

# **REQUEST FOR PROPOSALS**

**“Underground Storage Tank Compliance Evaluation Inspections”**

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**



**RFP No: 3000004911**

**Proposal Due Date/Time: April 15, 2016/3:00 p.m. CST**

**Issue Date: March 16, 2016**

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# REQUEST FOR PROPOSALS

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

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### TABLE OF CONTENTS

	Page
<b>PART I. ADMINISTRATIVE INFORMATION .....</b>	<b>1</b>
1.1 Request for Proposals (RFP).....	1
1.2 Contract Term and Compensation .....	1
1.3 Proposal Preparation .....	1
1.4 Questions and Answers.....	1
1.5 Submission of Proposals.....	2
1.6 Changes, Addendum, or Withdrawal of Proposals.....	3
1.7 Blackout Period.....	3
1.8 RFP Schedule Summary .....	4
1.9 Definitions.....	4
<b>PART II. GENERAL INFORMATION.....</b>	<b>6</b>
2.1 Corporation Requirements .....	6
2.2 Code of Ethics for State Employees .....	6
2.3 Insurance Requirements.....	6
2.4 Proposal Costs.....	6
2.5 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs .....	7
<b>PART III. PROPOSAL PREPARATION INSTRUCTIONS .....</b>	<b>9</b>
3.1 Proposal Content.....	9
3.2 Elements for Technical Proposal (Volume I) .....	9
3.2.1 Proposal Cover Sheet .....	9
3.2.2 Table of Contents .....	9
3.2.3 Scope of Services .....	9
3.2.4 Personnel Qualifications and Experience.....	10
3.2.5 Company Qualifications and Experience.....	11
3.2.6 Subcontractors.....	12
3.2.7 Price Proposal (Schedule of Prices) .....	12
3.3 Elements for Financial Information (Volume II).....	12
3.4 Proposal Format .....	13
3.5 Use and Disclosure of Confidential Information .....	13

**PART IV. PROPOSAL EVALUATION AND SELECTION ..... 14**

4.1 Evaluation Process ..... 14

4.2 Evaluation Criteria ..... 14

4.3 Price Evaluation Calculation..... 15

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) ..... 15

4.5 Clarifications and Oral Presentations..... 16

4.6 Determination of Responsibility ..... 16

4.7 Contract Award and Debriefings ..... 17

4.8 Protest of the Solicitation or Award..... 17

4.9 Right to Prohibit Award..... 17

Appendices to this RFP:

Appendix A..... Proposal Cover Sheet

Appendix B ..... Experience Table

Appendix C ..... Sample Contract

Appendix D..... Veterans/Hudson Initiative Proposal Table

Attachments to this RFP:

Attachment 1 ..... Statement of Work

Enclosure A ..... SOP for Obtaining Site Geographical Data

Enclosure B ..... Compliance Inspection Report for Underground Storage Tanks

Enclosure C ..... Field Interview Form (FIF)

Enclosure D ..... Digital Photo Documentation Form

Enclosure E ..... LDEQ GPS Location Form

Enclosure F ..... LDEQ GIS Standards

Enclosure G ..... UST Operator Designation and Training Flyer

Enclosure H ..... LDEQ Regional Office Contact List

Enclosure I ..... Site Drawing Form

Attachment 2 ..... Schedule of Prices Form

Attachment 3 ..... Forms

Form A ..... Monitoring Report

Form B ..... LaVet-SE-HI Invoice Reporting

# REQUEST FOR PROPOSALS

## “Underground Storage Tank Compliance Evaluation Inspections” 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 with conducting Underground Storage Tank (UST) Compliance Evaluation Inspections (CEI) at UST facilities throughout Louisiana. The goal is to successfully perform UST compliance evaluation inspections in accordance with the procedures established by the Department to determine compliance with Federal and State UST regulations. The Contractor must be capable of performing approximately 200 – 700 inspections per year. As additional funding becomes available, additional facilities may be added to the facilities list. 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 thirty-six (36) months, beginning approximately July 1, 2016 and ending approximately June 30, 2019. Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract amount based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. The Department reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract amount, using the unit prices established in Attachment 2, Schedule of Prices. This contract and any amendments require the approval of the Division of Administration, Office of State Procurement.

#### 1.3 Proposal Preparation

Instructions for preparing proposals are provided in Part III of this Request for Proposal. 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. CST on or before March 30, 2016. Do not contact other Department personnel with questions regarding this RFP.**

Questions may be mailed to:

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

or submitted by e-mail to: [\\_DEQ-Sect-Procurement](#)

Questions will also be accepted by FAX at (225) 219-3868.

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

Only Sharon Schexnayder has the authority to officially respond to proposer's questions on behalf of the Department. Any communications from any other individuals are not binding on the Department.

Responses to these questions will be posted on [www.deq.louisiana.gov/RFP](http://www.deq.louisiana.gov/RFP). Responses will be posted on or before March 31, 2016. Additionally, Questions and Answers will also be posted to LaPAC <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> 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, addenda, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.

### **1.5 Submission of Proposals**

The Department requests that five (5) copies of the technical proposal and one (1) copy of the financial information be submitted to the address specified below no later than 3:00 pm CST on or before **April 15, 2016**. **At least one copy of the technical proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization.** A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the technical proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

**Proposals, amendments, and any other information received after the date and time identified above will not be considered.**

All proposals should be delivered to:

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

The U. S. Postal Services does not deliver mail directly to the Department's Headquarters at the address above. Therefore, Proposers must hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. 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 addendum 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 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.4 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

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

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

Notwithstanding the foregoing, the Blackout Period shall not apply to:

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

## **1.8 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	March 16, 2016	
Deadline for the Department receipt of written questions from prospective Proposers	March 30, 2016	3:00 p.m. CST
Proposal due date and time	April 15, 2016	3:00 p.m. CST
Oral presentations by Proposers (if required)	To be scheduled	
Estimated award date	Approximately May 18, 2016	
Estimated initiation of the contract period	Approximately July 1, 2016	

## **1.9 Definitions**

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

DOA - Division of Administration

OSP – Office of State Procurement

Proposer – A firm or individual who responds to this RFP

Shall, Will, Must - Denotes a mandatory requirement

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

State - The State of Louisiana

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## **PART II. GENERAL INFORMATION**

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### **2.1 Corporation Requirements**

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

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

### **2.2 Code of Ethics for State Employees**

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Appendix C, Sample Contract, Article 25.)

### **2.3 Insurance Requirements**

Proposers are encouraged to carefully examine the insurance coverages that will be required by the contract. (See Appendix C, Sample Contract, Article 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 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.

## **2.5 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>.

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)

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), the 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. Reserved points will be allocated according to the information provided by the proposer, not by what could be inferred.

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

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.com>. Additionally, a list

of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](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 as identified in Attachment 1, Statement of Work, Section 5.0 Minimum Qualifications of the Contractor's Personnel. This chart should specifically include, but need not be limited to Project Managers and Inspectors. Show the lines of authority and lines of communication among all participants, 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 5.0 Minimum Qualifications of the Contractor's Personnel. The Department will consider only experience that is relevant to the tasks listed in Attachment 1, SOW.

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**

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 UST compliance work. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the Department may be considered by the Department for proposal evaluation, whether or not listed by the Proposer.

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

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

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

Each Proposer may include as many entries as he desires, however, only complete entries will be considered. Because the Department 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 intended subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

If any of the subcontractors proposed by the Proposer is a certified small entrepreneurship, the proposer should complete and include in their proposal all documentation as described in Section 2.5 of this RFP.

### 3.2.7 Price Proposal (Schedule of Prices)

Each Proposer must submit a price proposal using the Department's pricing structure provided in Attachment 2, Schedule of Prices. No other format shall be acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "\$0" must be entered. If a Proposer identifies deficiencies or errors in this format, he should bring this information to the attention of the 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 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 100% Performance Bond

If a performance bond is chosen by the Proposer as evidence of financial capability, the successful Proposer shall be required to provide a performance (surety) bond in the amount of 100% of the contract to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is

published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

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

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

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

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

### **3.4 Proposal Format**

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

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

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., documents submitted by Proposers 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 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) an original 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 State Procurement. The Secretary of the Department or his designee is the only individual who can legally commit the Department to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Division of Administration, Office of State Procurement.

### **4.2 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>5</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>25</b>
3. Qualifications and relevant experience of the Proposer in providing <u>UST compliance work</u> (Part III, Sections 3.2.5 and 3.2.6).	<b>25</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**

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

$$35 \times \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} = \text{Proposal price points}$$

#### **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.

Proposers may be requested to make oral presentations of their proposals to enhance the Department understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be those susceptible of receiving an award. These Proposers will be notified by the Department's Financial Service's Division on or before April 29, 2016. Presentations will be made by the selected Proposers on May 6, 2016, at a time assigned by the Department.

If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation using the same evaluation criteria in Section 4.2 except that the cost score will remain unchanged.

#### **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 34:2536.2. 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 May 18, 2016, 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**

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

#### **4.9 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

**APPENDIX A  
PROPOSAL COVER SHEET**

**Project Title:** “Underground Storage Tank Compliance Evaluation Inspections”

**Proposer:** Company Name: \_\_\_\_\_

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

Are you a certified Veteran or Hudson Initiative small entrepreneurship? (Y/N) \_\_\_\_\_

If “Yes”, is your Veteran / Hudson Initiative certification attached? (Y/N) \_\_\_\_\_

**Proposer’s Contact Person:**

Official Contact Name: \_\_\_\_\_

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

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

Physical Address (if different): \_\_\_\_\_

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

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

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

The Proposer designates the above-named person as the person to receive all documents relative to the proposal and contract. Proposer certifies that the above information is true and grants permission to LDEQ to contact the above named person or otherwise verify the information provided.

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

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

**\*See Section 2.5 of the RFP for more information on what must be submitted with your proposal**

**I hereby certify that:**

1. The information contained in its response to this RFP is accurate.
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions and all other administrative requirements set forth in this RFP.
4. This proposal will remain in effect for at least ninety (90) days from the proposal due date.
5. Proposer possesses 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.
6. Proposer will be ready and able to begin work within fifteen (15) days after contract award.

7. Proposer accepts the mandatory Department of Environmental Quality contract provisions (Appendix C).
8. The undersigned is authorized to represent \_\_\_\_\_ and can commit the organization to all provisions of this proposal.
9. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
10. 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)).

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Signature

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Date

**APPENDIX B  
EXPERIENCE TABLE**

"Underground Storage Tank Compliance Evaluation Inspections" **RFP**  
(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**  
**CONSULTING SERVICES CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Contactor Name, Contactor 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 “**Underground Storage Tank Compliance Evaluation Inspections**” with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from July 1, 2016 through June 30, 2019.

