REQUEST FOR PROPOSALS

“Marco/Stevens Sites Interim Corrective Action for the Remediation Division”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

RFP No: 3000018583
Proposal Due Date/Time: April 22, 2022/4:00 p.m. CT

Issue Date: March 22, 2022
REQUEST FOR PROPOSALS

“Marco/Stevens Sites Interim Corrective Action for the Remediation Division”
Louisiana Department of Environmental Quality

TABLE OF CONTENTS

PART I. ADMINISTRATIVE INFORMATION ..................................................................... 1
1.1 Purpose.................................................................................................................... 1
1.2 Background .......................................................................................................... 1
1.3 Term of Contract.................................................................................................... 2
1.4 Compensation ...................................................................................................... 2
1.5 Definitions............................................................................................................ 2
1.6 Schedule of Events................................................................................................ 3
1.7 Proposal Clarifications Prior to Submittal .......................................................... 4
   1.7.1 Pre-Proposal Conference/Mandatory Site Visit ........................................... 4
   1.7.2 Proposers Inquiries .................................................................................... 4
   1.7.3 Blackout Period ....................................................................................... 5
1.8 Proposal Submittal ............................................................................................... 6
   1.8.1 Hard Copy Proposal Submittal .................................................................... 6
   1.8.2 Electronic Proposal Submission .............................................................. 7
1.9 Number of Copies of Technical & Financial Proposals ...................................... 7
1.10 Errors and Omissions in Proposal ..................................................................... 8
1.11 Changes or Addenda ......................................................................................... 8
1.12 Withdrawal of Proposal ................................................................................... 8
1.13 Waiver of Administrative Informalities ............................................................ 8
1.14 Proposal Rejection/RFP Cancellation ............................................................. 9
1.15 Ownership of Proposal .................................................................................... 9
1.16 Cost of Offer Preparation ................................................................................ 9
1.17 Taxes .................................................................................................................. 9
1.18 Security ............................................................................................................. 9
1.19 Cybersecurity Training .................................................................................... 10
1.20 Proposal Preparation ....................................................................................... 10

PART II. GENERAL INFORMATION .............................................................................. 11
2.1 Corporation Requirements ............................................................................... 11
2.2 Code of Ethics for State Employees .................................................................. 11
2.3 Insurance Requirements ................................................................................... 11
2.4 Liability and Indemnification .......................................................................... 11
   2.4.1 Contractor Liability .................................................................................. 11
2.4.2 Limitations of Liability ................................................................. 12
2.4.3 Indemnification ............................................................................ 12
2.4.4 Force Majeure .............................................................................. 12
2.4.5 Intellectual Property Indemnification.............................................. 12
2.4.6 Other Remedies ........................................................................... 13
2.5 Veteran and Hudson Initiative Programs ............................................. 13
2.6 Laboratory Accreditation ................................................................. 15
2.7 Prohibition of Discriminatory Boycotts of Israel .............................. 15
2.8 Performance Standards .................................................................... 15
2.8.1 Performance Requirements ......................................................... 16
2.8.2 Performance Measurement/Evaluation/Monitoring Plan .................. 16
2.9 Duty To Defend ................................................................................ 16

PART III. PROPOSAL PREPARATION INSTRUCTIONS ........................................ 17
3.1 Proposal Content ............................................................................... 17
3.2 Elements for Technical Proposal (Volume I) ....................................... 17
3.2.1 Proposal Cover Sheet/Certification Statement ............................... 17
3.2.2 Table of Contents .......................................................................... 17
3.2.3 Scope of Services .......................................................................... 17
3.2.4 Personnel Qualifications and Experience ....................................... 18
3.2.5 Company Qualifications and Experience ....................................... 19
3.2.6 Use of Subcontractors ................................................................... 19
3.2.7 Price Proposal (Schedule of Prices) .............................................. 20
3.2.8 Former Public Employees ............................................................... 21
3.3 Financial Information (Volume II) ...................................................... 21
3.4 Proposal Format ................................................................................ 22
3.5 Confidential Information, Trade Secrets, and Proprietary Information .... 22

PART IV. PROPOSAL EVALUATION AND SELECTION ........................................ 24
4.1 Mandatory Proposal Content ......................................................... 24
4.2 Evaluation and Selection Process ..................................................... 24
4.3 Evaluation Criteria ........................................................................... 24
4.4 Price Evaluation Calculation ........................................................... 25
4.5 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small
Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small
Entrepreneurships (Hudson Initiative) Programs Participation ............... 28
4.6 Best and Final Offers (BAFO) ........................................................... 29
4.7 Written or Oral Discussions/Presentations ......................................... 29
4.8 Determination of Responsibility ....................................................... 29
4.9 Contract Award and Execution ....................................................... 30
4.10 Notice of Intent to Award and Debriefing ........................................... 31
4.11 Protest of the Award ....................................................................... 31
4.12 Right to Prohibit Award .................................................................. 31
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
   Exhibit A .............................................................. Submittal Requirements for Analytical Data
   Exhibit B............................................................... Right-of-Way, Access, and Use Agreement

Attachment 2........................................................................................................ Schedule of Prices
   Schedule of Prices A ................................................................. Labor Categories
   Schedule of Prices B ...................................................................... Analytical Testing
   Schedule of Prices C ............................................................... Transportation, Disposal, Backfill Activities,
                                                               Equipment/Expendable Supplies, and Additional Environmental Services

Attachment 3 .......................................................................................................................... Forms
   Form A ........................................................................ Hudson Veteran Invoice Tracker
REQUEST FOR PROPOSALS

“Marco/Stevens Sites Interim Corrective Action for the Remediation Division”
Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from qualified Proposers who are interested in planning and performing interim corrective action(s) at the Marco of Iota and Stevens Sites and submitting an Interim Corrective Report(s). The goal is to continue interim corrective action(s) of these two sites which were contaminated by improper disposal of hazardous wastes. The Louisiana Department of Environmental Quality (Department) invites all qualified parties (companies and individuals) to submit proposals for providing these services. One contract will be awarded.

1.2 Background

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

In 2010, the Department contracted a ground penetrating radar (GPR) survey of the Marco of Iota site. A final revised report was submitted on February 16, 2011. This report indicated a southern subsurface anomaly which requires further investigation. This area is approximately 245 feet, east to west and 125 feet north to south. Data signatures in this area are consistent with GPR buried drum/debris readings. Anomalies are found approximately three to seven feet below ground surface (BGS). Initial excavations of the southern subsurface anomaly at the Marco of Iota Site occurred in late 2021. GPR occurred in January 2022. The results from the GPR will be used to determine if more excavation is needed.

The Stevens Site is located south and west of the intersection of Peachtree Road and Melrose Road in Abbeville, LA. The property is described as the northeast corner of Section 36, Township 12 South, and Range 2 East, in the Ninth Ward of Vermillion Parish. This site was formerly operated as a farm and a waste disposal site. Available evidence indicates that wastes were disposed of by burial in containers (drums).
Electromagnetic (EM) surveys have been performed at this site on July 14 - 24, 2003. These surveys were designed specifically to detect potential buried drums or debris to a depth of up to fifteen (15) feet and revealed twelve (12) instances of metallic anomalies. EM survey results were confirmed for ten of the twelve anomalies by a ground penetrating RADAR survey (GPR) conducted October 25, 2010.

Under a previous contract, excavation and offsite disposal of buried wastes were completed in 2019. Further EM and GPR surveys occurred in 2021 and 2022. Interim Corrective Action may or may not be required under this contract, however the Contractor must be able to complete the possible remediation activities.

