restrict the flow 30 minutes prior to overfilling or alert the operator one minute before overfilling? (303.D.3.a.ii.c) ☐ Yes ☐ No ☐ N/A

3. Alternative type of spill or overfill prevention equipment being used? (303.D.3.b) ☐ Yes ☐ No ☐ N/A

   Specify:

4. Were overfill devices inspected by removal within 7 days of an overfill event? (501.D) ☐ Yes ☐ No ☐ N/A

5. If tank overfills occurred due to tank or piping manifold issues, have the UST system(s) been taken out of service and repaired, replaced, permanently closed, or placed into temporary closure? (501.E) ☐ Yes ☐ No ☐ N/A

Ball Float Valves

1. If ball float valves are used, is the piping system pressurized. Ball float valves are not allowed for use on suction piping delivery systems according to PEI/RP100 (1997 and later) or manufacturer requirements (303.D.6.a for new systems; 303.E.5 for existing systems) Specify if using PEI RP100 (version) or manufacturer requirements: ☐ Yes ☐ No ☐ N/A

   2. Was the flow restrictor (ball float valve) installed prior to 9/20/18? Ball float valves cannot be installed after 9/20/18. (303.D.3.c) ☐ Yes ☐ No ☐ N/A

   3. If a ball float valve was removed after 9/20/18, was the entire ball float assembly removed from the tank? (303.D.3.c) ☐ Yes ☐ No ☐ N/A

Periodic Inspections of Overfill Prevention Equipment

1. Is the overfill prevention equipment on UST systems placed into service after 9/20/18 been tested at installation and once every 36 months? (511.A.1.b) ☐ Yes ☐ No ☐ N/A

   2. Has all overfill prevention equipment been tested in accordance with one of the following? (511.A.3)

      a. Manufacturer requirements (511.A.1.b.i) ☐ Yes ☐ No ☐ N/A

      b. PEI RP 1200 (511.A.1.b.ii) ☐ Yes ☐ No ☐ N/A

      c. Requirements developed by the department (511.A.1.b.iii) ☐ Yes ☐ No ☐ N/A

3. As outlined in 511.C.1, are overfill prevention equipment inspection records maintained for 3 years? (509.B.9) ☐ Yes ☐ No ☐ N/A

UST CEI CHECKLIST 5 Revision Date: September 20, 2018

Note: All questions are to be answered. If unable to determine, write ‘unknown’ and explain in narrative. Use narrative / summary of findings area to describe all areas of concern in greater detail.
4. Whenever overfill prevention equipment fails an inspection, has the equipment been repaired or replaced within 30 days of the inspection or within the timeframe granted by the department in writing (511.D.1) [ ] Yes [ ] No [ ] N/A
5. Have overfill prevention equipment repairs been conducted in accordance with LAC 33.XI.507 (511.D.2) [ ] Yes [ ] No [ ] N/A

Section II Spill and Overfill for Existing Tanks (UST systems installed on or before 12/22/88) (Further Explanation in Narrative [ ])

1. Has each tank been upgraded with spill and overfill prevention equipment by 12/22/98? (303.E.1) [ ] Yes [ ] No [ ] N/A
2. Is each tank equipped with spill and overfill prevention equipment? (303.E.5) (403.A.1-2) Complete section G. [ ] Yes [ ] No [ ] N/A

Section I Under-Dispenser Containment (Dispensers installed after 12/20/08) (Further Explanation in Narrative [ ])

1. For dispensers installed after 12/20/08:
   a. Is each new dispenser at a new facility equipped with under-dispenser containment? (303.D.4.a.i) [ ] Yes [ ] No [ ] N/A
   b. Is each new dispenser at an existing facility where new pipe was added to connect the new dispenser to the existing system equipped with under-dispenser containment? (303.D.4.a.ii) [ ] Yes [ ] No [ ] N/A
   c. Is each replacement dispenser at an existing facility where piping that connects the dispenser to the existing piping is replaced equipped with under-dispenser containment? (303.D.4.a.iii) [ ] Yes [ ] No [ ] N/A
2. Is each UDC sump installed after 12/20/08 liquid-tight on its sides, bottom, and at any penetrations and maintained free of storm water, debris, and regulated substances? (303.D.4.b) [ ] Yes [ ] No [ ] N/A

Section J Submersible Turbine Pump (STP) Secondary Containment (STP installed after 12/20/08) Further Explanation in Narrative (Section J Not Applicable [ ])

1. For submersible turbine pumps installed after 12/20/08:
   a. Is each new STP at a new facility equipped with secondary containment? (303.D.5.a.i) [ ] Yes [ ] No [ ] N/A
   b. Is each new STP at an existing facility where new pipe was added to connect the new STP to the existing system equipped with secondary containment? (303.D.5.a.ii) [ ] Yes [ ] No [ ] N/A
   c. Is each replacement STP at an existing facility where piping that connects the STP to the existing piping is replaced equipped with secondary containment? (303.D.5.a.iii) [ ] Yes [ ] No [ ] N/A
2. Is each STP containment sump installed after 2/20/08 liquid-tight on its sides, bottom, and at any penetrations and maintained free of storm water, debris, and regulated substances? (303.D.5.b) [ ] Yes [ ] No [ ] N/A

Periodic Testing of Containment Sumps used for Piping Interstitial Monitoring (Further Explanation in Narrative [ ])

