

REQUEST FOR PROPOSALS

“Wetland Assimilation Feasibility”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 4411-08-01

**August 23, 2007
(Reissued)**

REQUEST FOR PROPOSALS

“Wetland Assimilation Feasibility” Louisiana Department of Environmental Quality

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REQUEST FOR PROPOSALS

“Wetland Assimilation Feasibility” Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Louisiana Department of Environmental Quality (LDEQ, Department) is committed to protecting, preserving, and enhancing the wetlands of the State of Louisiana. To accomplish this, LDEQ requires the services of an experienced, qualified contractor to perform wetland assimilation feasibility assessments that may result in future wetland assimilation permits for municipalities. The municipalities chosen will be under the direction of the Permits Division, Municipal and General Permits Section.

1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately December 1, 2007, and ending approximately November 30, 2008. 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 cost of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00). LDEQ reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract cost, using the unit prices established in the Schedule of Prices. This contract and any amendments require the approval of the Louisiana Office of Contractual Review.

1.3 Proposal Preparation

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

1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the LDEQ Contracts and Grants Division by September 4, 2007. Do not contact other LDEQ program personnel with questions regarding this RFP.**

Questions may be mailed to:

Helen Hebert
Contracts and Grants Division

Louisiana Department of Environmental Quality
P. O. Box 4303
Baton Rouge, LA 70821-4303

or submitted by e-mail to: Helen.Hebert@la.gov

Questions will also be accepted by FAX at (225) 219-3823. Responses to these questions can be accessed by going to www.deq.louisiana.gov, Contracts and Grants Division.

1.5 Submission of Proposals

If you desire to submit a proposal, six (6) copies of the technical information presented in Section 3.2 Elements for Technical Proposal (Volume I), and one (1) copy of the financial information presented in Section 3.3 Elements for Financial Information (Volume II), must be received by the Louisiana Department of Environmental Quality (LDEQ), Contracts and Grants Division, **no later than 3:00 p.m. local time on or before September 24, 2007. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Laura McDonald, Contracts and Grants Division
Louisiana Department of Environmental Quality
602 N. Fifth Street, Room 931 (9th Floor)
Baton Rouge, Louisiana 70802

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

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

1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by LDEQ 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 LDEQ.

1.7 RFP Schedule Summary

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

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	August 23, 2007	
Deadline for LDEQ receipt of written questions from prospective proposers	September 4, 2007	4:00 p.m.
Proposal due date and time	September 24, 2007	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately October 12, 2007	
Estimated initiation of the contract period	Approximately December 1, 2007	

PART II. GENERAL INFORMATION

2.1 “Foreign” Corporations Contracting with the State of Louisiana

According to the provisions of LSA R.S. 12:301-302, any corporation which is incorporated in another state must have a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. NOTE: The certificate of authority should not be submitted with the proposal. However, the Louisiana Certificate of Authority must be provided prior to contracting with the LDEQ.

2.2 Disclosure of Ownership Affidavit

All for-profit corporations whose stock is not publicly traded must file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office before contracting with state government. Non-profit corporations and for-profit corporations whose stock is publicly traded are exempt from this requirement. NOTE: The Disclosure of Ownership Affidavit should not be submitted with the proposal. However, the Disclosure of Ownership Affidavit must be provided prior to contracting with the LDEQ.

2.3 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 Commission on Ethics for Public Employees. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Attachment 5, Sample LDEQ Contract, Article 26).

2.4 Insurance Requirements

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See RFP Attachment 5, Sample LDEQ Contract, Article 15). 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 LDEQ before work begins. Furthermore, the successful contractor must include all subcontractors as insureds under its policies or must furnish separate certificates for each subcontractor 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 and become the property of LDEQ and will not be returned.

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 LDEQ's requirements. Each proposer is solely responsible for the accuracy and completeness of its 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 the proposal cover sheet (RFP Attachment 1). **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 LDEQ's Statement of Work (SOW) (RFP Attachment 2). The proposer's Scope of Services should be presented in as much detail as judged necessary by the proposer. An unsupported statement that the proposer will comply with all the requirements of this solicitation is not acceptable. Any exceptions taken to the SOW must be clearly stated and explained. The approach outlined in the Statement of Work is required for this project. Due to the proposal evaluation process, LDEQ is unable to consider a different approach to the work.

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

Describe the proposed approach to project management, including, at a minimum, the following information:

(a) Overall company organization

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

(b) Project organization

Provide a project-specific organizational chart identifying the key Contractor personnel and key subcontractor personnel proposed for work on this project. This chart should specifically include, but need not be limited to, all professional level personnel project manager positions, the key on-site personnel, key personnel responsible for preparation of deliverables, and Contract Administrator. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for LDEQ, 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

Describe the proposed approach to project management. Project management includes, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and LDEQ, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

(2) Performance of Project Tasks

Describe the proposed approach to the performance of the technical tasks described in RFP Attachment 2 (SOW). Include a description of deliverables to be received by LDEQ as end products of the services rendered.

3.2.4 Personnel Qualifications and Experience

LDEQ anticipates the need for professional Contractor or subcontractor personnel, with relevant experience in wetlands related work. Experience requirements should include, but are not limited to wetlands background and experience.

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. Include résumés showing each assigned individual's education, registrations, accomplishments, and experience. LDEQ will consider only experience that is relevant to the tasks listed in RFP Attachment 2 (SOW).

3.2.5 Company Qualifications and Experience

Describe the company's qualifications and experience that are relevant to the proposed tasks listed in RFP Attachment 2 (SOW). Experience will be considered relevant if prior projects major features include relevant wetlands background/experience. Both government and privately-sponsored work may be included. Experience gained through previous contracts to LDEQ may be considered by LDEQ for proposal evaluation, whether or not listed by the proposer.

Each proposer should describe projects undertaken by his company during the past three (3) years (i.e., since August 2004). 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 Attachment 3 (Experience Table). The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the proposer should provide:

- (a) the name and address of the client (sponsoring agency or company);
- (b) the name and telephone number of the client's contact person;
- (c) the project title and contract number;
- (d) the starting and ending dates of the project (contract term);
- (e) the total dollar amount of the project; and
- (f) a brief description of the project.

Each proposer may include as many entries as he desires, however, only complete entries will be considered. Because LDEQ may contact a representative sample of the listed

clients as references during the evaluation process, proposers should verify that all client telephone numbers are current.

3.2.6 Subcontractors

Consultants who are not employees of the proposer shall be treated as subcontractors. All subcontractors necessary to conduct the work must be identified on Attachment 1 (Proposal Cover Sheet), including LELAP accredited laboratories. The proposer must provide a letter of agreement, a copy of a contract, or some other form of written commitment from any subcontractor who provides key personnel that are evaluated under Criterion 2, or company experience that is evaluated under Criterion 3. This commitment must demonstrate the subcontractor's willingness to provide the listed personnel or undertake his portion of the proposed project.

3.2.7 Price Proposal (Schedule of Prices)

Each proposer must submit a price proposal using LDEQ's pricing structure provided in RFP Attachment 4, Schedule of Prices. No other format is acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of LDEQ. LDEQ will review the information and issue any correction as an amendment to the solicitation.

To complete the "Schedule of Prices," each proposer shall provide unit rates or lump sums for the tasks listed. All proposed rates shall be all-inclusive, and shall include all wages/salaries, equipment, materials, travel, supplies, incidentals and expendables, duplication/copying, communications, postage and handling, air express, shipping and handling, all applicable taxes, premiums for all bonds and insurance, permits, licenses, contractor employee training costs, all costs for replacing any personnel, all overheads, general and administrative costs, and profit.