1.3 Term of Contract

The term of any contract resulting from this RFP shall begin on or about August 1, 2022 and is anticipated to end on July 31, 2025. With all proper approvals and concurrence with the successful Contractor, Agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond a 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.4 Compensation

Compensation for contract services will be based on the Schedule of Prices A, B, and C (see RFP Section 3.2.7) and the unit rates resulting from the RFP process to be incorporated into the contract, with a maximum total contract amount to be determined by the Department upon contract award. The Department reserves the right to amend the contract to increase the total contract amount, using the unit rates established in Attachment 2, Schedule of Prices A, B, and C. This contract and any amendments require the approval of the Division of Administration, Office of State Procurement.

1.5 Definitions

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

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

CT – Central 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

LELAP - Louisiana Environmental Laboratory Accreditation Program - the program responsible for assessing and accrediting environmental laboratories that generate data that is submitted directly or indirectly to the Louisiana Department of Environmental Quality

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

The Department – Louisiana Department of Environmental Quality

Using Agency - The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

1.6 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>CT</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Advertised in newspapers and posted to LaPAC</td>
<td>March 22, 2022</td>
<td></td>
</tr>
<tr>
<td>Deadline for receipt of written inquiries</td>
<td>March 31, 2022</td>
<td>4:00 p.m. CT</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>April 8, 2022</td>
<td></td>
</tr>
<tr>
<td>Deadline for receipt of proposals. All proposals shall remain sealed</td>
<td>April 22, 2022</td>
<td>4:00 p.m. CT</td>
</tr>
<tr>
<td>Notification of Oral Presentation to Proposers (if required)</td>
<td>May 9, 2022</td>
<td></td>
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<tr>
<td>Oral presentations by Proposers (if required)</td>
<td>May 16, 2022</td>
<td></td>
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<tr>
<td>Notice of Intent to Award announcement and 14-day protest period beginning on or about</td>
<td>July 5, 2022</td>
<td></td>
</tr>
<tr>
<td>Contract execution on or about</td>
<td>August 1, 2022</td>
<td></td>
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</tbody>
</table>

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.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-Proposal Conference/Mandatory Site Visit

NOT REQUIRED FOR THIS RFP

1.7.2 Proposers Inquiries

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

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

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

The Department will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by on or before the date and time specified in the RFP Part I, Section 1.6, 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/rapac/pubMain.cfm](https://wwwcfprd.doa.louisiana.gov/osp/rapac/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 Part I, Section 1.6, 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.

Note: LaPAC is the State’s online electronic bid posting and notification system resident on the Office of State Procurement website [https://www.doa.la.gov/doa/osp/](https://www.doa.la.gov/doa/osp/). In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under Vendor Resources, Vendor Portal Help scripts at: [https://www.doa.la.gov/doa/osp/vendor-resources/](https://www.doa.la.gov/doa/osp/vendor-resources/).

### 1.7.3 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.

1.8 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 on or before the date and time specified in RFP Part I, Section 1.6, Schedule of Events, according to the following instructions. Proposers may choose to submit a proposal either in hard copy (printed) or electronic version. **Note:** only one version is required. Proposers are not required to submit their proposal in both versions.

1.8.1 Hard Copy Proposal Submittal

Hard copy (printed) proposals must be received by the RFP Coordinator identified in Section 1.7.2 of the RFP. E-mail or fax 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 electing to hand deliver proposal are advised not to leave their proposals in any drop box at Department’s headquarters. 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.** NOTE: Hard copies of proposals must be delivered during office hours: 8:00 am – 4:00 pm.
1.8.2 Electronic Proposal Submission

Electronic proposals must be uploaded to:
https://stateofla.app.box.com/f/368a6a222f29457bb12d8178d91501fc. E-mail or fax shall not be acceptable. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

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

Proposers needing assistance regarding proposal uploads should visit:

1.9 Number of Copies of Technical & Financial Proposals

The Department requests the following for **hard copy proposals**:

- One (1) original (clearly marked “Original”) and four (4) numbered copies of the **technical proposal**, Volume I. See Section 3.2 of this RFP. All should be clearly marked “technical proposal”.

- One (1) original (clearly marked “Original”) and four (4) numbered copies of the **price proposal**. See Section 3.2.7 of this RFP. All should be clearly marked “price proposal”.

- One (1) original of the **financial information proposal**, Volume II. See Section 3.3 of this RFP.

- One (1) **redacted technical proposal**, Volume I, if applicable, (See RFP Part III, Section 3.5 - Confidential Information, Trade Secrets, and Proprietary Information)

- One (1) electronic copy of the technical proposal, Volume I on a USB flash drive.

The Department requests the following for **electronic proposals**:

- One (1) **technical proposal**, Volume I provided as a single file in PDF or Microsoft Word format. See Section 3.2 of this RFP. The file should be named: RFP #3000018583 Technical Proposal [Proposer Name].

- One (1) **price proposal**, in PDF, Microsoft Word, and/or Microsoft Excel formats, as applicable. See Section 3.2.7 of this RFP. The file should be named: RFP #3000018583 Price Proposal [Proposer Name].
• One (1) financial information proposal, Volume II, provided as a single file in PDF, Microsoft Word, and/or Microsoft Excel Formats as applicable. See Section 3.3 of this RFP. The file should be named: RFP #3000018583 Financial Information Proposal - [Proposer Name].

• One (1) redacted technical proposal, Volume I, if applicable, (See RFP Part III, Section 3.5, Confidential Information, Trade Secrets, and Proprietary Information), provided as a single file in PDF or Microsoft Word format. The file should be named: RFP #3000018583 Redacted Technical Proposal [Proposer Name]

The proposal shall contain original signatures, electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:1.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

1.10 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.

1.11 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.

1.12 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 hard copy proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in Section 1.7.2 of the RFP. To withdraw an electronic proposal, a written request with electronic signature or scan of an original signature by the authorized representative of the Proposer must be uploaded to https://stateofla.app.box.com/f/368a6a222f29457bb12d8178d91501fc.

1.13 Waiver of Administrative Informalities

The Department shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.
1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 Security

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


1.19 Cybersecurity Training

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

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

1.20 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 successful Proposer is a corporation not incorporated under the laws of the State of Louisiana, the successful Proposer 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 successful Proposer is a for-profit corporation whose stock is not publicly traded, the successful 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 26). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the Contractor and approved by the Department before work begins. Furthermore, the Contractor must include all subcontractors as insured under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor before work begins. Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI. This rating requirement shall be waived for Worker’s Compensation coverage only.

2.4 Liability and Indemnification

2.4.1 Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.
2.4.2 Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

2.4.3 Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State’s act or failure to act.

2.4.4 Force Majeure

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

2.4.5 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.
If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State’s unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

2.4.6 Other Remedies

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

2.5 Veteran and Hudson Initiative Programs

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

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

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform and the dollar value of each subcontract.
During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form A.

In RFPs 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 entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: https://smallbiz.louisianaeconomicdevelopment.com

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

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.

2.6 Laboratory Accreditation

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

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

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

2.7 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.

2.8 Performance Standards

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

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

The performance requirements are identified in Attachment 1, Statement of Work, Section 2.0, Contract Task; Section 3.0, Project Schedule; and Section 5.4, Deliverables.