1. Has one of the following requirements been met for containment sumps used for piping interstitial monitoring on UST systems placed into service after 9/20/18 as required by 511.B.2? (511.A) [containment sumps used for piping interstitial monitoring on UST systems installed prior to 9/20/18 must meet one of the requirements listed below on or before 9/20/21 as required by 511.B.1] [ ] Yes [ ] No [ ] N/A
   a. Is the containment sumps used for piping interstitial monitoring double-walled with interstitial monitoring conducted once every 30 days? (511.A.2.a), or
   b. Is the containment sumps used for piping interstitial monitoring on UST systems installed after 9/20/18 been tested at installation and once every 36 months? (511.A.2.b) [ ] Yes [ ] No [ ] N/A
2. Have all containment sumps used for piping interstitial monitoring been tested in accordance with one of the following? (511.A.2.b) [ ] Yes [ ] No [ ] N/A
   a. Manufacturer requirements (511.A.1.b.i) [ ] Yes [ ] No [ ] N/A
   b. PEI RP 1200 (511.A.1.b.ii) [ ] Yes [ ] No [ ] N/A
   c. Requirements developed by the department (511.A.1.b.iii) [ ] Yes [ ] No [ ] N/A
3. As outlined in 511.C.1, are containment sumps used for piping interstitial monitoring test records maintained for 3 years? (509.B.9) [ ] Yes [ ] No [ ] N/A
4. As outlined in 511.C.2, are double-walled containment sumps used for piping interstitial monitoring maintained for 3 years? (509.B.9) [ ] Yes [ ] No [ ] N/A
5. Whenever containment sumps used for piping interstitial monitoring fail an inspection, has the equipment been repaired or replaced within 30 days of the inspection or within the timeframe granted by the department in writing (511.D.1) [ ] Yes [ ] No [ ] N/A
6. Have containment sumps used for piping interstitial monitoring repairs been conducted in accordance with LAC 33.XI.507 (511.D.2) [ ] Yes [ ] No [ ] N/A

Section K Operation and Maintenance of Corrosion Protection Systems (Further Explanation in Narrative [ ])

1. Is the corrosion protection system continuously operated and maintained to provide corrosion protection to metal components of external portions of the tanks and piping that routinely contain regulated substance and are in contact with the soil, backfill, or water? (503.A.1) [ ] Yes [ ] No [ ] N/A
2. Are the cathodic protection systems inspected by qualified testers? (503.A.2) [ ] Yes [ ] No [ ] N/A
3. Was the cathodic protection system tested within six months after installation? (503.A.2.a) Yes No N/A
4. Is the system tested at least every three years? (503.A.2.a) Yes No N/A
5. Does the inspection meet the requirements of the guidelines established by the department or a code of practice developed by a nationally recognized association? (503.A.2.b) Yes No N/A
6. As outlined in 503.B.2, does the facility have copies of the last two CP inspections? (509.B.2) Yes No N/A
7. If the UST system has an impressed current, is the rectifier inspected every 60 days? (503.A.3) Yes No N/A
8. As outlined in 503.B.1, does the facility have copies of the last 3 years of rectifier inspections? (509.B.2) Yes No N/A
9. Are all records of UST system repairs retained for the operating life of the UST system as required by 507.B? (509.B.3) Yes No N/A
   a. Is a tightness test performed on the tank and/or piping within 30 days of a repair if applicable? (507.A.5) Yes No N/A
   b. Is the cathodic protection system tested within six months of a repair? (507.A.6) Yes No N/A
10. If a tank was internally lined as a form of tank repair, has the liner been inspected in accordance with 303.E.3.a? (507.A.9) Yes No N/A

**SOC - Release Detection**

**Section L Release Detection Requirements for UST System**

(Further Explanation in Narrative [ ])

(Section L Not Applicable [ ])

1. Does the facility perform a method of release detection on all tanks and piping? (703.A.1) (403.A.3)
   [Use when no RD is conducted] Yes No N/A
2. Is the method of release detection capable of detecting a release from any portion of the tank that routinely contains product? (703.A.2.a) Yes No N/A
3. Is the release detection system installed and calibrated in accordance with the manufacturer’s instructions including routine maintenance, etc.? (703.A.2.b) Yes No N/A
4. Does the release detection system meet the performance standards outlined in 703.A.2.c? (Check third party certification against equipment or method present) (703.A.2.c) Yes No N/A
5. Is the release detection system operated and maintained in accordance with the manufacturer’s instructions including routine maintenance, etc.? (703.A.2.d) [New 703.A.2.d requirements take effect on 9/20/21] Yes No N/A
6. Have all non-conclusive results been resolved? (703.A.4) Yes No N/A
   a. If yes, specify how?
7. Are all USTs monitored at least every 30 days for releases? (703.B.1.a) [Use when RD is conducted, just not every 30 days] Yes No N/A
8. For UST systems subject to the 12/20/08 secondary containment requirements:
   a. Is interstitial monitoring conducted on all tanks subject to the 12/20/08 secondary containment requirements as required by 503.C! (703.B.1.b) Yes No N/A
   b. Is interstitial monitoring conducted on all piping subject to the 12/20/08 secondary containment requirements as required by 503.D.2.f for new install; 503.D.2.g for repairs >25%; 503.D.2.h for new piping at existing site? Specify which: (703.B.2.b) Yes No N/A

**Section M Release Detection Record Keeping**

(Further Explanation in Narrative [ ])

(Section M Not Applicable [ ])

1. As outlined in 705.A.1, does the facility maintain all written performance claims and documentation provided by the release detection vendor throughout the operating life of the equipment? (509.B.4) Yes No N/A
   a. After 9/20/21, are site assessment records maintained as specified in LAC 33:XI.701.A.5.b.vi and LAC 33:XI.701.B.5.c.v and required by 705.A.1? (509.B.4) Yes No N/A
   b. After 9/20/21, has the department granted the facility a written waiver that a site assessment is not required as specified in LAC 33:XI.701.A.5.b.vi and LAC 33:XI.701.B.5.c.v and required by 705.A.1? (509.B.4) Yes No N/A
2. As outlined in 705.A.2 and 3, does the facility maintain all release detection monitoring results, sampling records, equipment testing, calibration and maintenance records, or leak detection equipment repair records for at least 3 years? (509.B.4) Specify: Yes No N/A
3. As outlined in 705.A.2, are all tank tightness-testing records retained until the next test is conducted? (509.B.4) Yes No N/A
4. As outlined in 705.A.3, are schedules of required calibration and maintenance for release detection equipment retained for 5 years from date of installation? (509.B.4) Yes No N/A
5. After 9/20/21, are results of the annual operation and maintenance tests conducted in accordance with LAC 33:XI.701.B.2.d retained for 3 years from date of installation as required by 701.B.4? (509.B.4) Yes No N/A
   a. Do the records indicate the component tested, the date each component was tested, whether each component tested meets the criteria in LAC 33:XI.701.B.2.d or needs to have action taken, and a description of the actions taken to correct the issue as required by 705.A.4? (509.B.4) Yes No N/A

