

# **REQUEST FOR PROPOSALS**

**“Site Investigations for the Underground Storage Tank and  
Remediation Division”**

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**



**RFP No: 2014-01-3950**

**Proposal Due Date/Time: May 13, 2013/3:00 p.m. CST**

**Issue Date: April 12, 2013**

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# REQUEST FOR PROPOSALS

## “Site Investigations for the Underground Storage Tank and Remediation Division” Louisiana Department of Environmental Quality

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## REQUEST FOR PROPOSALS

### “Site Investigations for the Underground Storage Tank and Remediation Division” Louisiana Department of Environmental Quality

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#### PART I. ADMINISTRATIVE INFORMATION

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##### 1.1 Request for Proposals (RFP)

The Louisiana Department of Environmental Quality, hereinafter referred to as “the Department”, requires the services of a well-qualified contractor to provide assistance for planning and performing of site investigations, consultation, and development of remediation options. The goal is to investigate hazardous and solid waste sites. The Department invites all qualified parties (companies and individuals) to submit proposals for providing these services. Only one contract will be awarded.

##### 1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately August 1, 2013 and ending approximately July 31, 2014, with the option to renew annually up to 2 additional years (not to exceed a total of 36 months). Compensation for contract services will be based on the Schedule of Prices A, B, C, and D (see RFP Section 3.2.7) and the unit rates resulting from the RFP process to be incorporated into the contract, with a maximum total contract amount to be determined by the Department upon contract award. The Department reserves the right to amend the contract to increase the total contract amount, using the unit rates established in Attachment 2, Schedule of Prices. A, B, C, D. This contract and any amendments require the approval of the Division of Administration, Office of Contractual Review

##### 1.3 Proposal Preparation

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

##### 1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the Department’s Financial Services Division no later than 3:00 p.m. local time on or before April 26, 2013. Do not contact other Department program personnel with questions regarding this RFP.**

Questions may be mailed to:

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

or submitted by e-mail to: [deqprocurement@la.gov](mailto:deqprocurement@la.gov)

Questions will also be accepted by FAX at (225) 219-3823.

Responses to these questions can be accessed by going to [www.deq.louisiana.gov/RFP](http://www.deq.louisiana.gov/RFP). Additionally, Questions and Answers will also be posted to LaPAC as an addendum to the RFP. 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, addendums, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.

### **1.5 Submission of Proposals**

If you desire to submit a proposal, one (1) original of the technical proposal and financial information shall, and five (5) copies of the technical proposal should be submitted to the Louisiana Department of Environmental Quality (LDEQ), Financial Services Division, **no later than 3:00 p.m. local time on or before May 13, 2013. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Sharon Schexnayder, Financial Services Division  
Louisiana Department of Environmental Quality  
602 N. Fifth Street, Galvez Bldg.  
Baton Rouge, Louisiana 70802

Mail through the U. S. Postal Services is not delivered directly to the Department's headquarters building. Therefore, Proposers are advised to hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. The Department will not acknowledge by mail or telephone timely receipt of proposals.

## 1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and received by the Department prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any Proposer choosing to withdraw its proposal must submit a written withdrawal request to the Department.

## 1.7 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in the Department's RFP process; however, the Department reserves the right to deviate from this schedule.

**Table 1. RFP Schedule Summary.**

<b>Event</b>	<b>Date</b>	<b>Local Time</b>
Begin Advertisement of RFP	April 12, 2013	
Deadline for the Department receipt of written questions from prospective Proposers	April 26, 2013	3:00 p.m.
Proposal due date and time	May 13, 2013	3:00 p.m.
Oral presentations by Proposers (if required)	To be scheduled	
Estimated award date	Approximately June 13, 2013	
Estimated initiation of the contract period	Approximately August 1, 2013	

## 1.8 Definitions

Shall, Will, Must: Denote a mandatory requirement

Should, Can, May: Denote a preference, not a mandatory requirement

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## **PART II. GENERAL INFORMATION**

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### **2.1 Corporation Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained 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 Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a Disclosure of Ownership form has been properly filed 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. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Appendix C, Sample Contract, Article 25.)

### **2.3 Insurance Requirements**

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See Appendix C, Sample Contract, Article 27.) Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by the Department before work begins. Furthermore, the successful contractor must include all subcontractors as insured under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor before work begins.

### **2.4 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 2003 National Environmental Laboratory Accreditation Conference (NELAC) Standards.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 2003 NELAC Standards. 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 2003 NELAC Standards.

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.

## **2.5 Proposal Costs**

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of the Department and will not be returned.

## **2.6 Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (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.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurs to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall complete and include in their proposal, Appendix D, Veteran-Owned and Service-Connected Small Entrepreneurships (Veterans Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Table.

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.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurs may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurs, 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](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.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.

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## **PART III. PROPOSAL PREPARATION INSTRUCTIONS**

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### **3.1 Proposal Content**

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

### **3.2 Elements for Technical Proposal (Volume I)**

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

#### **3.2.1 Proposal Cover Sheet**

Each Proposer must complete Appendix A, Proposal Cover Sheet. **Proposals lacking a signed cover sheet shall be disqualified.**

#### **3.2.2 Table of Contents**

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

#### **3.2.3 Scope of Services**

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

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

##### **(1) Project Management**

The Proposer should describe the proposed approach to project management, including, at a minimum, the following information:

(a) Overall company organization

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

(b) Project organization

The Proposer should provide the following information

Provide a project-specific organizational chart identifying the **Proposer's key personnel and key subcontractor personnel** proposed for work on this project. This chart should specifically include, but need not be limited to, all professional level personnel and project manager positions. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for the Department, and any subcontractor relationships. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

(c) Management approach

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

(2) Performance of Project Tasks

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

### **3.2.4 Personnel Qualifications and Experience**

The Proposer should provide evidence that its proposed staff meets or exceeds the minimum education and experience requirements described in Attachment 1, Statement of Work, Section 4.0 Minimum Qualifications of the Contractor's Personnel, for key management personnel, supervisory personnel and scientists. The Department will consider only experience that is relevant to the tasks listed in Attachment 1 (SOW).

The Proposer should describe the qualifications and experience of **all key personnel** designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. The Proposer should include résumés (**key personnel only**) showing each assigned individual's education, registrations, accomplishments, and experience.

### 3.2.5 Company Qualifications and Experience

**A Louisiana State Contractors License (held by prime contractor) (see Attachment 1, SOW Section 5.6 for acceptable classifications or sub-classifications) and a Louisiana Water Well Driller's License (held by prime contractor or subcontractor) should be submitted with the proposal. However, the successful Proposer must submit these licenses within thirty (30) days of Notice of Award. If the Proposer fails to submit the licenses in the allotted time, the Department may elect to cancel the award / contract and award the contract to the next highest-ranked Proposer.**

The Proposer should describe the company's qualifications and experience that are relevant to the proposed tasks listed in Attachment 1 (SOW). Experience will be considered relevant if prior projects major features include planning and performing site investigations, consultation and development of remediation options. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the Department may be considered by the Department for proposal evaluation, whether or not listed by the Proposer.

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

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

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

- (6) a brief description of the project.

Each Proposer may include as many entries as he desires, however, only complete entries will be considered. Because the Department will 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 Subcontractors**

All subcontractors proposed for use by the Proposer for this project should be identified on Appendix A, Proposal Cover Sheet. The Proposer should provide a signed letter of agreement or a copy of a signed contract from any subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

### **3.2.7 Price Proposal (Schedule of Prices)**

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

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

## **3.3 Elements for Financial Information (Volume II)**

Financial information is used for determination of responsibility (See Section 4.6), 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 CPA for the past 3 years. This includes:
  - Notes to the Financial Statements, and
  - The CPA's Audited Report for each year
- Letter of intent to obtain a Letter of Credit
- Letter of intent to obtain a 100% Performance Bond

If a performance bond is required, the successful Proposer shall be required to provide a performance (surety) bond in the amount of 100% of the contract to insure the successful

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

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

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

### **3.4 Proposal Format**

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

### **3.5 Use and Disclosure of Confidential Information**

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., the Department records obtained in response to this RFP shall be available to the public. If a Proposer wishes to secure nondisclosure of information contained in his proposal, the Proposer must submit a written request to the Secretary of the Department in accordance with LAC 33:I. Chapter 5 and applicable laws. Upon review of the written request, the Secretary of the Department will determine if the information requires confidentiality.

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## **PART IV. PROPOSAL EVALUATION AND SELECTION**

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### **4.1 Evaluation Process**

A Selection Committee composed of the Department technical personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by the Department and shall not be evaluated by the Selection Committee:

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and
- (2) a Schedule of Prices (Part III, Section 3.2.7).

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, the Department may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The scores will be compiled using Table 2. Evaluation Criteria. 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 Contractual Review. 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 Contractual Review.

