

REQUEST FOR PROPOSALS

“Final Closure of RCRA Tank Systems and Ancillary Equipment”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 3000005871

Proposal Due Date/Time: September 16, 2016/3:00 p.m. CST

Issue Date: August 17, 2016

REQUEST FOR PROPOSALS

“Final Closure of RCRA Tank Systems and Ancillary Equipment” Louisiana Department of Environmental Quality

TABLE OF CONTENTS

	Page
PART I. ADMINISTRATIVE INFORMATION	1
1.1 Request for Proposals (RFP).....	1
1.2 Contract Term and Compensation	1
1.3 Proposal Preparation	1
1.4 Mandatory Site Visit.....	1
1.5 Questions and Answers.....	2
1.6 Submission of Proposals.....	3
1.7 Changes, Addendum, or Withdrawal of Proposals.....	4
1.8 Blackout Period.....	4
1.9 RFP Schedule Summary	5
1.10 Definitions.....	5
PART II. GENERAL INFORMATION.....	6
2.1 Corporation Requirements	6
2.2 Code of Ethics for State Employees	6
2.3 Insurance Requirements.....	6
2.4 Laboratory Accreditation	6
2.5 Proposal Costs.....	7
2.6 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs	7
PART III. PROPOSAL PREPARATION INSTRUCTIONS	9
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.....	11
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	14

PART IV. PROPOSAL EVALUATION AND SELECTION	15
4.1 Evaluation Process	15
4.2 Evaluation Criteria	16
4.3 Price Evaluation Calculation.....	16
4.4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.....	16
4.5 Clarifications and Oral Presentations.....	17
4.6 Determination of Responsibility	17
4.7 Contract Award and Debriefings	18
4.8 Protest of the Solicitation or Award.....	18
4.9 Right to Prohibit Award.....	18

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 1.....	Identification and Description of Units
Enclosure 2.....	Map showing Tank Systems and Other Units Requiring Closure
Attachment 2	Schedule of Prices Form
Attachment 3	Forms
Form A	Monitoring Report
Form B.....	LaVet-SE-HI Invoice Reporting

Exhibits to this RFP:

Exhibit 1	Driving Directions
Exhibit 2	Hold Harmless Agreement

REQUEST FOR PROPOSALS

“Final Closure of RCRA Tank Systems and Ancillary Equipment” Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

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 waste removal and final closure services at the former Benton Creosoting Works facility located in Bossier Parish at 6695 Louisiana Highway 3 North in Benton, Louisiana. This project will be under the direction of the Underground Storage Tank and Remediation Division (USTRD). This RFP applies only to those units listed in Enclosure 1. The goal is to ensure protection of public health and the environment at the former Benton Creosoting Works facility, which is subject to the closure, post-closure and corrective action requirements of Resource Conservation and Recovery Act/Hazardous and Solid Waste Amendments (RCRA/HSWA) for areas and units at which releases may have occurred. 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 twenty-four (24) months, beginning approximately January 1, 2017, and ending approximately December 31, 2018, with the option to renew up to 1 additional year (not to exceed a total of 36 months). 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. 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 Mandatory Site Visit

The Louisiana Department of Environmental Quality will hold a site visit for all proposers on **August 24, 2016 at 10:00 a.m. CST**. Attendance is mandatory. Proposals submitted by Proposers who fail to attend the site visit will be disqualified.

Any firm intending to submit a proposal must have at least one duly authorized representative attend the mandatory site visit in order to become familiar with the site conditions and scope of work involved. Driving directions to the location of the site is provided on Exhibit 1.

On the day of the site visit, all potential proposers must:

- (a) sign-in with the Department representative;
- (b) sign Exhibit 2, Hold Harmless Agreement in the presence of the Department representative and provide photo identification; and
- (c) show proof of current Hazardous Waste Operations and Emergency Response (HAZWOPER) Training or sign a statement verifying current HAZWOPER training; at a minimum, participants should have completed the 24-hour HAZWOPER training requirements.

During the site visit, the Department personnel will attempt to answer any questions regarding the site closure. If the Department personnel are unable to answer any questions, proposers are to submit their questions in accordance with Section 1.5 Questions and Answers section of this RFP.

Photographs are acceptable during the site visit. Interested proposers shall provide their own personal protective equipment (PPE) during the site visit as necessary. Level D protection is required for the initial visit. This includes appropriate clothing, hard-hats, steel-toed boots, eye protection, and safety vests. Individuals not meeting all of these requirements will not be allowed on the site.

1.5 Questions and Answers

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 August 31, 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@la.gov

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

Responses to these questions will be posted on www.deq.louisiana.gov/RFP. Responses will be posted on or before September 1, 2016. Additionally, Questions and Answers will also be posted to LaPAC <https://wwwcfprd.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.

1.6 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 **September 16, 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 shall be solely responsible for the timely delivery of their proposals. The Department will not acknowledge by mail or telephone timely receipt of proposals.

1.7 Changes, Addendum, or Withdrawal of Proposals

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

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 prior to the deadline to submit proposal.

1.8 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 1.5 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.