**Section N Release Reporting**

(Further Explanation in Narrative [ ])

(Section N Not Applicable [ ])

**Suspected Releases**

1. When a release detection method indicates that a release may have occurred, has the facility notified the department of a suspected release as required by 705.A.3? (707.A.3) [Do not cite if the failure can be overturned by another form of RD] Yes No N/A

---

**UST CEI CHECKLIST** 7  Revision Date: September 20, 2018
Note: All questions are to be answered. If unable to determine, write ‘unknown’ and explain in narrative. Use narrative / summary of findings area to describe all areas of concern in greater detail.
2. Has the facility notified the department of any other suspected release (regulated substance discovered (707.A.1) or unusual operating conditions (707.A.2)?
   - Yes ☑ No ☐ N/A

3. Facility has resolved suspected releases in accordance with procedures outlined in §711 or 715? (Cite applicable 711 or 715 regulation)
   - Yes ☑ No ☐ N/A

4. If there is evidence of a below surface release from a UST system, has the owner or operator conducted a system test within the timeframe established by §711.A.1, taken initial response actions as required by §715.B.2 and 3, or conducted the initial abatement measures required by §715.C.1.a-d? (403.A.7)
   - Yes ☑ No ☐ N/A

5. If a tank or line failed, has it been repaired, replaced, upgraded, or permanently closed, or temporarily closed according to §711.A.1? (403.A.8)
   - Yes ☑ No ☐ N/A

Spills and Overfills

1. Has the facility reported, investigated, and cleaned-up any spills and overfills as required by §713.A (501.C)
   - Yes ☑ No ☐ N/A

Section O Release Detection Methods for Tanks

(Fill out only the applicable sections, all others can remain blank) (Further Explanation in Narrative)

(Section O Not Applicable)

1. Inventory Control with Tank Tightness Testing (701.A.1) Deadline date:
   - [Not eligible as an RD method after 12/20/2018]

   a. Are inputs, withdrawals, amounts in tank recorded daily or on each operating day? (701.A.1.a)
      - Yes ☑ No ☐ N/A

   b. Is the measuring equipment capable of measuring the level of the product over the full range of the tank’s height to the nearest one-eighth of an inch? (701.A.1.b)
      - Yes ☑ No ☐ N/A

   c. Are inputs reconciled with delivery receipts? (701.A.1.c)
      - Yes ☑ No ☐ N/A

   d. Are deliveries made through a drop tube which extends to within 1 foot of bottom? (701.A.1.d)
      - Yes ☑ No ☐ N/A

   e. Are measurements of water level made to the nearest 1/8 inch at least once a month? (701.A.1.f)
      - Yes ☑ No ☐ N/A

   f. Is the TTT conducted every 5 years as required and is TTT method capable of detecting a 0.1 gal/hr leak rate from any portion of the tank routinely containing product? (703.B.1.a.i)
      - Yes ☑ No ☐ N/A

   Date of last tank tightness test:
   - [Not eligible as an RD method after 12/20/2018]

   g. Within the 10 year time frame for using IC/TTT? (703.B.1.a.i) Expiration date:
      - [Not eligible as an RD method after 12/20/2018]

   h. After 9/20/18, do the inventory control records contain the tank identifier (705.A.2.a.i.a(i)); the month and year of the report (705.A.2.a.i.a(ii)); the date of the monthly water check and the measured water level in inches (705.A.2.a.i.a(iii)); the daily start stick inventory in inches and gallons, gallons delivered, gallons pumped, end stock inventory in inches and gallons, and the over and short measurements, and the initials of the person conducting the measurements (705.A.2.a.i.a(iv)); the total gallons pumped for the month (705.A.2.a.i.a(v)); cumulative over and short calculation for the month (705.A.2.a.i.a(vi)); the monthly leak check amount (705.A.2.a.i.a(vii)); the monthly leak check amount plus 130 (705.A.2.a.i.a(viii)); and the monthly leak check result of pass/fail or yes/no (705.A.2.a.i.a(ix)) as required by 705.A.2.a? [509.B.4]
      - Yes ☑ No ☐ N/A


   a. If tank is >550 gal and < 2000 gal, is tank tightness being conducted every 5 years? (703.B.1.a)
      - [Not eligible as an RD method after 12/20/2018]

      Date of last tank tightness test:
      - [Not eligible as an RD method after 12/20/2018]

      b. Tank size is appropriate for using MTG (701.A.2)
      - Yes ☑ No ☐ N/A

      c. Measurements taken correctly, no liquid is added to or taken out of tank during test (701.A.2.a)
      - Yes ☑ No ☐ N/A

      d. Measurements based on average of 2 consecutive readings at beginning and end of period (701.A.2.b)
      - Yes ☑ No ☐ N/A

      e. Equipment is capable of 1/8-in measurement over full range of tank height (701.A.2.c)
      - Yes ☑ No ☐ N/A

      f. Is the variance calculated properly (701.A.2.d)
      - Yes ☑ No ☐ N/A

   g. Within the 10 year time frame for using MTG/TTT for tanks between 550 and 2000 gallons? (703.B.1.a.i) Expiration date:
      - [Not eligible as an RD method after 12/20/2018]

      h. After 9/20/18, do the manual tank gauge records contain the tank identifier (705.A.2.b.i.a(a)); the month, day and time of the initial test (705.A.2.b.i.a(b)); the first, second and average initial readings (705.A.2.b.i.a(c)); the initial test gallons (705.A.2.b.i.a(d)); the month, day and time of the end test (705.A.2.b.i.a(e)); the first, second and average end readings (705.A.2.b.i.a(f)); the end test gallons (705.A.2.b.i.a(g)); the change in tank volume calculated weekly and monthly (705.A.2.b.i.a(h)); and whether the tank passes or not weekly and monthly (705.A.2.b.i.a(i)) as required by 705.A.2.b? [509.B.4]
      - Yes ☑ No ☐ N/A