### **4.2 Evaluation Criteria**

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

**Table 2. Evaluation Criteria**

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
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).	<b>25</b>
2. Qualifications and relevant experience of the Proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6).	<b>10</b>
3. Qualifications and relevant experience of the Proposer in planning and performing site investigations, consultation and development of remediation options (Part III, Sections 3.2.5 and 3.2.6).	<b>20</b>
4. Price (Part III, Section 3.2.7).	<b>35</b>
5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.4)	<b>10</b>
<b>TOTAL SCORE</b>	<b>100</b>

**4.3 Price Evaluation Calculation**

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

**1) Evaluation Calculation for Schedule of Prices A – Labor Categories**

<b>Labor Category</b>	<b>Payment Unit</b>	<b>Unit Rate</b>	<b>Weighting Factor</b>	<b>Total</b>
Project Manager	Hour	\$	<b>2</b>	\$
Site Supervisor	Hour	\$	<b>4</b>	\$
Quality Assurance Manager	Hour	\$	<b>1</b>	\$
Scientist (Chemist, Biologist, Geologist, etc.)	Hour	\$	<b>4</b>	\$
Technician	Hour	\$	<b>4</b>	\$
Computer Aided Design (CAD) Operator	Hour	\$	<b>1</b>	\$
Litigation Support	Hour	\$	<b>1</b>	\$
Administrative/Clerical Support	Hour	\$	<b>2</b>	\$
<b>Subtotal a.</b>				<b>\$</b>

**2) Evaluation Calculation for Schedule of Prices B, Parts 1 – Common Test**

<b>Analysis</b>	<b>Method</b>	<b>Payment Unit</b>	<b>Unit Rate</b>	<b>Weighting Factor</b>	<b>Total</b>
Closed-System Purge and Trap and Extraction	SW-846 Method 5035	Sample Kit	\$	<b>1</b>	\$
Volatiles (per RECAP Table 1)	SW-846 Method 8260	sample	\$	<b>4</b>	\$
			\$		
BTEX only	SW-846 Method 8260	sample	\$	<b>2</b>	\$
1, 2 – Dibromomethane and 1, 2 – Dibromo-3-Chloropopane	SW-846 Method 8011	sample	\$	<b>1</b>	\$
Volatile Petroleum Hydrocarbons (VPH)	Massachusetts Department of Environmental Protection Method	sample	\$	<b>4</b>	\$
Extractable Petroleum Hydrocarbons (EPH)	Massachusetts Department of Environmental Protection Method	sample	\$	<b>4</b>	\$
Semi-volatiles (per RECAP Table 1)	SW-846 Method 8270	sample	\$	<b>4</b>	\$
Toxicity Characteristic Leaching Procedure (TCLP)	SW-846 Method 1311	sample	\$	<b>2</b>	\$
RECAP Metals (per RECAP Table 1)	6020	sample	\$	<b>4</b>	\$
<b>Subtotal b.</b>					<b>\$</b>

**3) Evaluation Calculation of Schedule of Prices B, Part 2 – Other Parameters**

<b>Analysis</b>	<b>Method</b>	<b>Payment Unit</b>	<b>Unit Rate</b>	<b>Weighting Factor</b>	<b>Total</b>
Toxic Compounds in Ambient Air	TO-15	sample	\$	<b>1</b>	\$
Canister Cleaning	Appropriate Method	canister	\$	<b>1</b>	\$
Organochlorine Pesticides	SW-846 Method 8081	sample	\$	<b>1</b>	\$
Organophosphate Pesticides	Appropriate Method	sample	\$	<b>1</b>	\$
Polychlorinated Biphenyls (PCBs)	SW-846 Method 8082	sample	\$	<b>1</b>	\$
Chlorinated Herbicides	SW-846 Method 8151	sample	\$	<b>1</b>	\$
Polychlorinated Dibenzop-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/Low Resolution Mass Spectrometry	SW-846 Method 8280	sample	\$	<b>1</b>	\$

<b>Analysis</b>	<b>Method</b>	<b>Payment Unit</b>	<b>Unit Rate</b>	<b>Weighting Factor</b>	<b>Total</b>
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/High Resolution Mass Spectrometry	SW-846 Method 8290	sample	\$	<b>1</b>	\$
Percent Organic matter	ASTM 2974	sample	\$	<b>1</b>	\$
Asbestos from Bulk Samples	EPA 600/R-93/116	sample	\$	<b>1</b>	\$
Oil and Grease in water	EPA 1664	sample	\$	<b>1</b>	\$
Total Dissolved Solids in water	Method 2540C, Standard Methods for the Examination of Water and Wastewater, 21 <sup>st</sup> or most recent edition	sample	\$	<b>1</b>	\$
Ignitibility	SW-846 Method 1010	sample	\$	<b>1</b>	\$
	SW-846 Method 1020	sample	\$	<b>1</b>	\$
	SW-846 Method 1030	sample	\$	<b>1</b>	\$
Reactivity (Cyanide and Sulfide)	SW-846, Update III, Chapter 7	sample	\$	<b>1</b>	
Corrosivity	SW-846 Method 9040	sample	\$	<b>1</b>	\$
	SW-846 Method 9045	sample	\$	<b>1</b>	\$
	SW-846 Method 1110	sample	\$	<b>1</b>	\$
Synthetic Precipitation Leaching procedure (SPLP)	SW-846 Method 1312	sample	\$	<b>1</b>	\$
Chromium VI (hexavalent chromium)	SW-846 Method 7196	sample	\$	<b>1</b>	\$
	Method 7199	sample	\$	<b>1</b>	\$
	Standard Methods 3500 Cr D	sample	\$	<b>1</b>	\$
Total Organic Carbon (TOC)	SW-846 Method 9060	sample	\$	<b>1</b>	\$
BTEX by GC with PID and/or ECD	SW-846 Method 8021	sample	\$	<b>1</b>	\$
Phenols	SW-846 Method 8041	sample	\$	<b>1</b>	\$
Phenolics	SW-846 Method 9066	sample	\$	<b>1</b>	\$

<b>Analysis</b>	<b>Method</b>	<b>Payment Unit</b>	<b>Unit Rate</b>	<b>Weighting Factor</b>	<b>Total</b>
Polynuclear Aromatic Hydrocarbons	SW-846 Method 8270	sample	\$	<b>1</b>	\$
Mercury	SW-846 Method 7470/7471	sample	\$	<b>1</b>	\$
	EPA 245.1	sample	\$	<b>1</b>	\$
	EPA 245.2	sample	\$	<b>1</b>	\$
	SM 3112	sample	\$	<b>1</b>	\$
	Method 1631	sample	\$	<b>1</b>	\$
Radium 226	EPA 903	sample	\$	<b>1</b>	\$
Radium 226	EPA 903.1	sample	\$	<b>1</b>	\$
Radium 228	EPA 904	sample	\$	<b>1</b>	\$
Gross Alpha and Gross Beta	EPA 900	sample	\$	<b>1</b>	\$
Percent Moisture	Appropriate Method	sample	\$	<b>1</b>	\$
pH	Appropriate Method	sample	\$	<b>1</b>	\$
Cyanide	SW-846 Method 9012	sample	\$	<b>1</b>	\$
Aluminum	6020	sample	\$	<b>1</b>	\$
Antimony	6020	sample	\$	<b>1</b>	\$
Arsenic	6020	sample	\$	<b>1</b>	\$
Barium	6020	sample	\$	<b>1</b>	\$
Beryllium	6020	sample	\$	<b>1</b>	\$
Cadmium	6020	sample	\$	<b>1</b>	\$
Calcium	6020	sample	\$	<b>1</b>	\$
Chromium	6020	sample	\$	<b>1</b>	\$
Cobalt	6020	sample	\$	<b>1</b>	\$
Copper	6020	sample	\$	<b>1</b>	\$
Iron	6020	sample	\$	<b>1</b>	\$
Lead	6020	sample	\$	<b>1</b>	\$
Magnesium	6020	sample	\$	<b>1</b>	\$
Manganese	6020	sample	\$	<b>1</b>	\$
Nickel	6020	sample	\$	<b>1</b>	\$
Potassium	6020	sample	\$	<b>1</b>	\$
Selenium	6020	sample	\$	<b>1</b>	\$
Silver	6020	sample	\$	<b>1</b>	\$
Sodium	6020	sample	\$	<b>1</b>	\$
Thallium	6020	sample	\$	<b>1</b>	\$
Vanadium	6020	sample	\$	<b>1</b>	\$
Zinc	6020	sample	\$	<b>1</b>	\$

<b>Analysis</b>	<b>Method</b>	<b>Payment Unit</b>	<b>Unit Rate</b>	<b>Weighting Factor</b>	<b>Total</b>
Chlorides	In accordance with Laboratory Procedures for Analysis of Exploration and Production Waste, LA Depart. of Natural Resources, Office of Conservation, Injecting and Mining Division ( <a href="http://dnr.louisiana.gov/cons/conserin/LABMANUL.pdf">dnr.louisiana.gov/cons/conserin/LABMANUL.pdf</a> )	sample	\$	<b>1</b>	\$
Electrical conductivity (EC)	In accordance with Laboratory Procedures for Analysis of Exploration and Production Waste, LA Depart. of Natural Resources, Office of Conservation, Injecting and Mining Division ( <a href="http://dnr.louisiana.gov/cons/conserin/LABMANUL.pdf">dnr.louisiana.gov/cons/conserin/LABMANUL.pdf</a> )	sample	\$	<b>1</b>	\$
Sodium Adsorption Ration (SAR)	In accordance with Laboratory Procedures for Analysis of Exploration and Production Waste, LA Depart. of Natural Resources, Office of Conservation, Injecting and Mining Division ( <a href="http://dnr.louisiana.gov/cons/conserin/LABMANUL.pdf">dnr.louisiana.gov/cons/conserin/LABMANUL.pdf</a> )	sample	\$	<b>1</b>	\$
Exchangeable Sodium Percentage (ESP)	In accordance with Laboratory Procedures for Analysis of Exploration and Production Waste, LA Depart. of Natural Resources, Office of Conservation, Injecting and Mining Division ( <a href="http://dnr.louisiana.gov/cons/conserin/LABMANUL.pdf">dnr.louisiana.gov/cons/conserin/LABMANUL.pdf</a> )	sample	\$	<b>1</b>	\$
<b>Subtotal c.</b>					<b>\$</b>