2.8.2 Performance Measurement/Evaluation/Monitoring Plan

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

2.9 Duty To Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor’s obligations, duties, and responsibilities under this section. Contractor shall obtain the State’s written consent before entering into any settlement or dismissal.
PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

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

3.2 Elements for Technical Proposal (Volume I)

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

3.2.1 Proposal Cover Sheet/Certification Statement

Each Proposer must complete and submit an original signature, electronically signed or scanned signature on Appendix A, Proposal Cover Sheet/Certification Statement. Proposals lacking a cover sheet/certification statement shall be rejected.

3.2.2 Table of Contents

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

3.2.3 Scope of Services

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

(b) Project organization

The Proposer should provide the following information:

Provide a project-specific organizational chart identifying the Proposer’s key project personnel, other project personnel and key subcontractor personnel proposed to work on this project as identified in Attachment 1, SOW, Section 4.0 Minimum Qualifications of the Contractor’s Personnel. Show the lines of authority and lines of communication among all participants, points of contact for the Department, and any subcontractor relationships. The organizational chart should be accompanied by a narrative identifying the functions and responsibilities of each position identified and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

(c) Management approach

The Proposer should describe the proposed approach to project management. Project management shall include, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and the Department, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables as it relates to Attachment 1.

(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 4.0 Minimum Qualifications of the Contractor’s Personnel. The Department will consider only experience that is relevant to the tasks listed in Attachment 1, SOW.

For all key project personnel designated in the project-specific organization chart (provided under Section 3.2.3, Item 1b. above), the Proposer should describe their qualifications and experience. The Proposer should include résumés for key project personnel...
personnel only showing each assigned individual’s education, certifications, registrations, accomplishments, and experience.

### 3.2.5 Company Qualifications and Experience

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

Each Proposer should describe projects undertaken or completed by its 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 shall identify the subcontractor(s) on Appendix A, Proposal Cover Sheet/Certification Statement. The Proposer shall provide a copy of a signed letter of agreement or a copy of a signed contract from any intended subcontractor and include specific designations of the tasks to be performed. This commitment shall 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 2.5 of this RFP, in order to obtain these points.

3.2.7 Price Proposal (Schedule of Prices)

Each Proposer must submit a price proposal using the Department's pricing structure provided in Attachment 2, Schedule of Prices A (Labor Categories), B (Analytical Testing), and C (Transportation, Disposal, Backfill Activities, Equipment/Expendable Supplies, and Additional Environmental Services). No other format shall be acceptable. Proposals not including a Schedule of Prices A and B shall be rejected.

Additionally, all blanks on the Schedule of Prices must be completed; enter only numeric values. For items with no charge, “$0” must be entered.

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

If a Proposer identifies deficiencies or errors in this format, the information should be brought to the attention of the RFP Coordinator in accordance with the process in Section 1.7.2 prior to proposal submission. The Department will review the information, and, if necessary, will issue any correction as an addendum to the RFP.

The Department reserves the right to send an inquiry for clarification, as stated in RFP Section 4.7, Written or Oral Discussions/Presentations, to the Proposer for any Schedule of Prices that appear to be to have missing or incomplete rates.
3.2.8. Former Public Employees

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

3.3 Financial Information (Volume II)

Financial information is used for determination of responsibility (See Section 4.8), and not as evaluation criteria. In a separate volume, proposals should include evidence demonstrating the Proposer’s financial capability to carry out this project. Evidence can include, but is not limited to:

- (Preferred) Financial Statements audited by an independent Certified Public Accountant (CPA) for the past 3 years. This includes:
  - Notes to the Financial Statements, and
  - The CPA’s audited report for each year;

or

- 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 ensure 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 to provide the Performance Bond to the Department. 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

Technical proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Proposers may choose to submit a proposal either in hard copy (printed) or electronic version, in accordance with Section 1.8, Proposal Submittal. Each hard copy volume of the proposal should be typed and securely bound in a three ring binder. Each electronic copy volume should be typed and provided in PDF, Microsoft Word, and/or Microsoft Excel formats, as applicable. Pages of the technical proposal should be numbered consecutively and each section should be marked. Proposals should be prepared simply, legibly, and economically. Elaborate color pictures and promotional material are neither necessary nor desired.

### 3.5 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The price proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

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

If a Proposer wishes to secure nondisclosure of information contained in its proposal, the Proposer must also submit a written request to the Secretary of the Department in accordance with LAC 33:1. Chapter 5 and applicable laws. Upon review of the written request, the Secretary of the Department will determine if the information requires confidentiality.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY.”. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

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

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

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

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

4.1 Mandatory 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 signature, an electronically signed, or a scanned signature Proposal Cover Sheet/Certification Statement (Part III, Section 3.2.1);

(2) A Schedule of Prices A and B (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. Experience gained through previous or current contracts with the Department may be considered by the Department for proposal evaluation, whether or not listed by the Proposer. (See Section 3.2.5 above.)

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

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

4.3 Evaluation Criteria

The Selection Committee will evaluate and score the proposals using the criteria and scoring as follows:
CRITERIA | MAXIMUM SCORE  
---|---
1. Merit of the Proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4). | 17  
2. Qualifications and relevant experience of the Proposer's key project personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6). | 18  
3. Qualifications and relevant experience of the Proposer in planning and performing interim corrective actions (Part III, Sections 3.2.5 and 3.2.6). | 18  
4. Price (Part III, Section 3.2.7). | 35  
5. Louisiana Hudson and/or Veteran Initiative (Part IV, Section 4.5) | 12  
**TOTAL SCORE** | **100**

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

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

**4.4 Price Evaluation Calculation**

To compare proposers’ rates, the Department will calculate a total “Proposal Evaluation Price” for each proposal by:

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

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Unit</th>
<th>Unit Rate</th>
<th>Weighting</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>Hour</td>
<td>$</td>
<td>4</td>
<td>$</td>
</tr>
<tr>
<td>Site Supervisor</td>
<td>Hour</td>
<td>$</td>
<td>3</td>
<td>$</td>
</tr>
<tr>
<td>Quality Assurance Manager</td>
<td>Hour</td>
<td>$</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>Scientist (Chemist, Biologist, Environmental Scientist, etc.)</td>
<td>Hour</td>
<td>$</td>
<td>3</td>
<td>$</td>
</tr>
<tr>
<td>Technician</td>
<td>Hour</td>
<td>$</td>
<td>3</td>
<td>$</td>
</tr>
<tr>
<td>Laborer</td>
<td>Hour</td>
<td>$</td>
<td>3</td>
<td>$</td>
</tr>
</tbody>
</table>
Equipment Operator | Hour | $   | 3   | $   \\
Computer Aided Design (CAD) Operator | Hour | $   | 1   | $   \\
Administrative/Clerical Support | Hour | $   | 2   | $   \\