1.9 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

Event	Date	Local Time
Begin Advertisement of RFP	August 17, 2016	
Mandatory Site Visit	August 24, 2016	10:00 a.m. CST
Deadline for the Department receipt of written questions from prospective Proposers	August 31, 2016	3:00 p.m. CST
Post responses to written inquiries	September 1, 2016	
Proposal due date and time	September 16, 2016	3:00 p.m. CST
Oral presentations by Proposers (if required)	October 7, 2016	
Estimated award date	Approximately October 18, 2016	
Estimated initiation of the contract period	Approximately January 1, 2017	

1.10 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

RFP – Request for Proposals

Shall, Will, Must - Denotes a mandatory requirement

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

State - The State of Louisiana

The Department – Louisiana Department of Environmental Quality

PART II. GENERAL INFORMATION

2.1 Corporation Requirements

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

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

2.2 Code of Ethics for State Employees

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

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and The National Environmental Laboratory Accreditation Conference (NELAC) Institute standard of 2009 (2009 TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

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

2.5 Proposal Costs

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law, R.S. 44:1 and become the property of the Department and will not be returned.

2.6 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 <http://smallbiz.louisianaeconomicdevelopment.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 <http://smallbiz.louisianaeconomicdevelopment.com>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwcfprd.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.

PART III. PROPOSAL PREPARATION INSTRUCTIONS

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, 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, SOW, Section 5.0 Minimum Qualifications of the Contractor's Personnel. This chart should specifically include, but need not be limited to, Project Manager, Site Supervisor, Project Manager backup, Site Supervisor backup, Professional Engineer, Scientist(s) (i.e., Chemist, Biologist, Environmental Scientist), Quality Assurance Manager, Environmental Technician(s) and Equipment Operator(s). Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, and 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, SOW, 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

A Louisiana State Contractors License (held by prime contractor) (see Attachment 1, SOW Section 6.4 for acceptable classifications or specialties) and a Louisiana Water Well Driller's License (held by prime contractor or subcontractor) shall be submitted with the proposal.

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 hazardous waste closures, hazardous waste removal and disposal, tank decontamination, wastewater management, tank demolition, tank and secondary containment confirmation sampling, and soil confirmation sampling. Both government and privately-sponsored work may be included.

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

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

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

- (5) the total dollar amount of the project; and
- (6) a brief description of the project.

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

3.2.6 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 shall complete and include in their proposal all documentation as described in Section 2.6 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 reviewed by an independent Certified Public Accountant (CPA) for the past 3 years. This includes:
 - Notes to the Financial Statements, and
 - The CPA's Reviewed Report for each year
- Letter of intent to obtain a 100% Performance Bond

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

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

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

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

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

3.4 Proposal Format

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

3.5 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.

PART IV. PROPOSAL EVALUATION AND SELECTION

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); and**
- (3) a current copy of the following licenses (Attachment 1, SOW, Section 6.4):**
 - (a.) Louisiana State Contractors License (held by prime contractor) with a license in one of the four (4) classifications or specialties below:**
 - i. Hazardous Material Classification; or**
 - ii. Hazardous Materials Site Remediation; or**
 - iii. Hazardous Materials Cleanup and Removal; or**
 - iv. Hazardous Waste Treatment or Removal; and**
 - (b.) Louisiana Water Well Driller's License (held by prime contractor or subcontractor).**

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

CRITERIA	MAXIMUM SCORE
1. Merit of the Proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).	10
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).	20
3. Qualifications and relevant experience of the Proposer in providing hazardous waste closures, hazardous waste removal and disposal, tank decontamination, wastewater management, tank demolition, tank and secondary containment confirmation sampling, and soil confirmation sampling (Part III, Sections 3.2.5 and 3.2.6).	25
4. Price (Part III, Section 3.2.7).	35
5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.4)	10
TOTAL SCORE	100

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

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

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

Proposer Status and Reserved Points:

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

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 September 30, 2016. Presentations will be made by the selected Proposers on October 7, 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 October 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.

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 fourteen (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, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

**APPENDIX A
PROPOSAL COVER SHEET**

Project Title: “Final Closure of RCRA Tank Systems and Ancillary Equipment”

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 2.6 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) calendar 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) business 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).

Signature

Date

**APPENDIX B
EXPERIENCE TABLE**

" Final Closure of RCRA Tank Systems and Ancillary Equipment " RFP
(Enlarge or duplicate table as necessary)

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

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**, **Contractor Address**, **Tax ID No.** _____ hereinafter referred to as the "Contractor".

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

1. PROJECT IDENTITY

This contract shall be identified as “**Final Closure of RCRA Tank Systems and Ancillary Equipment**” with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from January 1, 2017 through December 31, 2018. This period shall be known as the base contract. The Department reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one more period. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Division of Administration, Office of State Procurement. All extensions shall include the same payment terms and conditions as the base contract.

3. SCOPE OF SERVICES

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

4. NOTICE TO PROCEED

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

5. PAYMENT TERMS

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

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

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

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

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

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices. Payment shall be made upon completion and approval of each task as determined by the Project Manager and upon hours worked attending public meetings and/or providing litigation support as directed by the Project Manager. Progress payments may be made at the discretion of the Department's Project Manager.

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

Retainage will be withheld as outlined in Attachment 2, Schedule of Prices.

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

No payment shall be owed or made for analytical work or data generated by a commercial laboratory as defined in LAC 33:I.4503 that is not accredited by the Louisiana Environmental Laboratory Accreditation Program at the time the work is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory as defined in LAC 33:I.4503 that does not meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2 at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the Department Project Manager and that meets the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

b. Payment Procedure:

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 9.0 Measurement and Payment in the steps listed below:

- (1) The Contractor should submit an original and one (1) copy of an invoice upon completion of each task and/or hours worked attending public meetings and/or providing litigation support. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.
- (2) The Contractor shall submit the invoice to:

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

or submit electronically to DEQAccountsPayable@la.gov

Each invoice must include:

- (a) the LaGov number;
- (b) the name and address of the Contractor;

- (c) task(s) completed;
 - (d) the total amount requested;
 - (e) the balance remaining in the contract; and
 - (f) supporting documentation for hours billed (e.g., timesheets, meeting sign-in sheet(s), subpoena, affidavit(s)) related to litigation support, attendance at public meetings and travel expenses (mileage reports and receipts).
- (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 and shall be entitled to repayment for any progress payments made on undelivered work.