3. SCOPE OF SERVICES

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

4. NOTICE TO PROCEED

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

5. PAYMENT TERMS

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

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

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

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

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

a. Payment:

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

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

No payment shall be owed or made for deliverables related to Geographical Information System (GIS) or Global Positioning System (GPS) unless they meet the Department standards as stated in Enclosure F and Enclosure A, Attachment 3.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy

and Procedure Memorandum No. 49.

<http://www.doa.la.gov/Pages/osp/Travel/travelPolicy.aspx>

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 after attendance at the Commencement Conference or participation in a conference call, attendance at the Training Meeting, upon completion of each compliance evaluation inspection and submittal of the Facility-Specific Final report and upon hours worked and travel time spent providing legal support. Multiple inspections can be combined on one (1) invoice. However, for any services completed by June 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 [DEQAccountsPayable@la.gov](mailto:DEQAccountsPayable@la.gov)

Each invoice must include:

- (a) the LaGov number;
- (b) the name and address of the Contractor;
- (c) facility name and Agency Interest (AI) number for each Compliance Evaluation Inspection;
- (d) period of performance;
- (e) the total amount requested; and
- (f) supporting documentation for hours billed (timesheets) and travel expenses (mileage reports and receipts) related to Lines 5 and 6 (Legal Support and Related Travel) outlined in Attachment 2.

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

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. 39:1672.2 through 1672.4.

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. 39:1624(A)4, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana except provided for in R.S. 39:1626.

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 \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

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

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

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

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

c. **Other Insurance Provisions**

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

(1) Commercial General Liability and Automobile Liability Coverages

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

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

(2) Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Department, its officers, agents,

employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

- (b) All policies must be endorsed to require 30 days written notice of cancellation to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Department of policy cancellations or reductions in limits.
- (c) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- (c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.
- (d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

d. **Acceptability of Insurers**

- (1) All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- (2) If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

e. **Verification of Coverage**

- (1) Contractor shall furnish the Department with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved

by the Department before work commences and upon any contract renewal or insurance policy renewal thereafter.

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

State of Louisiana  
Department of Environmental Quality  
Financial Services Division  
P.O. Box 4303  
Baton Rouge, LA 70821-4303  
Attn: LaGov No. \_\_\_\_\_

- (3) In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision for each insurance policy. The Department reserves the right to request complete certified copies of all required insurance policies at any time.
- (4) Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Subcontractors**

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

g. **Workers Compensation Indemnity**

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

performance of this contract.

h. **Indemnification/Hold Harmless Agreement**

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

28. **SUBCONTRACTORS**

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of these businesses go to <https://smallbiz.louisianaforward.com> and select the appropriate program and parish using the drop down menu or select the appropriate link to Download Certified Business by Program for a listing all parishes by program.

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

29. **SUBSTITUTION OF PERSONNEL**

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in

education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution.

30. 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.

31. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

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

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

32. AMENDMENTS

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

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

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

**WITNESSES:**

**DEPARTMENT OF ENVIRONMENTAL QUALITY:**

\_\_\_\_\_

\_\_\_\_\_  
Karyn Andrews  
Undersecretary  
Office of Management and Finance

\_\_\_\_\_

\_\_\_\_\_  
Lourdes Iturralde  
Assistant Secretary  
Office of Environmental Compliance

**WITNESS:**

**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 2.5 and 4.4 of the RFP)

**"Underground Storage Tank Compliance Evaluation Inspections" RFP**

**(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)	Years of Experience and Qualifications of Subcontractor (conveyed as number of years of relevant experience)	Description of Work Subcontractor will Perform

**ATTACHMENT 1  
STATEMENT OF WORK**

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

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**1.0 GOALS AND OBJECTIVES**

The Louisiana Department of Environmental Quality, hereinafter referred to as “the Department”, requires the services of a well-qualified contractor to conduct Underground Storage Tank (UST) Compliance Evaluation Inspections (CEI) at UST facilities throughout Louisiana. This project will be under the direction of the Underground Storage Tank & Remediation Division (USTRD). The USTRD will provide a list of registered UST facilities to inspect following the award of the contract. The Contractor shall perform UST CEIs in accordance with the procedures established by the USTRD. The Contractor shall be capable of performing approximately 200 – 700 inspections per year. As additional funding for these inspections becomes available, additional facilities may be added to the facilities list.

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

**2.0 CONTRACTOR TASKS**

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

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

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

## **2.1 Commencement Conference or Conference Call**

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

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

## **2.2 Training Meeting**

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

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

## **2.3 CEI**

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

### **2.3.1 File Review**

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

### **2.3.2 Facility Record Review**

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

### **2.3.3 Facility Contact**

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

### **2.3.4 Facility Inspection**

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

- Number, construction and size of all USTs at the facility
- Documentation of GPS information, in accordance with Enclosure A, Department's Standard Operating Procedures (SOP).
- Construction of piping, system type (suction or pressurized)
- Visual inspection of all equipment, including but not limited to, submersible pumps, line leak detectors, check valves, containment sumps, metal flex hoses, release detection wells, etc.
- Type of spill prevention and overflow prevention equipment
- Type of corrosion protection equipment for tanks and piping (anodes, impressed current system, etc.)
- Date of installation or upgrade of all equipment, determination of any repairs or modifications made to the UST system
- Method of release detection for tanks and piping

- Determination if release detection is being conducted at proper intervals and is being performed correctly
- Operation and maintenance of corrosion protection equipment
- Determination if a suspected release has occurred by review of release detection records
- Determination if any releases have occurred by checking release detection devices, checking submersible pump containment sumps, checking under-dispenser containment sumps, etc.
- Determination if the Department's UST-REG-01 and UST-REG-02 forms were filled out correctly
- If out of service, documentation of tank contents and date tanks were last used
- Documentation of inspection results and documentation of non-compliance with UST regulations on Enclosure B, Compliance Inspection Report for UST's
- Site diagram on Enclosure I, Site Drawing Form of the facility documenting the location of all USTs and dispensers at the facility. (Site diagram may be hand-drawn.) Facility photos on Enclosure D, Digital Photo Documentation Form may be included but are not required.
- Documentation of the identity of Class A and B Operators for the facility
- Presentation to the UST Owner or his designee of a copy of Enclosure G, UST Operator Designation and Training Flyer
- Conducting an exit interview and providing Enclosure C, Field Interview Form (FIF) to the facility representative

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

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

If any 403.A area of concern is discovered during a CEI, the contractor shall contact USTRD personnel at the appropriate Department Regional Office as soon as possible to

allow the Department to enforce the 403.A Delivery Prohibition regulations. See Enclosure H, for a list of Department Regional Offices and contact numbers.

### **2.3.5 Inactive, Closed, or Abandoned UST Facilities**

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

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

### **2.3.6 GPS Collection and Submittal**

The Department is working on updating all the GPS data for its facilities. All GPS information collected at the Underground Storage Tank Facilities will be collected at the tank hold area of the facility. All GPS information that is collected shall follow the Department's GIS guidelines. The equipment used to collect the GPS information shall meet the quality control criteria as defined in Enclosure A, Standard Operating Procedures (SOP) for Obtaining Site Geographical Data, Attachment 3, DEQ GPS Accuracy Document. The Contractor shall obtain equipment that meets these criteria. The Department will not provide GPS equipment. The Contractor shall ensure that field personnel are properly trained in the operation of this equipment in accordance with Enclosure A, SOP.

The GPS information shall be collected in accordance with Enclosure A, SOP. All geospatial data created for the Department will be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. The inspector shall complete the GPS Location to ensure that the location of the collected coordinates is adequately defined. This information shall include but is not limited to facility location information and identifying the GPS point location.

Once collected, digital coverages/products will be delivered as ArcInfo export coverages, ArcView shapefiles, or ArcGIS geodatabase with associated HTML containing metadata as stated in Enclosure F, Geographical Information System (GIS) Standards. The digital files will serve as the primary record for GPS information. Enclosure E, LDEQ GPS Location Form shall be submitted with the Facility-Specific Final Report and will serve as supporting documentation for the digital submittal. In addition, the GPS location data shall be submitted electronically on a monthly basis to the Department's staff member specified at the commencement conference. Deviation from the quality control parameters as defined in the guidance documents will render the GPS data deficient. The Contractor shall correct any work that is determined to be deficient by the Department.

### **2.3.7 Field Interview Form (Enclosure C)**

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

The FIF shall be typewritten or written legibly in ink (preferably blue) and contain information in all blanks. For those fields that have no significance to the inspection or if the information is not available, the Contractor shall mark the blank "N/A". Ideally the report should be error-free, but if an error is made, the Contractor shall line it with a single "strike-through", make the correction next to the error, and initial the correction.

The inspector shall obtain the signature of the facility manager, his/her designee or the highest-level official present.

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

### **2.3.8 Facility-Specific Final Report**

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

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

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

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

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

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

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

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

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

#### **2.4 Availability for Legal Support**

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

### 3.0 PROJECT SCHEDULE

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

#### Project Initiation Schedule

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

### 4.0 PROJECT MANAGEMENT

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

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

- (1) monitor the compliance inspector's work through telephone communications, meetings, and review of Weekly Progress Reports;
- (2) contract administration:
  - (a) invoicing;
  - (b) changes to the contract;
  - (c) resolving disputes between the Contractor and the Department; and

- (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings and training sessions;
- (4) record-keeping, to include technical records and other records and reports required by Federal and State laws and regulations;
- (5) Site Access: The Contractor shall be responsible for gaining access to all properties, and scheduling inspections with the appropriate facility representatives; and
- (6) preparation and submission of submittals and deliverables.

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

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

#### **4.1 Compliance with Laws and Regulations**

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

- The Federal Resource Conservation Recovery Act (RCRA) regulations included in 40 CFR Parts 260-299.
- The Occupational Safety and Health Administration (OSHA) regulations included in 29 CFR Part 1910.120.
- The Louisiana Environmental Quality Act (the "Act") and regulations included in Title 33, Part XI. Underground Storage Tank Regulations.

##### **4.1.1 Health and Safety**

The Contractor shall be responsible for the health and safety of his employees during the performance of all activities required by this contract. He shall maintain and comply with a Health and Safety Plan (H&SP) consistent with Section 104(f) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, EPA Order 1440.3 and all Occupational Health and Safety Administration

requirements, all applicable federal, state and local laws regulations, ordinances, and codes used in planning and implementing site health and safety. In the event of conflict between any of these requirements, the more stringent requirement shall be followed. The H&SP shall be made available for the Department's review upon request.