**4) Evaluation Calculation of Schedule of Prices B, Part 3 – Geotechnical Test**

Analysis	Method	Payment Unit	Unit Rate	Weighting Factor	Total
Unified Soil Classification	ASTM D2487	sample	\$	<b>1</b>	\$
Atterberg Limit Determination	ASTM D4318	sample	\$	<b>1</b>	\$
Particle Size Analysis	ASTM 422	sample	\$	<b>1</b>	\$
Hydraulic Conductivity (Constant Head)	ASTM D2434	sample	\$	<b>1</b>	\$
Hydraulic Conductivity (Falling Head)	ASTM D5084	sample	\$	<b>1</b>	\$
Slug Testing	ASTM 4044	well	\$	<b>1</b>	\$
<b>Subtotal d.</b>					<b>\$</b>

**5) Evaluation of Schedule of Prices C – Coring and Monitoring Wells**

Task	Payment Unit	Unit Rate	Weighting Factor	Total
<b>Direct Push Coring</b>				
Direct push coring – soil sampling only	foot	\$	<b>1</b>	\$
Direct push coring – temporary well placement and soil sampling	foot	\$	<b>10</b>	\$
Direct push installation of well point or soil gas sampling point only	foot	\$	<b>1</b>	\$
Waste Characterization and Profiling (excluding analytical costs; see Schedule of Prices B)	sample	\$	<b>1</b>	\$
<b>Monitoring Wells</b>				
Installation of soil boring (soil sample only)	foot	\$	<b>1</b>	\$
Installation of 2-inch wells	foot	\$	<b>1</b>	\$
Installation of 4-inch wells	foot	\$	<b>1</b>	\$
Plugging and Abandonment of 2-inch wells	foot	\$	<b>1</b>	\$
Plugging and Abandonment of 4-inch wells	foot	\$	<b>1</b>	\$
Redevelopment of existing monitoring well	lump sum (per well)	\$	<b>1</b>	\$
Gauging of monitoring well	lump sum (per well)	\$	<b>1</b>	\$
<b>Installation, Upgrade or Repair of Surface Completions</b>				
Protective post	per post	\$	<b>1</b>	\$
Slab	lump sum (per well)	\$	<b>1</b>	\$
Standard mount protective cover	lump sum (per well)	\$	<b>1</b>	\$
Flush mount protective cover	lump sum (per well)	\$	<b>1</b>	\$
<b>Removal of Surface Completions</b>				
Remove protective post	per post	\$	<b>1</b>	\$
Remove slab	lump sum (per well)	\$	<b>1</b>	\$

Task	Payment Unit	Unit Rate	Weighting Factor	Total
<b>Removal of Surface Completions</b>				
Remove surface completion - standard mount	lump sum (per well)	\$	1	\$
Remove surface completion - flush mount	lump sum(per well)	\$	1	\$
<b>Subtotal e.</b>				<b>\$</b>

**6) Evaluation Calculation of Schedule of Prices D – Equipment and Additional Environmental Services**

Equipment	Payment Unit	Unit Rate	Weighting Factor	Total
Equipment capable of mowing grass; clearing and grubbing shrubs, brush, small trees (less than 3 inches) and other obstructing vegetation; and removal of surface debris in the work area (Statement of Work, Section 2.2.3)	Acre	\$	1	\$
Equipment capable of cutting/removing trees larger than three (3) inches but less than fourteen (14) inches (Statement of Work, Section 2.2.3)	Acre	\$	1	\$
X-ray Fluorescence (XRF) Spectrometer	Day	\$	1	\$
Transducer	Day	\$	1	\$
Water Level Indicator	Day	\$	1	\$
Ground Penetrating Radar	Day	\$	1	\$
Photo Ionization Detector	Day	\$	1	\$
Manlift	Day	\$	1	\$
<b>Subtotal f.</b>				<b>\$</b>

The subtotals of a, b, c, d, e and f becomes the proposer's evaluation price; it will be used for evaluation purposes only and does not reflect anticipated work.

Each proposer's total "Proposal Evaluation Price" will be entered into the following formula:

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

#### **4.4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)**

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

##### Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurships to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

#### **4.5 Clarifications and Oral Presentations**

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

Any or all Proposers may be requested to make oral presentations of their proposals to enhance the Department's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be those susceptible of receiving an award. These Proposers will be notified by the Department's Financial Services Division on or before May 28, 2013. Presentations will be made by the selected Proposers on June 4, 2013, at a time assigned by the Department.

In the event oral presentations are requested, Proposers will be evaluated on the clarity and detail of the technical approach with a maximum score of twenty points, which will be added to the initial scores for a final score.

#### **4.6 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. The Department is prohibited from

awarding any contract for consulting services for \$50,000 or more to any person or firm unless the Department has first determined that such person or firm is responsible according to the standards described in this section. The Department must find that the selected Proposer:

- (1) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
  - (i) Upon completion of the Evaluation and Ranking Report, the highest rated proposal shall receive further review through preparation of a Financial Statement Analysis of the documentation provided in response to Section 3.3 of the RFP. The Department reserves the right to request additional information to satisfy financial status review requirements.
- (2) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; and
- (3) is able to comply with the proposed or required time of delivery or performance schedule; and
- (4) has a satisfactory record of integrity, judgment, and performance (A Proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and
- (5) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

#### **4.7 Contract Award and Debriefings**

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 by approximately June 13, 2013, 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 Sharon Schexnayder at (225) 219-3812, or by e-mail at [sharon.schexnayder@la.gov](mailto:sharon.schexnayder@la.gov).

#### **4.8 Protest of the Solicitation or Award**

Protests of this RFP or award of the resulting contract must follow the procedures specified in LAC 34:145(8).

**APPENDIX A  
PROPOSAL COVER SHEET**

**Project Title:** "Site Investigations for the Underground Storage Tank and 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) \_\_\_\_\_

**Proposer's Contact Person:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No. ( \_\_\_\_\_ ) \_\_\_\_\_

FAX No. ( \_\_\_\_\_ ) \_\_\_\_\_

**Subcontractors (add lines as necessary):**

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

\*See Section 2.6 of the RFP for more information on what must be submitted with your proposal

**I hereby certify that:**

1. This proposal will remain in effect for at least ninety (90) days from the proposal due date.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Environmental Quality contract provisions (Appendix C).
5. I am authorized to represent \_\_\_\_\_ and can commit the organization to all provisions of this proposal.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov)).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX B  
EXPERIENCE TABLE**

**“Site Investigations for the Underground Storage Tank and Remediation Division”  
(Enlarge or duplicate table as necessary)**

<b>Client Name and Address</b>	<b>Contact Person, Telephone Number and email address</b>	<b>Project Title and Contract Number</b>	<b>Dates of Project/ Dollar Amount of Contract</b>	<b>Description of Project</b>

## APPENDIX C SAMPLE CONSULTING CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Contactor Name, Contractor Address, Tax ID No. \_\_\_\_\_ 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 “**Site Investigations for the Underground Storage Tank and Remediation Division**” with the Contract Financial Management System (CFMS) 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 CFMS Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from August 1, 2013 through July 31, 2014. This period shall be known as the base contract. The Department reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base 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 Contractual Review 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, C and D. 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 Contractual Review. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

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

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices A, B, C and/or D. Payment shall be made upon completion and approval of each work order or individual tasks completed 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, C and D shall include all associated direct costs and all indirect costs, etc. as referenced in each Schedule of Prices.

Travel and other allowable expenses shall be reimbursed in accordance with the

Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.

<http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm>

No payment shall be owed or made for analytical work or data generated by a commercial laboratory as defined in LAC 33:I.4503 that is not accredited by the Louisiana Environmental Laboratory Accreditation Program at the time the work is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory as defined in LAC 33:I.4503 that does not meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 2003 National Environmental Laboratory Accreditation Conference (NELAC) Standards 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 2003 NELAC Standards

b. Payment Procedure:

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:

- (1) The Contractor should submit an original and one (1) copy of an invoice upon completion of each work order or individual tasks completed. However, for any services completed by June 30<sup>th</sup>, the Contractor shall submit the invoice to the Department by July 10<sup>th</sup>.
- (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 [DEQ-AccountsPayable@la.gov](mailto:DEQ-AccountsPayable@la.gov)

Each invoice must include:

- (a) the CFMS number;
- (b) the name and address of the Contractor;
- (c) a list of the Work Orders completed by Work Order number and title;

- (d) the amount requested per Work Order;
  - (e) the total amount requested;
  - (f) the balance remaining in the contract; and
  - (g) supporting documentation for all labor category hours billed (timesheets), travel expenses (mileage reports and receipts), transportation and disposal of vegetation and debris, transportation and disposal of IDW, investigation derived wastes (IDW) containers and additional environmental services.
- (3) The Contractor shall attach a copy of the Attachment 3, Form A LaVet/SE-HI Report to all requests for payments.