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

15. TERMINATION FOR CONVENIENCE

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

16. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 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, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

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.

(4) Professional Liability

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

(5) **Pollution Liability**

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

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

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

c. **Other Insurance Provisions**

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

(1) Commercial General Liability and Automobile Liability Coverages

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

(b) The Contractor's insurance shall be primary as 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. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

30. LABORATORY ACCREDITATION

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

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

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

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. 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.

33. 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

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 2.6 and 4.4 of the RFP)

"Final Closure of RCRA Tank Systems and Ancillary Equipment" 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**

**“Final Closure of RCRA Tank Systems and Ancillary Equipment”
Former Benton Creosoting Works, 6695 Louisiana Highway 3 North, LA, Bossier Parish**

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality, herein after referred to as “the Department” is required to comply with the applicable requirements of Resource Conservation and Recovery Act/Hazardous and Solid Waste Amendments (RCRA/HSWA). To accomplish this, the Department requires the services of an experienced, qualified contractor to provide final closure of tank systems, ancillary systems, the pressure treatment vessel and drip pad. This project will be under the direction of the Underground Storage Tank and Remediation Division (USTRD).

This RFP applies to only to those units listed in Enclosure 1.

The GPS coordinates for the front gate of the site are latitude 32° 42’ 17.37” N, longitude 92° 44’ 19.32” W. The Environmental Protection Agency (EPA) Identification Number is LAD008056632; the Department assigned Agency Interest number for this facility is 1230.

1.1 Goals and Objectives

The goal is to ensure protection of public health and the environment at the former Benton Creosoting Works facility, which is subject to the closure, post-closure and corrective action requirements of RCRA/HSWA for areas and units at which releases may have occurred. The objective is to perform final closure of the tank units, ancillary equipment, and other equipment associated with the former wood-treating process in accordance with RCRA/HSWA requirements and the Louisiana Hazardous Waste Regulations.

2.0 BACKGROUND INFORMATION

The Kennedy Sawmills was a former wood treating facility, which conducted business as Benton Creosoting Works. The facility has been in operation since August 1948. The current owner operated the facility since 1962 and ceased operations in 2008. The following sections provide a description of required activities and guidelines for conducting closure activities in a manner providing protection of human health and the environment relating to the cleanup of the former Benton Creosote Works site.

3.0 CONTRACTOR TASKS

The Contractor shall provide project planning, records review, unit closure activities, and evaluation and interpretation of data, at the Kennedy Sawmills Property (former Benton Creosoting Works) located in Bossier Parish at 6695 Louisiana Highway 3 North in Benton, Louisiana.

The identified units and areas to be addressed pursuant to this SOW include tank systems and ancillary equipment, secondary containment structures, the pressure treatment cylinder, the drip pad, and various waste containers on site that may contain creosote sludges, creosote-contaminated waste water and/or waste residue. These units and areas are identified in Enclosures 1 and 2.

The site currently has no utilities required for site activities by the Contractor, including but not limited to, water, electricity, telephone, facsimile and sanitary services. The Contractor shall be responsible for providing these services.

3.1 Commencement Conference or Conference call

A Commencement Conference shall be held between the Contractor's key personnel and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference shall be held at the Department's Headquarters in Baton Rouge (602 North 5th Street). EPA representative(s) may participate in the conference via phone. The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. 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 may be performed by the Contractor until the Commencement Conference has been completed or waived.

3.2 Collection of Background Information, Site Assessment and Reconnaissance

(1) Collection of Background Information

The Contractor shall:

- (a) review Department files to determine the results of any previous investigations;
- (b) collect site-specific information including, but not limited to:
 - current activities at the site;
 - topographic and hydrogeologic information pertinent to the site; and
 - population and ecological information about the surrounding area.

(2) Site Assessment and Reconnaissance

The Contractor shall:

- (a) inspect the site, including the location of the tank systems and ancillary equipment, the waste containers, the drip pad, and the pressure treatment cylinder; and

- (b) interview individuals familiar with the site as necessary.

Note: The Department has an access agreement that is already signed, does not expire until 2020, and allows/includes access for EPA, the Department, and any of their contractors. The Department will provide a copy to the Contractor prior to commencement conference/conference call.

3.3 Project Planning for Site Closure Activities

The Contractor shall submit a comprehensive facility closure plan for the Department's review and approval. This plan shall include, at a minimum:

- (1) An estimate of the types and volumes of waste materials, including liquids, sludges, and solid materials to be removed and transported off-site for appropriate treatment and/or disposal;
- (2) Planned procedures for removal, characterization and/or waste analysis, management, transport, and off-site treatment and/or disposal of all liquid, sludge, residues, and solid waste materials. The Contractor shall use a laboratory accredited by the Department's Environmental Laboratory Accreditation Program to perform the waste analyses;
- (3) Planned procedures for decontamination of tank systems and ancillary equipment and decontamination of the pressure treatment cylinder;
- (4) Planned procedures for conducting confirmation sampling (including packaging of samples for transmittal to EPA laboratory for analysis) of tank systems, ancillary equipment and the pressure treatment cylinder to document compliance with the performance standards outlined in the Department's "Guidance for RCRA Closure of Aboveground Units" (DEQ Form _7253_r00, dated 5/19/2009) http://www.deq.louisiana.gov/portal/Portals/0/permits/haz/Guidance%20for%20RCRA%20Closure%20of%20Aboveground%20Units_form_7253_r00.pdf
- (5) Planned procedures for demolition, removal, and off-site disposal and/or recycling of tanks, ancillary equipment, and the pressure treatment cylinder in accordance with applicable state and federal laws and regulations;
- (6) Planned procedures for decontamination of secondary containment systems, the drip pad adjacent to the pressure treatment cylinder, and any other structures potentially impacted by the presence of hazardous constituents;
- (7) Planned procedures for conducting confirmation sampling (including packaging of samples for transmittal to EPA laboratory for analysis) of secondary containment systems, the drip pad adjacent to the pressure treatment cylinder, and any other structures potentially impacted by the presence of hazardous constituents to document compliance with the performance standards outlined in the Department's "Guidance for RCRA Closure of Aboveground Units" (DEQ Form _7253_r00, dated 5/19/2009);
- (8) Proposed locations, sampling intervals, and rationale for confirmation soil sampling in areas adjacent to tank systems, ancillary equipment, and the pressure treatment cylinder and drip pad;
- (9) Proposed soil sampling procedures, parameters, analytical methods, and required detection limits, including applicable field and laboratory QA/QC procedures,

- decontamination of sampling equipment, and disposal of investigation derived wastes (IDW);
- (10) Discussion of field documentation for sampling activities;
 - (11) Technical Sampling and Analysis (TS&A) Plan;
 - (12) Quality Assurance Project Plan (QAPP) which shall be developed by the Contractor. The Contractor shall coordinate the transmittal of the approved QAPP to the EPA Lab contact person identified below. The QAPP shall include required QA/QC/analysis parameters, analytical methods, and required detection limits, including applicable field and laboratory QA/QC procedures, decontamination of sampling equipment, and disposal of investigation derived wastes (IDW) for confirmatory soil/environmental media samples that will be transmitted to the EPA Lab.
 - (13) Preparation and submittal of a Final Closure Certification and Report after completion of all closure activities.

The Department will review the closure plan. If the Department deems the plan insufficient to fully address the tasks identified in this Statement of Work (SOW), the Contractor will be issued a Notice of Deficiency and the plan will be returned for correction. The Contractor shall amend the closure plan based on Department comments and re-submit for approval. No fieldwork shall begin on this project until the plan is approved by the Department.

The Contractor shall submit the QAPP to the Department at least six (6) weeks prior to the date of the planned sampling event and transmittal of the samples by the Contractor to the EPA Lab to ensure that the Department is able to review, comment on, and approve the QAPP. The Contractor shall submit the QAPP for review and approval to:

Gary Fulton, Administrator
Underground Storage Tank & Remediation Division
Office of Environmental Compliance
P.O. Box 4312
Baton Rouge, LA 70821-4312

The Contractor shall email an electronic copy of the QAPP to Will.Steele@la.gov and Steven.Archibald@la.gov. After the QAPP is approved by the Department, the Contractor is responsible for transmitting the approved QAPP to the EPA Lab.

The Contractor shall coordinate transmittal of the QAPP to EPA at least three weeks prior to the date of planned transmittal of the samples to the EPA Lab. Once the QAPP is approved, the Contractor shall coordinate transmittal of the final approved QAPP to the EPA Lab contact at the following address:

Christy Warren
 Sample Control Center
 EPA Laboratory
 10625 Fallstone Rd.
 Houston, TX 77099

The Contractor shall determine the number of samples required to adequately demonstrate “clean” closure of tank systems, ancillary equipment, the pressure treatment cylinder, the drip pad, and any potentially impacted soils adjacent to the aforementioned areas. The Department will not provide a set number of samples for closure activities. Contractor shall collect confirmatory samples, and package the samples for transmittal to the EPA laboratory for analysis. Soil sampling under this SOW will not address the area of the closed RCRA-regulated unit or any of the SWMUs/AOCs identified in the RCRA Facility Assessment (RFA); such areas will be addressed in subsequent phases of corrective action for the Kennedy Sawmills facility.

The Closure Plan shall comply with the requirements of:

- Louisiana Revised Statutes, Title 30, Subtitle II, the “Louisiana Environmental Quality Act”
<http://www.deq.louisiana.gov/portal/DIVISIONS/LegalAffairs/RulesandRegulations.aspx>;
- Louisiana Administrative Code, Title 33, Part I, Subpart 1, Chapter 13. Risk Evaluation/Corrective Action Program
<http://www.deq.louisiana.gov/portal/tabid/2929/Default.aspx>;
- Louisiana Administrative Code, Title 33, Part V. Hazardous Waste and Hazardous Materials
<http://www.deq.louisiana.gov/portal/DIVISIONS/LegalAffairs/RulesandRegulations/Title33.aspx>;
- The Department’s “Guidance for RCRA Closure of Aboveground Units” (DEQ Form _7253_r00, dated 5/19/2009)

3.4 Implementation of the Closure Plan and Evaluation and Interpretation of Data

3.4.1 Removal, Characterization and/or waste analysis, Transportation, Treatment and/or Disposal of any remaining liquids, sludges, and residues from each of the subject units

The Contractor shall provide, at a minimum:

- (1) Estimated inventory of the total amount of waste materials to be removed, including individual estimate of the volume of wastewater, the volume of sludges/residues, and the volume of solid materials;
- (2) Staging of wastes removed for proper characterization prior to transportation off-site;

- (3) Characterization/analysis of each of the waste phases identified above, as required for proper treatment and/or disposal;
- (4) Identification of the permitted waste treatment and/or disposal facilities receiving waste materials from the site;
- (5) Proper tracking and manifesting of all wastes removed from site.