Subtotal I | $   \\

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

<table>
<thead>
<tr>
<th>Analysis</th>
<th>Payment Unit</th>
<th>Unit Rate</th>
<th>Weighting</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closed-System Purge and Trap and Extraction for Volatile Organics in Soil and Waste Samples (shall include samplers, vials and other supplies for volatiles/VPH); shall include costs for vial disposal for Closed System Purge and Trap</td>
<td>sample (Terracore or equivalent; or EnCore or equivalent)</td>
<td>$</td>
<td>5</td>
<td>$</td>
</tr>
<tr>
<td>Volatiles (RECAP Table 1)</td>
<td>sample</td>
<td>$</td>
<td>5</td>
<td>$</td>
</tr>
<tr>
<td>Volatile Petroleum Hydrocarbons (VPH)</td>
<td>sample</td>
<td>$</td>
<td>5</td>
<td>$</td>
</tr>
<tr>
<td>Extractable Petroleum Hydrocarbons (EPH)</td>
<td>sample</td>
<td>$</td>
<td>5</td>
<td>$</td>
</tr>
<tr>
<td>Semi-volatiles (RECAP Table 1)</td>
<td>sample</td>
<td>$</td>
<td>5</td>
<td>$</td>
</tr>
<tr>
<td>Glycols</td>
<td>sample</td>
<td>$</td>
<td>4</td>
<td>$</td>
</tr>
<tr>
<td>Toxicity Characteristic Leaching Procedure (TCLP) Extraction</td>
<td>sample</td>
<td>$</td>
<td>2</td>
<td>$</td>
</tr>
<tr>
<td>RECAP Metals (RECAP Table 1)</td>
<td>sample</td>
<td>$</td>
<td>5</td>
<td>$</td>
</tr>
<tr>
<td>RCRA Metals (as totals)</td>
<td>sample</td>
<td>$</td>
<td>2</td>
<td>$</td>
</tr>
</tbody>
</table>

Subtotal II | $   \\

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

<table>
<thead>
<tr>
<th>Analysis</th>
<th>Payment Unit</th>
<th>Unit Rate</th>
<th>Weighting</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polychlorinated Biphenyls (PCBs)</td>
<td>sample</td>
<td>$</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>Asbestos from Bulk Samples</td>
<td>sample</td>
<td>$</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>Oil and Grease in water</td>
<td>sample</td>
<td>$</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>Total Dissolved Solids in water</td>
<td>sample</td>
<td>$</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>Ignitibility</td>
<td>sample</td>
<td>$</td>
<td>2</td>
<td>$</td>
</tr>
<tr>
<td>Test Category</td>
<td>Sample Quantity</td>
<td>Price 1</td>
<td>Price 2</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>-----------------</td>
<td>----------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>Reactivity (Cyanide and Sulfide)</td>
<td>sample</td>
<td>$2</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Corrosivity</td>
<td>sample</td>
<td>$2</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Synthetic Precipitation Leaching Procedure (SPLP) Extraction</td>
<td>sample</td>
<td>$2</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Chromium VI (hexavalent chromium)</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Mercury</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>pH</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Cyanide</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Aluminum</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Antimony</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Arsenic</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Barium</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Beryllium</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Cadmium</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Calcium</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Chromium</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Cobalt</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Copper</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Iron</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Lead</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Magnesium</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Manganese</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Nickel</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Potassium</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Selenium</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Silver</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Sodium</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Thallium</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Vanadium</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Zinc</td>
<td>sample</td>
<td>$1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal III</strong></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
The calculation \( (I + II + III) \) becomes the proposer’s evaluation price; it will be used for evaluation purposes only and does not reflect anticipated work.

The proposal with the lowest Total Evaluation Price, will receive the maximum possible points. All other proposals will be rated using the following formula:

\[
35 \times \frac{\text{Total Evaluation Price of lowest proposal}}{\text{Total Evaluation Price of proposal being rated}} = \text{Proposal Price Points}
\]

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

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

B. **Proposer Status and Allotment of Reserved Points**

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

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

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

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

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

If proposer is not 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 **Written or Oral Discussions/Presentations**

Proposers may be requested to make oral presentations of their proposals to enhance the Department’s understanding prior to the final selection of the successful Proposer. Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. These Proposers will be notified by the Department’s Financial Services Division on or before the date specified in the RFP Part I, Section 1.6, Schedule of Events. Presentations will be made by the selected Proposers on the date specified in the RFP Part I, Section 1.6, Schedule of Events, at a time assigned by the Department.

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.

If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation using the same technical 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 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; and

(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 fifteen (15) business days, or if the selected Proposer fails to sign the final contract within fifteen (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

The Selection Committee shall compile the scores and make a recommendation to the head of the Department on the basis of the responsive and responsible Proposer with the highest score.

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, the Department estimates that the contract will be awarded on or before the date specified in the RFP Part I, Section 1.6, 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 person 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: “Marco/Stevens Sites Interim Corrective Action for the Remediation Division”

Proposer: Company Name: ______

Company Address: ______

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

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

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

Proposer’s Contact Person:

Official Contact Name:______  Title:______

Mailing Address: ______

Physical Address (if different): ______

Email Address: ______

Telephone No. (______)______  FAX No. (______)______

Required Licenses (All blanks must be completed. See Attachment 1, Statement of Work, Section 5.6, Project Specific Laws, Regulations and Licenses):

<table>
<thead>
<tr>
<th>Type of License</th>
<th>License Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Louisiana State Contractors License (held by prime Contractor) with a Hazardous</td>
<td></td>
</tr>
<tr>
<td>Material Classification or one of the following specialties: Hazardous Materials</td>
<td></td>
</tr>
<tr>
<td>Site Remediation, Hazardous Materials Cleanup and Removal, Hazardous Waste</td>
<td></td>
</tr>
<tr>
<td>Treatment or Removal</td>
<td></td>
</tr>
</tbody>
</table>

Subcontractors (add lines as necessary):

<table>
<thead>
<tr>
<th>Name</th>
<th>Agency Interest (AI)#, if applicable</th>
<th>Written commitment attached (Y/N)</th>
<th>Veteran/Hudson Initiative* certification attached (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*See Section 2.5 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 one hundred eighty (180) 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 in which to complete contract negotiations, if any, and fifteen (15) days from the date of delivery of final contract in which to 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 2 CFR §200 Subpart F (A list of parties who have been suspended or debarred can be viewed via the internet at www.sam.gov).

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

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

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

11. Proposer certifies that the cost submitted was independently arrived at without collusion.

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

Signature of Proposer or Authorized Representative: ________________________________

Typed or Printed Name: ________________________________

Date: ________________________________

Title: ________________________________
## APPENDIX B

**EXPERIENCE TABLE**

“Marco/Stevens Sites Interim Corrective Action for the Remediation Division” 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>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of ________, 2022, 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 “Marco/Stevens Sites Interim Corrective Action for
   the Remediation Division” with the LaGov Number assigned as set forth above. All
   invoices and other correspondence submitted to the Department in connection with this
   contract shall be identified by this LaGov Number.

2. CONTRACT TERM

   The term for the fulfillment of services to be performed pursuant to this contract shall be
   from August 1, 2022 through July 31, 2025. With all proper approvals and concurrence
   with the Contractor, the Department may also exercise an option to extend for up to twenty-
   four (24) additional months at the same rates, terms and conditions of the initial contract
   term. Prior to the extension of the contract beyond a thirty-six (36) month term, prior
   approval by the Joint Legislative Committee on the Budget (JLCB) or other approval
   authorized by law shall be obtained. Such written evidence of JLCB approval shall be
   submitted, along with the contract amendment to the Office of State Procurement (OSP) to
   extend contract terms beyond a 3-year term. The total contract term, with extensions, shall
   not exceed five (5) years. The continuation of this contract is contingent upon the
   appropriation of funds by the legislature to fulfill the requirements of the contract.

3. SCOPE OF SERVICES

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

4. NOTICE TO PROCEED

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

5. PAYMENT TERMS

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

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

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

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

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

a. Payment:

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

The rates for each line in Attachment 2, Schedule of Prices A, B, and C shall include all associated direct costs and all indirect costs, etc. as directed in each Schedule of Prices.
Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. 