#### **4.1.2 Compliance with Ethics Requirements**

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

Any Contractor who is awarded a contract may be considered to be a public servant under the Code of Governmental Ethics (La. R.S. 42:1101-1170) and as such, would be prohibited from receiving anything of value from any party whose substantial economic interest could be affected by the performance or non-performance of their public employment. The Department cannot give legal advice to individuals, but does provide ethics information to parties with whom it does business pursuant to La. R. S. 42:1170(B). The Louisiana Board of Ethics (Ethics Board) is the sole authority on the Code of Government Ethics (Code), and interested parties should contact the Louisiana Board of Ethics directly to satisfy any concerns they may have regarding potential conflicts of interest before responding to the request for proposals. The Contractor shall refer also to Article 25 of the Contract.

#### **4.2 Weekly Progress Reporting**

The Contractor shall prepare and submit to the Department's Project Manager a Weekly Progress Report describing all work completed during the preceding week, the status of the work in progress and anticipated work for the following week. The Weekly Progress Report shall be submitted in an electronic format to the Department's Project Manager no later than 10:00 a.m. CST every Thursday. This report shall include:

- (1) the Contractor's name, address, and the name of the Contractor's Project Manager;
- (2) The Department's contract number and project title;
- (3) the dates of the reporting period;
- (4) a description of the progress made during the previous week, including problems experienced, requests for approved changes in personnel, and the effect of the problems/changes on the due date of deliverables; and
- (5) the status of the work in progress and a list of anticipated work for the following week.

#### **4.3 Deliverables**

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

- GPS location data (electronically by email) according to Section 2.3.6, on a monthly basis.
- Facility-Specific Final Reports shall be submitted according to Section 2.3.8 within 21 calendar days of each inspection. The Department will review and approve each Facility-Specific Final Report. The Contractor, to the satisfaction of the Department, shall correct discrepancies or omissions before the project will be accepted by the Department as complete.

#### **4.4 Completion of Site Activities**

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

#### **5.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL**

The Contractor shall provide qualified personnel to accomplish the required tasks. Personnel shall have relevant experience in Underground Storage Tank (UST) compliance work. Experience with UST compliance evaluation inspections is preferred but not required. Education and experience requirements shall include, but are not limited to: minimum high school diploma or equivalent for on-site inspectors. Project Manager shall have at least two (2) years experience managing UST compliance-related work.

#### **6.0 DEPARTMENT RESPONSIBILITIES**

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

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

- (8) monitor the Contractor's work to provide guidance and answer questions through telephone communications, meetings, and review of Weekly Progress Reports.

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

## **7.0 MONITORING AND METHODS TO MEASURE PERFORMANCE**

The Department will monitor the progress of the Contractor during the contract by:

- (1) monitoring the Contractor's work through telephone communication, meetings and review of Weekly Progress Reports;
- (2) ensuring that deliverables are submitted within the timeframe of the contract; and
- (3) reviewing, requiring correction as necessary, and approving all deliverables and submittals.

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

## **8.0 MEASUREMENT AND PAYMENT**

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

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

### **8.1 Payment for Commencement Conference or Conference Call**

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

**8.2 Payment for Training Meeting**

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

**8.3 Payment for Compliance Evaluation Inspection (CEI)**

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

**8.4 Payment for Availability for Legal Support**

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

**8.5 Payment for Travel Related to Legal Support**

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

**Enclosures to Attachment 1, Statement of Work:**

- Enclosure A.....SOP for Obtaining Site Geographical Data**
- Enclosure B..... Compliance Inspection Report for Underground Storage Tanks**
- Enclosure C.....Field Interview Form (FIF)**
- Enclosure D..... Digital Photo Documentation Form**
- Enclosure E.....LDEQ GPS Location Form**
- Enclosure F .....LDEQ GIS Standards**
- Enclosure G .....UST Operator Designation and Training Flyer**
- Enclosure H ..... LDEQ Regional Office Contact List**
- Enclosure I.....Site Drawing Form**

**Standard Operating Procedure**  
**for**  
**Obtaining Site Geographical Data**

Revision 04

Underground Storage Tank and Remediation Division

Office of Environmental Compliance

Louisiana Department of Environmental Quality

Reviewers: Tommy Doran  
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Approved by: *Clinton Twilley* Date: 7/14/14  
Clinton Twilley, ES Manager Remediation

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**Document Review and Revision Record**

Note: Actions older than 5 years may be removed from this record

Date Approved	Revision No.	Record of Activity
11/9/05	0	Initial document approved.
3/5/2008	1	<ul style="list-style-type: none"> <li>• Updated lead developer, development team, and administrator names.</li> <li>• Added UST division throughout SOP</li> <li>• Added attachment on GPS accuracy and GPS data Collection Instructions</li> <li>• Updated attachment 2 GPS location form to also include GPS data associated with sampling points</li> </ul>
4/14/2010	2	<ul style="list-style-type: none"> <li>• Updated office name and administrator names</li> <li>• Removed all references to ETD division</li> <li>• Change EQulS to LEADMS</li> </ul>
6/5/2012	3	<ul style="list-style-type: none"> <li>• Update office changes</li> </ul>
6/19/2013	4	<ul style="list-style-type: none"> <li>• Minor format changes</li> </ul>
7/14/2014	4	<ul style="list-style-type: none"> <li>• Reviewed and no changes necessary</li> </ul>

**Table of Contents**

1. Purpose / Applicability ..... 4

2. Procedure ..... 4

    2.1. Collection of Geographical Location Data..... 4

    2.2. Downloading and Entering Geographical Location Data..... 5

3. Quality Control / Quality Assurance ..... 5

4. Attachments..... 5

## 1. Purpose / Applicability

- 1.1 The purpose is to set forth procedures for acquiring geographical data (longitude, latitude) for Agency Interest and Areas of Investigation (AI/AOI). This will ensure all geographical data obtained is consistent in all the regions of the state.
- 1.2 Team Leaders will collect geographical data (longitude, latitude) at each AI/AOI location. This data will be entered into Tools for Environmental Management and Protection Organizations (TEMPO) providing DEQ with a central location for geographical data of each site.
- 1.3 GPS (Global Positioning System) data associated with analytical data analyzed by LDEQ contract laboratories must be entered into Louisiana Environmental Analytical Data Management System (LEADMS) for use in conjunction with analytical data to map and assess results.
- 1.4 It is not the purpose of this SOP to discuss how the Global Positioning System (GPS) works or to discuss the standard operating procedures to be followed when using GPS equipment. For an understanding of how GPS works and the terminology used, a prospective GPS user should attend one of the GPS Classes offered by the Department.

## 2. Procedure

### 2.1. Collection of Geographical Location Data

- 2.1.1. Complete Section A of the [GPS Location Form](#) by filling in the general information about the facility
- 2.1.2. If you are collecting a GPS point location for the facility, complete Section B and Section C of the GPS Location form by, selecting a GPS point location from the list on the GPS Location Form. If the site does not contain a GPS point location that is listed on the form, the Team Leader will check "Other" and write a description of where the point will be taken in the GPS point location description box.
- 2.1.3. If you are collecting GPS data for sample locations, fill out Section D of the GPS Location Form for each sampling location. Each sample point must have an individual corresponding GPS location. Facility coordinates are not acceptable for this purpose. This is required for all sampling in which the analytical data will be imported into LEADMS. (NOTE: All sampling

done by LDEQ is imported into LEADMS and GPS data for sampling locations is required)

- 2.1.4. Collect the geographical location data following the current SOP. Attachments 3 and 4 outline the accuracy required and the instructions for collected GPS data.

## 2.2. Downloading and Entering Geographical Location Data

- 2.2.1. Team Leader downloads the data, converts to Excel format, and sends it with Agency Interest Number (AI) to GIS liaison in group. GPS data collected with a sample collection event must be forwarded to the LEADMS helpdesk at: [DEQ-LEADMSQuestions@la.gov](mailto:DEQ-LEADMSQuestions@la.gov) for import into LEADMS. The data will include longitude, latitude, and receiver file names.
- 2.2.2. The GPS Liaison/LEADMS helpdesk will QA/QC the data and review the data by mapping it.
- 2.2.3. The GPS Liaison will submit the latitude and longitude facility data to the appropriate group to be entered into the TEMPO database. Sample locations collected must be forwarded to [DEQ-LEADMSQuestions@la.gov](mailto:DEQ-LEADMSQuestions@la.gov) and LEADMS helpdesk will import in to LEADMS.
- 2.2.4. The Team Leader will send a copy of the report and the Agency Interest GPS Location Form with a completed document transmittal sheet to EDMS.

## 3. Quality Control / Quality Assurance

- 3.1. GIS report downloaded from the Trimble Receiver provides accuracy, datum and units along with the data. A copy of this report will be filed along with the GPS Location Form in EDMS.
- 3.2. Team Leaders required to follow this SOP will be trained in using the GPS equipment.

## 4. Attachments

	Title
Attachment 1	<a href="#">Flowchart of Obtaining Site Geographical Data</a>

Enclosure A

Obtaining Site Geographical Data

SOP\_1848\_r04

Document Prepared: 06/10/2013

Page 6 of 6

Attachment 2

[Agency Interest GPS Location Form](#)