3.4.2 Decontamination and collection of confirmatory samples of above-ground components

The Contractor shall perform decontamination and collection of confirmatory samples of the above-ground components of each of the subject units, excluding concrete or earthen secondary containment structures, concrete foundations, and the drip pad. Samples will be packaged for transmittal and analysis to designated EPA laboratory.

All activities must be conducted in accordance with the approved closure plan as specified in Section 3.3 above.

The Contractor shall sample and submit samples to the EPA laboratory according to the following process:

1. Submit QAPP to the Department and EPA in accordance with Section 3.3 above;
2. Obtain EPA chain of custody (COC) forms and labels from EPA for use during the sampling;
3. Collect samples according to approved Closure Plan, TS&A, and QAPP;
4. Prepare/submit the QAPP and the samples to the EPA lab

Christy Warren
Sample Control Center
EPA Laboratory
10625 Fallstone Rd.
Houston, TX 77099

Web site: <https://www.epa.gov/aboutepa/about-region-6s-environmental-services-branch-laboratory>

Common carrier (e.g., Fedex) is acceptable.

The Contractor shall provide all sample containers, ice chest(s), ice and other sample mailing/transportation necessities, including but not limited to tape, bubble wrap, etc. The Contractor shall coordinate with the EPA lab to obtain chain-of-custody forms and sample container labels.

Refer to Section 3.5 for details regarding analytical results/report.

3.4.3 Physical removal and disposal and/or recycling of above-ground components

The Contractor shall physically remove and dispose and/or recycle each of the subject units, excluding concrete or earthen secondary containment structures, concrete foundations, and the drip pad.

All activities shall be conducted in accordance with the approved closure plan as specified in Section 3.3 above.

3.4.4 Earthen Secondary Containment Structures, Concrete Foundations, and Drip Pad

The Contractor shall perform decontamination procedures and collection of confirmatory samples of the concrete or earthen secondary containment structures, concrete foundations, and the drip pad. Samples will be packaged for transmittal and analysis to designated EPA laboratory.

Sample submittal to the EPA laboratory shall be in accordance with the steps outlined in Section 3.4.2 above.

All activities must be conducted in accordance with the approved closure plan as specified in Section 3.3 above.

3.5 Final Closure Certification and Report

The Contractor shall prepare and submit a Final Closure Certification Report documenting that all units were closed in accordance with applicable regulations and the approved Closure Plan.

The Contractor shall arrange for the laboratory analysis report (hard copy and electronic copy) to be submitted from the EPA laboratory to the Contractor for inclusion in the Final Closure Certification Report.

The Final Closure Certification Report must fulfill the applicable requirements of the Louisiana Administrative Code, Title 33, Part V.

3.6 Attendance at Public Meetings

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

3.7 Litigation Support

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

4.0 PROJECT SCHEDULE

All activities shall be completed within the stated number of calendar days as specified below in Table 1. Adherence to the schedule will determined by the Department.

Table 1. Schedule

Time Frame (calendar days)	Activity
Within 10 days from Notice to Proceed	Commencement Conference or Conference Call
Within 30 days of commencement conference	Contractor submits a Final Closure Plan, including a Technical Sampling and Analysis Plan, and Quality Assurance Project Plan to the Department for review and approval, and the Health and Safety Plan to the Department for review
Within 14 days of Receipt of Work Plan	The Department review and approval of Final Closure Plan, including a Technical Sampling and Analysis Plan, documentation of compliance with Health and Safety Plan requirements, and Quality Assurance Project Plan
At least three weeks prior to the date of planned transmittal of the samples to the EPA Lab	The Contractor will coordinate the transmittal of the approved QAPP to the EPA Lab contact person.
Within 30 days of the Department's approval of Closure Plan	Contractor begins implementation of Closure Plan
Within 30 days of implementation of Closure Plan and every 30 days thereafter until project completion	Contractor submits Monthly Progress Reports; each monthly progress report will identify specific tasks conducted as outlined in the Closure Plan and documents completion of each task as applicable
Within 60 days of completion of all tasks identified in the Closure Plan	Contractor submits the final Closure Certification and Report and all supporting documentation
Within 30 days of submittal of the final Closure Certification and Report	Based on the Department's review, the Closure Certification and Report is approved and accepted by the Department or a Notice of Deficiencies is issued; contractor has from 30-90 days to address deficiencies and submit a revised Closure Certification and Report

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 hazardous waste closures, hazardous waste removal and disposal, tank decontamination, wastewater management, tank demolition, tank and secondary containment confirmation sampling, and/or soil confirmation sampling. Education, experience, and professional requirements shall include, but is not limited to:

- (1) The Project Manager should have a Bachelor's degree and a minimum of five (5) years of project management experience in environmental/site remediation work.
- (2) The Project Manager Backup should have a Bachelor's degree and a minimum of three (3) years of project management experience in environmental/site remediation work.
- (3) The Site Supervisor should have a minimum of three (3) years supervisory experience in environmental/site remediation work.
- (4) The Site Supervisor Backup should have a minimum of two (2) years supervisory experience in environmental/site remediation work.
- (5) The Professional Engineer shall possess a current Louisiana License.
- (6) Scientist(s) (Science Background i.e., Chemist, Biologist, or Environmental Scientist) should have at least a Bachelor's degree in any of the science fields and a minimum of two (2) years experience in environmental/site remediation work.
- (7) The QA/QC manager should have a minimum of two (2) years QA/QC experience in environmental/site remediation planning and/or reporting.
- (8) The Environmental Technician(s) should have minimum of two (2) years' experience in environmental/site remediation work.
- (9) Equipment operator(s) should have a minimum of two (2) years' experience in environmental/site remediation work.