3. Tank Tightness Testing (TTT) (701.A.3) Method:

   a. Is the TTT capable of detecting a leak of 0.1 gal/hr leak rate from any portion of the tank that routinely contains product while accounting for the effects of thermal expansion or contraction of the product, vapor pockets, tank deformation, evaporation or condensation, and the location of the water table? (701.A.3)
      - Yes ☑ No ☐ N/A

   b. After 9/20/18, do the TTT records contain the date of the test, the tank identifier, a qualitative result statement, a calculated leak rate, and any other information needed to verify compliance with LAC 33:XI.703.A.2.c as applicable to the equipment and method as required by 705.A.2.e? (509.B.4)
      - Yes ☑ No ☐ N/A

UST CEI CHECKLIST 8 Revision Date: September 20, 2018

Note: All questions are to be answered. If unable to determine, write ‘unknown’ and explain in narrative. Use narrative / summary of findings area to describe all areas of concern in greater detail.
a. After 9/20/18, has the raw data generated for each TTT been provided upon request as required by 705.A.2.c.ii (509.C) □ Yes □ No □ N/A

### 5. External Release Detection Devices (701.A.5)

#### a. General requirements for release detection devices

i. Do the RDDs meet the general requirements for construction? (701.A.5.a.i) □ Yes □ No □ N/A

#### b. Vapor Monitoring (701.A.5.b)

i. Is the regulated substance (or tracer) sufficiently volatile to allow vapors to be detected by the monitoring device? (701.A.5.b.ii) □ Yes □ No □ N/A

ii. Are the RDDs sealed and locked? (701.A.5.a.iii) □ Yes □ No □ N/A

#### c. Groundwater Monitoring (701.A.5.c)

i. Is the regulated substance immiscible in water and have a specific gravity less than one? (701.A.5.c.i) □ Yes □ No □ N/A

ii. Are RDDs in the correct number and properly positioned? (701.A.5.a.ii) □ Yes □ No □ N/A

#### d. Interstitial Monitoring (701.A.6)

i. Continuous interstitial monitoring conducted on all tanks subject to the 12/20/08 secondary containment requirements as required by 303.C? (703.B.1b) □ Yes □ No □ N/A

ii. Are RDDs in the correct number and properly positioned? (701.A.5.a.ii) □ Yes □ No □ N/A

Note: All questions are to be answered. If unable to determine, write ‘unknown’ and explain in narrative. Use narrative / summary of findings area to describe all areas of concern in greater detail.
7. Statistical Inventory Reconciliation (SIR) (701.A.7)

Method:

a. After 9/20/18, can the SIR method report a quantitative result with a calculated leak rate? (701.A.7.a.i)  
   □ Yes □ No □ N/A

b. After 9/20/18, can the SIR method detect a release of 0.2gal/hr or a release of 150 gallons within 30 days? (701.A.7.a.ii)  
   □ Yes □ No □ N/A

c. After 9/20/18, does the SIR method use a threshold that does not exceed ½ the minimum detectable leak rate? (701.A.7.a.iii)  
   □ Yes □ No □ N/A

d. After 9/20/18, do the SIR records contain the month and year of the test? (705.A.2.h.i.(a)); the name of the SIR provider/vendor/software and the name and version of the SIR method used for analysis? (705.A.2.h.i.(b)); the name and address of the facility? (705.A.2.h.i.(c)); a description of the UST system? (705.A.2.h.i.(d)); a quantitative result of the leak threshold, the minimum detectable leak rate, and the calculated leak rate for each UST system monitored? (705.A.2.h.i.(e)); a qualitative statement of pass, fail, or inconclusive for each UST system monitored? (705.A.2.h.i.(f)); and any other information needed to verify compliance with LAC 33:XI.703.A.2.e as applicable to the equipment and method used? (705.A.2.h.(g)) as required by 705.A.2.k? (509.B.4)  
   □ Yes □ No □ N/A

e. After 9/20/18, has the raw data generated for SIR reports been provided upon request as required by 705.A.2.h.(g)? (509.C)  
   □ Yes □ No □ N/A

8. Other Method: (701.A.8) Specify Method:

a. Method can detect 0.2 gal/hr leak rate or a release of 150 gal within 30 days; and meet the 95/5 probability requirement. (701.A.8.a)  
   □ Yes □ No □ N/A

b. EPA/LDEQ has approved the method as being as effective as tank tightness testing, ATG, vapor monitoring, ground water monitoring, interstitial monitoring, or SIR and operator complies with any conditions imposed by the agency. (701.A.8.b)  
   □ Yes □ No □ N/A

c. After 9/20/18, do the other method records contain any records needed to demonstrate that the method meets the performance requirements outlined in LAC 33:XI.701.A.8.a, and any other information needed to verify compliance with LAC 33:XI.703.A.2.e as applicable to the equipment and method as required by 705.A.2.k? (509.B.4)  
   □ Yes □ No □ N/A

Section P Methods of Release Detection for Piping

Further Explanation in Narrative (Fill out only the applicable sections, all others can remain blank)

Is release detection performed on the UST system’s piping? Check the appropriate piping system.  
□ Yes □ No □ N/A

1. Pressurized Piping

   a. Which of the following methods of leak detection does the facility use for pressurized piping? (703.B.2.a.i)
      i. Automatic line leak detectors (ALLD) (one of the following methods is required on all pressurized lines, regardless of line leak detection method used) (703.B.2.a.i.(a))  
         □ Yes □ No □ N/A