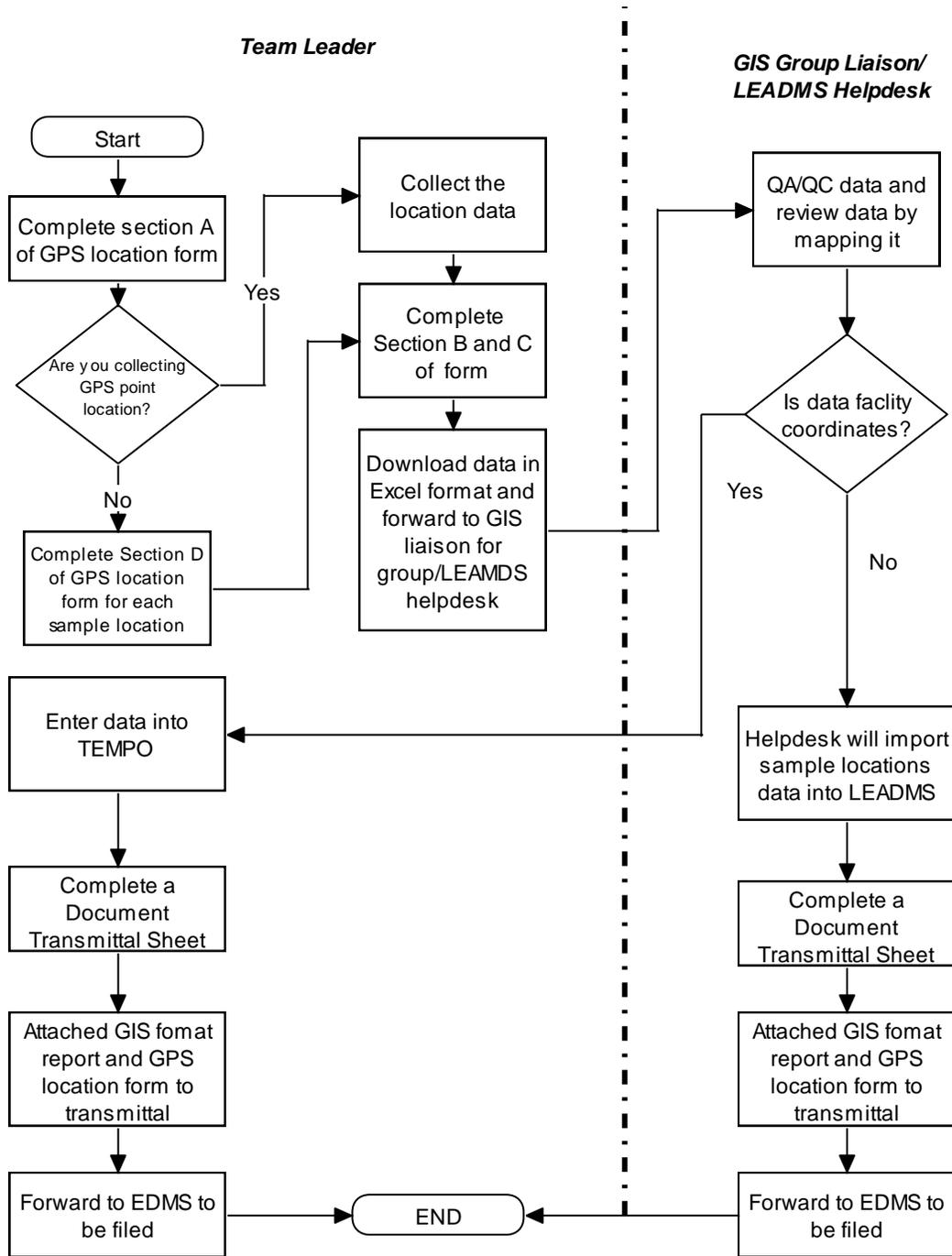
Attachment 3

[LDEQ GPS Accuracy Document](#)

Attachment 4

[GPS Data Collection Instructions for GIS Personnel](#)

Obtaining Geographical Data



Enclosure A

Attachment to Obtaining Site Geographical Data

SOP\_1848\_r04

Document Prepared: 06/10/2013

Page 2 of 7

## **Attachment 2**

**Link to [GPS Location Form](#)**

## Attachment 3

### DEQ GPS Accuracy Document

If the geo-referenced information is provided to Louisiana Department of Environmental Quality (LDEQ) with the use of Global Positioning System (GPS) equipment of lesser accuracy than land survey grade, then these standards must be followed. A geo-referenced position or feature collected by GPS must meet LDEQ's GPS accuracy standards of equal to or better than three meters (3m) 2DRMS<sup>1[1]</sup>. All GPS features are collected using differential correction either real-time or post processed. If available turn on the Log post-processing real time (PPRT) data, this allows GPS positions that were corrected in real-time (RCTM) can be re-processed in the office using post-processing GPS software. It allows for both post-processing of both real-time corrected and uncorrected geo-referenced positions.

The geo-referenced information and QA/QC information must be record in digital format and transmitted to LDEQ. The equipment must be setup with the critical settings (in the data logger) of:

- A) Logging intervals,
  - a) Point feature: The satellite location is logged at one (1) second, and
  - b) Line and Area feature: The satellite location is logged every five (5) seconds.
- B) Minimum positions logged (in data logging): To acquire a point feature is:
  - a) If Real-time Differential Corrected a position count of 30, which is averaged to get the geo-referenced position, or
  - b) If Post-processed Differential corrected a position count of 180, which is averaged to get the geo-referenced position.
  - c) Position Filters: Position Mode [Manual 3D] GPS receiver uses as many satellites as it is capable of using (but at least 4) to compute positions. LDEQ requires the use of 3D mode and 4 or more satellites. If not the GPS receiver ceases computing GPS positions. Elevation Mask: Restrict the GPS receiver to use only those satellites above a certain elevation in the sky by imposing an elevation mask. LDEQ requires an elevation mask of 15°.
- D) Signal to Noise Ratio Mask: The quality of a GPS position is degraded if the signal level (SNR) of one or more satellites in the constellation falls below six 6. LDEQ requires the SNR of 6 or above. If not the GPS receiver ceases computing GPS positions.
- E) PDOP Mask: Data collector logs values of PDOP, HDOP, VDOP, and TDOP whenever the PDOP value varies by 0.1 or more provide the PDOP is below the configured PDOP mask (6). This provides a good record of each PDOP situation that occurred throughout a data collection session. Set the upper bound of PDOP value to 6. When the PDOP goes above this value (6) then the receiver ceases computing GPS positions. LDEQ requires a PDOP of 6 or below.
- F) Coordinate System: Latitude / Longitude  
Datum: WGS-1984 World Geodetic System 1984

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<sup>1[1]</sup> Accuracy specifications assume a properly operating device under normally good conditions.

Altitude Units: Meters

Altitude Reference: MSL

Geoid Model: DMA 10 X 10 (Global)

If survey quality GPS equipment is not being used then log the Quality Assurance/Quality Control (QA/QC) data to provide a degree of quality assurance for the position data collected. All QA/QC information must be collected in order to provide proof of the accuracy of each geo-referenced feature (point, line, and area). These attributes must be turned on in the GPS equipment to collect this data for each feature:

- A) All Feature Types (Points, lines, areas).
- PDOP: The maximum PDOP for each feature logged.
  - Correction Status: The type of correction that has been applied to the positions within a feature. I.e.: 3D real-time Differential or 3D Differential.
  - Receiver Manufacture: The receiver manufactures name [i.e. Trimble].
  - Receiver Type: The receiver type of the GPS receiver that collected the GPS positions within a feature [i.e. ProXR].
  - Date Recorded: The date when the feature was collected. Format is "MM/DD/YYYY".
  - Time Recorded: The time of day when the features was collected. Format is "HH:MM:SS" 24 hours
  - Feature Name: The name of the feature.
  - Total Positions: The number of positions collected and averaged to make up the geo-referenced feature.
- B) Points Features.
- Height – export the height (elevation) of the geo-referenced feature reference and units as specified in the Coordinate System field (Latitude / Longitude and Meters).
  - Standard Deviation – export the standard deviation of the geo-referenced positions that were averaged to make the exported point feature. Only filtered positions are used to calculate the standard deviation.
  - Horizontal Precision – export the horizontal precision of the averaged position. The exported attribute will be in the distance units specified in the Units field (Meters).
  - Vertical Precision – export the vertical precision of the averaged position of the feature. The exported attribute will be in the distance units (Meters).
- C) Line Features.
- Length – The length is computed using a two-dimensional coordinate that is the exported length in the same as if you measured it directly off a map. Length is exported in the units specified in the distance units' field (Meters).
  - Average Horizontal Precision – The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.

- c) Average Vertical Precision – export the average vertical precision. The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.
- d) Worst Horizontal Precision – The exported attribute will be in the distance units (Meters) and the confidence level specified in the GPS software's units.
- e) Worst Vertical Precision – The exported attribute will be in the distance units (Meters) and the confidence level specified in the GPS software's units.

D) Area Features.

- a) Area – The area is computed using a two-dimensional coordinate, which is the exported area, is the same as if you calculated it from a map. Areas are exported in the units specified in the area units' field (Square Meters).
- b) Perimeter – The perimeter is computed using a two-dimensional coordinate, which is the exported perimeter, is the same as if you measured it directly off a map.
- c) Average Horizontal Precision - The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.
- d) Average Vertical Precision - The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.
- e) Worst Horizontal Precision - The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.
- f) Worst Vertical Precision - The exported attribute will be in the distance units specified in the units field (Meters) and the confidence level specified in the GPS software's units.

This geo-referenced information must also meet and be recorded in the Federal Metadata format. Also the geo-referenced information must contain all the QA/QC information needed to prove in a court of law the accuracy of the information. All this information must be provided in a digital format to LDEQ. The LDEQ GIS Center must be contacted to determine what format this information is to be submitted. If the GPS used is Trimble ProXR, ProXRS, or GeoExplorer® then submit the SSF file to the LDEQ GIS Center. If survey grade GPS equipment is used (4000 series) then submit the Trimble Geomatics Office™ data files for CAD or GIS to LDEQ GIS Center. If GPS equipment is to be leased (rented) then Trimble ProXR or ProXRS equipment is to be used and the SSF files to be provided to LDEQ GIS Center. For more information contact the Assistant Director of the GIS Center.

## Attachment 4

### GPS Data Collection Instructions

1. Turn on the GPS unit using the silver pushbutton on the left side of the unit.
2. Once the unit boots click the Start menu in the upper left corner of the screen.
3. Click on ArcPad 7.0.1
4. When ArcPad launches, it will automatically load the GPS data acquisition program.
5. On the "Data Collection Setup" screen: (NOTE: Clicking the "Cancel" button at anytime on this screen will close the program and exit ArcPad.)
  - a. Make sure the date is correct. If it's not, use the drop-down calendar to choose the correct date.
  - b. Pick your DEQ Unit from the drop-down list.
  - c. In the text box under Field Collector, enter your LDEQ Lab ID Number. A pop-up keyboard will display when you tap inside the text box. NOTE: It is critical that only letters or numbers be entered into this field. Any special characters can cause the program to crash since the contents of this field are used to construct the database filename.
  - d. Close the pop-up keyboard by tapping the keyboard icon in the lower right corner of the screen.
  - e. Click the "Done" button.
6. If the setup information was entered correctly, you should now see the "Main Menu". It consists of 3 buttons – Add Site, Delete Site, and Quit.
  - a. Add Site – Selecting this button will take a GPS data point and automatically generate a Site ID. This Site ID should be recorded on your field form to allow the GPS data to be related back to the paper records.
  - b. Delete Site – This will allow you to enter the Site ID of a previously collected Site and delete that Site from the database. The database will NOT be renumbered so all other Site IDs will be correct.
  - c. Quit – This will close the GPS collection application and quit ArcPad.