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

6.0 PROJECT MANAGEMENT

The Contractor shall provide the methods and resources (personnel, supervision, materials, supplies, and equipment) necessary to perform the tasks described in this SOW. All equipment must be in good working order and available to the Contractor when needed, whether Contractor-owned or leased. All instrumentation must be in sound working condition and calibrated prior to use.

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

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

- (1) Supervision of the Contractor's personnel.
- (2) Contract administration, including:
 - (a) invoicing;
 - (b) changes to the contract;
 - (c) resolving disputes between the Contractor and the Department; and
 - (d) Contractor compliance with all contract clauses and conditions.

- (3) Coordinate meetings and training sessions. The Contractor shall be responsible for scheduling and holding training sessions as necessary to ensure the proper training of his personnel and subcontracted personnel. The Contractor shall be responsible for maintaining an adequate number of trained personnel for this work. The costs of project related training shall be included in the Contractor's proposal.
- (4) Project Communication. The Contractor shall maintain communications and coordination with Department personnel, including reporting problems encountered in performing this work. The Contractor shall attend meetings as necessary to discuss specific site requirements or problems with the Department Project Manager or his representative. Meetings may be held at Department Headquarters in Baton Rouge, Department Regional Offices, or on site. Interim conference calls may be required.
- (5) Record Keeping. The Contractor shall keep accurate records and provide documentation for specific costs associated with this project. These records shall include:
 - (a) technical records (including, but not limited to, complete and accurate records of measurements, data, analysis, surveys, and all other technical information collected in the course of this project);
 - (b) cost records for cost-recovery purposes; and
 - (c) other records and reports required by Federal and State laws and regulations.
- (6) Preparation and submission of deliverables.

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal to represent the Contractor's organization and to manage the project. The Department reserves the right to approve the person assigned as Project Manager.

The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the Department Project Manager informed of the project status through written monthly progress reports and informal communication.

6.1 General Site Management

The Contractor shall be responsible for the protection and safety of all work, materials, equipment, and other property on the site against vandals and other unauthorized persons during mobilization, on-site work, and demobilization. No claims shall be made against the Department by reason of any act of an employee or trespasser. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor shall be remedied by the Contractor at his expense. All work procedures must comply with OSHA requirements.

The Contractor shall coordinate all work activities at the site with the owner/operator to minimize interference with business operations, as applicable. 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.

6.2 Progress Reporting

The Contractor shall prepare and submit to the Department Contract Manager a Monthly Progress Report describing all work completed during the preceding month, the status of the work in progress, and any problems encountered. Additionally, the Contractor shall report any environmental problems identified in the field needing further investigation or corrective action by the Department. The Monthly Progress Report shall be provided within two weeks of the end of the preceding month. 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; and
- (4) a description of the progress made during the previous month, including problems experienced, requests of approved changes in personnel, and the effect of the problems/changes on the due date of deliverables.

The Monthly Progress Report must be signed by the Contractor's Project Manager. The format of this report may be determined by the Contractor; however, the Department reserves the right to require format revisions.

6.3 Deliverables

The Contractor shall provide an original and two (2) copies and one (1) copy in PDF format of the following deliverables for review and approval by the Department. Any and all discrepancies or omissions shall be corrected to the satisfaction of the Department before the deliverable is accepted as completed.

- (1) Tank Closure Work Plan;
- (2) Technical Sampling and Analysis Plan;
- (3) Documentation of compliance with Health and Safety Plan requirements;
- (4) Quality Assurance/Quality Control Plan; and
- (5) Final Closure Report and Closure Certification.

6.4 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.

Federal laws and regulations include, but are not limited to:

- (1) The Federal Resource Conservation Recovery Act (RCRA) regulations included in 40 CFR Parts 260-299;
- (2) The regulation of hazardous material transportation included in 49 CFR Parts 100-199, if applicable; and
- (3) The Occupational Safety and Health Administration (OSHA) regulations included in 29 CFR Part 1910.120.

State law and regulations adopted pursuant to state law include, but are not limited to:

- (1) Louisiana Revised Statutes, Title 30, Subtitle II, the “Louisiana Environmental Quality Act”;
- (2) Title 33, Part I, Subpart 1, Chapter 13. Risk Evaluation/Corrective Action Program;
- (3) Title 33, Part V. Hazardous Waste and Hazardous Materials;
- (4) Title 33 Part VII. Solid Waste Regulations; and
- (5) Title 33, Part IX. Water Quality Regulations, (if water is treated on site and discharged, the Contractor shall obtain discharge parameters and limits).

Applicable regulatory guidance documents include, but are not limited to:

- (1) LDEQ/LDOTD Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook, December 2000
http://dnr.louisiana.gov/assets/OC/env_div/gw_res/200010_GREENBOOK.pdf
- (2) LDEQ LUST QAPP_1027_r04, revision date August 10, 2015;
http://www.deq.louisiana.gov/portal/Portals/0/UndergroundStorageTank/QAPP_1027_r04.pdf
- (3) The Department’s “Guidance for RCRA Closure of Aboveground Units” (DEQ Form _7253_r00, dated 5/19/2009)
http://www.deq.louisiana.gov/portal/Portals/0/permits/haz/Guidance%20for%20RCRA%20Closure%20of%20Aboveground%20Units_form_7253_r00.pdf.