The cost of all required insurance or other liability guarantees must be included within the proposer's proposal price as part of his unit rates and may not be separately proposed or billed.

3.3 Elements for Financial Information (Volume II)

In a separate volume, proposals should include evidence demonstrating the proposer's financial capability to carry out this project. Proposers should submit:

- (a) Financial Statements reviewed by an independent CPA for the past three years;
- (b) notes to the Financial Statements; and
- (c) the CPA's Review Report for each year.

If the company has been in business for less than three years, proposer may substitute the following for this requirement:

- (a) Financial Statements reviewed by an independent CPA for each complete year in business and an interim Financial Statement reviewed by an independent CPA for the current year;
- (b) notes to the Financial Statements; and
- (c) the CPA's Review Report for the corresponding Financial Statements.

OR

if the above financial information is not available, the proposer should submit other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. a Performance Bond, letters from banks and other financial companies and a listing of debt including terms of any notes.

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., LDEQ records obtained in response to this RFP shall be available to the public unless LDEQ determines that the information requires confidentiality. In order to secure nondisclosure of information contained in its proposal, the proposer must submit a written request to the Secretary of LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws.

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

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

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

Upon completion of the Evaluation and Ranking Report, the highest rated proposal selected for award receives further evaluation through preparation of a Financial Statement Analysis. Prior to the award of any contract, the proposer must submit evidence of financial status sufficient to demonstrate its capability, and the capability of its subcontractors, to carry out the project.

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, LDEQ 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 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 LDEQ Secretary or his designee. The tentative selection is subject to the approval of the Secretary of LDEQ or his designee and the Louisiana Office of Contractual Review. The Secretary of LDEQ or his designee is the only individual who can legally commit LDEQ 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 Louisiana Office of Contractual Review.

4.2 Evaluation Criteria

All proposals will be evaluated according to the following weighted criteria:

- (1) 20% 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)

- (2) 20% 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)
- (3) 10% Qualifications and relevant experience of the proposer in providing wetlands related consulting services (Part III, Sections 3.2.5 and 3.2.6)
- (4) 50% Price (Part III, Section 3.2.7)

4.3 Price Evaluation Calculation

At the time of issuance of this RFP, the following information is unknown:

- (1) Location of sites to be assigned;
- (2) Number of sites to be assigned;
- (3) Discharge level of sites to be assigned;
- (4) General suitability of sites to be assigned;
- (5) Whether or not baseline studies will be performed.

Due to the inherent variables caused by the above unknown information, LDEQ will complete a financial model for each proposal in order to evaluate prices. Prices included by proposers in the Schedule of Prices table will be inserted by LDEQ into the Financial Evaluation Model. Such prices will be multiplied against weighted factors established by LDEQ.

The following information should be noted regarding the Financial Evaluation Model and the weighted factors included in the model:

- (1) Weight factors are established by LDEQ to place more emphasis on tasks *anticipated* as being assigned more than others;
- (2) Weight factors are used for proposal price evaluation purposes only, and do not reflect a fixed distribution of tasks;
- (3) The "Total Evaluation Price" is to be inserted into the formula included at the end of Section 4.3;
- (4) The "Total Evaluation Price" is used by LDEQ for evaluation purposes only and does not reflect the contract amount to be awarded; the contract resulting from the RFP process is to be awarded as described in RFP Part I, Section 1.2

Financial Evaluation Model - Information for
Evaluation of Prices (Table will be completed by LDEQ).

RFP Sections	Item Description	Unit	Weight Factor	Unit Rate	Line Total
SOW Sections 3.1 and 7.1	Commencement Conference to Discuss Overall Contract	Lump Sum	1	\$	

RFP Sections	Item Description	Unit	Weight Factor	Unit Rate	Line Total
SOW Sections 3.2 and 7.2	Initial Pre-consultation Site Visit (FS Task 1) and Consultation of the General Appraisal of the Suitability (FS Task 2) (regardless of discharge amount)	Lump Sum	8	\$	
Feasibility Studies – Up to 100,000 gallons per day					
SOW Sections 3.2 and 7.3	Completion and Submittal of Brief Preliminary Work Plan with QA/QC Information and Schedule for Completion of Evaluation (FS Task 3) Up to 100,000 gallons/day	Lump Sum	4	\$	
SOW Sections 3.2 and 7.4	Feasibility Study (FS Task 4) and Deliverable (FS Task 5) Up to 100,000 gallons/day	Lump Sum	4	\$	
Feasibility Studies – 100,000 to 1,000,000 gallons per day					
SOW Sections 3.2 and 7.3	Completion and Submittal of Brief Preliminary Work Plan with QA/QC Information and Schedule for Completion of Evaluation (FS Task 3) 100,000 to 1,000,000 gallons/day	Lump Sum	2	\$	
SOW Sections 3.2 and 7.4	Feasibility Study (FS Task 4) and Deliverable (FS Task 5) 100,000 to 1,000,000 gallons/day	Lump Sum	2	\$	
Feasibility Studies – over 1,000,000 gallons per day					
SOW Sections 3.2 and 7.3	Completion and Submittal of Brief Preliminary Work Plan with QA/QC Information and Schedule for Completion of Evaluation (FS Task 3) Over 1,000,000 gallons/day	Lump Sum	1	\$	
SOW Sections 3.2 and 7.4	Feasibility Study (FS Task 4) and Deliverable (FS Task 5) Over 1,000,000 gallons/day	Lump Sum	1	\$	
Feasibility Study related item, regardless of discharge amount					
SOW Section 7.5	Payment for additional acres above identified norm	Per Acre	50		

Baseline Studies – up to 100,000 gallons per day					
SOW Sections 3.3 and 7.6	Submittal of Brief Work Plan for Baseline Study (BS Task 1) Up to 100,000 gallons/day	Lump Sum	0.5	\$	
SOW Sections 3.3 and 7.7	Baseline Study of the Current Ecological Conditions of the Proposed Wetland (BS Task 2) and Baseline Study Final Report (BS Task 3) Up to 100,000 gallons/day	Lump Sum	0.5	\$	
Baseline Studies – 100,000 to 1,000,000 gallons per day					
SOW Sections 3.3 and 7.6	Submittal of Brief Work Plan for Baseline Study (BS Task 1) 100,000 to 1,000,000 gallons/day	Lump Sum	0.3	\$	
SOW Sections 3.3 and 7.7	Baseline Study of the Current Ecological Conditions of the Proposed Wetland (BS Task 2) and Baseline Study Final Report (BS Task 3) 100,000 to 1,000,000 gallons/day	Lump Sum	0.2	\$	
Baseline Studies – over 1,000,000 gallons per day					
SOW Sections 3.3 and 7.6	Submittal of Brief Work Plan for Baseline Study (BS Task 1) Over 1,000,000 gallons/day	Lump Sum	0.3	\$	
SOW Sections 3.3 and 7.7	Baseline Study of the Current Ecological Conditions of the Proposed Wetland (BS Task 2) and Baseline Study Final Report (BS Task 3) Over 1,000,000 gallons/day	Lump Sum	0.2	\$	
Baseline Study related item, regardless of discharge amount					
SOW Section 7.8	Payment for additional acres above identified norm	Per Acre	50	\$	
Public Meetings					
SOW Sections 3.5 and 7.9	Attendance at Public Meetings	Hourly Rate	6	\$	
TOTAL EVALUATION PRICE					

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

$$50 \quad \times \quad \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} \quad = \quad \text{Proposal price points}$$

4.4 Clarifications and Oral Presentations

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

Any or all proposers may be requested to make oral presentations of their proposals to enhance LDEQ’s understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be notified by the LDEQ Contracts and Grants Division on or before **October 5, 2007**. Presentations will be made by the selected proposers on **October 9, 2007**, at a time assigned by LDEQ.