         1. Automatic flow restrictor, or  
            □ Yes □ No □ N/A

         2. Automatic shut-off, or  
            □ Yes □ No □ N/A

         3. Continuous audible or visual alarm  
            □ Yes □ No □ N/A

   b. Is a performance test conducted every 12 months on the line leak detector? (701.B.1)  
      □ Yes □ No □ N/A

      A. Testing according to the manufacturer’s requirements? (701.B.1.a)  
         □ Yes □ No □ N/A

      B. Tested by simulating a release in order to determine if the system is fully operational and can detect leaks of 3gph at 10psi line pressure within 1 hour? (701.B.1.b)  
         □ Yes □ No □ N/A

      C. After 9/20/18, tested to ensure that the STP is not continuously running? (701.B.1.c)  
         □ Yes □ No □ N/A

      AND

   b. One other method (703.B.2.a.i(b))  
      □ Yes □ No □ N/A

      i. A line tightness test conducted every 12 months (703.B.2.a.i(b)); Dates of last 3 tests:  
         □ Yes □ No □ N/A

      2. Is LTT method capable of detecting a 0.1 gal/hr leak rate from any portion of the piping routinely containing product? (701.B.2)  
         □ Yes □ No □ N/A

      3. If LTT conducted with ATG with PLLDs or SIR, is the leak rate 0.08gph or less? (701.B.3)  
         □ Yes □ No □ N/A

OR

   b. Is interstitial monitoring conducted on all piping subject to the 12/20/08 secondary containment requirements as required by 303.D.2.f for new install; 303.D.2.g for repairs >25%; 303.D.2.h for new piping at existing site? Specify which: (703.A.2.b)  
      □ Yes □ No □ N/A
2. Suction Piping

a. Which of the following leak detection methods does the facility use for suction piping? (703.B.2.a.ii)

   i. (Safe suction) No release detection is required if the below ground piping is operated at less than atmospheric pressure, sloped to drain product back into tank, only one check valve is present and located directly below or as close as practicable to the suction pump, and it is verified (703.B.2.a.ii.1) – (e) or

   ii. Line tightness test every 3 years? (703.B.2.a.ii) Date of last test:

   OR

   iii. Monthly monitoring? (703.B.2.a.ii) Specify type:

Section Q Requirements for Temporary Closure (903) (Further Explanation in Narrative Section Q Not Applicable)

1. If greater than 1 inch of product remains, is monthly release detection conducted? (903.B)
   Specify type of RD performed:

2. Has the cathodic protection been maintained on tanks, piping, metal flex hoses, and STPs? (903.A)
   a. Is the impressed current system operating continuously and tested every three years in accordance with 503.A.2? (903.A.1.a)

   i. Has the impressed current system been inoperative for more than six months? (903.A.1.a)
      Specify date IC system turned off:

   ii. Has the impressed current system not been repaired within 9 months of failing a CP test? (903.A.1.a)
      Specify date of failed CP test:

   b. Is the impressed current system rectifier checked every 60 days in accordance with 503.A.3? (903.A.2)

   c. Is the galvanic system tested every 3 years in accordance with 503.A.2? (903.A.3)

      i. Is the galvanic system overdue for a CP test by more than 1 year? (903.A.3.a)
         Specify date of last CP test:

      ii. Has the galvanic system not been repaired within 1 year of failing a CP test? (903.A.3.a)
         Specify date of failed CP test:

   d. Has the internal liner been inspected within 10 years of installation and every 5 years thereafter in accordance with 503.E.3.a? (903.A.4)

      i. Is the internal liner performing in accordance with the original design specifications or is the liner able to be repaired in accordance with a code of practice listed in 597? (903.A.4.a)
         Specify date of last liner inspection:

      ii. Has the internal liner been inspected within 1 year of the inspection due date? (903.A.4.a)
         Specify date of last lining inspection:

   e. Are CP records maintained in accordance with 503.B and 509.B.2? (903.A.5)

3. For UST systems temporarily closed for 3 months or more, did the owner/operator:
   a. Leave vent line open and functional? (903.C.1)

   b. Cap and secure all other lines, pump, manways, and ancillary equipment? (903.C.2)

   c. Notify the department of the temporary closure status (UST-REG form)? (903.C.3)

   d. Perform a tank tightness test, line tightness test, and leak detector test within five days after the system was brought back into service after being in temporary closure 3 months or more? (903.F)

   e. List date tank(s) were taken out of service (stopped dispensing product):

   For any non-upgraded UST system that has been temporarily closed for more than 6 months, has the
   owner/operator permanently closed the system? (903.D)

5. When all UST systems located in the same tank hold are temporarily closed for more than 24 months, has the owner/operator:
   a. performed a site assessment in accordance with 907? (903.E)

   b. was the results of the site assessment submitted to DEQ within 60 days following the end of the 24 month period? (903.E)

6. Has the department waived the assessment if the UST system is placed back into service after receiving
   notification from the department to conduct the site assessment and the tank passed tank and line
   tightness testing? (903.E.1)?

7. Is release detection being conducted while in temporary closure? [903.E.2] [TC site assessment not
   required as long as RD is being conducted]
   a. List date RD ceased being conducted: [24 month clock starts when RD is ceased]

8. Has a two year extension to the TC site assessment been requested? [903.E.3] Date of request:

9. Has a two year extension to the TC site assessment been granted? [903.E.3] Date granted:
Section R  Hazardous Substance UST Systems

1. If any UST system contains a hazardous substance, is LAC 33:XI.703.C complied with? (cite specific 703.C citation)
   - Yes [ ] No [ ] N/A [ ]

Specify tank #(s) and substance(s):