Payments shall be made by the Department within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by the Department's Office of Environmental Compliance/Underground Storage Tank and Remediation Division.

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 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. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Department against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

11. 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.

12. AUDIT OF RECORDS

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

13. 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 three (3) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

14. TERMINATION FOR CAUSE

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

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

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

15. TERMINATION FOR CONVENIENCE

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

16. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

17. ANTIDISCRIMINATION

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order

11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

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.

18. 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.

19. FORCE MAJEURE

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

20. TAX RESPONSIBILITY

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

21. SUCCESSORS AND ASSIGNS

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

22. 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.

23. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2, 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.

24. 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.

25. CODE OF ETHICS FOR STATE EMPLOYEES

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

26. RELEASE OF INFORMATION

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

27. 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 \$500,000 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 and the Employers Liability limit increased to a minimum of \$1,000,000. 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, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general 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 occurrence 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 not less than 24 months.

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) 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 Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.
- (b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.
- (c) 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) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

(2) Workers Compensation and Employers Liability Coverage

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) Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- (b) Neither the acceptance of the completed work nor the payment thereof shall 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**

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 a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

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 as required in the contract.

e. **Verification of Coverage**

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 thereafter. The Certificate Holder must be listed as follows:

State of Louisiana  
Department of Environmental Quality  
Financial Services Division  
P.O. Box 4303  
Baton Rouge, LA 70821-4303  
Attn: Contract/CFMS # \_\_\_\_\_

In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision endorsement for each insurance policy. The Department reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, 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. **Renewal of Insurance**

In the event that the Contractor provides certificates of insurance valid for a period of time less than the term of the contract, said certificates shall be acceptable, however, the Contractor shall be obligated to renew its insurance policies such that continuous coverage is provided for the entire contract term. The Contractor shall provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies. In the event the Contractor fails or refuses to renew any of its insurance policies to the extent required by this contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this contract, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department may refuse to make payment of any further monies due or coming due under this or other agreements between the Contractor and the Department. The Department, in its sole discretion, may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department, at its option, may either suspend work under this contract, or proceed to default the Contractor and thereby terminate this contract.

g. **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.

h. **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.

i. **Disclaimer**

The Contractor expressly understands and agrees that any insurance protection or other liability guarantees required or requested by this contract shall in no way limit the Contractor's obligations assumed in the contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage or guarantees, nor shall it preclude the Department from taking such other actions as are available to it under any provision of this contract or otherwise in law.

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 Veteran-Owned businesses go to [https://smallbiz.louisianaforward.com/CertifiedVET\\_List.asp](https://smallbiz.louisianaforward.com/CertifiedVET_List.asp). For a list of Service Connected Disabled Veteran-Owned go to [https://smallbiz.louisianaforward.com/CertifiedSD\\_VET\\_List.asp](https://smallbiz.louisianaforward.com/CertifiedSD_VET_List.asp)

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 2003 National Environmental Laboratory Accreditation Conference (NELAC) Standards.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 2003 NELAC Standards. 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 2003 NELAC Standards.

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.

31. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

32. AMENDMENTS

All changes to the contract price or term shall require an amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of Contractual Review. 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.

**WITNESSES:**

**DEPARTMENT OF ENVIRONMENTAL QUALITY:**

\_\_\_\_\_

\_\_\_\_\_  
Vince Sagnibene  
Undersecretary  
Office of Management and Finance

\_\_\_\_\_

\_\_\_\_\_  
Cheryl Sonnier Nolan  
Assistant Secretary  
Office of Environmental Compliance

**WITNESSES:**

**CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_  
Company Name

**APPENDIX D**  
**Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Table**  
 (see Sections 2.6 and 4.4 of the RFP)

**“Site Investigations for the Underground Storage Tank and Remediation Division”**  
 (Enlarge or duplicate table as necessary)

Name of Certified Veteran Initiative or Hudson Initiative Small Entrepreneurship Subcontractor	Dollar Value of Subcontract (specific to this project) or Anticipated Earnings to Accrue to the Subcontractor (conveyed as percentage of total project/award)	Experience and Qualifications of Subcontractor	Description of Work Subcontractor will Perform

**ATTACHMENT 1**  
**STATEMENT OF WORK**  
**“Site Investigations for the Underground Storage Tank and Remediation Division”**  
**Louisiana Department of Environmental Quality**

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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 and qualified contractor to provide site investigation services. This project will be under the direction of the Underground Storage Tank and Remediation Division (USTRD).

### **1.1 Goals and Objectives**

The Department’s goal is to investigate hazardous and solid waste sites. The objective is to provide for planning and performing of site investigations, consultation, and development of remediation options. Site investigations will be performed statewide by the Contractor as sites requiring investigation are identified by the Department.

The Department anticipates that there will be ten (10) to fifteen (15) investigations per year. However, the Department shall not guarantee a minimum or maximum number of work orders to be issued.

## **2.0 CONTRACTOR TASKS**

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

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

### **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 project and answer any questions regarding the contract. The Commencement Conference shall be held at the Department’s Headquarters in Baton Rouge, 602 North 5<sup>th</sup> Street. The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. **Attendance by the Contractor’s Project Manager shall be mandatory.**

## **2.2 Site Investigations**

The Contractor shall conduct Site Investigations in accordance with the methods described in the Department's Risk Assessment/Corrective Action Program (RECAP) which can be found at <http://www.deq.louisiana.gov/portal/DIVISIONS/UndergroundStorageTankandRemediationDivision/RemediationServices/RECAP.aspx>.

### **2.2.1 Site Access, Collection of Background Information, and Site Assessment and Reconnaissance.**

#### **(1) Site Access**

The Contractor shall (as directed by the Department):

- (a) perform a records review to determine the owner/operator of the site;
- (b) obtain owner/operator signature on Exhibit A, Access Agreement, prior to performing any site field work;
- (c) submit an original and two (2) copies of Exhibit A, Access Agreement, for review and approval by the Department's Project Manager; 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) Collection of Background Information**

The Contractor shall:

- (a) review the Department's files to determine the results of any previous investigations;
- (b) collect site-specific information including:
  - i. current activities at the site;
  - ii. topographic and hydrogeologic information pertinent to the site; and
  - iii. population and ecological information about the surrounding area.

#### **(3) Site Assessment and Reconnaissance**

The Contractor shall:

- (a) inspect the site and sample locations; and
- (b) interview individuals familiar with the site as necessary.

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

The site investigation shall meet the requirements of **LAC 33:I, Chapter 13 (RECAP), Appendix B**; including, but not limited to:

- physical characteristics of the site, including important surface features, soils, geology, hydrogeology, ecology and meteorology;

- characterization or classifications of the air, surface water, and groundwater at the site;
- characterization of all contaminated media at the site;
- characterization of each contaminant at the site, including concentration, speciation (when applicable), toxicity, susceptibility to bioaccumulation, persistence, and mobility;
- determination of the extent of vertical and horizontal contamination at the site;
- actual and potential exposure pathways through environmental media;
- actual and potential receptors;
- natural resources and sensitive populations or habitats that could be injured;
- other factors that impact the remedial alternatives investigated;
- the types and numbers of samples required, the design of the sampling network, sampling locations and frequencies, sampling matrices, measurement parameters of interest and the rationale for the design; and
- packaging and labeling of samples, chain-of-custody, shipping and handling, analytical testing, QA/QC, interpretation of the analytical results, and the recording and reporting of all results.

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

- (1) Site Investigation Work Plan 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 description of the qualifications and experience, as well as the function and responsibility of all key personnel, including subcontractors assigned to the site specific work order;
  - (c) a Sampling and Analysis Plan which shall include, but shall not be limited to:
    - i. title page;
    - ii. site 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; and
- (3) Quality Assurance/Quality Control Plan:

The plan shall be developed to address the requirements in RECAP Sections 2.4 and 2.5.

### **2.2.3 Site Preparation**

The Contractor shall prepare the site for site investigation activities. This task shall include:

- (1) mowing of grass;
- (2) clearing and grubbing of shrubs, brush, small trees [less than three (3) inches in diameter] and other obstructing vegetation;
- (3) removal of surface debris in the work area;
- (4) cutting/removing of trees greater than three (3) inches in diameter but less than fourteen (14) inches in diameter; 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.

### **2.2.4 Sampling**

The Contractor shall conduct field sampling activities and/or drilling/coring activities necessary to collect, preserve, label, package and deliver samples to be analyzed by 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.

### **2.2.5 Direct Push Coring (includes mobilization and demobilization)**

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

The Contractor shall provide direct push coring equipment capable of coring in areas of limited clearance or inside buildings. The equipment must be able to be transported through an area of limited clearance no larger than seven (7) feet high by six (6) feet wide (e.g., a doorway), and must not require a space of more than eight (8) feet in height for operation.