## GPS Data Syncing Instructions for GIS Personnel

1. Make sure you have Microsoft ActiveSync installed on your computer.
2. Connect the GPS unit to your machine using the included USB cable.
3. When ActiveSync comes up for the first time, you will have to do the following:
  - a. Click OK on the Microsoft Office Outlook message box.
  - b. Click OK on the Microsoft ActiveSync message box.
  - c. Click Cancel on the Synchronization Setup Wizard box.
4. If this is not the first time ActiveSync has connected to this device, it will just launch and show Connected.
5. Now you should see the GPS listed in your 'My Computer' window as 'Mobile Device'. If you don't, or if ActiveSync doesn't activate, please disconnect and reconnect the cable until it connects.
6. Navigate to the ArcPad Data directory under the 'Mobile Device'.
7. You should see one or more .dbf files in that directory.
8. Compose an email message and attach the file you created to the responsible person for your group and cc [Daniel.smith@la.gov](mailto:Daniel.smith@la.gov).
9. You may also want to copy your file to your computer's hard drive as a backup.
10. Delete the file from the unit.



**COMPLIANCE INSPECTION REPORT  
FOR  
UNDERGROUND STORAGE TANKS**

<b>AI #:</b>		<b>FID #:</b>		<b>INSPECTION DATE(S):</b>	
<b>AI NAME:</b>					
<b>Have Red Tags Been Applied to any USTs at this facility?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>Physical Address:</b>				<b>Phone:</b>	
<b>City, State, Zip:</b>			LA	<b>Parish:</b>	
<b>Mailing Address:</b>					
	(Address)	(City)	(State)	(Zip)	
<b>Facility Representative/Title:</b>					
<b>UST Owner:</b>				<b>Phone:</b>	<b>Fax:</b>
<b>Mailing Address:</b>					
	(Address)	(City)	(State)	(Zip)	
<b>Property Owner:</b>				<b>Phone:</b>	<b>Fax:</b>
<b>Mailing Address:</b>					
	(Address)	(City)	(State)	(Zip)	
<b>Fuel Distributor:</b>				<b>Phone:</b>	<b>Fax:</b>
<b>Mailing Address:</b>					
	(Address)	(City)	(State)	(Zip)	
<b>Lead Inspector:</b>					
<b>Additional Inspector(s):</b>					
<b>DESIGNATED CLASS A AND CLASS B UST OPERATORS FOR THIS FACILITY:</b>					
<b>Class A UST Operator:</b>				<b>Phone:</b>	<b>Date Certified:</b>
<b>Mailing Address:</b>					
	(Address)	(City)	(State)	(Zip)	
<b>Class B UST Operator:</b>				<b>Phone:</b>	<b>Date Certified:</b>
<b>Mailing Address:</b>					
	(Address)	(City)	(State)	(Zip)	
<b>Class B UST Operator:</b>				<b>Phone:</b>	<b>Date Certified:</b>
<b>Mailing Address:</b>					
	(Address)	(City)	(State)	(Zip)	
<b>Class B UST Operator:</b>				<b>Phone:</b>	<b>Date Certified:</b>
<b>Mailing Address:</b>					
	(Address)	(City)	(State)	(Zip)	
List additional UST Operators in Summary of Findings/Comments section below					
<b>Has an Operator Training brochure been provided to the UST Owner of this facility?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					

<b>AI #:</b>		<b>FID #:</b>		<b>INSPECTION DATE(S):</b>	
<b>AI NAME:</b>					
<b>Summary of Findings/Comments</b>					
<b>Report By:</b>					
	Inspector Name, Title			(Date)	
<b>Reviewed By:</b>					
	Reviewer Name, Title			(Date)	
<b>Section A Registration Requirements</b>				<b>(Further Explanation Attached <input type="checkbox"/>)</b>	



AI #:		FID #:		INSPECTION DATE(S):	
AI NAME:					
<b>Section D Standards for New UST Piping System</b> <b>(Piping installed after 12/22/88)</b>			<b>(Further Explanation in Narrative <input type="checkbox"/>)</b> <b>(Section D Not Applicable <input type="checkbox"/>)</b>		
1.	Is <b>Piping</b> that routinely contains regulated substances and is in contact with the ground or water designed, constructed, and protected to prevent corrosion? (303.D.2)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.	What method of corrosion protection is used for the piping?				
a.	Fiberglass-reinforced plastic piping (303.D.2.a)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
b.	Constructed of metal and cathodically protected e.g. coated w/dielectric material, metal piping with anodes, or metal piping with impressed current system. (303.D.2.b) Specify:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
c.	Metal piping without additional corrosion protection measures. (303.D.2.c) Specify:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
d.	Records available to document Corrosion Protection is not necessary. (509.B.1)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
e.	Non-metallic flexible piping (303.D.2.e)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3.	For piping installed after 12/20/08, is the new piping secondarily contained? (303.C)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
a.	Double-walled? (303.D.2.f.i for new install; 303.D.2.g for new piping at existing site; 507.A.7 for repairs >25%) Specify:				
b.	Other secondary containment type approved by the Department prior to installation (303.D.2.f.ii) Specify:				
4.	Are all <b>metal components (flexible connectors, submersible turbine pumps)</b> that routinely contain regulated substances and are in contact with the ground or water designed, constructed, and protected to prevent corrosion? (303.D.2)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
a.	Constructed of metal and cathodically protected e.g. coated w/dielectric material, metal piping protected with anodes or an impressed current system, contained in dry sumps. (303.D.2.b) Specify:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
b.	Metal piping components without additional corrosion protection measures. (303.D.2.c; 509.B.1) Specify:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5.	For pressurized piping systems and non-safe suction systems, are all impact valves (shear valves) properly installed (moving parts unobstructed, shear valve properly anchored)? (501.A and NFPA 30A Chapter 6 Paragraph 3.9) ( <b>New &amp; Existing Systems</b> )				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Section E Existing Piping Upgrading Requirements</b> <b>(Piping installed on or before 12/22/88)</b>			<b>(Further Explanation in Narrative <input type="checkbox"/>)</b> <b>(Section E Not Applicable <input type="checkbox"/>)</b>		
1.	Has <b>Existing Piping</b> been upgraded with corrosion protection by 12/22/98? (303.E.1)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.	Is <b>Existing Piping and metal components</b> protected from corrosion? (303.E.4) Complete Section D.				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Section F Spill and Overfill for New UST Systems</b> <b>(UST systems installed after 12/22/88)</b>			<b>(Further Explanation in Narrative <input type="checkbox"/>)</b> <b>(Section F Not Applicable <input type="checkbox"/>)</b>		
1.	Is each tank equipped with Spill Prevention Equipment to prevent a release of product when the transfer hose is detached from the fill pipe? (303.D.3.a.i) Date Installed:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
a.	Does the spill prevention equipment have liquid tight sides and bottom (not cracked or broken)? (303.D.3.a.i)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
b.	Does the spill bucket contain less than one inch of regulated substance? Regulated substances spilled into any spill bucket must immediately be removed by the UST Owner/Operator or fuel distributor, common carrier, or transporter. (303.D.3.a.i) If more than 1 inch, list the amount of fuel present and list the fuel deliverer:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.	Is each tank equipped with Overfill Prevention Equipment? (303.D.3.a.ii) Date Installed:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3.	Is the Overfill Prevention Equipment designed to:				
a.	Automatically shut off flow to the tank when the tank is no more than 95% full? e.g. <b>butterfly valve</b> (303.D.3.a.ii.(a)) (device not tampered with or inoperable)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
b.	Alert the transfer operator when the tank is no more than 90 % full by restricting flow into the tank ( <b>ball float valve</b> ) or triggering a high-level alarm ( <b>overflow alarm</b> )? (Is the alarm near the fill port? Does it work?) (303.D.3.a.ii.(b))				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
c.	Restrict the flow 30 minutes prior to overflowing or alert the operator one minute before overflowing? (303.D.3.a.ii(c))				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
d.	If ball float valves are used, is the piping system pressurized. Ball float valves are not allowed for use on suction piping delivery systems (303.D.6.a and PEI/RP100-2005, Chapter 7.3.3 for <b>New Systems</b> ; 303.E.5 and PEI/RP100-2005, Chapter 7.3.3 for <b>Existing Systems</b> )				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4.	Alternative type of Spill or Overfill Prevention Equipment being used? (303.D.3.b) Specify:				
<b>Section G Spill and Overfill for Existing Tanks</b> <b>(UST systems installed on or before 12/22/88)</b>			<b>(Further Explanation in Narrative <input type="checkbox"/>)</b> <b>(Section G Not Applicable <input type="checkbox"/>)</b>		
1.	Has each tank been upgraded with Spill and Overfill Prevention Equipment by 12/22/98? (303.E.1)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.	Is each tank equipped with Spill and Overfill Prevention Equipment? (303.E.5) Complete Section F.				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