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

4.5 Determination of Responsibility

Determination of the proposer’s responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. LDEQ is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless LDEQ has first determined that such person or firm is responsible according to the standards described in this section. LDEQ must find that the selected proposer:

- (a) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- (b) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements); and
- (c) is able to comply with the proposed or required time of delivery or performance schedule;

- (d) 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
- (e) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for LDEQ 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.

4.6 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, LDEQ estimates that the contract will be awarded by approximately **October 12, 2007**, and will issue a “Notification of Award” letter to the successful proposer. Unsuccessful proposers will also be notified of LDEQ’s decision in writing, and may request a post-award debriefing by contacting Laura McDonald at (225) 219-3812, or by e-mail at laura.mcdonald@la.gov.

4.7 Protest of the Solicitation or Award

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

Attachments to this RFP:

- (1) Proposal Cover Sheet
- (2) Statement of Work
- (3) Experience Table
- (4) LDEQ Schedule of Prices Form
- (5) Sample LDEQ Contract
- (6) Indemnification Agreement

ATTACHMENT 1. PROPOSAL COVER SHEET

Project Title: “Wetland Assimilation Feasibility”

Proposer:

Company Name: _____

Company Address: _____

Proposer’s Contact Person:

Name _____ Title _____

Address: _____

Telephone No. (_____) _____ FAX No. _____(_____) _____

Subcontractors (add lines as necessary):

<u>Name</u>	<u>Written commitment attached (Y/N)</u>
_____	_____
_____	_____

I hereby certify that:

1. This proposal will remain in effect for at least ninety (90) days from **September 24, 2007**.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Environmental Quality contract provisions (RFP Attachment 5).
5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.

Signature

Date

ATTACHMENT 2 STATEMENT OF WORK

“Wetland Assimilation Feasibility” Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality (LDEQ) is committed to protecting, preserving, and enhancing the wetlands of the State of Louisiana. To accomplish this, LDEQ requires the services of an experienced, qualified contractor to perform wetland assimilation feasibility assessments that may result in future wetland assimilation permits for municipalities. The municipalities chosen will be under the direction of the Permits Division, Municipal and General Permits Section.

2.0 BACKGROUND INFORMATION

Wetland assimilation projects have been permitted by LDEQ since the mid 1990's and have demonstrated the ability to uptake nutrients that are a major impairment to Louisiana receiving streams. This project is to provide funding for feasibility assessments by which small to medium sized Publicly Owned Treatment Works (POTWs) can take advantage of this technology. **Unless found unfeasible, a feasibility study shall result in a partially completed *LPDES permit application for wetland assimilation for natural wetlands and fastlands* or a feasibility study final report. The feasibility study and a partially completed application or report will typically not result in a baseline study under this contract. However, a baseline study MAY be approved on a case-by-case basis depending upon the needs of the facility and the fund limitation of the grant.**

3.0 REQUIREMENTS OF THE CONTRACTOR

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment, transportation, meals, and lodging) necessary to perform the tasks described in this Statement of Work. The approach outlined below is required for this project. Due to the proposal evaluation process, LDEQ is unable to consider a different approach to the work.

3.1 COMMENCEMENT CONFERENCE TO DISCUSS OVERALL CONTRACT

Within ten (10) calendar days of LDEQ's Notice to Proceed, a commencement conference shall be held between the Contractor's key personnel (which can include key subcontractor staff as applicable) and LDEQ to discuss the commencement of the project and answer any questions regarding the project. The conference will be held at LDEQ Headquarters in Baton Rouge. LDEQ will prepare an agenda for the meeting, take 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 by him. The conference is not anticipated to exceed two (2) hours.

3.2 FEASIBILITY STUDY (FS) RELATED TASKS

FS Task 1 – Initial Pre-consultation site visit

As directed by LDEQ the contractor will initiate contact with the municipality and perform a site visit to gather and prepare a brief report of the following information needed to attend the consultation as described in FS Task 2 below:

- (1) A GIS delineation map indicating general location (general flow gradients and boundaries) and boundaries of the assimilation area.
- (2) The type(s) of proposed wetlands.
- (3) The amount of available wetlands.
- (4) The amount of wetlands needed.
- (5) Any land ownership or land acquisition issues.

Land Ownership Issues

Land ownership determinations are the responsibility of the Contractor (or subcontractor, should subcontracting arrangements apply). Landowner research is required for the present owner only. Title abstract is not required for each property in the discharge location. A comprehensive list of landowners, landowner map and availability of ownership and/or easement agreements is to be done as part of FS Task 4 - Subtask E. Any landowner use *issues*, such as accessibility of the wetland property for further study (see (5) of FS Task 1) should be discovered at initial contact with the prospective facility. Current tax records would be considered sufficient for land owner determinations and contact lists. In addition, landowners will need to be contacted to complete Subtask E of Task 4.

The initial pre-consultation site visit shall be completed within **two (2) weeks** from LDEQ's initiation of the above work unless an extension is granted by LDEQ.

FS Task 2 – Consultation of the general suitability appraisal (wetland type and acres for assimilation)

The contractor shall hold a consultation with the Department and the municipality to *discuss the general suitability appraisal* of the type of wetlands and the available amount needed for assimilation. The contractor shall present any known issues (i.e. land ownership, availability, acquisition availability that could be detrimental to the project, proximity of the treatment plant to the wetland, etc.). The contractor will be responsible for arranging such consultations between LDEQ, himself and the municipality. The Department shall be given at least five (5) business days notice prior to the meeting. The consultation shall be **completed within one week pending meeting availability**.

FS Task 3 – Completion and submittal of a brief preliminary work plan with QA/QC information and a schedule for completion of the evaluation.

A preliminary work plan shall be submitted to LDEQ **within ten (10) working days** of the above meeting described in FS Task 2 or unless otherwise directed by LDEQ, and shall consist of a general approach to the scope of work for the specific site as detailed in

the following tasks. The site specific work plan shall include a detailed QA/QC Plan, as well as an anticipated schedule for the completion of each task. LDEQ will review and respond within ten (10) working days. The contractor shall respond to any comments from LDEQ within an acceptable amount of time. Time frames shall be adjusted as necessary. Three (3) hard copies shall be mailed to:

Attention: LDEQ Project Manager
Office of Environmental Services
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313

FS Task 4 – Feasibility Study

LDEQ will instruct the contractor to proceed with a feasibility study. At this time, LDEQ will instruct the contractor of the appointed LDEQ Project Manager for this project and of the type of deliverable to be submitted at the end of the feasibility study (application or report). The feasibility study shall be completed within **six (6) weeks** from LDEQ's approval of the above work plan (FS Task 3) unless an extension is granted in writing by LDEQ. LDEQ will set a deadline for the deliverable.

The feasibility study shall consist of the following subtasks:

FS Subtask A – A Delineation of the available wetland area (final site).

FS Subtask B – A description and suitability of the type classification of wetland(s) and of the vegetation of the proposed wetland(s) area.

FS Subtask C – The number of acres of wetlands required for assimilation.

FS Subtask D – A list of uses that exist within the wetland area (i.e., hunting, fishing, swimming, oyster propagation, etc.).

FS Subtask E – A list of landowners and a map showing ownership that is affected by the proposed wetland assimilation discharge and the availability of ownership and/or easement agreements.