Section T  Compatibility Requirements

1. Has the owner demonstrated compatibility of the UST system (tank, piping, containment sumps, pumping equipment, release detection equipment, spill and overfill prevention equipment)? (505.C.1)
   - Yes [ ] No [ ] N/A [ ]

   a. Was a UST-REG submitted within 30 days of 9/20/18, if currently storing or at least 30 days prior to switching to a substance that requires a compatibility determination according to LAC 33:XI.505.C2? (505.C)
      - Yes [ ] No [ ] N/A [ ]

   b. Has an amended registration form been submitted within 30 days of acquiring a UST? (301.C.5)
      - Yes [ ] No [ ] N/A [ ]

   c. Is a copy of the current registration forms (UST-REG-01, UST-REG-02, or UST-REG) kept on-site or at the nearest staffed facility as required by 301.C.7? (509.B.5)
      - Yes [ ] No [ ] N/A [ ]

   d. Has an amended registration certificate kept on-site or at the nearest staffed facility as required by 301.C.8? (509.B.5)
      - Yes [ ] No [ ] N/A [ ]

Section S  Additional Paperwork Requirements

1. After 9/20/18, has an updated UST-REG form been submitted within 30 days of any changes of any of the items reflected on their most current registration forms? (301.C.2)
   - Yes [ ] No [ ] N/A [ ]

2. After 9/20/18, has a UST-REG form been submitted within 30 days of the inspection date or before 9/20/18, if currently storing or at least 30 days after 9/20/18, has a UST-REG form been submitted within 30 days of placing the UST system back into service? (903.G)
   - Yes [ ] No [ ] N/A [ ]

Section U  Financial Responsibility

1. Does the owner or operator maintain evidence of all financial assurance mechanisms used to demonstrate financial responsibility under Chapter 11 (1133.A) What type of financial responsibility is used?
   - Yes [ ] No [ ] N/A [ ]

2. An owner shall maintain the following types of evidence of financial responsibility:
   a. If the owner or operator is using an assurance mechanism specified in LAC 33:XI.1111-1123, is a copy of the instrument worded as specified maintained? (1133.B.1)
      - Yes [ ] No [ ] N/A [ ]

   b. If the owner or operator is using a financial test or guarantee, is a copy of the CFO’s letter based on year-end financial statements for the most recent completed financial reporting year maintained? (1133.B.2)
      - Yes [ ] No [ ] N/A [ ]

   c. If the owner or operator is using a guarantee, surety bond, or letter of credit, is a copy of the signed standby trust fund agreement and copies of any amendments to the agreement maintained? (1133.B.3)
      - Yes [ ] No [ ] N/A [ ]

   d. If the owner or operator is using an insurance policy or risk retention group coverage, is a copy of the signed insurance policy or risk retention group coverage policy, with endorsement or certificate of insurance and any amendments to the agreement maintained? (1133.B.4)
      - Yes [ ] No [ ] N/A [ ]

   e. If the owner or operator is using an assurance mechanism specified in LAC 33:XI.1111-1123, is an updated copy of a certificate of financial responsibility worded as specified in LAC 33:XI.1133.E.6 maintained? (1133.B.6)
      - Yes [ ] No [ ] N/A [ ]

Section V  Operator Training

1. Have the individuals designated as class A, B, and C been trained and certified in accordance with the operator training regulations and applicable deadlines listed below (603.A.2):
   - Yes [ ] No [ ] N/A [ ]
<table>
<thead>
<tr>
<th>AI NAME:</th>
<th>FID #:</th>
<th>INSPECTION DATE(S):</th>
</tr>
</thead>
</table>

a. Have all class A and B operators completed an acceptable operator training course as specified in LAC 33:XI.605 by August 8, 2012, as specified by 607.B?  
| Yes | No | N/A |

b. Have all class C operators completed an acceptable operator training course as specified in LAC 33:XI.605.A.2 by August 8, 2012, as specified by 607.C?  
| Yes | No | N/A |

c. After 8/8/12, were all newly-designated class A or B operators certified within 30 days after assuming operation and maintenance responsibilities at the UST system, as specified by 607.D?  
| Yes | No | N/A |

d. After 8/8/12, were all newly-designated class C operators certified before assuming unsupervised responsibility for responding to emergencies at the UST facility, as specified by 607.E?  
| Yes | No | N/A |

2. Have the certified class A or B operator(s) for this facility met the 3 year re-training requirement?  
| Yes | No | N/A |

3. Were certified class C operator(s) re-trained prior to assuming the responsibility at a facility owned by a different UST owner that did not provide their initial training? (609.B)  
| Yes | No | N/A |

4. Has the owner/operator maintained the following documents:
   a. Training certificate for each person who is currently serving as a class A, B, or C operator? (611.A.1)  
   | Yes | No | N/A |
   b. Posted site-specific emergency procedures, location of emergency shut-off devices, and appropriate emergency contact telephone numbers in a prominent area at the UST facility that is easily visible to the class C operator? (611.A.2)  
   | Yes | No | N/A |

Section W Compliance  
(Not Applicable)  
(Further Explanation in Narrative)  
Has the facility complied with all of the regulations or any order issued by the department? If not, this constitutes a violation of the Act. Enforcement Tracking # of Order not in compliance with:  
| Yes | No | N/A |

Section X Periodic Operation and Maintenance Walkthrough  
[Not applicable until 9/20/21]
Louisiana Department of Environmental Quality
FIELD INTERVIEW FORM

Agency Interest #: ______________  Inspection Date: ________  Time of Arrival: ________

Facility Name: ___________________  Phone #: __________

Departure Date: ________  Time of Departure: ________

Location: ________________________

Mailing Address: ____________________

Street/P.O. Box  City  State  Zip

Parish Name: ______________________

Facility Representative: ______________  Title: __________

Inspection Type: ______________  Program Involved:  Air  Waste  Water  Other ______________

Inspector’s Observations:  (e.g. Areas and Equipment Inspected, Problems, Deficiencies, Remarks, Verbal Commitments from Facility Representatives)

Areas of Concern  Explanation  Resolved?