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

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

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

b. Invoicing Procedure:

(1) The Contractor shall submit an invoice upon completion of each work order or for progress payment at the discretion of the Department’s Project Manager. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.

(2) The Contractor shall submit the invoice to:

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

or submit electronically to DEQAccountsPayable@la.gov
Each invoice must be site specific and must include:

(a) the LaGov number;
(b) the name and address of the Contractor;
(c) the Work Order number and title;
(d) the amount requested per Work Order;
(e) the total amount requested;
(f) the balance remaining in the work order;
(g) itemization of all personnel charges (Schedule of Prices A) including: dates, labor categories, brief descriptions of work performed, and hourly rates;
(h) itemization of all charges from Schedules of Prices B and C;
(i) supporting documentation for travel expenses (mileage reports, receipts and State Travel PPM 49 required information); and
(j) receipts for all actual cost items.

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

6. **FISCAL FUNDING**

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

7. **DELIVERABLES**

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

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

9. **CORRECTION OF DEFICIENT WORK**

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

10. **NONASSIGNABILITY**

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

11. **AUDIT OF RECORDS**

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

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

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

13. **TERMINATION FOR CAUSE**

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

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

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

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

14. **TERMINATION FOR CONVENIENCE**

The Department may terminate the contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. 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. NON-DISCRIMINATION

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

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

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the 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. The Contractor shall provide its seven-digit LDR Account Number to the Department for this determination. The Department’s obligations are conditions on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven (7) days of such notification, then the Department may proceed with alternate arrangements without notice to the Contractor and without penalty.

20. **SUCCESSORS AND ASSIGNES**

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 Contractor officially certifies that there is no conflict or violation of the Louisiana Code of Ethics, Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq.). The Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

25. **LIABILITY AND INDEMNIFICATION**

   a. **Contractor Liability**

      Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

   b. **Indemnification**

      Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State’s act or failure to act.

   c. **Limitations of Liability**

      For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

      The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.
e. **Intellectual Property Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence:

(i) obtain for the State the right to continue using such product, material, service, or component thereof;

(ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance;

(iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or,

(iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance.

Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State’s unauthorized:

i) modification or alteration of the product, material or service;

ii) use of the product, material or service in combination with other products not furnished by Contractor; or,
iii) use of the product, material or service in other than the specified operating conditions and environment.

26. CONTRACTOR’S INSURANCE

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

a. Minimum Scope and Limits of Insurance

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

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

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

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

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

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

c. **Other Insurance Provisions**

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

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

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

2. **Workers Compensation and Employers Liability Coverage**

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

3. **All Coverages**

   a. All policies should be endorsed to require thirty (30) days written notice of cancellation to the Department. Ten (10) 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 thirty (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
(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.

27. 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.

28. SUBCONTRACTORS

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

29. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual’s qualifications and a written justification for the change must be
submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor’s proposal.

30. LABORATORY ACCREDITATION

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

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

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

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

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2 See LAC 33:I.5911 for acceptance of accreditation from another NELAP accrediting authority.
31. **VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL-ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS**

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

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

32. **PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with R.S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel.

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

33. **DUTY TO DEFEND**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor’s obligations, duties, and responsibilities under this section. Contractor shall obtain the State’s written consent before entering into any settlement or dismissal.

34. **CYBERSECURITY TRAINING**

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

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

35. **E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

36. **SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

37. **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.

38. **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 2.5 and 4.5 of the RFP)

"Marco/Stevens Sites Interim Corrective Action for the Remediation Division" RFP
(Enlarge or duplicate table as necessary)

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<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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1.0 INTRODUCTION

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

1.1 Goal and Objective

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

1.2 Background Information

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

In 2010, the Department contracted a ground penetrating radar (GPR) survey of the Marco of Iota site. A final revised report was submitted on February 16, 2011. This report indicated a southern subsurface anomaly which requires further investigation. This area is approximately 245 feet, east to west and 125 feet north to south. Data signatures in this area are consistent with GPR buried drum/debris readings. Anomalies are found approximately three to seven feet below ground surface (BGS). Initial excavations of the southern subsurface anomaly at the Marco of Iota Site occurred in late 2021. GPR occurred in January 2022. The results from the GPR will be used to determine if more excavation is needed.
The Stevens Site is located south and west of the intersection of Peachtree Road and Melrose Road in Abbeville, LA. The property is described as the northeast corner of Section 36, Township 12 South, and Range 2 East, in the Ninth Ward of Vermillion Parish. This site was formerly operated as a farm and a waste disposal site. Available evidence indicates that wastes were disposed of by burial in containers (drums).

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

Under a previous contract, excavation and offsite disposal of buried wastes were completed in 2019. Further EM and GPR surveys occurred in 2021 and 2022. Interim Corrective Action may or may not be required under this contract, however the Contractor must be able to complete the possible remediation activities.

2.0 CONTRACTOR TASKS

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

The Contractor shall proceed with work only after an approved work order has been issued in accordance with SOW, Section 5.2, Operation of the Contract.

2.1 Commencement Conference

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

2.2 Interim Corrective Action

The Contractor shall conduct the Interim Corrective Action in accordance with the methods described in the Department’s Risk Assessment/Corrective Action Program (RECAP) which can be found at: [http://deq.louisiana.gov/page/recap](http://deq.louisiana.gov/page/recap).
2.2.1 Site Access, Review of Background Information, and Site Assessment and Reconnaissance.

(1) Site Access

The Department currently has Access Agreements for the Marco of Iota Site and for Tract Numbers 3, 5, 10, 11, 12, 15, 16, 17, 18, 23 and the Blackstone Minerals Property to the north of the Stevens Site. However, if it is determined that one of these properties at the Stevens Site has changed ownership, a new access agreement may be required.

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

(a) obtain current Title information for whichever Tracts of the Stevens Site may have changed ownership, or alternately for Tract Numbers 3, 5, 10, 11, 12, 15, 16, 17, 18, 23 and the Black Stone Minerals Property to the north of the Stevens site;
(b) send Access Agreement letters and obtain signature on the Department’s Access Agreement Exhibit B, Right-of-Way, Access, and Use Agreement, as directed by the Department, for whichever Tracts may have changed ownership at the Stevens Site. In the event that the new property owners have not signed the Access Agreement their property will be excluded from this work;
(c) submit an original and two (2) copies of the Department’s Access Agreement for review and approval by the Department’s Project Manager prior to performing any on-site work; and
(d) inform the Department in writing in the event that the owner/operator cannot be located; the Department will provide assistance to the Contractor after notification has been made.

(2) Review of Background Information

The Contractor may be required to:

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

(3) Site Assessment and Reconnaissance

The Contractor may be required to:

(a) inspect the sites (the Department’s Project Manager must be notified in writing within seven (7) calendar days prior to the inspection); and
(b) interview individuals familiar with the sites if necessary.
Department personnel must accompany the Contractor if the site visit occurs prior to owner signature of the Access Agreement.

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

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

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

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

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

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

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

2.2.3 Equipment and/or Supplies

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

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

1. mowing of grass;
2. clearing and grubbing of shrubs, brush, small trees and other obstructing vegetation;
3. removal of surface debris in the work area;
4. cutting/removing of large trees; and
5. removing and replacing fencing as needed.

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

2.2.5 Mobilization

Following acceptance of the Site Work Plan(s) and issuance of the work order, the Contractor shall mobilize to the site(s) upon approval by the Department. Multiple mobilizations may be necessary as directed by the Department.