License Requirements:

The Contractor shall possess and maintain throughout the term of the contract a Louisiana State Contractors license. The License must include one of the four (4) classifications or specialties identified below:

- (1) Hazardous Materials; or
- (2) Hazardous Materials Cleanup and Removal; or
- (3) Hazardous Materials Site Remediation; or
- (4) Hazardous Waste Treatment or Removal.

The Contractor or subcontractor shall possess a Louisiana Water Well Driller’s License throughout the term of the contract.

The Contractor or subcontractor shall possess a current Louisiana Engineer License.

In accordance with the Louisiana Professional Geoscience Practice Act, if on-site work performed by a geologist does include the practice of geoscience, a current Louisiana Professional Geoscientist License shall be required. In accordance with RS 37:711.12.D. (6) if on-site work performed by a geologist does not include the practice of geoscience, a current Louisiana Professional Geoscientist License shall not be required.

The Contractor shall perform all tasks related to advancement of soil borings and wells in accordance with:

- (1) The *Handbook for Construction of Geotechnical Boreholes and Groundwater Monitoring Systems* prepared by the LDOTD and the Department, December 2000, and hereinafter referred to as the LDOTD/LDEQ HANDBOOK
http://dnr.louisiana.gov/assets/OC/env_div/gw_res/200010_GREENBOOK.pdf and
- (2) Louisiana Administrative Code (LAC) 56 Part I Water Wells.
http://dnr.louisiana.gov/assets/OC/env_div/gw_res/Driller/LAC56.pdf

All waste disposal shall be performed in accordance with all applicable laws, regulations, ordinances, and rules relating to the performance of that work.

6.5 Site Health and Safety Requirements

The Contractor is 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.

7.0 DEPARTMENT RESPONSIBILITIES

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

- (1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);
- (2) provide the Department materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (3) review, require revision as necessary, and accept deliverables.

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

deficient work.

In the event the owner/operator has refused permission, cannot be located, or if the Contractor is unable to gain access to the property, the Contractor must inform the Department in writing within forty-eight (48) hours; the Department will direct the Contractor after notification has been made.

8.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

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

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

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

9.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the actual work performed. Payment for the tasks required in this Statement of Work shall be based upon the line items listed in Attachment 2, Schedule of Prices.

9.1 Commencement Conference or Conference call

The Commencement Conference payment item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference (approximately two (2) hours) to be held at Department 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 unit rate provided in Attachment 2, Schedule of Prices. Attendance of the Project Manager is 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.

9.2 Collection of Background Information, Site Assessment and Reconnaissance

The Collection of Background Information, Site Assessment and Reconnaissance payment item shall include all activities and resources necessary to complete this task. Payment shall be made in one lump sum in accordance with the rate provided in Attachment 2, Schedule of Prices following the completion of this task and approval by the Department.

9.3 Project Planning for Site Closure Activities

The Project Planning payment item shall include all activities and resources required to generate, submit, revise (as necessary), and resubmit the Site Closure Plan, the Technical Sampling and Analysis Plan, the Health and Safety Plan, and the Quality Assurance Project Plan for the site. Payment shall be made in one lump sum in accordance with the rate provided in Attachment 2, Schedule of Prices following the acceptance of the respective plans by the Department.

9.4 Implementation of the Closure Plan and Evaluation and Interpretation of Data

The Implementation of the Closure Plan and Evaluation and Interpretation of Data payment item shall include all activities and resources necessary to complete these tasks. Payment shall be made in one lump sum in accordance with the rate provided in Attachment 2, Schedule of Prices following the completion of this task.

Progress payments may be made at the discretion of the Department's Project Manager based upon measureable accomplishment of work and upon submittal of supporting documentation.

9.5 Final Closure Certification and Report

The Final Closure Report payment item shall include all activities and resources necessary to complete this task. Payment shall be made in one lump sum in accordance with the rate provided in Attachment 2, Schedule of Prices following the submission of the Final Closure Report.

9.6 Attendance at Public Meetings

Payment for attendance at public meetings shall be made for the actual number of hours worked, plus travel time, travel expenses and mileage in accordance with the rates in Attachment 2, Schedule of Prices.

9.7 Litigation Support

Payment for litigation support shall be made for the actual number of hours worked, plus travel time, travel expenses and mileage in accordance with the rates in Attachment 2, Schedule of Prices.

9.8 Retainage

A Ten Percent (10%) retainage will be withheld from each invoice until the Final Closure Report has been approved by the Department. Once the Final Closure Report has been approved by the Department, the Contractor shall submit an invoice along with a monitoring report for the remaining amount. This payment will be the amount withheld from each invoice.