Resolved?  YES  NO

YES  NO

YES  NO

YES  NO

Photos Taken?  YES  NO  Samples Taken?  YES  NO

(Attach Chain-of-Custody)

Received by: Signature: ______________________  Title: __________

Print Name: ______________________

(Note: Signature DOES NOT indicate agreement with Inspector’s Notes)

Inspector(s): ______________________  Attachments: ______________________

NOTE: The information contained on this form reflects only the preliminary observations of the inspector(s). It should not be interpreted as a final determination by the Department of Environmental Quality or any of its officers or personnel as to any matter, including, but not limited to, a determination of compliance or lack thereof by the facility operator with any requirements of statutes, regulations or permits. Each day of non-compliance constitutes a separate violation of the regulations and/or the Louisiana Environmental Quality Act.
<table>
<thead>
<tr>
<th>Site</th>
<th>Location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AI#</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Parish:</td>
</tr>
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</table>

Photo #:            Date:            Description:
UST OPERATOR TRAINING REGULATIONS

On February 20, 2010, the LDEQ UST Operator Training regulations became final. These new UST regulations can be found in LAC 33:XI.Chapter 6, and are available for viewing on the LDEQ website at www.deq.louisiana.gov.

CLASSES OF UST OPERATORS

UST Operators are divided into three classes (A, B and C), and there are specific training requirements for each class.

Class A UST Operator – The tank owner, or a person designated by the tank owner to represent the owner’s interest, who has the primary responsibility of maintaining compliance with all UST regulations.

Class B UST Operator – Person(s) designated by the tank owner to implement all applicable requirements of the UST regulations in the field and to implement the day-to-day aspects of the operation and maintenance of a UST system at the facility. Class B UST operators can be employees of the UST owner or can be third party operators hired by the UST owner.

Class C UST Operator – Person(s) designated by the tank owner that has the daily, on-site responsibility for addressing emergencies presented by a spill or release from a UST system (e.g., clerks, attendants).

UST OPERATOR DESIGNATION

UST owners are required to designate, for each UST facility, at least one named individual for each class of UST operator. UST owners can designate a different individual for each class of operator, or one individual for more than one operator class.

Beginning February 20, 2010, LDEQ and contract inspectors will ask UST owners who their Class A and Class B UST Operators are for the facility being inspected. The Class A and B UST Operators for facilities inspected after February 20, 2010 must be trained within 9 months of the inspection date.

ACCEPTABLE TRAINING FOR CLASS A AND CLASS B UST OPERATORS

All Class A and Class B UST Operators are required to attend and complete a Department-sponsored UST operator training seminar. All Class A and Class B UST Operators will be able to attend the seminars at no charge, although there may be a fee for registrants that fail to cancel within 3 days of the seminar date and fail to show up.

UST Operators can register for the seminars by visiting the Petro Classroom website at www.petroclassroom.com or by calling 800-530-5683.
ACCEPTABLE TRAINING FOR CLASS C UST OPERATORS

Class A or B UST Operators must ensure that the UST facility’s Class C UST Operators complete training in emergency procedures. Class C operator training programs may include in-class, hands-on, on-line, or any other training format deemed acceptable by the facility’s Class A or B UST Operator. Class C training information will be provided to all Class A and B UST Operators that attend the Department-sponsored UST operator training seminars.

The Class A or B UST Operator must ensure that a list of emergency procedures, which must include site-specific emergency procedures, the location of emergency shut-off devices, and appropriate emergency contact telephone numbers, is posted in a prominent area at the UST facility that is easily visible to the Class C UST Operator.

UST OPERATOR TRAINING DEADLINES

Phase In Schedule for Class A and Class B UST Operators

All Class A and Class B UST operators for facilities inspected after February 20, 2010 must complete an acceptable operator training course within 9 months of the inspection date.

Class A and B UST Operators for facilities that were not inspected must be trained before August 8, 2012.

Class C UST Operators

All Class C UST Operators must be trained before August 8, 2012. There is no “phase-in” schedule for Class C UST Operators.

UST OPERATOR TRAINING FREQUENCY

Class A and Class B UST Operators

Certified Class A and B UST Operators must be re-trained within 3 years of the last training date. Certified Class A and B UST Operators can work at any UST facility within Louisiana without having to be re-trained.

Whenever a UST system is found out of compliance, Class A and/or B UST Operators, as determined by LDEQ for that facility, must attend either the UST Expedited Penalty Seminar or the UST operator training seminar, as determined by LDEQ.

Class C UST Operators

Certified Class C UST Operators must be re-trained prior to assuming responsibility at a facility owned by a different UST owner that did not provide the initial training. Class C UST Operators do not have to be re-trained every 3 years.

REQUIRED OPERATOR TRAINING DOCUMENTATION

Class A an B operators that complete the seminars will receive certificates. Class A and B’s must send the name, date of training, and company name of their Class C’s to lomcsa@lomcsa.com to receive C certificates.

UST Owners must keep a training certificate for each person who is currently serving as a Class A, B, or C UST Operator for as long as that person serves as a UST Operator for that facility.

For more information, visit the LDEQ UST Division website at www.deq.louisiana.gov or contact Samuel Broussard at 337-262-5744.
**Acadiana and Southwest Region**

<table>
<thead>
<tr>
<th>Acadiana Regional Office</th>
<th>Southwest Regional Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>111 New Center Drive</td>
<td>1301 Gadwat Street</td>
</tr>
<tr>
<td>Lafayette, LA 70508</td>
<td>Lake Charles, LA 70615</td>
</tr>
<tr>
<td>Main Phone: (337) 262-5584</td>
<td>Main Phone: (337) 491-2667</td>
</tr>
<tr>
<td>Fax: (337)262-5593</td>
<td>Fax: (337) 491-2682</td>
</tr>
</tbody>
</table>

**Parishes Served:** Acadia, Allen, Beauregard, Calcasieu, Cameron, Evangeline, Iberia, Jefferson Davis, Lafayette, St. Landry, St Martin, St. Mary, Vermilion, Vernon.