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

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

2.2.6 Removal of Waste/Soil Material

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

Initial excavation activities at the Marco of Iota Site are expected to be trenches through the one large GPR anomaly present on the southern end of the site. It is expected that these initial trenches will be completed in 2021. Further excavation may be required depending on the results of these initial trenches.
If additional excavations are required at the Stevens site, they are expected to involve a number of discrete anomalies in burial locations. The Contractor may be required to excavate and stage overburden associated with each anomaly identified in previous GPR surveys; staged overburden may be used to construct berms to minimize storm water collection in the excavation.

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

### 2.2.7 Confirmatory Sampling

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

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

The required analytical parameters are as follows:

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

**QA/QC for Sample Set:**

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

### 2.2.8 Analytical Testing

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

The Contractor shall use a laboratory accredited by the Department’s Environmental Laboratory Accreditation Program to perform the tests, analyses and methods in Schedule of Prices B. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:1.5313 and the 2009 NELAC Standards. Information regarding the Louisiana Environmental Laboratory Accreditation Program (LELAP) can be found at: http://deq.louisiana.gov/page/la-lab-accreditation.

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

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

2.2.9 Waste Characterization and Profiling

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

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

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

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

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

The Contractor shall arrange for transportation of all waste/soil material, waste water/liquids and investigation derived waste intended for off-site disposal to a permitted disposal facility and shall provide all manifest forms and bills of laden to the Department Project Manager. The disposal facility shall be approved by the Department Project Manager.
2.2.11 Backfill of Excavated Areas

The Contractor may be required to:
1. secure and transport clean fill soil to complement recycled overburden at the site(s);
2. backfill the excavated areas with non-impacted overburden and/or other suitable clean fill material which will support vegetation;
3. compact and grade the soil to eliminate the potential for standing water; and
4. seed backfill areas with appropriate vegetative cover, as required.

2.2.12 Demobilization

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

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

2.2.13 Interim Corrective Action Report(s)

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

The Interim Corrective Action Report(s) shall include at a minimum:
1. a detailed description of the site work and procedures used during field activities, any problems encountered and how they were addressed;
2. a scaled site map identifying areas/media where action has been taken*;
3. Global Positioning System (GPS) data** which defines the boundaries of each area of excavation;
4. copies of manifests from disposal facilities;
5. copies of field documentation and analytical data as appendices;
6. photographic documentation of field activities; and
7. comparison of confirmatory sampling results to all applicable RECAP Screening Standards;
(8) volume of waste water discharged under permit; and
(9) volumes of waste material disposed of from the site.

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

**Note: All GPS data must have accuracy equal to, or better than, three meters (3m) 2DRMS (Distance Root Mean Squared).

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

2.3 Additional Environmental Services

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

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

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

3.0 PROJECT SCHEDULE

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

4.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR’S PERSONNEL

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

(1) The Project Manager should have a Bachelor’s degree and a minimum of five (5) years of project management experience in site remediation;
(2) The Site Supervisor should have a minimum of two (2) years supervisory experience in site operation; and

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

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

4.1 Labor Category Descriptions

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<thead>
<tr>
<th>Labor Category Title</th>
<th>Typical Responsibilities</th>
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<tr>
<td>Project Manager</td>
<td>management of the project, preparation of work order responses, report preparation, site work as approved, contract administration and other tasks as assigned</td>
</tr>
<tr>
<td>Site Supervisor</td>
<td>act as the Contractor’s on-site representative</td>
</tr>
<tr>
<td>Quality Assurance Manager</td>
<td>review of data to ensure that it is of sufficient quality to meet its intended use</td>
</tr>
<tr>
<td>Scientist (Chemist, Biologist, Environmental Scientist, etc.)</td>
<td>review and evaluation of analytical data and quality assurance documents and processes, conduct site work as required</td>
</tr>
<tr>
<td>Technician</td>
<td>provide on-site technical support</td>
</tr>
<tr>
<td>Laborer</td>
<td>provides non-technical project support as directed by Project Manager/Site Supervisor</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>operates heavy equipment</td>
</tr>
<tr>
<td>CAD Operator/Drafter</td>
<td>prepare technical drawings and plans</td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>locate, describe, set, monument, and map the boundaries and corners of a parcel of land; may also include mapping of the topography of the parcel and location of sampling locations and wells, or other improvements</td>
</tr>
<tr>
<td>Administrative/Clerical Support</td>
<td>invoice preparation, other paraprofessional and office duties</td>
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5.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned work orders. The duties and responsibilities for project
management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor. Project management shall include, but shall not be limited to, the following activities:

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

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

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

(2) Scheduling and participation in meetings and conference calls; maintaining communications and coordination with Department personnel, including reporting problems encountered in performing this work, schedule delays, additional costs and/or corrective action relating to sampling activities;

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

(4) Record keeping; and

(5) Preparation and submission of submittals and deliverables.

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

5.1 General Site Management

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

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

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

(2) The Contractor shall review the Work Order and submit a written response to the Department within the number of days specified in the Work Order including:
   (a) the labor category of the individual(s) assigned to the Work Order (only personnel included in the Contractor’s accepted proposal or approved by the Department in writing shall be eligible);
   (b) an estimate of the level of effort (the number of units), the tasks to be performed and total estimated cost for completion of the Work Order; and
   (c) the Contractor shall ensure that there are no conflicts with any companies [including Potentially Responsible Parties (PRPs) and their environmental consultants]; if necessary, the Contractor shall provide a statement describing the Contractor’s relationship with any company(s) or PRP(s).

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

(4) Upon receipt of written acceptance of the cost estimate, the Contractor shall proceed with the tasks as assigned in the Work Order and provide all deliverables to the Department within the established time limits. If during the course of the work, the Contractor discovers that the original cost estimate may be exceeded before the work is completed, the Contractor shall notify the Department before incurring additional costs. The Contractor shall provide a revised cost estimate including an explanation of additional units is writing as soon as possible. The Department shall determine the acceptability of additional costs and provide written approval.

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

5.3 Status Reporting

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

This report shall include the following:

1. Contractor’s name, address, and the name of the Project Manager;
2. Department LaGov number and project title;
3. Dates of the reporting period;
4. Number and title of the Work Order(s); and
5. A description of all work completed during the preceding month, the status of the work in progress, any problems encountered, the effect of the problems/changes on the due date of deliverables, any environmental problems identified in the field needing further investigation and/or corrective action by the Department and requests of changes in personnel.

5.4 Deliverables

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

1. Interim Corrective Action Work Plan(s);
2. Sampling and Analysis Plan(s);
3. Quality Assurance/Quality Control Plan(s);
4. Interim Corrective Action Report(s);
5. LDEQ’s Electronic Data Deliverable (EDD), if requested; and
6. Additional deliverables as required by work order specifications.

5.5 Site Health and Safety Requirements

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

5.6 Project Specific Laws, Regulations and Licenses

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

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

(1) The Environmental Regulatory Code, Title 33, Part V, Hazardous Waste and Hazardous Materials; and

(2) Risk Evaluation/Corrective Action Program (Title 33, Part I, Subpart 1, Chapter 13).

License Requirements:

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

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

6.0 DEPARTMENT RESPONSIBILITIES

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

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

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

(3) issue Work Orders;

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

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

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

7.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

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

(1) monitoring the Contractor’s work through site inspections, telephone communication, meetings and review of Status Reports;

(2) ensuring that deliverables are submitted in a timely manner; and

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

8.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work and approved work orders in accordance with the rates specified in Attachment 2, Schedules of Prices A, B and C. Payment may be requested by the Contractor upon successful completion of each Work Order and acceptance of the Work Order deliverable by the Department. Progress payments may be made at the discretion of the Department’s Project Manager as individual tasks are completed.