FS Subtask F – Location (latitude and longitude coordinates) of three main sampling plots in the assimilation area and one reference (control) sampling plot. The three main plots in the assimilation area must be located near the outfalls, midway from the outfall, and at the outlet perpendicular to the hydrological gradient. The reference (control) sampling plot typically represents undisturbed habitat, with similar characteristics of the assimilation area. Whenever possible, the reference area should be located within the region where the assimilation takes place to maximize the comparability and to allow evaluation of natural variations within the system.

FS Subtask G – Hydrology and hydrograph of the proposed assimilation area and possible distribution system layout.

FS Subtask H – Long-term average loading rates (and basis for calculations) to the wetland. Loading rates are not to exceed 15g TN/m²/yr and 4g TP/m²/yr.

FS Task 5 – Deliverables.

The deliverable shall consist of either a feasibility study final report or completion of the LPDES permit application portion pertaining to wetland assimilation projects.

- (1) A feasibility study final report (three hard copies) shall be submitted to the designated LDEQ Project Manager by the deadline previously set by LDEQ. The department will review and respond back to the contractor in ten (10) working days from receipt of the report.

Attention: LDEQ Project Manager
Office of Environmental Services
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313

- (2) Completion of the *LPDES Permit Application to Discharge Treated Sanitary Wastewater into a Natural Wetland or Fastland (WPS-WAP)* that pertains to FS Subtask A-H listed above (three hard copies) shall be delivered to the designated LDEQ Project Manager (see address above) by the deadline previously set by LDEQ. The department will review and respond back to the contractor in ten (10) working days from receipt of the partially completed application.

All of the following information requested in the application applies to wetland assimilation projects and shall be filled out:

Section III. Discharge Information

- B. Provide a description and coordinates of the layout or potential layout of the distribution system into the assimilation area.

Section IV. Assimilation Information

- A. Provide a description of the type (classification) of wetland(s).
- B. Provide a description of the type of vegetation.
- C. Provide the number of acres of wetlands to be used for assimilation.
- D. Provide a list of the uses that exist within the assimilation area.
- E. Provide a list of the landowners and a map indicating each landowner.
- F. Provide a copy of all agreements for land purchase(s) and/or easement(s).

- G. Provide latitude and longitude coordinates of the three main sampling plots in the assimilation area and the reference (control) sampling plot.
- H. Provide a description of the hydrology of the wetlands.
- I. Provide the proposed loading rates for nutrients in the assimilation area.

The contractor may request time extensions from LDEQ. Time frames shall be adjusted as necessary.

3.3 BASELINE STUDY (BS) RELATED TASKS, AS APPLICABLE

BS Task 1 – Completion and submittal of a brief work plan for a baseline study.

LDEQ does not anticipate baseline studies to be performed under this contract. However, this task is included in the contract on an as needed basis. Note: construction of boardwalks is not a requirement under this contract.

This task will only be completed if directed by LDEQ. For this task, approval will be in writing from LDEQ prior to beginning any baseline study related work.

A preliminary work plan shall be completed and submitted within ten (10) working days of LDEQ's approval of work pertaining to a baseline study. The site specific work plan shall include a detailed QA/QC as well as an anticipated schedule for the completion of each task. LDEQ will review and respond within ten (10) working days. The contractor shall respond to any comments from LDEQ within an acceptable amount of time. Time frames shall be adjusted as necessary. Three (3) hard copies shall be mailed to:

Attention: LDEQ Project Manager
Office of Environmental Services
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313

BS Task 2 - A baseline study of the current ecological conditions of the proposed wetland.

The baseline study shall be completed within **twelve (12) months** from LDEQ approval of the above work plan (BS Task 1). The contract may need to be extended if needed due to the time frame of this study, not to exceed 36 months.

The baseline study shall consist of the following subtasks:

BS Subtask A – Vegetation Analysis

Sampling and diameter measurements of present vegetation are to be used to determine the aboveground net primary production. This will include classification of the present vegetation and determination of the percentage of total cover from each vegetative species. This initial sampling will provide

information that will be compared to later sampling in order to determine whether dominance and species diversity of the community is being altered.

Aboveground biomass. Above ground biomass production of a forested wetland is defined as the sum of the leaf and fruit fall (ephemeral productivity) and aboveground wood production (perennial productivity, Newbould 1967). To measure tree production in both the treatment site (i.e. the near the outfall, the mid and the outflow) and the reference (control) site, two (2) standard plots (i.e. between 16 x 16 meters, 20 x 20 meters, 20 x 25 meters, or 25 x 25 meters) are established at each site. The plots shall be orientated perpendicular to the hydrological gradient.

Leaf litter sampling. Boxes 0.25m² shall be constructed for leaf litter collection. The boxes shall have a screened bottom (1 mm mesh) and sides approximately 10 cm wide. Each plot is to contain a minimum of six (6) randomly placed boxes and at least two boxes are to be installed in each subplot. These boxes are to be elevated to prevent possible flooding during periods of high water. Leaf litter collection shall be performed every two (2) months or monthly (especially during the fall and winter months when litter fall is expected to be the highest) for a period of one year. The leaf litter will include all non-woody litter (i.e. flowers, fruits, and seeds) which typically accounts for 10% of the non-woody litter fall total (Magonigal and Day 1988). The leaf litter is to be separated from the woody litter and dried to constant mass at 65° C and then weighed. The monthly litter fall amount will be added for each leaf litter box and an annual leaf litter fall will be estimated to gm⁻² yr⁻¹ unit.

Diameter measurements. In order to determine perennial productivity, stem biomass is to be estimated from annual changes in wood biomass calculated using allometric equations based on stem diameter at breast height (dbh~0.3m) as the independent variable (Table 1). The diameter at breast height (dbh) of all trees ≥10 cm in all standard plots will be measured above and below (~ 5 cm) an aluminum identification tag during the winter dormant months. Diameter on large cypress trees are to be measured above the butt swell. Tree species shall be recorded. Woody production is to be calculated using regression equations (Scott et al. 1985; Magonigal et al. 1997, Table 1) based on diameter for each species as the independent variable to convert stem diameter to overall perennial biomass will be estimated to gm⁻²yr⁻¹ units. We assume that the contribution of wood and stems <10 cm dbh and herbs will be a relatively small fraction of above-ground net primary production (Magonigal et al. 1997). From year to year, the change in biomass from one winter's measurement to the next will represent woody production.

Table 1. Regression equations used to convert diameter at breast height (DBH) measurements to overall perennial biomass. All equations are in the form: Biomass = f (DBH), where biomass is in kg, DBH is in cm and f is the parameterized function.

Species	Biomass f(D)	DBH Range	Reference
<i>Fraxinus spp.</i>	Biomass (kg) = $(2.669 * ((DBH_{cm} * 0.394)^{1.16332}))^{0.454}$	>10 cm	Megonigal et al. '97
<i>Taxodium distichum</i>	Biomass (kg) = $10^{(-.97 + 2.34 * \text{LOG}_{10}(DBH_{cm}))}$	>10 cm	Megonigal et al. '97
<i>Nyssa aquatica</i>	Biomass (kg) = $(2.39959 * ((DBH_{cm} * 0.394)^2)^{1.2003})^{0.454}$	10-28 cm	Megonigal et al. '97
<i>Acer rubrum</i>	Biomass (kg) = $(3.15067 * ((DBH_{cm} * 0.394)^2)^{1.21955})^{0.45}$	10-28 cm	Megonigal et al. '97
<i>Quercus nigra</i>	Biomass (kg) = $(5.99898 * ((DBH_{cm} * 0.394)^2)^{1.08527})^{0.45}$	>28 cm	Megonigal et al. '97
<i>Salix spp.</i>	Biomass (kg) = $10^{(-1.5 + 2.78 * \text{LOG}_{10}(DBH_{cm}))}$	n.a.	Scott et al. 1985
	Biomass (kg) = $(2.54671 * ((DBH_{cm} * 0.394)^2)^{1.20138})^{0.45}$	10-28 cm	Megonigal et al. '97
	Biomass (kg) = $(1.80526 * ((DBH_{cm} * 0.394)^2)^{1.27313})^{0.45}$	>28 cm	Megonigal et al. '97
<i>Other Species</i>			

Aboveground net primary production (NPP). Aboveground net primary production (NPP) is calculated using the sum of leaf litter and wood biomass, given in $\text{gm}^{-2}\text{yr}^{-1}$ units.