---

**Capital Region**

<table>
<thead>
<tr>
<th>Capital Regional Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>602 N. Fifth Street</td>
</tr>
<tr>
<td>Baton Rouge, LA 70802</td>
</tr>
<tr>
<td>Main Phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Parishes Served:** Ascension, Assumption, East Baton Rouge, East Feliciana, Iberville, Livingston, Pointe Coupee, St. Helena, St. James, Tangipahoa, West Baton Rouge, West Feliciana

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**Northeast and Northwest Region**

<table>
<thead>
<tr>
<th>Kisatchie Regional Office</th>
<th>Northeast Regional Office</th>
<th>Northwest Regional Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>2129 Rainbow Drive</td>
<td>506 Downing Pines Road</td>
<td>1525 Fairfield Rm 520</td>
</tr>
<tr>
<td>Pineville, LA 71360</td>
<td>Monroe LA 71292</td>
<td>Shreveport, LA 71101</td>
</tr>
<tr>
<td>Main Phone: (318) 487-5656</td>
<td>Main Phone: (318) 362-5439</td>
<td>Main Phone: (318) 676-7227</td>
</tr>
<tr>
<td>Fax: (318) 487-5927</td>
<td>Fax: (318) 362-5448</td>
<td>Fax: (318) 676-7573</td>
</tr>
</tbody>
</table>

**Parishes Served:** Avoyelles, Bienville, Bossier, Caddo, Caldwell, Catahoula, Claiborne, Concordia, De Soto, East Carrol, Franklin, Grant, Jackson, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, Tensas, Union, West Carol, Winn, Webster

---

**Southeast Region**

<table>
<thead>
<tr>
<th>Southeast Regional Office</th>
<th>Bayou Lafourche</th>
</tr>
</thead>
<tbody>
<tr>
<td>201 Evans Road, Bldg 4 Suite 420</td>
<td>110 Barataria Street</td>
</tr>
<tr>
<td>New Orleans, LA 70123</td>
<td>Lockport, LA 70374</td>
</tr>
<tr>
<td>Main Phone: (504) 736-7701</td>
<td>Main Phone: (985) 532-6206</td>
</tr>
<tr>
<td>Fax: (504) 736-7702</td>
<td>Fax: (985) 532-9945</td>
</tr>
</tbody>
</table>

**Parishes Served:** Lafourche, Jefferson, Orleans, Plaquemine, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, Terrebonne, Washington
Facility: _______________________________  Agency Interest No.: ____________________
Depth to Groundwater (if encountered): ________

Excavated Backfill - (Returned to Tank Hold)  (Disposed)

Removed UST

Closed-In-Place UST

D – # ft.  Tank Contained Diesel and Length of Tank
G – # ft.  Tank Contained Gasoline and Length of Tank
U – # ft.  Tank Contained Used Oil and Length of Tank
T#  Tank Sample # Collected in Native Soil
BF#  Backfill Sample #
D#  Dispenser Sample #
A#  Additional Closure Sample #
### ATTACHMENT 2

**SCHEDULE OF PRICES**

"Underground Storage Tank Compliance Evaluation Inspections"

**Louisiana Department of Environmental Quality**

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Pay Item Description</th>
<th>Payment Unit</th>
<th>No. of Units</th>
<th>Unit Rate</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Commencement Conference</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Commencement Conference Call</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Training Meeting</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Compliance Evaluation Inspections</td>
<td>Each</td>
<td>3150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Availability for Legal Support</td>
<td>Hour</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Travel Related to Legal Support</td>
<td>Hour</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Travel Expenses Related to Legal Support</td>
<td></td>
<td></td>
<td>In Accordance with PPM49</td>
<td></td>
</tr>
</tbody>
</table>

**Total Price**

- Rates for lines 1 – 4 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 and profit.

- Rates for lines 5 - 6 shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) and profit for hours spent during court hearings and cases and traveling to and from court hearings and cases.

- Travel and other allowable expenses for Legal Support shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.

[http://www.doa.la.gov/Pages/osp/Travel/Index.aspx](http://www.doa.la.gov/Pages/osp/Travel/Index.aspx)

- The Department reserves the right to transfer among existing “schedule of prices” line items. The cumulative transfers cannot exceed 10% of the total contract amount. Supporting documentation must accompany each transfer request.

*ALL BLANKS MUST BE COMPLETED*
ATTACHMENT 3

Form A

MONITORING REPORT

Date: ______________________   LaGov No. ___________________
Contractor: ________________________________________________________________
Project Title: “Underground Storage Tank Compliance Evaluation Inspections”
Invoice No.: ____________________________      Invoice Amount: __________________
Total Contract Amount: $__________________     Balance: $________________________
Reporting Period: ______________________________________________________________
Total Invoiced to Date: $________________________________________________________

I. WORK COMPLETED TO DATE:

   A. **Hourly** (For Legal Support Only) (include services performed and number of hours worked).

   B. **Scope of Services Outlined by Tasks** (include tasks completed or portion of task completed to date).

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

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

   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

Form DEQ-Monitoring Report             Page 1 of 2
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

_____________________________________________________

Contractor _______________________________    Date _______________________________  
Signature

Approval ________________________________     Date _______________________________  
Department Project Manager

Form DEQ-Monitoring Report       Page 2 of 2
Attachment 3  
Form B  
HVI INVOICE TRACKER

<table>
<thead>
<tr>
<th>CONTRACT TITLE:</th>
<th>&quot;Underground Storage Tank Compliance Evaluation&quot;</th>
<th>INVOICE #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR:</td>
<td></td>
<td>LAGOV PO #:</td>
</tr>
<tr>
<td>REPORTING PERIOD:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURE INCURRED BY</th>
<th>NAME (If Subcontractor)</th>
<th>BUSINESS ENTERPRISE</th>
<th>LED CERTIFICATION NUMBER</th>
<th>$ AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBCONTRACTOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL INVOICE: $0.00

*This form must be submitted with all invoices for contracts where RFP points were earned for the use of LaVet and/or SE-HI.*

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

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>