The Department shall not guarantee performance of the maximum number of units included by the Contractor in his Work Order estimate. The Department at its discretion reserves the right to approve or deny inadvertent cost overruns.

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

Invoices shall be site specific and shall be submitted separately.

Travel Time, Expenses and Mileage

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

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

Travel expenses and mileage, as required for individual work orders, shall be reimbursed in accordance with the State General Travel Regulations PPM-49,
Reimbursement for air travel will not be acceptable on a routine basis for this work unless supporting documentation shows that it is the most cost effective means of travel.

8.1 Commencement Conference

Payment for the Commencement Conference shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at the Department’s Headquarters in Baton Rouge or via conference call. Payment shall be made for the actual number of hours worked in accordance with the labor category’s hourly rate, travel time, expenses and mileage provided in Attachment 2, Schedule of Prices A. The Department will reimburse the Contractor for a maximum of three (3) Contractor personnel for attendance at the conference. Attendance by the Contractor’s Project Manager shall be mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor’s invoice.

8.2 Interim Corrective Action

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

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

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

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

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

8.2.3 Equipment and/or Expendable Supplies

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

If the equipment is owned by the Contractor, the Department will pay up to the rates of the Louisiana Motor Fuel Trust Fund Cost Control Guidance Document in effect at the time of the site activities. [http://deq.louisiana.gov/page/motor-fuel-trust-fund](http://deq.louisiana.gov/page/motor-fuel-trust-fund).
8.2.4 Site Preparation

Payment for site(s) preparation shall be made for:
(1) personnel conducting site preparation activities for the actual number of hours worked in accordance with the labor category’s hourly rate, travel time, expenses and mileage provided in Schedule of Prices A;
(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C; and
(3) the on-site or off-site transportation and disposal of vegetation and debris, with supporting documentation, in accordance with Schedule of Prices C.

8.2.5 Mobilization

Payment for mobilization to each site shall be made for:
(1) personnel conducting mobilization activities for the actual number of hours worked in accordance with the labor category’s hourly rate, travel time, expenses and mileage provided in Schedule of Prices A and;
(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C.

Multiple mobilizations may be necessary as directed by the Department.

8.2.6 Removal of Waste/Soil Material

Payment for removal of waste/soil material shall be made for:
(1) personnel conducting removal of waste/soil material activities for the actual number of hours worked in accordance with the labor category’s hourly rate, travel time, expenses and mileage provided in Schedule of Prices A and;
(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C.

8.2.7 Confirmatory Sampling

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

8.2.8 Analytical Testing

Payment for analytical testing shall be made for the actual number of samples analyzed in accordance with Schedule of Prices B. The sample rate(s) shall be based on standard turnaround times for results and summary data packages, not to exceed fifteen (15) business days from receipt of samples by the analytical laboratory. All analyses must be performed within the specified holding times. Rush turnaround rates will be paid only if prior authorization has been provided by the Department.
The Department shall not guarantee that a specific number of samples will be analyzed; only the quantities authorized by the Department will be paid for in accordance with the site specific work order.

8.2.9 Waste Characterization and Profiling

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

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

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

1. personnel coordinating and overseeing transportation and disposal activities for the actual number of hours worked in accordance with the labor category’s hourly rate, travel time, expenses and mileage provided in Schedule of Prices A;
2. the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C; and
3. the transportation and disposal of waste/soil materials, waste water/liquids and IDW, with supporting documentation from the transporter, disposal facility, and other disposal related costs in accordance with Schedule of Prices C.

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

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

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

8.2.11 Backfill of Excavated Areas

Payment for backfill and seeding activities shall be for:

1. securing and transporting clean fill soil to complement recycled overburden at the site(s) in accordance with Schedule of Prices A and C;
2. backfilling the excavated areas with non-impacted overburden and/or other suitable clean fill material which will support vegetation for:
   a. personnel conducting and/or overseeing backfill activities for the actual number of hours worked in accordance with the labor category’s hourly rate, travel time, expenses and mileage provided in Schedule of Prices A; and
(b) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C;

(3) compacting and grading the soil to eliminate the potential for standing water for:
   (a) personnel conducting compacting and grading activities for the actual number of hours worked in accordance with the labor category’s hourly rate, travel time, expenses and mileage provided in Schedule of Prices A;
   (b) the equipment and/or expendable supplies, used with supporting documentation, in accordance with Schedule of Prices C; and

(4) seeding backfill areas with appropriate vegetative cover, as required, in accordance with Schedule of Prices A and C.

8.2.12 Demobilization

Payment for demobilization from each site shall be for:
(1) personnel conducting demobilization activities for the actual number of hours worked in accordance with the labor category’s hourly rate, travel time, expenses and mileage provided in Schedule of Prices A and;
(2) the equipment and/or expendable supplies used, with supporting documentation, in accordance with Schedule of Prices C.

Demobilization shall only occur after Department approval.

8.2.13 Interim Corrective Action Report(s)

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

8.3 Additional Environmental Services

Payment for additional environmental services shall be made for:
(1) personnel procuring or providing additional environmental services for the actual number of hours worked in accordance with the labor category hourly rate, travel time, expenses and mileage provided in Schedule of Prices A; and
(2) the additional environmental services, with supporting documentation, in accordance with Schedule of Prices C.

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

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

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

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

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

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

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

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

Data Packages

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

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

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

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

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

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

Summary Reports

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

Fully-Supported Data Packages

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

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

I. Name of Owner hereby grants to the LDEQ and its designated contractors and agents permission to enter the property identified above and to have continued access and use of said property, for the following purposes, in connection with investigation/remediation of soil and groundwater contamination in the vicinity of the property:

a. To make and document scientific and engineering observations, including, but not limited to taking notes, recordings, and photographs.
b. To collect soil and groundwater samples for use in studies and investigation evaluations.
c. To drill monitor wells for the purpose of taking ground water samples.
d. To analyze samples and document the results of the sample analysis. LDEQ will provide results of any sample analysis to Name of Owner, upon request, within a reasonable time following evaluation.
e. To conduct removal and remedial activities involving waste, soil and/or groundwater.
f. To prepare the site, including cutting and mowing of small trees, shrubs, weeds, roots or other obstructing vegetation or surface debris in the work area, and removing and reinstalling fencing, as necessary.

II. LDEQ will restore the premises following such activity, including, but not limited to, refilling all boreholes and removing and disposing of all contractor-generated waste contaminated or uncontaminated.

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

Name of Owner

La. Dept. of Environmental Quality

By: ________________________  ______________________________
    Assistant Secretary
    Office of Environmental Assessment

(Name and title printed)

Date: ____________  Date: ____________
### ATTACHMENT 2
**SCHEDULE OF PRICES A**
**LABOR CATEGORIES**

"Marco/Stevens Sites Interim Corrective Action for the Remediation Division"
Louisiana Department of Environmental Quality

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Payment Unit</th>
<th>Unit Rate²,³</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Site Supervisor</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Quality Assurance Manager</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Scientist (Chemist, Biologist, Environmental Scientist, etc.)</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Technician</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Computer Aided Design (CAD) Operator</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Administrative/Clerical Support</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>Travel Expenses</td>
<td>In Accordance with PPM 49</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations version in effect for the fiscal year during which expenses were incurred, within the limits established for State Employees, as defined in the Division of Administration Policy and Procedure Memorandum No. 49.