The Contractor shall:

- (1) measure and record the location of each direct push core to plus or minus ( $\pm$ ) 0.1 foot;

- (2) measure and record the surface elevation of each direct push core location to plus or minus ( $\pm$ ) 0.1 foot North American Vertical Datum (NAVD)];
- (3) prepare boring logs identifying soil types, lithology, organic vapor measurement data, secondary soil features, visual and olfactory observations;
- (4) record logs using the Unified Soil Classification System (ASTM D2487);
- (5) collect soil cores using a direct push soil sampling device with a new clean liner;
- (6) measure and record the depth at which groundwater is first encountered;
- (7) install and develop temporary well as needed;
- (8) gauge the temporary well for final water level measurement;
- (9) collect soil and/or groundwater samples per the Department approved Work Plan; and
- (10) plug all borings with bentonite/cement grout.

When sampling activities are completed, the Contractor shall remove all equipment and plug and abandon the borehole(s) in accordance with the most recent version of the Louisiana Department of Transportation and Development/Louisiana Department of Environmental Quality (LDOTD/LDEQ) *Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook*.

<http://www.deq.louisiana.gov/portal/Portals/0/RemediationServices/DOTD-DEQ%20Well%20Boring%20Handbook.pdf> and;

The LDOTD *Water Well Rules, Regulations, and Standards*

[http://www.deq.louisiana.gov/portal/Portals/0/RemediationServices/Water%20Wells%20Rules\\_rules\\_and\\_standards.pdf](http://www.deq.louisiana.gov/portal/Portals/0/RemediationServices/Water%20Wells%20Rules_rules_and_standards.pdf).

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 dispose of all hazardous and/or non-hazardous investigation derived waste (IDW) generated from the site work in accordance with applicable laws, regulations, ordinances and codes. Any damage to the site caused by his operations and/or equipment shall be repaired by the Contractor.

#### **2.2.6 Monitoring Well Installation and Sampling (includes mobilization and demobilization)**

The Contractor shall provide a conventional environmental drill rig (hollow-stem auger), as well as all necessary supplies and equipment including, but not limited to, split spoon samplers, pre-packed well screens, well screens and casings appropriate for soil boring/sampling and monitoring well installation.

In accordance with the site specific Sampling and Analysis Plan, the Contractor shall use conventional drilling methods to install soil borings and monitoring wells. Hollow-stem auger drilling or other Department approved technology shall be used to advance a sampling device into relatively shallow, unconsolidated geologic material for the purpose

of retrieving soil cores and installing groundwater monitoring wells. The Contractor shall install two (2) inch or four (4) inch wells.

The Contractor shall:

- (1) measure and record the location of each boring to plus or minus ( $\pm$ ) 0.1 foot;
- (2) measure and record the surface elevation of the borehole or monitoring well to plus or minus ( $\pm$ ) 0.1 foot (NAVD);
- (3) prepare boring logs identifying soil types, lithology, secondary soil features and the presence of contamination;
- (4) record logs using the Unified Soil Classification System (ASTM D2487);
- (5) collect soil cores using a split spoon sampler or Shelby tube;
- (6) measure and record the depth at which groundwater is first encountered;
- (7) install, upgrade, repair or remove surface completion (standard or flush mount), as necessary;
- (8) redevelop the well;
- (9) gauge the well for final water level measurement;
- (10) collect soil and/or groundwater samples per the Department approved Work Plan; and
- (11) plug and abandon all wells unless otherwise directed by the Department.

### **2.2.7 Slug Testing**

As directed in the site specific work order, the Contractor shall conduct a slug test on a minimum of two (2) wells and determine the groundwater classification in accordance with RECAP. Slug tests shall also be performed on existing site well(s), depending on site-specific conditions and existing wells' suitability, as directed by the Department.

### **2.2.8. Analytical Testing**

The Contractor shall be responsible for analyses of the samples collected in Section 2.2.4. 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 Attachment 2, Schedule of Prices B. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards. Information regarding the Louisiana Environmental Laboratory Accreditation Program (LELAP) can be found at:

<http://www.deq.louisiana.gov/portal/DIVISIONS/PublicParticipationandPermitSupport/LouisianaLaboratoryAccreditationProgram.aspx>

The Contractor shall promptly notify the Department if laboratory-related problems cause a schedule delay. Additionally, he 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 B, Submittal Requirements for Analytical Data. The Contractor shall authorize the laboratory to release a fully supported data package as requested by the Department.

### **2.2.9 Equipment**

The Contractor shall be required to provide the following equipment as needed to perform services:

- (1) Cutting/mowing/vegetative clearing equipment capable of site preparation as per Section 2.2.3 of this document;
- (2) X-ray Fluorescence Spectrometer;
- (3) Transducer;
- (4) Water Level Indicator;
- (5) Ground Penetrating Radar;
- (6) Photo Ionization Detector; and
- (7) Man Lift.

### **2.2.10 Waste Characterization and Profiling**

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

### **2.2.11. Transportation and Disposal of Investigation Derived Waste (IDW)**

The Contractor shall remove all hazardous and/or non-hazardous investigation derived waste following completion of activities at the site. The Contractor shall dispose of all investigation derived waste generated from the site work in accordance with applicable laws, regulations, ordinances and codes. The Contractor shall be responsible for providing IDW containers. The Contractor shall transport all investigation derived waste to a permitted disposal facility and shall provide all manifest forms and bills of lading to the Department Project Manager. The disposal facility shall be approved by the Department Project Manager. Any damage to the site of investigation caused by his operations and/or equipment shall be repaired by the Contractor.

### **2.2.12 Site Investigation and/or RECAP Evaluation Report**

The Contractor shall submit for the Department's review and approval a Site Investigation and/or RECAP Evaluation Report (Management Option 1, 2 or 3, as directed by the Department Project Manager) for the site, in accordance with LAC 33:I,

Chapter 13 [Risk Evaluation/Corrective Action Program (RECAP)], Appendix B, Section 3.0.

### **2.2.13 Additional Site Investigation**

Following completion of the initial site investigation and RECAP evaluation, the Department **may** request additional sampling based upon results of the initial site investigation. If requested, the Contractor shall submit an *Additional Site Investigation Work Plan* with additional sampling locations and rationale, and parameters to be analyzed as per Section 2.2.2 (1). The additional sampling will be assigned in the site-specific work order.

The Implementation of the Additional Site Investigation Work Plan and Evaluation and Interpretation of Data task shall include all activities and resources necessary to complete this task as per Section 2.2.

The results of additional sampling shall be submitted in an *Additional Site Investigation Report* as per Section 2.2.12 which shall include any necessary amendments to the approved RECAP evaluation.

### **2.2.14 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.

## **2.3. Corrective Action Plan (CAP) Development**

The Department **may** require the Contractor to develop remedial alternatives based on site specific information. If required, the Corrective Action Plan shall be capable of providing for remediation of all phases of contamination in affected media which exceed RECAP standards and shall include conceptual plans for implementation, with projections for the time required to complete remediation, including abandonment of wells and removal of the equipment, and the basis for the projections. Diagrams shall designate the areas to be treated, the locations and types of treatment equipment to be used and an estimate of cleanup cost options based on future uses and redevelopment plans.

## **2.4 Attendance at Public Meetings**

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

## **2.5 Litigation Support**

The Contractor shall provide litigation support, as requested by the Department. Litigation support shall include participation in preparatory meetings and discussions with Department personnel, testifying at depositions, administrative and/or judicial hearings and providing records to the Department, administrative tribunal or court upon request.

## **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 investigations and development of remediation options. 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 environmental site investigations;
- (2) The Site Supervisor should have a minimum of three (3) 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 experience which shall include work related to site investigations, sampling procedures, analytical methodologies, and/or remediation options.

The Contractor shall name a back-up Project Manager and Site Supervisor to manage and supervise site 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 and all its operations, and shall be briefed by the primary Project Manager and/or Site Supervisor before assuming responsibilities.

#### 4.1 Labor Category Descriptions

Labor Category Title	Responsibilities
Project Manager	management of the project, preparation of work order responses, report preparation, site work as approved, contract administration and other tasks as assigned
Site Supervisor	act as the Contractor's on-site representative
Quality Assurance Manager	review of data to ensure that it is of sufficient quality to meet its intended use
Scientist (Chemist, Biologist, Geologist, etc.)	review and evaluation of analytical data and quality assurance documents and processes, conduct site work as required
Technician	provide on-site technical support
CADD Operator/Drafter	prepare technical drawings and plans
Litigation Support	provide litigation support at administrative and/or judicial hearings
Administrative/Clerical Support	invoice preparation, other paraprofessional and office duties

#### 5.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned work orders. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but shall not be limited to, the following activities:

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

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

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

- (2) Scheduling and participation in meetings and conference calls; maintaining

communications and coordination with Department personnel, including reporting problems encountered in performing this work, schedule delays, additional costs and/or corrective action relating to sampling activities;

- (3) Contract administration (including invoicing, changes to the contract and/or work orders, resolving disputes between the Contractor and the Department, and compliance by the Contractor with all contract clauses and conditions);
- (4) Record keeping; and
- (5) Preparation and submission of submittals and deliverables.

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal, to represent the Contractor's organization and to manage the project. The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the Department 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 site against vandals and other unauthorized persons during on-site activities. No claims shall be made against the Department by reason of any act of an employee or trespasser. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor shall be remedied by the Contractor at his expense.

Upon completion of site activities, the Contractor shall remove all equipment, uncontaminated supplies and materials, and non-hazardous contractor generated trash.