Marsh grass above ground productivity (for baseline studies for marshes). Net production in areas dominated by non-woody herbaceous vegetation is to be determined by end of season live (EOSL) biomass analysis. Sampling should be conducted during the last week of September or the first week of October. At least five (5) 0.06m^2 clip plots are to be taken at each location using randomly placed quadrants. Vegetation within the quadrant will be cut as close to the surface as possible, stored in labeled paper bags, brought back to the laboratory, and refrigerated until processing. Live material is to be separated from the dead material and dried at 60°C to a constant weight. All data will be presented on a live dry weight per square meter basis (g dry wt m^{-2}).

Understory vegetation density and basal area. Diameter breast height (dbh) shrubs, saplings (>2.5 cm dbh and < 10 cm dbh), and seedlings (<2.5 cm dbh) are to be tabulated by species in a 5 m x 5 m plot established in each sampling plot. Density and basal area is calculated for trees and density is calculated for sapling and seedlings.

The cover for herbaceous vegetation is determined by a modified line-intercept technique modeled after that proposed by DS&N, Inc.(1988). This method consists of observations made of plant species occurring along a 1m x 10 m transect located at the eastern edge of each sample plot. Each 10 m section is divided into 1 m x 1 m intervals. Species cover is determined on the basis of the percent cover occupied within each 1 m x 10 m plot. Measurements will be taken at least one time during the one year study.

Tree Species Composition. The importance value of all major tree species in both the treatment and the control plots is based on the relative density, the relative dominance, and the frequency of occurrence in each sample plot using the following equations:

- (1) Relative density = (individuals of a species)/(total individuals of all species)

- (2) Relative dominance = (total basal area of a species)/(total basal area of all species)
- (3) Relative frequency = (frequency of species)/(total frequency of all species in area)
- (4) Importance Value = Relative density + Relative dominance + Relative Frequency

Nutrient and metals analysis of green leaves

Green leaf samples are collected from the major species from all treatment and control areas once during the one year baseline study. Samples are oven dried at 70° C for at least 48 hours, ground and passed through a 40 mesh screen and stored in whirl-pak bags. Samples are analyzed in the laboratory and the following parameters are measured: Mg, Pb, Cd, Cr, Cu, Zn, Fe, Ni, Ag, Se, TKN and TP. A tissue analyses should be performed using a wet digestion method.

BS Subtask B – Sediment analysis for metals and nutrients

Sediment Cores. One sediment core is to be taken from each sample site (treatment and control) with a 7.5 cm stainless steel corer. Debris litter is removed from the 10 to 20 cm samples. The samples are separated by horizon, dried, ground and analyzed. The following parameters are measured: pH, electrical conductivity (EC), Mg, Pb, Cd, Cr, Cu, Zn, Fe, Ni, Ag, Se, NH₃-N, NO₂+NO₃-N, PO₄-P, TKN, and TP. All elemental analyses are to be done by using an inductively coupled argon plasma quantometer (ICP). The results are based on oven dry weight and reported as the average of duplicate analyses within a 10% confidence interval.

BS Subtask C – Water level measurements/analyses.

Water level measurements. Measurements of daily water level taken at the treatment and control sample sites using automatic water level recorders. Water levels is recorded once a day. The data is recorded. The data is referenced to the ground so that positive values indicate flooding and negative values indicate a subsurface groundwater table.

BS Subtask D – Analysis of the surface water.

Surface water analysis. Water quality is measured at all treatment sites, the control site, and at the discharge pipe. The following parameters are measured: dissolved oxygen, water temperature, pH, TDS, nutrients, total suspended solids, biological oxygen demand, Mg, K, S, Na, Ca, B, P, Pb, Zn, Cr, Si, Co, Fe, Mn, Ni, Al, Cd, Cu, F, Cl, Br, NO₃, NO₂, PO₄, SO₄, and fecal coliform. All data is recorded to be used and compared to yearly sampling.

Dissolved oxygen (DO) and water temperature is measured using a Yellow Springs Instrument Co. meter or an ORION Model 820 Dissolved Oxygen meter or equivalent. The probe is to be calibrated within four (4) hours of use with a known standard (100% air saturation).

Total dissolved solids (TDS) and pH are made in the field using a Corning Checkmate M90 Field System or equivalent. Water samples are to be collected in 500 ml polyethylene bottles and returned to the laboratory where pH will be measured again in the lab using a Jenco Markson pH meter, Model 6100 or equivalent.

Nutrients are measured by taking discrete water samples 5 to 10 cm below the water surface with effort taken not to stir the bottom sediments or include any film that may be present on the water surface. Samples are collected in 500 ml acid washed polyethylene bottles. The samples are to be immediately stored at 4° C, on ice, for preservation. The samples are to be transported to an analytical laboratory and filtered and sub-sampled within 24 hours. Samples analyzed for NO₂ + NO₃, NH₄ and PO₄ are to be filtered in the laboratory using 0.45 um Whatman GF/F glass fiber filters or equivalent, and unfiltered samples are to be sub-sampled into 125 mL bottles. Both filtered and unfiltered samples are to be frozen until analysis. The samples are to be analyzed for nitrite + nitrate (NO₂+NO₃-N), ammonium (NH₄-N), total nitrogen (TN), total phosphorus (TP), and phosphate (PO₄-P) by a USEPA and LDEQ approved analytical laboratory using Standard Methods.

Total suspended solids (TSS) are to be determined by filtering 100-200 mL of sample water through re-rinsed, dried and weighed 47 mm 0.45 um Whatman GF/F glass fiber filters. Filters are to be dried for 1 hour at 105° C, weighed, dried for another 15 minutes, and re-weighed for quality assurance (Standard Methods 1992).

Biological Oxygen Demand (BOD₅) samples are to be collected in standard 300 ml glass BOD bottles. BOD₅ analysis will be from water samples collected in 500ml polyethylene bottles, stored on ice and taken to the laboratory for analysis. Initial dissolved oxygen is to be measured within 24 hours. Final dissolved oxygen is to be measured after five (5) days of incubation at 20° C.

ICAP Analysis consists of water samples collected from the effluent pipe and surface water in the treatment and control areas for both ICAP and IC analysis. The following will be measured: Mg, K, S, Na, Ca, B, P, Pb, Zn, Cr, Si, Co, Fe, Mn, Ni, Al, Cd, Cu, F, Cl, Br, NO₃, NO₂, PO₄, SO₄.

Coliform Analysis consists of testing for fecal coliform (i.e. *Escherichia coli*) using a membrane filtration as a field preparation, and then sent to an EPA certified laboratory for analysis. Ten (10) ml sample of water is to be passed through a 0.45 micron filter. The filter is to be stored in a sterile Petri dish and brought within eight (8) hours to a certified laboratory for analysis.

BS Subtask E – Accretion measurement.

Accretion measurement. Accretion is to be measured at all treatment sites and control sites. Vertical accretion is a measurement of the buildup of organic and inorganic material above an initially paced feldspar marker horizon laid upon the marsh surface.