Enclosure 1**Identification and Description of Units**

Map ID for Unit	Unit Description
Drip Pad	Drip pad is regulated unit in accordance with LAC 33:V.Chapter 28
Treatment Cylinder	Unregulated unit; includes surrounding soils
Treatment Building	Unregulated unit; includes any material contained in Treatment Building, slab of Treatment Building, and surrounding soils
Tank 02	Lay Down 1 Tank
Tank 04	Lay Down 2 Tank
Tank 05	Lay Down 3 Tank
Secondary Containment for Tanks 02, 04, and 05	Concrete secondary containment structure for Tanks 02, 04, and 05
Tank 12	Black Tank 2
Tank 13	Black Tank 1
Secondary Containment for Tanks 12 and 13	Concrete secondary containment structure for Tanks 12 and 13
Tank 08	Failed tank
Tank 14	Poly tank
Tank 15	Hoppers
Secondary Containment for Tanks 08, 14, and 15	Concrete secondary containment structure for Tanks 08, 14, and 15
Tank 09	Silver Tank
Secondary Containment for Tank 09	Concrete secondary containment structure for Tank 09
Tank 10	Black Vertical Tank 1
Tank 11	Black Vertical Tank 2
Secondary Containment (Bermed Area) for Tanks 10 and 11	Secondary containment structure (earthen berm) for Tanks 10 and 11
Tank 07	Tanker Trailer
Area surrounding Tank 07	Soils surrounding Tank 7

Enclosure 2
Map showing Tank Systems and Other Units Requiring Closure



ATTACHMENT 2
SCHEDULE OF PRICES
“Final Closure of RCRA Tank Systems and Ancillary Equipment”
Louisiana Department of Environmental Quality

Line Item No.	Pay Item Description	Payment Unit	No. of Units	Unit Rate	Line Total	
1a	Commencement Conference	Lump Sum	1		\$ -	
1b	Commencement Conference Call	Lump Sum	1		\$ -	
2	Collection of Background Information, Site Assessment, and Reconnaissance	Lump Sum	1		\$ -	
3	Project Planning for Site Closure Activities	Lump Sum	1		\$ -	
4	Implementation of the Closure Plan and Evaluation and Interpretation of Data	Lump Sum	1		\$ -	
5	Final Closure Certification Report	Lump Sum	1		\$ -	
6	Attendance at Public Meetings ¹	Hour	10		\$ -	
7	Litigation Support ¹	Hour	10		\$ -	
8	Travel Expenses Related to Public Meetings or Litigation Support	In Accordance with PPM49				
					\$ -	

- Rates for lines 1–5 shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

- Rates for lines 6-7 shall include all 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.

- 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>

- A Ten Percent (10%) retainage will be withheld from each invoice until the Final Closure Report has been approved by the Department.

¹The Department reserves the right to increase the number of units, through an amendment, as needed.

***ALL BLANKS MUST BE COMPLETED**

ATTACHMENT 3

Form A

MONITORING REPORT

Date: _____ LaGov No. _____

Contractor: _____

Project Title: “ _____ ”

Invoice No.: _____ Invoice Amount: _____

Total Contract Amount: \$ _____ Balance: \$ _____

Reporting Period: _____

Total Invoiced to Date: \$ _____

I. **WORK COMPLETED TO DATE:**

A. **Hourly** (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:

2. Remedial action taken or planned:

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

4. Likely impact upon achievement:

III. DELIVERABLES

IV. OTHER DISCUSSION OF SPECIAL NOTE

Contractor _____ Date _____
Signature

Approval _____ Date _____
Department Project Manager

**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

Exhibit 1

**“FINAL CLOSURE OF RCRA TANK SYSTEMS AND ANCILLARY EQUIPMENT”
AT FORMER BENTON CREOSOTING WORKS, AI NO. 1230**

**Driving Directions to Kennedy Sawmills, LLC (former Benton Creosoting) Site
6695 Louisiana Highway 3 North in Benton, Bossier Parish, Louisiana**

From the eastern intersection of I-20 and I-220 in Bossier City (near the Louisiana Downs Racetrack), merge on to I-220 West and travel approximately 6.1 miles on I-220 West. Take exit 11 for LA-3, turn north toward Benton. Travel 10.4 miles north on LA-3 North/Benton Road. Facility will be on the left.

From the western intersection of I-20 and I-220 in Shreveport (near the Shreveport Regional Airport), merge on to I-220 East and travel approximately 11.3 miles on I-220 East. Take exit 11 for LA-3, turn north toward Benton. Travel 10.4 miles north on LA-3 North/Benton Road. Facility will be on the left.

From I-49 North, coming into Shreveport, take exit 205 to merge onto I-20 East toward Monroe. Travel approximately 3.2 miles, then take exit 20B toward LA-3/Benton Road North, continue on LA-3 North/Benton Spur toward Benton for 13.4 miles. Facility will be on the left.

All distances were obtained using Google Maps.

Exhibit 2
Hold Harmless Agreement – Contractor Site Visit

“Final Closure of RCRA Tank Systems and Ancillary Equipment”
Former Benton Creosoting Works, 6695 Louisiana Highway 3 North, LA, Bossier Parish
Louisiana Department of Environmental Quality

The undersigned company hereby agrees to indemnify and save harmless the State of Louisiana, and its officials, employees, and agents from any and all liabilities, claims and demands for damages, injuries, death, or losses or costs or expenses of any kind resulting from or arising out of or claimed to result from or arise out of the undersigned companies’ employee(s) site visit and/or walk-through at the Former Benton Creosoting Works Site (AI # 1230).

The undersigned company hereby agrees to defend any claim or suit which may arise from the foregoing and to pay all attorney fees and costs thereof.

Know all persons that the undersigned hereby consents and agrees to be bound by the terms of this Hold Harmless Agreement.

Company: _____

Address: _____

Telephone No. _____

By: _____

Title: _____

The signor shall sign the Hold Harmless form in the presence of the LDEQ representative and must provide photo identification.

Signor: _____

Date: _____

Email Address: _____

LDEQ Representative: _____

Date: _____