<b>AI #:</b>		<b>FID #:</b>		<b>INSPECTION DATE(S):</b>	
<b>AI NAME:</b>					
<b>Section H Under-Dispenser Containment</b> (Dispensers installed after 12/20/08)				<b>(Further Explanation in Narrative <input type="checkbox"/>)</b> <b>(Section H Not Applicable <input type="checkbox"/>)</b>	
1. For dispensers installed after 12/20/08:					
a. Is each new dispenser at a new facility equipped with Under-Dispenser Containment? (303.D.4.a.i) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. Is each new dispenser at an existing facility where new pipe was added to connect the new dispenser to the existing system equipped with Under-Dispenser Containment? (303.D.4.a.ii) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
c. Is each replacement dispenser at an existing facility where piping that connects the dispenser to the existing piping is replaced equipped with Under-Dispenser Containment? (303.D.4.a.iii) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
2. Does each UDC sump subject to the 12/20/08 UDC requirements have liquid-tight sides and bottom, and maintained free of storm water, debris, and regulated substances? (303.D.4.b if IM not required; 701.B.4.a if IM is required) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>Section I Submersible Turbine Pump (STP) Secondary Containment</b> (STP installed after 12/20/08)				<b>Further Explanation in Narrative <input type="checkbox"/>)</b> <b>(Section I Not Applicable <input type="checkbox"/>)</b>	
1. For submersible turbine pumps installed after 12/20/08:					
a. Is each new STP at a new facility equipped with Secondary Containment? (303.D.5.a.i) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. Is each new STP at an existing facility where new pipe was added to connect the new STP to the existing system equipped with Secondary Containment? (303.D.5.a.ii) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
c. Is each replacement STP at an existing facility where piping that connects the STP to the existing piping is replaced equipped with Secondary Containment? (303.D.5.a.iii) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
2. Does each STP containment sump subject to the 12/20/08 STP Secondary Containment requirements have liquid-tight sides and bottom, and maintained free of storm water, debris, and regulated substances? (303.D.5.b if IM not required; 701.B.4.a if IM is required) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>Section J Operation and Maintenance of Corrosion Protection Systems</b>				<b>(Further Explanation in Narrative <input type="checkbox"/>)</b> <b>(Section J Not Applicable <input type="checkbox"/>)</b>	
1. Is the corrosion protection system continuously operated and maintained to provide corrosion protection to metal components of external portions of the tanks and piping that routinely contain regulated substance and are in contact with the ground or water? (503.A.1) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
2. Are the cathodic protection systems inspected by qualified testers? (503.A.2) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
3. Was the cathodic protection system tested within six months after installation? (503.A.2.a) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
4. Is the system tested at least every three years? (503.A.2.a) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
5. Does the inspection meet the requirements of a code of practice developed by a nationally recognized association? (503.A.2.b) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
6. As outlined in 503.B.2, does the facility have copies of the last two CP inspections? (509.B.2) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
7. If the UST system has an impressed current, is the rectifier inspected every 60 days? (503.A.3) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
8. As outlined in 503.B.1, does the facility have copies of the last 3 years of rectifier inspections? (509.B.2) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
9. Are all records of UST system repairs retained for the operating life of the UST system? (507.B) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
a. Is a tightness test performed on the tank and/or piping within 30 days of a repair if applicable? (507.A.5) (Not required if the repaired portion is monitored for releases under 701.A.4-8). <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. Is the cathodic protection system tested within six months of a repair? (507.A.6) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>SOC - Release Detection</b>					
<b>Section K Release Detection Requirements for UST System</b>				<b>(Further Explanation in Narrative <input type="checkbox"/>)</b> <b>(Section K Not Applicable <input type="checkbox"/>)</b>	
1. Does the facility perform a method of release detection? Check "No" if no RD conducted (703.A.1) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
2. Is the method of release detection capable of detecting a release from any portion of the tank that routinely contains product? (703.A.2.a) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
3. Is the release detection system installed, calibrated, operated, and maintained in accordance with the manufacturer's instructions including routine maintenance, etc.? (703.A.2.b) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
4. Does the release detection system meet the performance standards outlined in 703.A.2.c? (Check third party certification against equipment or method present) (703.A.2.c) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
5. Are all USTs monitored at least every 30 days for releases? (703.B.1) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
6. For UST systems subject to the 12/20/08 Secondary Containment Requirements::					
a. Is Interstitial Monitoring conducted on all tanks subject to the 12/20/08 SC requirements? (303.D.1.f.i) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. Is Interstitial Monitoring conducted on all piping subject to the 12/20/08 SC requirements? (303.D.2.f.i for new install; 303.D.2.g for new piping at existing site; 507.A.7 for repairs >25%) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>Section L Release Detection Record Keeping</b>				<b>(Further Explanation in Narrative <input type="checkbox"/>)</b> <b>(Section L Not Applicable <input type="checkbox"/>)</b>	
1. As outlined in 705.A.1, does the facility maintain all written performance claims and documentation provided by the release detection vendor throughout the operating life of the equipment? (509.B.4) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					

<b>AI #:</b>		<b>FID #:</b>		<b>INSPECTION DATE(S):</b>	
<b>AI NAME:</b>					
2.	As outlined in 705.A.2 and 3, does the facility maintain all monitoring results, sampling records, equipment testing, calibration and maintenance records, or leak detection equipment repair records for at least three years? (509.B.4) Specify:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3.	As outlined in 705.A.2, are all tank tightness-testing records retained until the next test is conducted? (509.B.4)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4.	As outlined in 705.A.3, are schedules of required calibration and maintenance for release detection equipment retained for 5 years from date of installation? (509.B.4)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Section M Release Reporting</b>			<b>(Further Explanation in Narrative <input type="checkbox"/>)</b> <b>(Section M Not Applicable <input type="checkbox"/>)</b>		
<b>Suspected Releases</b>					
1.	When a release detection method indicates that a release may have occurred; has the facility notified the department of a suspected release? (703.A.3 or 707.A)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.	Has the facility notified the department of any other suspected release (regulated substance discovered, unusual operating conditions)? (707.A)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3.	Facility has resolved suspected releases in accordance with procedures outlined in 711 or 715? (Cite applicable 711 or 715 regulation)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Spills and Overfills</b>					
1.	Has the facility reported, investigated, and cleaned-up any spills and overfills as required by 713.A (501.C)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Section N Release Detection Methods for Tanks</b>			<b>(Further Explanation in Narrative <input type="checkbox"/>)</b> <b>(Fill out only the applicable sections, all others can remain blank) (Section N Not Applicable <input type="checkbox"/>)</b>		
<input type="checkbox"/>	<b>1. Inventory Control with Tank Tightness Testing (701.A.1)</b>				<b>Deadline date:</b>
a.	Are inputs, withdrawals, amounts in tank recorded daily or on each operating day? (701.A.1.a)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
b.	Is the measuring equipment capable of measuring the level of the product over the full range of the tank's height to the nearest one-eighth of an inch? (701.A.1.b)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
c.	Are inputs reconciled with delivery receipts? (701.A.1.c)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
d.	Are deliveries made through a drop tube which extends to within 1 foot of bottom? (701.A.1.d)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
e.	Are measurements of water level made to the nearest 1/8 inch at least once a month? (701.A.1.f)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
f.	Is the TTT conducted every 5 years as required and is TTT method capable of detecting a 0.1 gal/hr leak rate from any portion of the tank routinely containing product? (703.B.1.a)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	Date of Last Tank Tightness Test:				
g.	TTT conducted following the manufacturer's instructions or third party certification. (703.A.2.c)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
h.	Within the 10 year time frame for using IC/TTT? (703.B.1.a) Expiration Date:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/>	<b>2. Manual Tank Gauging (MTG) (tanks &lt;2000 gal) (701.A.2)</b>				<b>Deadline date:</b>
a.	If tank is >550 gal and < 2000 gal, is tank tightness being conducted every 5 years? (703.B.1.a) Date of last tank tightness test:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
b.	Tank size is appropriate for using MTG (701.A.2)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
c.	Method is being conducted properly (701.A.2.d)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
d.	No liquid is added to or taken out of tank during test. (701.A.2.a)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
e.	Equipment is capable of 1/8-in measurement (701.A.2.c)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
f.	Within the 10 year time frame for using MTG/TTT for tanks between 550 and 2000 gallons? (703.B.1.a) Expiration Date:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/>	<b>3. Automatic Tank Gauging (ATG) (701.A.4)</b>				
	<b>Make and Model:</b>		<b>Probe Type:</b>		
a.	Is the ATG capable of detecting a leak of 0.2 gal/hr leak rate? (701.A.4.a.i)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
b.	If ATG installed prior to 12/22/90 and is not capable of pd > 0.95 and a pfa < 0.05, is inventory control (or other equivalent performance test) being conducted in accordance with monthly leak detection requirements? (701.A.4.a.ii.)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
c.	As the sole method of release detection, the ATG must test the tank at least once per month in a manner that can detect a 0.2 gal/hr release with a pd > 0.95 and a pfa < 0.05 (701.A.4.b)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
d.	Does the ATG generate a hard copy which contains the following:				
	i. the time and date of the test (701.A.4.b.i);				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	ii. the tank identification (701.A.4.b.ii);				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	iii. the fuel volume in the tank at the time of the test (701.A.4.b.iii);				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	iv. the qualitative result either "pass" or "fail" (701.A.4.b.iv)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/>	<b>4. External Release Detection Devices (701.A.5)</b>				
a.	General Requirements for Release Detection Devices				
	i. Do the RDDs meet the general requirements for construction? (701.A.5.a.i)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	ii. RDDs screened from 1 ft below the surface throughout the entire excavation zone? (701.A.5.a.ii)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	iii. Are the RDDs sealed and locked? (701.A.5.a.iii)				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	iv. Are the RDDs installed in backfill? (701.A.5.a.iv, 701.A.5.b.1, and 701.A.5.c.ii) Type of backfill:				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

<b>AI #:</b>		<b>FID #:</b>		<b>INSPECTION DATE(S):</b>	
<b>AI NAME:</b>					
v. If RDD installed in native soil, is hydraulic conductivity greater than 0.01 cm/sec? (701.A.5.a.iv) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
vi. Are RDDs in the correct number and properly positioned? (701.A.5.a.v) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<input type="checkbox"/> <b>b. Vapor Monitoring (701.A.5.b)</b>					
i. Is the regulated substance (or tracer) sufficiently volatile to allow vapors to be detected by the monitoring device? (701.A.5.b.ii) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
ii. Vapor monitoring is not affected by high ground water. (701.A.5.b.iii) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
iii. Is a release detectable without interference from background concentrations? (701.A.5.b.iv) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
iv. Is the monitoring device designed and operated to detect any significant increase in concentration above background? (701.A.5.b.v) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<input type="checkbox"/> <b>c. Groundwater Monitoring (701.A.5.c)</b>					
i. Is regulated substance immiscible in water and have a specific gravity less than one? (701.A.5.c.i) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
ii. Water in the monitoring well is never more than 20 feet from the ground surface? (701.A.5.c.ii) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
iii. Does RDD prevent migration of soils into RDD, and can regulated substance enter RDD in both low and high water conditions? (701.A.5.c.iii) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
iv. Can continuous monitoring device or manual method detect 1/8-in of free product? (701.A.5.c.iv) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<input type="checkbox"/> <b>5. Interstitial Monitoring (701.A.6.)</b>					
a. Describe the UST system which uses IM e.g. double walled tank, secondary barrier: Explain: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. Can the method detect a release through the inner wall of the tank? (701.A.6.a) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
c. Is Interstitial Monitoring conducted in accordance with 701.A.6 for tanks subject to the 12/20/08 Secondary Containment requirements (303.D.1.f.i), by either:					
i. Continuous interstitial monitoring by an automatic leak sensing device that signals to the operator the presence of any regulated substance in the interstitial space or sump (701.A.6.a) Specify Method: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>OR</b>					
ii. Manual interstitial monitoring every 30 days by means of a procedure capable of detecting the presence of any regulated substance in the interstitial space or sump (701.A.6.a) Specify Method: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<input type="checkbox"/> <b>6. Statistical Inventory Reconciliation (SIR) (701.A.7)</b>					
a. Can the SIR method detect a release of 0.2gal/hr from any portion of the UST System that routinely contains product with a pd > 0.95 and a pfa < 0.05? (701.A.7.a) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. Did the owner/operator receive the monthly report(s) from the SIR provider/vendor within 15 days following the last day of the calendar month for which the analysis was performed? (701.A.7.b) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
c. Did the SIR analysis report include the following information:					
i. the name of the SIR provider and the name and version of the SIR method (701.A.7.b.i); <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
ii. the name and address of the facility at which the analysis was performed (701.A.7.b.iii); <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
iii. a description of the UST system for which the analysis was performed (701.A.7.b.iii); <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
iv. a quantitative statement, in gallons/hr, for each UST system monitored for the month, of the leak threshold, minimum detectable leak rate, and the indicated leak rate (701.A.7.b.iv); <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
v. a qualitative statement of "pass," "fail," or "inconclusive" for each UST system monitored (701.A.7.b.v) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<input type="checkbox"/> <b>7. Other Method: (701.A.8) Specify Method:</b>					
a. Method can detect 0.2 gal/hr leak rate or a release of 150 gal within a month; & meet the 95/5 probability requirement. (701.A.8.a) <b>OR</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. EPA/LDEQ has approved the method as being as effective as Tank Tightness testing, ATG, vapor monitoring, ground water monitoring, or interstitial monitoring and operator complies with any conditions imposed by the agency. (701.A.8.b) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>Section O Methods of Release Detection for Piping Further Explanation in Narrative ( )</b>					
<b>(Fill out only the applicable sections, all others can remain blank) (Section O Not Applicable ( ))</b>					
Is release detection performed on the UST system's piping? (703.B.2) Check the appropriate piping system. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<input type="checkbox"/> <b>1. Pressurized Piping</b>					
a. Which of the following methods of leak detection does the facility use for pressurized piping? (703.B.2.a)					
i. Automatic Line Leak Detectors (ALLD) (one of the following methods is required on all pressurized lines, regardless of line leak detection method used) (703.B.2.a.i) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
1. Automatic flow restrictor, or <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
2. Automatic shutoff, or <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
3. Continuous audible or visual alarm <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
4. Is a performance test conducted every 12 months on the line leak detector according to manufacturer's requirements <b>and</b> also by simulating a release in order to determine if the system is fully operational? (701.B.1) Dates of last 3 tests: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>AND</b>					
ii. One other method (703.B.2.a.ii) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
1 A line tightness test conducted every 12 months (703.B.2.a.ii); Dates of last 3 tests: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					