Cryogenic cores are to be taken one time during the one year baseline study, usually in either the spring or fall. The depth of the marker below the surface is to be measured to the nearest millimeter. Elevation change is to be measured with a sedimentation-erosion table (SET). SET stations are to be established adjacent to the markers and SET readings are to be taken when the markers are laid and at each accretion sampling interval. The SET is a leveling device attached to a benchmark pipe driven into the marsh surface. The pipe assumed to be a stable datum for the period of study. Nine pins located at the end of an accurately leveled horizontal arm is lowered to the marsh surface to measure elevation with an accuracy of plus or minus 2 mm. Pin readings are to be taken at 4 fixed positions of the arm at each pipe. The reference datum for the estimate of shallow subsidence is the bottom of the SET pipe, usually 3-5 m below the marsh surface. The SET pipes are driven with a sledge hammer as far as possible (3.5-4 m).

BS Task 3 - A baseline study final report.

Deliverable. A baseline study final report shall be submitted to the designated LDEQ Project Manager, twelve (12) months from the date LDEQ approved the work, detailing the above BS Subtasks (A – E):

Attention: LDEQ Project Manager
Office of Environmental Services
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313

3.4 LABORATORY ACCREDITATION

LAC 33:I.Subpart 3, Chapters 45-59 provide requirements for an accreditation program specifically applicable to commercial laboratories, wherever located, that provide chemical analyses, analytical results, or other test data to the department, by contract or by agreement, and the data is:

- (1) Submitted on behalf of any facility, as defined in R.S.30:2004;
- (2) Required as part of any permit application;
- (3) Required by order of the department;
- (4) Required to be included on any monitoring reports submitted to the department;
- (5) Required to be submitted by contractor
- (6) Otherwise required by department regulations.

The department laboratory accreditation program is designed to ensure the accuracy, precision, and reliability of the data generated, as well as the use of department-approved methodologies in generation of that data. Laboratory data generated by commercial environmental laboratories that are not accredited under these regulations will not be accepted by the department. Retesting of analysis will be required by an accredited commercial laboratory.

Regulations on the Environmental Laboratory Accreditation Program and a list of labs that have applied for accreditation, are available on the department website located at:

<http://www.deq.state.la.us/laboratory/index.htm>

Questions concerning the program may be directed to (225) 219-9800.

3.5 ATTEND PUBLIC MEETINGS

The Contractor shall attend public meetings if needed as directed by LDEQ to answer questions from the community and local officials regarding the proposed project. These meetings, if needed, are intended to be informative for the community and are separate from any meetings described in FS Task 1 and FS Task 2.

4.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management to ensure the successful completion of the contract. The Contractor shall plan and supervise all tasks efficiently and with his best skill and attention. The 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:
 - (a) invoicing;
 - (b) changes to the contract;
 - (c) resolving disputes between the Contractor and LDEQ; and
 - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings;
- (4) record-keeping; and
- (5) preparation and submission of submittals and deliverables.

4.1 Compliance with Laws and Regulations

The Contractor and/or any subcontractors used by the Contractor shall, on his own time, and at his own expense, secure all permits, licenses, and certificates that may be required of him by law for the performance of the requirements of the contract. The Contractor shall comply with all federal, state and local laws, ordinances, rules, and regulations relating to the performance of this work. 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 29 CFR 1910.120 and all Occupational Health and Safety Administration requirements, all applicable federal, state and local laws regulations, ordinances, and codes used in planning and implementing site health and safety. In the event of conflict between any of these requirements, the more stringent requirement shall be followed. The H&SP shall be made available for LDEQ review upon request.

4.2 Overall Summary of Scope of Work Progression

TASK	SUMMARY OF WORK	TIME LIMIT
FS Task 1	LDEQ contacts contractor. Contractor contacts municipality. Contractor performs site visit to gather suitability information.	Two (2) weeks
↓		
FS Task 2	Contractor sets up a meeting with LDEQ and the municipality to discuss wetland suitability. Requires a five (5) day advanced notice.	One (1) week
↓		
CONTINUE		STOP
If wetlands are suitable, available, and there is enough acres.		If wetlands are found to be unsuitable, unavailable, and there is <u>not</u> enough acres.
↓		
FS Task 3	Contractor is given approval to proceed. Contractor prepares preliminary work plan.	Ten (10) working days
	Contractor submits preliminary work plan to LDEQ. LDEQ reviews preliminary work plan.	Ten (10) working days
↓		
FS Task 4	Upon LDEQ approval of preliminary work plan LDEQ instructs contractor to proceed with the feasibility study. LDEQ instructs the contractor of the type of deliverable to be submitted at the end of the feasibility study. LDEQ sets a deadline date for the deliverable.	Six (6) weeks
↓		
FS Task 5	Deliverable submitted to LDEQ	LDEQ Deadline
↓		
CONTINUE		STOP
LDEQ elects to fund a baseline study.		LDEQ <u>does not</u> elect to fund a baseline study.
↓		
BS Task 1	LDEQ instructs contractor to proceed with baseline study. Contractor prepares preliminary work plan.	Ten (10) working days
	Contractor submits preliminary work plan to LDEQ. LDEQ reviews preliminary work plan.	Ten (10) working days
↓		
BS Task 2	Upon LDEQ approval of preliminary work plan LDEQ instructs contractor to proceed with the baseline study. LDEQ sets a deadline date for the deliverable.	12 months
↓		
FS Task 3	Deliverable submitted to LDEQ	LDEQ Deadline

4.3 Deliverables

See feasibility and baseline study sections for information on deliverable requirements.

4.4 Project Communication

The Contractor shall maintain communications and coordination with LDEQ personnel, including reporting problems encountered in performing this work and notifying LDEQ of schedule delays. Interim conference calls may be required.

4.5 Subcontractors

All subcontractors used by the Contractor for this project must be identified in the Contractor's proposal or approved in writing by LDEQ before performing any work under this contract. The prime contractor shall be the sole point of contact regarding subcontracted services provided to LDEQ. LDEQ will not accept deliverables directly from subcontractors.

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

4.6 Substitution of Personnel

To ensure efficiency and continuity, the Contractor's key project management personnel shall remain assigned to the contract until its completion. If, during the course of the contract, the Contractor finds that he cannot provide the personnel listed in his accepted proposal, the Contractor must request permission in writing from LDEQ to provide a substitute. This request must be approved by LDEQ before the proposed replacement does any work on this contract, and shall include:

- (1) justification of the need for any such substitution;
- (2) a narrative establishing that the proposed substitute is at least equal in education, qualifications, and experience to the person being replaced; and
- (3) a résumé for the proposed substitute.

LDEQ reserves the right to require the replacement of any person working on this contract who is determined by LDEQ to be unresponsive to the needs of LDEQ as defined by the contract.

4.7 Completion of Site Activities

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

Any damage to the site caused by his operations and/or equipment shall be repaired by the Contractor.

4.8 Correction of Deficient Work

If required by LDEQ, prior to payment, the Contractor shall promptly, without additional cost to LDEQ, correct any deficient work performed by him. 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 LDEQ, LDEQ may have the deficiency corrected by a separate party. All costs to LDEQ for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

5.0 LDEQ RESPONSIBILITIES

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

- (1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);
- (2) provide LDEQ materials (documents, reports, photographs, etc.) for the Contractor's work as available;
- (3) monitor the Contractor's work through telephone communications, meetings, and e-mails.
- (4) review, require revision as necessary, and accept deliverables and submittals; and

LDEQ 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, LDEQ shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

6.0 GUIDANCE DOCUMENTS

EPA Guidance for Quality Assurance Project Plans, EPA QA/G-5, EPA/600/R-98/018, February, 1998;

Also see appendix to the SOW reference section.