### **5.2 Operation of the Contract**

Specific sites have not been predetermined; therefore site locations and conditions will be described in Work Orders. In addition to the tasks listed in SOW, Section 2.0, Contractor Tasks, the Contractor may be assigned additional environmental related tasks. In order to monitor contract activities and to ensure accountability, work shall be assigned to the Contractor by the Department through Work Orders issued according to the following procedure:

- (1) The Department will issue a written Work Order signed by the Department's Project Manager (or his 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 name(s) of the individual(s) assigned to the Work Order (only personnel included in the Contractor's accepted proposal 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 to be submitted on Exhibit C, Sample Work Order Cost Estimate Form; and
  - (c) a statement that the Contractor has no conflicts with any companies (including Potentially Responsible Parties (PRPs) and their environmental consultants) named in the Work Order or a statement describing the Contractor's relationships with any companies named in the assigned project.
- (3) The Department will review the Contractor's response, request clarification or further information as necessary, negotiate the level of effort proposed as necessary, and determine the acceptability of any identified relationships between the Contractor and any companies named in the Work Order. Acceptance or rejection of the Contractor's response will be provided in writing.
  - (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. Any additional work and/or costs not addressed in the Work Order shall be approved by the Department prior to the Contractor performing the work and/or incurring additional costs.
  - (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. The Monthly Status Report shall be provided via electronic mail within one week of the end of the preceding month. 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 Contract Financial Management System (CFMS) number and project title;
- (3) dates of the reporting period;
- (4) number and title of the Work Order(s);
- (5) amount of funds obligated for each work order and the amount invoiced for each work order to date; and

- (6) 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, one (1) copy, and one (1) copy in PDF format of the following deliverables (as directed by the Department), based on individual work orders. 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) Site Investigation Work Plan;
- (2) Sampling and Analysis Plan;
- (3) Site Investigation and/or RECAP Evaluation Report (Management Option 1, 2 or 3, as directed by the Department Project Manager);
- (4) Additional Site Investigation Work Plan (as necessary);
- (5) Additional Site Investigation Report (as necessary);
- (6) Corrective Action Plan (as necessary); and
- (7) 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 (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).

**The Contractor shall possess a Louisiana State Contractors license with a Hazardous Material Classification or one of the following sub-classifications, 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 Water Well Driller's License throughout the term of the contract.**

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

- (1) the *Handbook for Construction of Geotechnical Boreholes and Groundwater Monitoring Systems* prepared by the LDOTD and LDEQ, December, 2000, and hereinafter referred to as the "LDOTD/LDEQ Handbook"; and
- (2) the most recent version of Water Well Rules, Regulations, and Standards, State of Louisiana, prepared by the LDOTD.

## **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, C and D. 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.

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

The Department shall not guarantee performance of the maximum number of units included by the Contractor in his Work Order estimate. Additionally, 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 immediately in writing before incurring additional costs. This notification shall include an explanation of anticipated additional units and a revised Work Order cost estimate. The Department shall determine the acceptability of additional costs and provide written notification to the Contractor before any costs in excess of the original estimate are incurred.

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.

## **Travel Time, Expenses and Mileage**

Travel time, expenses and mileage, as required for individual work orders, shall be included on Exhibit C, Sample Work Order Cost Estimate Form. All travel time, expenses and mileage must be approved by the Department prior to incurring any costs.

Travel Time (spent in transit), shall be reimbursed in accordance with Attachment 2, Schedule of Prices A and the applicable labor category's hourly rate. The Department will reimburse for no more than eight (8) hours of travel to the site or meeting location(s) and eight (8) hours of travel from the site or meeting location(s) 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 upon receipt of required supporting documentation.

Reimbursement for air travel will not be acceptable on a routine basis for this work unless supporting documentation shows that it is the most cost effective means of travel.

### **8.1 Commencement Conference**

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

### **8.2 Site Investigations**

Payment for Site Investigations shall include all activities and resources necessary to conduct Site Investigations in accordance with Statement of Work, Section 2.2. Payment shall be made in accordance with Schedules of Prices A, B, C and/or D.

#### **8.2.1 Site Access, Collection of Background Information, and Site Assessment and Reconnaissance**

Payment for site access, collection 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 in Attachment 2, Schedule of Prices A.

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

Payment for preparation of plans shall be made for the actual number of hours worked for the labor category's hourly rate provided in Attachment 2, Schedule of Prices A.

**8.2.3 Site Preparation**

Payment for site preparation shall be made for:

- (1) personnel conducting project management 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 used at the unit rate in accordance with Schedule of Prices D; and
- (3) the off-site transportation and disposal of vegetation and debris for actual costs, with supporting documentation, in accordance with Schedule of Prices C.

**8.2.4 Sampling**

Payment for sampling shall be made for the actual number of hours worked by the personnel conducting field sampling activities for the labor category's hourly rate, travel time, expenses and mileage in accordance with Schedule of Prices A. The unit rate shall include all materials described in Section 2.2.4.

**8.2.5 Direct Push Coring (includes mobilization and demobilization)**

Payment for direct push coring shall be made in accordance with Schedule of Prices C. The unit rates shall include all materials, supplies and equipment described in Section 2.2.5.

**8.2.6 Monitoring Well Installation and Sampling (includes mobilization and demobilization)**

Payment for monitoring well installation and sampling shall be made in accordance with Schedule of Prices C. The unit rates shall include all materials, supplies and equipment described in Section 2.2.6.

**8.2.7 Slug Testing**

Payment for slug testing shall be made for the actual number of wells requiring slug testing in accordance with Schedule of Prices B, Part 3, Geotechnical Test.

**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 per sample rate(s) shall be based on thirty

(30) day turn around time for results and summary data packages. All analyses must be performed within the specified holding times.

The Department shall not guarantee that a specific number of samples will be analyzed; only the quantities authorized by the Department will be paid for in accordance with the site specific work order.

Payment for a fully supported data package shall be made in accordance with the multiplier provided in Schedule of Prices B, Part 4, Multiplier.

### **8.2.9 Equipment**

Payment for equipment shall be made in accordance with Schedule of Prices D. The unit rate shall be all inclusive and shall include, but shall not be limited to, obtaining, operating and returning the equipment.

### **8.2.10 Waste Characterization and Profiling**

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

### **8.2.11 Transportation and Disposal of Investigation Derived Waste (IDW)**

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

- (1) personnel conducting 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 actual number of IDW containers used at cost, with supporting documentation, in accordance with Schedule of Prices C; and
- (3) the transportation and disposal of IDW at actual costs with supporting documentation from the transporter, disposal facility and other disposal related costs in accordance with Schedule of Prices C.

Due to the location of possible sites being anywhere within the State of Louisiana, the proximity of permitted waste disposal facilities to each possible site location and the complexity of disposal parameters on which the disposal price is based (such as the number and types of constituents, as well as concentration levels), the Department considers cost reimbursement for disposal to be the most advantageous method and to be in the best interest of the State.

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

### **8.2.12 Site Investigation and/or RECAP Evaluation Report**

Payment for the Site Investigation and/or RECAP Evaluation Report shall be made for the actual number of hours worked in accordance with the labor category's hourly rate provided in Schedule of Prices A.

### **8.2.13 Additional Site Investigation**

Payment for additional site investigation shall be made in accordance with Section 8.2 of this Statement of Work.

### **8.2.14 Additional Environmental Services**

Payment for additional environmental services shall be made for:

- (1) Contractor personnel procuring 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 for actual costs, with supporting documentation, in accordance with Schedule of Prices D.

## **8.3 Corrective Action Plan Development (CAP)**

Payment for corrective action plan development shall be made for the actual number of hours worked in accordance with the labor category's hourly rate provided in Schedule of Prices A.

## **8.4 Attendance at Public Meetings**

Payment for attendance at public meetings 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.

## **8.5 Litigation Support**

Payment for litigation support 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.

## **8.6 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 Department will allow a maximum of four (4) hours labor for preparation of work order responses. If preparation of work order responses exceeds four (4) hours, the Department's written approval shall be required prior to incurring additional costs.

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.

Upon receipt of the Department's written acceptance of the work, the Contractor may submit an invoice, with supporting documentation, according to the procedure defined in the contract.

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

**“Site Investigations for the Underground Storage Tank and Remediation Division”  
Louisiana Department of Environmental Quality”**

Labor Category <sup>1</sup>	Payment Unit	Unit Rate <sup>2,3</sup>
Project Manager	Hour	
Site Supervisor	Hour	
Quality Assurance Manager	Hour	
Scientist (Chemist, Biologist, Geologist, etc.)	Hour	
Technician	Hour	
Computer Aided Design (CAD) Operator	Hour	
Litigation Support	Hour	
Administrative/Clerical Support	Hour	
Travel Expenses	<b>In Accordance with PPM 49</b>	

<sup>1</sup> 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.

<sup>2</sup> Rates shall include all associated direct costs (labor, supplies, incidentals and expendables, duplication/copying, communications, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) and profit.

<sup>3</sup> 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 within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.