<b>AI #:</b>		<b>FID #:</b>		<b>INSPECTION DATE(S):</b>	
<b>AI NAME:</b>					
2. Is LTT method capable of detecting a 0.1 gal/hr leak rate from any portion of the piping routinely containing product? (701.B.2) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>OR</b>					
3. Monthly monitoring? (703.B.2.a.ii) Specify Type: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. Is Interstitial Monitoring conducted in accordance with 701.B.4 for piping subject to the 12/20/08 Secondary Containment requirements (303.D.2.f.i for new install; 303.D.2.g for new piping at existing site; 507.A.7 for repairs >25%), by either: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
i. Continuous interstitial monitoring by an automatic leak sensing device that signals to the operator the presence of any regulated substance in the interstitial space or sump (701.B.4) Specify Method: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>OR</b>					
ii. Manual interstitial monitoring every 30 days by means of a procedure capable of detecting the presence of any regulated substance in the interstitial space or sump (701.B.4) Specify Method: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
c. For piping utilizing interstitial monitoring, is all piping interstitial space and/or are all sumps maintained free of water, debris, or anything that could interfere with the leak detection capabilities? (701.B.4.a) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<input type="checkbox"/> <b>2. Suction Piping</b>					
a. Which of the following leak detection methods does the facility use for suction piping? (703.B.2.b)					
i. (Safe Suction) No release detection is required if piping is sloped to drain product back into tank <b>and</b> only one check valve is present and located directly below or as close as practicable to the suction pump (703.2.b) <b>OR</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
ii. Line tightness test every 3 years? (703.B.2.b) Date of last test: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>OR</b> iii. Monthly monitoring? (703.B.2.b) Specify Type: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>Section P Requirements for Temporary Closure (903) (Further Explanation in Narrative <input type="checkbox"/>) (Section P Not Applicable <input type="checkbox"/>)</b>					
1. For UST systems in temporary closure; has the facility:					
a. If greater than 1 inch of product remains, is monthly release detection conducted? (903.A) Specify Type of RD performed: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. If applicable, has the Cathodic Protection been maintained? (903.A) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>NON-Significant Operational Compliance Components</b>					
<b>Section Q Temporary Closure Continued (Not Applicable <input type="checkbox"/>) (Further Explanation in Narrative <input type="checkbox"/>)</b>					
1. For UST systems temporarily closed for 3 months or more, did the owner/operator:					
a. Leave vent line open and functional? (903.B.1) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. Cap and secure all other lines, pump, manways, and ancillary equipment? (903.B.2) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
c. Notify the Department of the temporary closure status (UST-REG-01 form)? (903.B.3) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
d. Perform a tank tightness test within five days after the system was brought back into service after being in temporary closure 3 months or more? (903.E) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
2. For any non-upgraded UST system that has been temporarily closed for more than 6 months, has the owner/operator permanently closed the system? (903.C) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
3. If a UST system has been temporarily closed for more than 24 months, has the owner/operator:					
a. performed a site assessment in accordance with 907? (903.D); (note: do not cite if facility re-opened after being in temporary closure >24 months) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. was the results of the site assessment submitted to DEQ within 60 days following the end of the 24 month period? (903.D) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
<b>Section R Additional Paperwork Requirements (Not Applicable <input type="checkbox"/>) (Further Explanation in Narrative <input type="checkbox"/>)</b>					
1. Is the information on the UST-REG-01 form current and accurate? (Existing - 301.A.3, New - 301.B) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
2. Is the information on the REG-02 form current and accurate? (Existing - 303.E.6.b, New - 301.B.1) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
3. Has an amended Registration form been submitted within 30 days of acquiring a UST? (301.C.2) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
4. Is a copy of the current registration form kept on-site or at the nearest staffed facility? (301.C.3) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
5. Has the owner/operator submitted the following information to the department:					
a. Registration form for all UST systems, including installation certification and installer verification for new tank systems (509.A.1) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. Reports of all releases, suspected releases, spills and overfills, and confirmed releases (509.A.2) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
c. Descriptions of corrective action plans, site characterizations, free product removal investigation of soil and groundwater cleanup, and corrective action plan (509.A.3) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
d. Notification before permanent closure or change-in-service (509.A.4) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
e. Results of site assessment conducted at permanent closure (509.A.5) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
6. Has the owner/operator maintained the following documents:					
a. Documentation of UST system repairs (509.B.3) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
b. A copy of the most current registration forms (UST-REG-01 and 02) filed with DEQ? (509.B.5) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					
c. Documentation of the type and construction of the tanks, piping, leak detection equipment, <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A					

<b>AI #:</b>		<b>FID #:</b>		<b>INSPECTION DATE(S):</b>			
<b>AI NAME:</b>							
corrosion protection equipment, and spill and overfill protection equipment? (509.B.6)							
7.	Was the facility able to provide the records in a timely fashion as required by the inspector? (509.C)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Section S General Requirements (Not Applicable <input type="checkbox"/>) (Further Explanation in Narrative <input type="checkbox"/>)</b>							
1.	Are the materials being stored compatible with the materials or liner in the UST system? (505.A)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Section T Financial Responsibility (Not Applicable <input type="checkbox"/>) (Further Explanation in Narrative <input type="checkbox"/>)</b>							
1.	Has the facility paid its annual monitoring and maintenance fee (Current Certificate)? (307.D)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	Can the owner/operators demonstrate financial responsibility for taking corrective action etc., i.e. how is he going to pay for the cleanup of a release? (1133.A.) What type of financial responsibility is used? Explain:				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Section U Operator Training (Not Applicable <input type="checkbox"/>) (Further Explanation in Narrative <input type="checkbox"/>)</b>							
1.	Does the facility have the following Certified UST Operators:						
a.	Certified Class A UST Operator(s)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
i.	If no, has LDEQ provided the UST Owner at least 9 months notice? (607.B.1)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
ii.	If no, has LDEQ provided the UST Owner less than 9 months notice? (607.B.2)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b.	Certified Class B UST Operator(s)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
i.	If no, has LDEQ provided the UST Owner at least 9 months notice? (607.B.1)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
ii.	If no, has LDEQ provided the UST Owner less than 9 months notice? (607.B.2)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c.	Certified Class C UST Operator(s) (607.C)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	After 8/8/12, were all newly-designated Class A or B Operators certified within 30 days after assuming operation and maintenance responsibilities at the UST system? (607.D)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	After 8/8/12, were all newly-designated Class C Operators certified before assuming unsupervised responsibility for responding to emergencies at the UST facility? (607.E)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	Have the Certified Class A or B UST Operator(s) for this facility met the 3 year re-training requirement? (609.A)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5.	Has the owner/operator maintained the following documents:						
a.	Training certificate for each person who is currently serving as a Class A, Class B, or Class C UST Operator? (611.A.1)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b.	Posted site-specific emergency procedures, location of emergency shut-off devices, and appropriate emergency contact telephone numbers in a prominent area at the UST facility that is easily visible to the Class C Operator? (611.A.2)				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Section V Compliance (Not Applicable <input type="checkbox"/>) (Further Explanation in Narrative <input type="checkbox"/>)</b>							
Has the facility complied with all of the regulations or any order issued by the department? If not, this constitutes a violation of the Act. Enforcement Tracking # of Order not in compliance with:				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	

**Louisiana Department of Environmental Quality  
FIELD INTERVIEW FORM**

Agency Interest #: \_\_\_\_\_ Inspection Date: \_\_\_\_\_ Time of Arrival: \_\_\_\_\_  
Departure Date: \_\_\_\_\_ Time of Departure: \_\_\_\_\_

Facility Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Parish Name: \_\_\_\_\_  
Street/P.O. Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Facility Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Inspection Type: \_\_\_\_\_ Program Involved:  Air  Waste  Water Other \_\_\_\_\_

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

Areas of Concern	Explanation	Resolved?
_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO
_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO
_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO
_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO

Photos Taken?  YES  NO Samples Taken?  YES  NO (Attach Chain-of-Custody)

Received by: Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(NOTE: Signature DOES NOT indicate agreement with Inspector's Notes)

Inspector(s): \_\_\_\_\_ Attachments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Enclosure D**  
**Digital Photo Documentation**

Site		Location:			
AI#					
City:		Parish:		Photographer	

<p>Photo #:                      Date:</p> <p>Description:</p>					
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**Enclosure E**

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Louisiana Department of Environmental Quality  
GPS Location Form

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<b>Section A: General Information</b>					
AI #: _____		Date GPS point acquired: _____			
Facility Name: _____		Phone #: _____			
Address: _____		_____	_____	_____	_____
		Street/PO	City	LA	Zip
Parish: _____		Facility Representative: _____			
		Title: _____			
Program Involved:	IAS <input type="checkbox"/>	Haz Waste <input type="checkbox"/>	UST <input type="checkbox"/>	Solid Waste <input type="checkbox"/>	Other <input type="checkbox"/>
Media Involved:	Air <input type="checkbox"/>	Waste <input type="checkbox"/>	Water <input type="checkbox"/>	Other <input type="checkbox"/>	
<b>Section B: GPS Point Location</b>					
<input type="checkbox"/> Tank Hold 1			<input type="checkbox"/> Tank Hold 2		
<b>Section C: GPS Data for Point Location</b>					
Site ID: _____					
Latitude (from GIS report) _____					
Longitude (from GIS report) _____					
<b>Section D: GPS Data for Sample Locations</b>					
Site ID: _____					
Location ID: _____			Location ID: _____		
Location Description: _____			Location Description: _____		
Latitude: _____			Latitude: _____		
Longitude: _____			Longitude: _____		
Location ID: _____			Location ID: _____		
Location Description: _____			Location Description: _____		
Latitude: _____			Latitude: _____		
Longitude: _____			Longitude: _____		
Location ID: _____			Location ID: _____		
Location Description: _____			Location Description: _____		
Latitude: _____			Latitude: _____		
Longitude: _____			Longitude: _____		

Inspectors: \_\_\_\_\_  
 \_\_\_\_\_

Attachments: \_\_\_\_\_

**ENCLOSURE F**  
**Louisiana Department of Environmental Quality**  
**Geographical Information System Standards**

Geographical Information System (GIS) is a method for capturing, storing, checking, integrating, manipulating, analyzing and displaying spatially referenced data both digitally (softcopy) and through hardcopy maps. All Section 319 funded projects/activities that have a GIS component must follow GIS guidelines in order to be compatible with and acceptable by the Department. If the applicant involved is not capable of following these guidelines, the proposed GIS project will not be eligible for funding as this may affect the technical competency of the project.