* ALL BLANKS MUST BE COMPLETED
## ANALYTICAL TESTING

### "Marco/Stevens Sites Interim Corrective Action for the Remediation Division"

**Louisiana Department of Environmental Quality**

<table>
<thead>
<tr>
<th>Analysis</th>
<th>Method</th>
<th>Payment Unit</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part 1 - Common Tests</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closed-System Purge and Trap and Extraction for Volatile Organics in Soil and Waste Samples (shall include samplers, vials and other supplies for volatiles/VPH); shall include costs for vial disposal for Closed System Purge and Trap</td>
<td>SW-846 Method 5035</td>
<td>sample (Terracore or equivalent; or EnCore or equivalent)</td>
<td></td>
</tr>
<tr>
<td>Volatiles (RECAP Table 1)</td>
<td>SW-846 Method 8260</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>Volatile Petroleum Hydrocarbons (VPH)</td>
<td>Massachusetts Department of Environmental Protection Method</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>Extractable Petroleum Hydrocarbons (EPH)</td>
<td>Massachusetts Department of Environmental Protection Method</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>Semi-volatiles (RECAP Table 1)</td>
<td>SW-846 Method 8270</td>
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<tr>
<td>Glycols</td>
<td>SW-846 Method 8015B</td>
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</tr>
<tr>
<td>Toxicity Characteristic Leaching Procedure (TCLP) Extraction</td>
<td>SW-846 Method 1311</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>RECAP Metals (RECAP Table 1)</td>
<td>6020</td>
<td>sample</td>
<td></td>
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<tr>
<td>RCRA Metals (as totals)</td>
<td>6020</td>
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<td></td>
</tr>
<tr>
<td><strong>Part 2 - Other Parameters</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Polychlorinated Biphenyls (PCBs)</td>
<td>SW-846 Method 8082</td>
<td>sample</td>
<td></td>
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<tr>
<td>Asbestos from Bulk Samples</td>
<td>EPA 600/R-93/116</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>Oil and Grease in water</td>
<td>EPA 1664</td>
<td>sample</td>
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<tr>
<td>Total Dissolved Solids in water</td>
<td>Method 2540C, Standard Methods for the Examination of Water and Wastewater, 21st or most recent edition</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>Ignitibility</td>
<td>SW-846 Method 1010</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SW-846 Method 1020</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>SW-846 Method 1030</td>
<td>sample</td>
<td></td>
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<tr>
<td>Reactivity (Cyanide and Sulfide)</td>
<td>SW-846, Update III, Chapter 7</td>
<td>sample</td>
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<td>Corrosivity</td>
<td>SW-846 Method 9040</td>
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<td></td>
<td>SW-846 Method 9045</td>
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<td></td>
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<tr>
<td></td>
<td>SW-846 Method 1110</td>
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<tr>
<td>Synthetic Precipitation Leaching procedure (SPLP) Extraction</td>
<td>SW-846 Method 1312</td>
<td>sample</td>
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<tr>
<td>Chromium VI (hexavalent chromium)</td>
<td>SW-846 Method 7196</td>
<td>sample</td>
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<td></td>
<td>Method 7199</td>
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<td></td>
<td>Standard Methods 3500 Cr D</td>
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## Analytical Testing

### Louisiana Department of Environmental Quality

<table>
<thead>
<tr>
<th>Analysis</th>
<th>Method</th>
<th>Payment Unit</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mercury</td>
<td>SW-846 Method 7470/7471</td>
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<td></td>
<td>EPA 245.1</td>
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<tr>
<td></td>
<td>EPA 245.2</td>
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<tr>
<td></td>
<td>SM 3112</td>
<td>sample</td>
<td></td>
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<tr>
<td></td>
<td>Method 1631</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>pH</td>
<td>Appropriate Method</td>
<td>sample</td>
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</tr>
<tr>
<td>Cyanide</td>
<td>SW-846 Method 9012</td>
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<tr>
<td>Aluminum</td>
<td>6020</td>
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<td></td>
</tr>
<tr>
<td>Antimony</td>
<td>6020</td>
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<td></td>
</tr>
<tr>
<td>Arsenic</td>
<td>6020</td>
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<td></td>
</tr>
<tr>
<td>Barium</td>
<td>6020</td>
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<tr>
<td>Beryllium</td>
<td>6020</td>
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<tr>
<td>Cadmium</td>
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</tr>
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<td>Calcium</td>
<td>6020</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>Chromium</td>
<td>6020</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>Cobalt</td>
<td>6020</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>Copper</td>
<td>6020</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>Iron</td>
<td>6020</td>
<td>sample</td>
<td></td>
</tr>
<tr>
<td>Lead</td>
<td>6020</td>
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<td></td>
</tr>
<tr>
<td>Magnesium</td>
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</tr>
<tr>
<td>Manganese</td>
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</tr>
<tr>
<td>Nickel</td>
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<td>Potassium</td>
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</tr>
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<td>Selenium</td>
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<td></td>
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<tr>
<td>Silver</td>
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<td>Sodium</td>
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<td>Thallium</td>
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<td>Vanadium</td>
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</tr>
<tr>
<td>Zinc</td>
<td>6020</td>
<td>sample</td>
<td></td>
</tr>
</tbody>
</table>

### Other Analytical Tests

*All Blanks Must Be Completed.*

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

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

*Unit Rates shall include all associated direct costs (laboratory personnel, supplies, equipment, incidentals and expendables, duplication/copying, communications, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with laboratory pick up and delivery of samples and profit.*
## ATTACHMENT 2
### SCHEDULE OF PRICES C
TRANSPORTATION, DISPOSAL, BACKFILL ACTIVITIES, EQUIPMENT/EXPENDABLE SUPPLIES, AND ADDITIONAL ENVIRONMENTAL SERVICES

“Marco/Stevens Sites Interim Corrective Action for the Remediation Division"
Louisiana Department of Environmental Quality

<table>
<thead>
<tr>
<th>Task</th>
<th>Payment Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation and Disposal</td>
<td></td>
</tr>
<tr>
<td>Transportation and Disposal of Vegetation and Debris</td>
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</tr>
<tr>
<td>Transportation and Disposal of Waste/Soil Materials, Waste Water/Liquids and Investigation Derived Waste</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Transportation/Disposal/Storage Containers</td>
<td></td>
</tr>
<tr>
<td>Backfill Activities</td>
<td></td>
</tr>
<tr>
<td>Supply and Transport Clean Fill Soil; Seed Backfill Areas with Appropriate Vegetative Cover, as required</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Equipment and/or Expendable Supplies</td>
<td></td>
</tr>
<tr>
<td>Equipment(^1)</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Expendable Supplies(^2)</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Additional Environmental Services</td>
<td>Actual Cost</td>
</tr>
</tbody>
</table>

\(^1\) If the equipment is owned by the Contractor, the Department will pay up to the rates of the Louisiana Motor Fuel Trust Fund Cost Control Guidance Document in effect at the time of the site activities.

\(^2\) Ice, rehydration drinks, and other expendable supplies are reimbursable at the Department's discretion.

Attachment 3
Form A
HVI INVOICE TRACKER

"Marco/Stevens Sites Interim Corrective Action for the Remediation Division"  

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>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>SUBCONTRACTOR</td>
<td>LAVET</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HUDSON</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.*

SIGNATURE

DATE