<http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm>

**\* ALL BLANKS MUST BE COMPLETED**

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

**“Site Investigations for the Underground Storage Tank and Remediation Division”  
Louisiana Department of Environmental Quality**

**Part 1 - Common Tests**

<b>Analysis</b>	<b>Method</b>	<b>Payment Unit</b>	<b>Unit Rate</b>
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)	SW-846 Method 5035	sample (Terracore or equivalent; or EnCore or equivalent)	
Volatiles (per RECAP Table 1)	SW-846 Method 8260	sample	
BTEX only	SW-846 Method 8260	sample	
1, 2 – Dibromomethane and 1, 2 – Dibromo-3-Chloropopane	SW-846 Method 8011	sample	
Volatile Petroleum Hydrocarbons (VPH)	Massachusetts Department of Environmental Protection Method	sample	
Extractable Petroleum Hydrocarbons (EPH)	Massachusetts Department of Environmental Protection Method	sample	
Semi-volatiles (per RECAP Table 1)	SW-846 Method 8270	sample	
Toxicity Characteristic Leaching Procedure (TCLP)	SW-846 Method 1311	sample	
RECAP Metals (per RECAP Table 1)	6020	sample	

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

**“Site Investigations for the Underground Storage Tank and Remediation Division”  
Louisiana Department of Environmental Quality**

**Part 2 - Other Parameters**

<b>Analysis</b>	<b>Method</b>	<b>Payment Unit</b>	<b>Unit Rate</b>
Toxic Compounds in Ambient Air	TO-15	sample	
Canister Cleaning	Appropriate Method	canister	
Organochlorine Pesticides	SW-846 Method 8081	sample	
Organophosphate Pesticides	Appropriate Method	sample	
Polychlorinated Biphenyls (PCBs)	SW-846 Method 8082	sample	
Chlorinated Herbicides	SW-846 Method 8151	sample	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/Low Resolution Mass Spectrometry	SW-846 Method 8280	sample	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/High Resolution Mass Spectrometry	SW-846 Method 8290	sample	
Percent Organic matter	ASTM 2974	sample	
Asbestos from Bulk Samples	EPA 600/R-93/116	sample	
Oil and Grease in water	EPA 1664	sample	
Total Dissolved Solids in water	Method 2540C, Standard Methods for the Examination of Water and Wastewater, 21 <sup>st</sup> or most recent edition	sample	
Ignitibility	SW-846 Method 1010	sample	
	SW-846 Method 1020	sample	
	SW-846 Method 1030	sample	
Reactivity (Cyanide and Sulfide)	SW-846, Update III, Chapter 7	sample	
Corrosivity	SW-846 Method 9040	sample	
	SW-846 Method 9045	sample	
	SW-846 Method 1110	sample	

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

**“Site Investigations for the Underground Storage Tank and Remediation Division”  
Louisiana Department of Environmental Quality**

Synthetic Precipitation Leaching procedure (SPLP)	SW-846 Method 1312	sample	
Chromium VI (hexavalent chromium)	SW-846 Method 7196	sample	
	Method 7199	sample	
	Standard Methods 3500 Cr D	sample	
Total Organic Carbon (TOC)	SW-846 Method 9060	sample	
BTEX by GC with PID and/or ECD	SW-846 Method 8021	sample	
Phenols	SW-846 Method 8041	sample	
Phenolics	SW-846 Method 9066	sample	
Polynuclear Aromatic Hydrocarbons	SW-846 Method 8270	sample	
Mercury	SW-846 Method 7470/7471	sample	
	EPA 245.1	sample	
	EPA 245.2	sample	
	SM 3112	sample	
	Method 1631	sample	
Radium 226	EPA 903	sample	
Radium 226	EPA 903.1	sample	
Radium 228	EPA 904	sample	
Gross Alpha and Gross Beta	EPA 900	sample	
Percent Moisture	Appropriate Method	sample	
pH	Appropriate Method	sample	
Cyanide	SW-846 Method 9012	sample	
Aluminum	6020	sample	
Antimony	6020	sample	
Arsenic	6020	sample	
Barium	6020	sample	
Beryllium	6020	sample	
Cadmium	6020	sample	
Calcium	6020	sample	
Chromium	6020	sample	
Cobalt	6020	sample	
Copper	6020	sample	

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

**“Site Investigations for the Underground Storage Tank and Remediation Division”**  
**Louisiana Department of Environmental Quality**

Iron	6020	sample	
Lead	6020	sample	
Magnesium	6020	sample	
Manganese	6020	sample	
Nickel	6020	sample	
Potassium	6020	sample	
Selenium	6020	sample	
Silver	6020	sample	
Sodium	6020	sample	
Thallium	6020	sample	
Vanadium	6020	sample	
Zinc	6020	sample	
Chlorides	In accordance with Laboratory Procedures for Analysis of Exploration and Production Waste, LA Depart. of Natural Resources, Office of Conservation, Injecting and Mining Division ( <a href="http://dnr.louisiana.gov/cons/conserin/LABMANUL.pdf">dnr.louisiana.gov/cons/conserin/LABMANUL.pdf</a> )	sample	
Electrical conductivity (EC)	In accordance with Laboratory Procedures for Analysis of Exploration and Production Waste, LA Depart. of Natural Resources, Office of Conservation, Injecting and Mining Division ( <a href="http://dnr.louisiana.gov/cons/conserin/LABMANUL.pdf">dnr.louisiana.gov/cons/conserin/LABMANUL.pdf</a> )	sample	
Sodium Adsorption Ration (SAR)	In accordance with Laboratory Procedures for Analysis of Exploration and Production Waste, LA Depart. of Natural Resources, Office of Conservation, Injecting and Mining Division ( <a href="http://dnr.louisiana.gov/cons/conserin/LABMANUL.pdf">dnr.louisiana.gov/cons/conserin/LABMANUL.pdf</a> )	sample	
Exchangeable Sodium Percentage (ESP)	In accordance with Laboratory Procedures for Analysis of Exploration and Production Waste, LA Depart. of Natural Resources, Office of Conservation, Injecting and Mining Division ( <a href="http://dnr.louisiana.gov/cons/conserin/LABMANUL.pdf">dnr.louisiana.gov/cons/conserin/LABMANUL.pdf</a> )	sample	

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

**“Site Investigations for the Underground Storage Tank and Remediation Division”  
Louisiana Department of Environmental Quality**

**Part 3 - Geotechnical Test**

Analysis	Method	Payment Unit	Unit Rate
Unified Soil Classification	ASTM D2487	sample	
Atterberg Limit Determination	ASTM D4318	sample	
Particle Size Analysis	ASTM 422	sample	
Hydraulic Conductivity (Constant Head)	ASTM D2434	sample	
Hydraulic Conductivity (Falling Head)	ASTM D5084	sample	
Slug Testing	ASTM 4044	well	

**Part 4 - Multiplier**

Item	Payment Unit	Percentage
Fully supported data package	% of base analytical cost (not to exceed 30 %)	

**\*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, etc. shall be included in the analytical prices; separate payments will not be made for these procedures. Canister rental shall be included in the analytical prices for air analyses; separate payments will not be made for this item.

\*The appropriate method will be determined by the laboratory. 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 (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with pick up and delivery of samples and profit.

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

**“Site Investigations for the Underground Storage Tank and Remediation Division”**  
**Louisiana Department of Environmental Quality**

Task	Payment Unit	Unit Rate <sup>1</sup>
<b>Direct Push Coring</b>		
Direct push coring – soil sampling only	foot	
Direct push coring– temporary well placement and soil sampling	foot	
Direct push installation of well point or soil gas sampling point only	foot	
Waste Characterization and Profiling (excluding analytical costs; see Schedule of Prices B)	sample	
<b>Monitoring Wells</b>		
Installation of soil boring (soil sample only)	foot	
Installation of 2-inch wells	foot	
Installation of 4-inch wells	foot	
Plugging and Abandonment of 2-inch wells	foot	
Plugging and Abandonment of 4-inch wells	foot	
Redevelopment of existing monitoring well	lump sum (per well)	
Gauging of monitoring well	lump sum (per well)	
<b>Installation, Upgrade or Repair of Surface Completions</b>		
Protective post	per post	
Slab	lump sum (per well)	
Standard mount protective cover	lump sum (per well)	
Flush mount protective cover	lump sum (per well)	
<b>Removal of Surface Completions</b>		
Remove protective post	per post	
Remove slab	lump sum (per well)	
Remove surface completion - standard mount	lump sum (per well)	
Remove surface completion - flush mount	lump sum (per well)	

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

**“Site Investigations for the Underground Storage Tank and Remediation Division”**  
**Louisiana Department of Environmental Quality**

<b>Transportation and Disposal of Waste</b>	
Transportation and Disposal of Vegetation and Debris (2.2.3)	<b>Actual Cost</b>
Transportation and Disposal of IDW (Section 2.2.11)	<b>Actual Cost</b>
Investigation Derived Wastes (IDW) Containers (Section 2.2.11)	<b>Actual Cost</b>

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

**\*ALL BLANKS MUST BE COMPLETED**

**ATTACHMENT 2**  
**SCHEDULE OF PRICES D - EQUIPMENT AND ADDITIONAL ENVIRONMENTAL SERVICES**

**“Site Investigations for the Underground Storage Tank and Remediation Division”**  
**Louisiana Department of Environmental Quality**

Equipment	Payment Unit	Unit Rate <sup>1</sup>
Equipment capable of mowing grass; clearing and grubbing shrubs, brush, small trees (less than 3 inches) and other obstructing vegetation; and removal of surface debris in the work area (Statement of Work, Section 2.2.3)	Acre	
Equipment capable of cutting/removing trees larger than three (3) inches but less than fourteen (14) inches (Statement of Work, Section 2.2.3)	Acre	
X-ray Fluorescence (XRF) Spectrometer	Day	
Transducer	Day	
Water Level Indicator	Day	
Ground Penetrating Radar	Day	
Photo Ionization Detector	Day	
Manlift	Day	
Additional Environmental Services (Statement of Work, Section 2.2.14)	Actual Cost	

<sup>1</sup> Rates shall include all associated direct costs (labor, supplies, equipment, fuel, incidentals and expendables, duplication/copying, communications, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) travel expenses associated with each line and profit. The unit rate shall be all inclusive and shall include, but is not limited to, obtaining, operating, and returning the equipment.