**Acceptable Digital Formats:**

There is a definite need to ensure basic consistency concerning the data entered and used in a GIS. GIS data developed for EPA and the Department must be easily transferable to the Department GIS database, to EPA, and other stakeholders. Therefore all Section 319 funded projects that contain a GIS component shall adhere to EPA and the Department required standards. The following statement will be included in such projects and resultant products shall conform to the statement:

*" All geospatial data created for the Department will be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Digital coverages/products will be delivered as ArcInfo export coverages, ArcView shapefiles, or ArcGIS geodatabase with associated HTML containing metadata."*

The following web sites provide information to assist the project manager in meeting the above requirements:

1. Federal Geographic Data Committee Standards  
[http://www.fgdc.gov/standards/standards\\_publications/index\\_html](http://www.fgdc.gov/standards/standards_publications/index_html)
2. National Map Accuracy Standards  
<http://egsc.usgs.gov/isb/pubs/factsheets/fs17199.html>
3. Tools Available for Metadata Documentation: SMSS Commercial Product  
<http://geology.usgs.gov/tools/metadata/>
4. Tools Available for Metadata Documentation: ArcView Metadata Collector  
<http://www.ngdc.noaa.gov/eds/tds/>

**Acceptable Map Projections:**

Various map projections are acceptable for various purposes. All map projections will be in the North American Datum (NAD) 83. Map or digital data set deliverables in a geographic reference system (available as a projection option in ArcInfo and ArcView) are preferred.

1. Geographical Reference System. Units shall be in decimal degrees with additional fields containing degrees, minutes, seconds as following:  
DD MM SS.SS

2. Universal Transverse Mercator. Units shall be in meters and in Zone 15. Activities within Zone 16 shall be re-projected into Zone 15. Additional fields shall include the locations projected to decimal degrees.
3. Albers Conic Equal Area. Units shall be in feet.  
1<sup>st</sup> standard parallel 29° 32' 30.00";  
2<sup>nd</sup> standard parallel 32° 18' 30.00";  
Central Meridian -91° 34' 00.00";  
Latitude of projection origin 30° 55' 30";  
Spheroid GRS80; NAD83.

**Acceptable Locational Accuracy:**

Locational information acquired using Global Positioning System (GPS) equipment shall meet the Department Map Accuracy Standards of 3 meters or less.

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY **UST DIVISION**



UST OPERATOR DESIGNATION AND TRAINING

**UST OPERATOR TRAINING REGULATIONS**

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

**CLASSES OF UST OPERATORS**

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

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

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

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

**UST OPERATOR DESIGNATION**

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

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

**ACCEPTABLE TRAINING FOR CLASS A AND CLASS B UST OPERATORS**

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

UST Operators can register for the seminars by visiting the Petro Classroom website at [www.petroclassroom.com](http://www.petroclassroom.com) or by calling 800-530-5683.



UNDERGROUND STORAGE TANKS  
WWW.DEQ.LOUISIANA.GOV



**ACCEPTABLE TRAINING FOR CLASS C UST OPERATORS**

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

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

**UST OPERATOR TRAINING DEADLINES**

Phase In Schedule for Class A and Class B UST Operators

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

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

Class C UST Operators

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

**UST OPERATOR TRAINING FREQUENCY**

Class A and Class B UST Operators

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

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

Class C UST Operators

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

**REQUIRED OPERATOR TRAINING DOCUMENTATION**

Class A and B operators that complete the seminars will receive certificates. Class A and B's must send the name, date of training, and company name of their Class C's to [lomcsa@lomcsa.com](mailto:lomcsa@lomcsa.com) to receive C certificates.

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

For more information, visit the LDEQ UST Division website at [www.deq.louisiana.gov](http://www.deq.louisiana.gov) or contact Samuel Broussard at 337-262-5744.



**Enclosure H**  
**LDEQ Regional Office Contact List**

**Underground Storage Tank System Installations, Repairs, and Closures**

Please direct all correspondence regarding UST System Installations, Repairs, and Closures to the appropriate regional office:

<b>Acadiana Regional Office</b>	<b>Parishes Served</b>
111 New Center Drive Lafayette, LA 70508 phone: (337) 262-5744 fax: (337) 262-5593	Acadia, Evangeline, Iberia, Lafayette, St. Landry, St. Martin, St. Mary, Vermilion

<b>Capital Regional Office</b>	<b>Parishes Served</b>
ATTN: USTRD-Surveillance Process P.O. Box 4312 Baton Rouge, LA 70821-4312 phone: (225) 219-3181 fax: (225) 219-3398	Ascension, Assumption, East Baton Rouge, East Feliciana, Iberville, Livingston, Pointe Coupee, St. Helena, St. James, St. Martin, Tangipahoa, West Baton Rouge, West Feliciana

<b>Northeast Regional Office</b>	<b>Parishes Served</b>
508 Downing Pines Road West Monroe, La. 71292 phone: (318) 362-5445 fax: (318) 362-5448	Avoyelles, Caldwell, Catahoula, Concordia, East Carroll, Franklin, Grant, Jackson, La Salle, Lincoln, Madison, Morehouse, Ouachita, Rapides, Richland, Tensas, Union, West Carroll, Winn
<b>Kisatchie Central Office</b> (Located in the Northeast Regional Office Service Area) 2129 Rainbow Drive Pineville, La. 71360 phone: (318) 484-2120 fax: (318) 487-5927	

<b>Northwest Regional Office</b>	<b>Parishes Served</b>
1525 Fairfield Ave, Room 520 Shreveport, LA 71101-4388 phone: (318) 676-7629 fax: (318) 676-7573	Bienville, Bossier, Caddo, Claiborne, De Soto, Natchitoches, Red River, Sabine, Webster

<b>Southeast Regional Office</b>	<b>Parishes Served</b>
<b>New Orleans Office</b> 201 Evans Road, Building 4, Suite 420 New Orleans, LA 70123-5230 phone: (504) 736-7762 fax: (504) 736-7702	Jefferson, Lafourche, Orleans, Plaquemines, St. Bernard, St. John the Baptist, St. Charles, St. Tammany, Terrebonne, Washington
<b>Bayou Lafourche Office</b> (Located in the Southeast Regional Office Service Area) 110 Barataria St. Lockport, LA 70374 phone: (985) 532-6206 fax: (985) 532-9945	

<b>Southwest Regional Office</b>	<b>Parishes Served</b>
1301 Gadwall Street Lake Charles, LA 70615 phone: (337) 491-2807 fax: (337) 491-2682	Allen, Beauregard, Calcasieu, Cameron, Jefferson Davis, Vernon

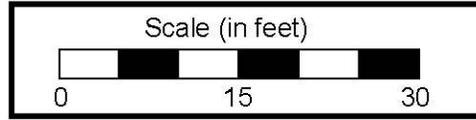
**Enclosure I  
SITE DRAWING FORM**

UST-ENF-06

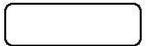
Revised 05/01/10

Facility: \_\_\_\_\_  
Depth to Groundwater (if encountered): \_\_\_\_\_

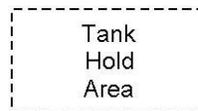
Agency Interest No.: \_\_\_\_\_



Removed UST



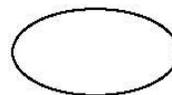
Closed-In-Place UST



Dispenser  
Island



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



Excavated Backfill - (Returned to Tank Hold)



(Disposed)

Dispenser



**ATTACHMENT 2**  
**SCHEDULE OF PRICES**  
**“Underground Storage Tank Compliance Evaluation Inspections”**  
**Louisiana Department of Environmental Quality**

<b>Line Item No.</b>	<b>Pay Item Description</b>	<b>Payment Unit</b>	<b>No. of Units</b>	<b>Unit Rate</b>	<b>Line Total</b>	
1	Commencement Conference	Lump Sum	1		\$ -	
2	Commencement Conference Call	Lump Sum	1		\$ -	
3	Training Meeting	Lump Sum	1		\$ -	
4	Compliance Evaluation Inspections	Each	2100		\$ -	
5	Availability for Legal Support	Hour	8		\$ -	
6	Travel Related to Legal Support	Hour	8		\$ -	
7	Travel Expenses Related to Legal Support	<b>In Accordance with PPM49</b>				
<b>Total Price</b>					\$ -	

- Rates for lines 1 – 4 shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses and profit.

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

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

<http://www.doa.la.gov/Pages/osp/Travel/Index.aspx>

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

**\*ALL BLANKS MUST BE COMPLETED**

**ATTACHMENT 3**

**Form A**

**MONITORING REPORT**

Date: \_\_\_\_\_ LaGov No. \_\_\_\_\_

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

Project Title: Underground Storage Tank Compliance Evaluation Inspections

Invoice No.: \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

Total Contract Amount: \$ \_\_\_\_\_ Balance: \$ \_\_\_\_\_

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

Total Invoiced to Date: \$ \_\_\_\_\_

I. **WORK COMPLETED TO DATE:**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. Nature of problems encountered:

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2. Remedial action taken or planned:

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

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4. Likely impact upon achievement:

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**III. DELIVERABLES**

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**IV. OTHER DISCUSSION OF SPECIAL NOTE**

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Contractor \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Approval \_\_\_\_\_ Date \_\_\_\_\_  
Department Project Manager

**ATTACHMENT 3  
Form B**

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