7.0 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 the contract Schedule of Prices.

7.1 Payment for Commencement Conference to Discuss Overall Contract

The Commencement Conference payment item shall include all activities, resources, direct, and indirect costs necessary for the attendance by the Contractor, and subcontractor as applicable, at the commencement conference to be held at LDEQ Headquarters in Baton Rouge. Payment shall be made in one lump sum following the completion of the conference.

7.2 Payment for Initial Pre-Consultation Site Visit (FS Task 1) and Consultation of the General Appraisal of the Suitability (wetland type and acres for assimilation) (FS Task 2)

The Initial Pre-Consultation Site Visit (FS Task 1) and Consultation of the General Appraisal of the Suitability (FS Task 2) shall be grouped together under one lump sum, to include all direct and indirect costs related to these tasks. All travel costs related to FS Task 1 and FS Task 2 are to be built into the lump sum and shall not be paid separately. Payment for FS Task 1 and FS Task 2 together shall include all activities, resources, direct and indirect costs necessary for performance of these two tasks, regardless of discharge amount.

7.3 Payment for Completion and Submittal of Brief Preliminary Work Plan with QA/QC Information and Schedule for Completion of the Evaluation (FS Task 3)

The Completion and Submittal of Brief Work Plan with QA/QC Information and Schedule for Completion of the Evaluation (FS Task 3) payment item shall include all activities, resources, direct, and indirect costs necessary for performance of this task. Payment shall be broken down into three separate lump sums, based upon the amount of discharge:

- Up to 100,000 gallons per day
- 100,000 gallons to 1 million gallons per day
- Over 1 million gallons per day

7.4 Payment for Feasibility Study (FS Task 4) and Deliverables (FS Task 5)

The Feasibility Study (FS Task 4) and Deliverable (FS Task 5) shall be grouped together under one lump sum. Payment shall be made upon LDEQ approval of the submittal. Payment for FS Task 4 and FS Task 5 together shall include all activities, resources, direct and indirect costs necessary for performance of these two tasks, including, but not limited to analytical services, as applicable. All travel costs related to FS Task 4 and FS Task 5 are to be built into the lump sum and shall not be paid separately. No cost distinction shall be made between the preparation of the feasibility study final report or the LPDES permit application, as LDEQ anticipates the efforts required for these two submittals to be comparable. Payment for FS Task 4 and FS Task 5 together shall be broken down into three separate lump sums, based upon the amount of discharge:

- Up to 100,000 gallons per day, typically less than 100 acres
- 100,000 gallons to 1 million gallons per day, typically less than 500 acres
- Over 1 million gallons per day, typically less than 500 acres per million gallons per day

7.5 Payment for Additional Acres Above Identified Norm – Feasibility Studies

LDEQ has identified the typical acreage within each discharge level breakdown:

- Up to 100,000 gallons per day, typically less than 100 acres
- 100,000 gallons to 1 million gallons per day, typically less than 500 acres
- Over 1 million gallons per day, typically less than 500 acres per million gallons per day

Any acreage which exceeds the established norm will be paid at a per acre rate. The unit rate per acre will include all direct and indirect costs caused by increased efforts due to additional acreage.

7.6 Payment for Submittal of Brief Work Plan for Baseline Study (BS Task 1)

The Submittal of Brief Work Plan for Baseline Study (BS Task 1) payment item shall include all activities, resources, direct and indirect costs necessary for performance of this task. Payment shall be made upon LDEQ approval of the submittal. Payment shall be broken down into three separate lump sums, based upon the amount of discharge:

- Up to 100,000 gallons per day
- 100,000 gallons to 1 million gallons per day
- Over 1 million gallons per day

7.7 Payment for Baseline Study of the Current Ecological Conditions of the Proposed Wetland (BS Task 2) and Baseline Study Final Report (BS Task 3)

The Baseline Study of the Current Ecological Conditions of the Proposed Wetland (BS Task 2) and Baseline Study Final Report (BS Task 3) shall be grouped together under one lump sum. Payment for BS Task 2 and BS Task 3 together shall include all activities, resources, direct and indirect costs necessary for performance of these two tasks, including, but not limited to analytical services, as applicable. All travel costs related to BS Task 2 and BS Task 3 are to be built into the lump sum and shall not be paid separately. Payment shall be broken down into three separate lump sums, based upon the amount of discharge:

- Up to 100,000 gallons per day
- 100,000 gallons to 1 million gallons per day
- Over 1 million gallons per day

LDEQ will consider partial or progress payments for BS Task 2 activities on a case by case basis. In such cases, LDEQ will use 75% of the combined BS Task 2 and BS Task 3 lump sum; 25% will be retained pending submittal and approval of the Baseline Study Final Report. The 75% will be divided by four (4) to allow for quarterly progress payments during the twelve (12) month baseline study (BS Task 2).

7.8 Payment for Additional Acres Above Identified Norm – Baseline Studies

LDEQ has identified the typical acreage within each discharge level breakdown:

- Up to 100,000 gallons per day, typically less than 100 acres
- 100,000 gallons to 1 million gallons per day, typically less than 500 acres
- Over 1 million gallons per day, typically less than 500 acres per million gallons per day

Any acreage which exceeds the established norm will be paid at a per acre rate. The unit rate per acre will include all direct and indirect costs caused by increased efforts due to additional acreage.

7.9 Payment for Attendance at Public Meetings

The Attendance at Public Meetings payment item shall be based on an hourly rate and shall include all resources, activities, direct, and indirect costs necessary for performance of this task. All travel costs related to attendance at public meetings are to be built into the hourly rate and shall not be paid separately. The hours billed shall be limited to actual meeting attendance hours. The hourly rate shall not be billed during travel time.

APPENDIX TO ATTACHMENT 2, STATEMENT OF WORK

References:

Day, J. W., J. Lindsey, J. N. Day, and R. R. Lane. *The Use of Louisiana Swamp Forests for Application of Treated Municipal Wastewater: Standard Operating Procedures for Monitoring the Effects of Effluent Discharge.*

Megonigal, J. P., and F. P. Day. 1988. Organic matter dynamics in four seasonally flooded communities of the Great Dismal Swamp. *American Journal of Botany*. 75: 1334-1343.

Megonigal, J. P., W. H. Conner, S. Kroeger and R. R. Shartz. 1997. Aboveground production in southeastern floodplain forests: a test of the subsidy-stress hypothesis. *Ecology*. 78: 370-384.

Scott, M. L., R. R. Sharitz and L. C. Lee. 1985. Disturbance in a Cypress-Tupelo wetland: an interaction between thermal loading and hydrology. *Wetlands*. 5:53-68.