**\* ALL BLANKS MUST BE COMPLETED**

**ATTACHMENT 3  
Form A**

**Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship (LaVet) and  
Hudson Initiative small entrepreneurship (SE-HI) Procurement Reporting**

Contractor: \_\_\_\_\_

Project Title: “ \_\_\_\_\_ ”

Reporting Period: \_\_\_\_\_

Procurement Made By: (check appropriate box)		Name (If Subcontractor)	Business Enterprise: (check appropriate box)		Dollar Value of Procurement	LED Certification Number of Contractor or Subcontractor
Contractor	Subcontractor		LaVet	SE		

A good faith effort has been made to obtain LaVet and/or SE-HI vendor participation:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT A. ACCESS AGREEMENT**

I, \_\_\_\_\_ owner/operator of \_\_\_\_\_  
property located at \_\_\_\_\_, Parish of  
\_\_\_\_\_, Louisiana do hereby grant to the Louisiana Department of  
Environmental Quality and its designated personnel, agents, assigns and/or contractors,  
permission to enter onto the premises located at \_\_\_\_\_ known as  
\_\_\_\_\_ for any and all purposes necessary to assess the site for  
remedial investigation of soil and groundwater. It is understood that the Louisiana Department  
of Environmental Quality and its designated personnel, agents, assigns and/or contractors may  
conduct operations consisting of, but not limited to, visual inspection, cutting and mowing of  
small trees, shrubs, weeds, roots or other obstructing vegetation or surface debris in the work  
area, removal and reinstallation of fencing, as necessary, mobilization, well sampling, “push”  
sampling or other sampling, well drilling, etc., and demobilization of equipment, as well as,  
removal and disposal of all contractor generated waste. Access for the above purposes shall  
continue through the period of time necessary to complete the work, including any additional  
time required. The Louisiana Department of Environmental Quality and its designated  
personnel, agents, assigns and/or contractors are hereby authorized to take any and all action  
necessary to perform this work.

So agreed to on \_\_\_\_\_ (date), in \_\_\_\_\_ Parish,  
State of Louisiana.

\_\_\_\_\_  
(Name of Responsible Party-Owner/Operator)

## **Exhibit B**

### **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 Department public web page for the Department’s Electronic Data Deliverable (EDD) Submittal Requirements Manual and List of Valid Values: [www.deq.louisiana.gov/portal/tabid/2839/default.aspx](http://www.deq.louisiana.gov/portal/tabid/2839/default.aspx).

Criteria for rejection of deliverables shall include, but shall not be 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 non-reimbursement/non-payment for analytical work.

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

#### **Data Packages**

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

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

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

The narrative of both the summary and full-supported data reports must address any issues with chain-of-custody, preservation, condition of the sample upon receipt by laboratory personnel, unacceptable 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 Department sample identifications and the laboratory identifications. The report must define any data qualifiers contained in the analytical results. Associated QC data must be included in the analytical report and the EDD.

**Fully-Supported Data Packages**

Fully supported data packages must contain all of the required information as the summary report with the additional CLP or equivalent forms and all supporting raw and calculated data. Supporting raw data shall include, but shall not be 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 shall be acceptable.

## EXHIBIT C - SAMPLE WORK ORDER COST ESTIMATE FORM

SITE NAME

ADDRESS

TASK	UNIT	QUANTITY	RATE	DEPTH/ WELL	TOTAL
<b>TASK 2.2.1 - Site Access, Collection of Background Information, and Site Assessment and Reconnaissance</b>					
Labor Category (use separate line for each person)	Hour				
<b>Travel</b>					
Labor Category Travel Time (use separate line for each person)	Hour				
Meals	Meal				
Lodging	Day				
Mileage	Mile				
<b>TASK TOTAL</b>					
<b>TASK 2.2.2 - Site Investigation Work Plan, Sampling and Analysis Plan (SAP), Health and Safety Plan (HSP) and Quality Assurance/Quality Control (QA/QC) Plan</b>					
Labor Category	Hour				
<b>TASK TOTAL</b>					
<b>TASK 2.2.3 - Site Preparation</b>					
Labor Category	Hour				
Equipment	Acre				
Equipment	Day				
Transportation & Disposal of Vegetation & Debris	Actual Cost				
<b>Travel</b>					
Labor Category Travel Time (use separate line for each person)	Hour				
Meals	Meal				
Lodging	Day				
Mileage	Mile				
<b>TASK TOTAL</b>					
<b>TASK 2.2.4 - Sampling</b>					
Labor Category	Hour				
<b>Travel</b>					
Labor Category Travel Time (use separate line for each person)	Hour				
Meals	Meal				
Lodging	Day				
Mileage	Mile				
<b>TASK TOTAL</b>					
<b>TASK 2.2.5 - Direct Push Coring (in accordance with Schedule of Prices C)</b>					
<b>TASK TOTAL</b>					
<b>TASK 2.2.6 - Monitoring Well Installation &amp; Sampling (in accordance with Schedule of Prices C)</b>					
<b>TASK TOTAL</b>					

## EXHIBIT C - SAMPLE WORK ORDER COST ESTIMATE FORM

SITE NAME

ADDRESS

TASK	UNIT	QUANTITY	RATE	DEPTH/ WELL	TOTAL
<b>TASK 2.2.7 - Slug Testing (in accordance with Schedule of Prices B, Part 3, Geotechnical Test)</b>	Well				
<b>TASK TOTAL</b>					
<b>TASK 2.2.8 - Analytical Testing</b>					
	Sample				
	Sample				
	Sample				
<b>TASK TOTAL</b>					
<b>TASK 2.2.9 - Equipment</b>					
	Acre				
	Day				
<b>TASK TOTAL</b>					
<b>TASK 2.2.10 - Waste Characterization &amp; Profiling (in accordance with Schedules of Prices B &amp; C)</b>					
	Sample				
	Sample				
<b>TASK TOTAL</b>					
<b>TASK 2.2.11 - Transportation &amp; Disposal of IDW</b>					
Labor Category	Hour				
IDW Containers	Actual Costs				
Transportation & Disposal of IDW	Actual Costs				
<b>Travel</b>					
Labor Category Travel Time (use separate line for each person)	Hour				
Meals	Meal				
Lodging	Day				
Mileage	Mile				
<b>TASK TOTAL</b>					
<b>TASK 2.2.12 - Site Investigation and/or RECAP Evaluation Report</b>					
Labor Category	Hour				
<b>TASK TOTAL</b>					
<b>TASK 2.2.13 - Additional Site Investigation (in accordance with Statement of Work, Section 8.2 and SOPs A, B, C and/or D)</b>					
<b>Travel</b>					
Labor Category Travel Time (use separate line for each person)	Hour				
Meals	Meal				
Lodging	Day				
Mileage	Mile				
<b>TASK TOTAL</b>					

**EXHIBIT C - SAMPLE WORK ORDER COST ESTIMATE FORM**

**SITE NAME**

**ADDRESS**

<b>TASK</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE</b>	<b>DEPTH/ WELL</b>	<b>TOTAL</b>
<b>TASK 2.2.14 - Additional Environmental Services (in accordance with SOPs A and D)</b>					
<b>Travel</b>					
Labor Category Travel Time (use separate line for each person)	Hour				
Meals	Meal				
Lodging	Day				
Mileage	Mile				
<b>TASK TOTAL</b>					
<b>TASK 2.3 - Corrective Action Plan Development</b>					
Labor Category	Hour				
<b>TASK TOTAL</b>					
<b>TASK 2.4 - Attendance at Public Meetings</b>					
Labor Category	Hour				
<b>Travel</b>					
Labor Category Travel Time (use separate line for each person)	Hour				
Meals	Meal				
Lodging	Day				
Mileage	Mile				
<b>TASK TOTAL</b>					
<b>TASK 2.5 - Litigation Support</b>					
Labor Category					
<b>Travel</b>					
Labor Category Travel Time (use separate line for each person)	Hour				
Meals	Meal				
Lodging	Day				
Mileage	Mile				
<b>TASK TOTAL</b>					
<b>TASK 8.3 - Preparation of Work Order Response</b>					
Labor Category (maximum of 4 hours)	Hour				
<b>Travel</b>					
Labor Category Travel Time (use separate line for each person)	Hour				
Meals	Meal				
Lodging	Day				
Mileage	Mile				
<b>TASK TOTAL</b>					
<b>NOTES:</b>					