ATTACHMENT 3. RELEVANT EXPERIENCE

"Wetland Assimilation Feasibility"

(Enlarge or duplicate table as necessary)

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

ATTACHMENT 4. SCHEDULE OF PRICES

"Wetland Assimilation Feasibility"
Louisiana Department of Environmental Quality

"Wetland Assimilation Feasibility"		
TASK	UNIT	UNIT RATE¹
Commencement Conference to Discuss Overall Contract SOW Sections 3.1 and 7.1	Lump sum	\$
Initial Pre-consultation Site Visit (FS Task 1) and Consultation of the General Appraisal of the Suitability (FS Task 2) SOW Sections 3.2 and 7.2 (regardless of discharge amount)	Lump sum	\$
Feasibility Studies – Up to 100,000 gallons per day		
Completion and Submittal of Brief Preliminary Work Plan with QA/QC Information and Schedule for Completion of Evaluation (FS Task 3) SOW Sections 3.2 and 7.3 Up to 100,000 gallons/day	Lump sum	\$
Feasibility Study (FS Task 4) and Deliverable (FS Task 5) SOW Sections 3.2 and 7.4 Up to 100,000 gallons/day Typically less than 100 acres	Lump sum	\$
Feasibility Studies – 100,000 to 1,000,000 gallons per day		
Completion and Submittal of Brief Preliminary Work Plan with QA/QC Information and Schedule for Completion of Evaluation (FS Task 3) SOW Sections 3.2 and 7.3 100,000 to 1,000,000 gallons/day	Lump sum	\$
Feasibility Study (FS Task 4) and Deliverable (FS Task 5) SOW Sections 3.2 and 7.4 100,000 to 1,000,000 gallons/day Typically less than 500 acres	Lump sum	\$

Feasibility Studies - over 1,000,000 gallons per day		
Completion and Submittal of Brief Preliminary Work Plan with QA/QC Information and Schedule for Completion of Evaluation (FS Task 3) SOW Sections 3.2 and 7.3 Over 1,000,000 gallons/day	Lump sum	\$
Feasibility Study (FS Task 4) and Deliverable (FS Task 5) SOW Sections 3.2 and 7.4 Over 1,000,000 gallons/day Typically less than 500 acres per million gallons per day	Lump sum	\$
Feasibility Study related item, regardless of discharge amount		
Payment for additional acres above identified norm – Feasibility Studies SOW Section 7.5	Per Acre	\$
Baseline Studies – up to 100,000 gallons per day		
Submittal of Brief Work Plan for Baseline Study (BS Task 1) SOW Sections 3.3 and 7.6 Up to 100,000 gallons/day	Lump Sum	\$
Baseline Study of the Current Ecological Conditions of the Proposed Wetland (BS Task 2) and Baseline Study Final Report (BS Task 3) SOW Sections 3.3 and 7.7 Up to 100,000 gallons/day Typically less than 100 acres	Lump Sum	\$

Baseline Studies – 100,000 to 1,000,000 gallons per day		
Submittal of Brief Work Plan for Baseline Study (BS Task 1) SOW Sections 3.3 and 7.6 100,000 to 1,000,000 gallons/day	Lump Sum	\$
Baseline Study of the Current Ecological Conditions of the Proposed Wetland (BS Task 2) and Baseline Study Final Report (BS Task 3) SOW Sections 3.3 and 7.7 100,000 to 1,000,000 gallons/day Typically less than 500 acres	Lump Sum	\$
Baseline Studies - over 1,000,000 gallons per day		
Submittal of Brief Work Plan for Baseline Study (BS Task 1) SOW Sections 3.3 and 7.6 Over 1,000,000 gallons/day	Lump Sum	\$
Baseline Study of the Current Ecological Conditions of the Proposed Wetland (BS Task 2) and Baseline Study Final Report (BS Task 3) SOW Sections 3.3 and 7.7 Over 1,000,000 gallons/day Typically less than 500 acres per million gallons per day	Lump Sum	\$
Baseline Study related item, regardless of discharge amounts		
Payment for additional acres above identified norm – Baseline Studies SOW Section 7.8	Per Acre	\$
Public Meetings		
Attendance at Public Meetings SOW Sections 3.5 and 7.9	Hour	\$

¹Note: All unit rates shall include all direct costs, indirect costs, and profit.

ATTACHMENT 5. SAMPLE LDEQ CONTRACT

"Wetland Assimilation Feasibility"

The contract offered to the successful proposer will have the following form and content:

THIS CONTRACT, made and entered into this _____ day of _____, 2007, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "LDEQ" or "the Department", and _____, officially domiciled at _____, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, LDEQ desires to retain the Contractor to provide technical information and professional expertise as hereinafter described; and

WHEREAS, a fee for the services to be provided by the Contractor pursuant to this contract has been mutually agreed upon by all parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

LDEQ hereby employs and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by LDEQ, 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 will be identified as "**Wetland Assimilation Feasibility**" with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to LDEQ in connection with this contract shall be identified by this Contract Number.

2. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by LDEQ, the proposal submitted by the Contractor in response to LDEQ'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 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.

3. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from December 1, 2007 through November 30, 2008. This period shall be known as the base contract. LDEQ reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract and shall be contingent upon funding by the Louisiana State Legislature.

4. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services, and facilities to perform the work as set forth in and Appendix A, Contractor's Proposal, and Appendix B, RFP Attachment 2, Statement of Work, attached hereto and made a part hereof.

5. 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's Office of Contractual Review, and participation in a post-award conference to be scheduled by LDEQ at its offices.

6. COMPENSATION

The amount which LDEQ 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 **\$200,000.00**. The prices resulting from the RFP process shall form the basis of payment, and shall remain in effect for the duration of the contract. Work performed by the Contractor during the term of the contract shall be paid at the unit rates listed in the Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

LDEQ will pay the Contractor only for actual work performed, and LDEQ does not guarantee a maximum payment amount to be earned by the Contractor. LDEQ 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 LDEQ 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 LDEQ 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, approved by the Office of Contractual Review, and shall be contingent upon funding by the Louisiana State Legislature. Any additional or out-of-scope work performed by the Contractor without written

authorization from LDEQ in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

7. 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.

8. LDEQ OBJECTIVES, MONITORING PLAN, AND PERFORMANCE MEASURES:

As required by R.S. 39:1498(7) and (8), LDEQ provides the following information:

- a. The goals and objectives of this contract are to perform wetland assimilation feasibility assessments that may result in future wetland assimilation permits for municipalities.
- b. LDEQ will monitor the progress and performance of the Contractor during the contract by:
 - (1) designating LDEQ staff to act as the Project and Contract Managers;
 - (2) ensuring the Contractor's completion of studies within the timeframes listed in the contract Scope of Services;
 - (3) reviewing, requiring correction as necessary, and approving all deliverables and submittals;
 - (4) meeting with the Contractor as necessary to provide guidance or answer questions; and
 - (5) requiring compliance with the Contractor's work plan(s) and QA/AC information.
- c. LDEQ will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

9. INVOICING AND PAYMENT

- a. Payment:

Payment to the Contractor for services rendered shall be made according to the payment units and rates provided in the contract Schedule of Prices based upon the actual amount of work performed. Payment for services rendered shall be made following the acceptance of deliverables. Such payments will be considered partial payments under the contract, and retainage will not be withheld.

b. Payment procedure:

The Contractor shall submit an invoice for each study, as applicable. Invoices must include:

- (1) the name and address of the Contractor;
- (2) identification of the study site and period of performance;
- (3) services performed and prices according to the Schedule of Prices;
- (4) the LDEQ Contract Number;
- (5) total contract amount;
- (6) invoice amount;
- (7) total invoiced to date; and
- (8) contract balance.

The Contractor shall submit an original and one copy of each invoice to:

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

Payments will be made by LDEQ within approximately thirty (30) days after receipt of an original and one (1) copy of a correct and complete invoice which has been first approved for payment by LDEQ's Office of Environmental Services.

10. DELIVERABLES

The Contractor shall provide to LDEQ the items specified in RFP Attachment 2, Statement of Work, as products of the services rendered under this contract. LDEQ reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

11. CORRECTION OF DEFICIENT WORK

If required by LDEQ, prior to payment, the Contractor shall promptly, without cost to LDEQ, 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 LDEQ, LDEQ 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 LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

12. 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 LDEQ 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 LDEQ.

13. 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 LDEQ and LDEQ shall not be restricted in any way whatever in its use of such material. In addition, at any time during the contract period, LDEQ 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 LDEQ.

14. 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 shall meet or exceed the requirements stated herein. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to LDEQ 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.

15. CONTRACTOR'S INSURANCE.

The Contractor shall procure 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, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's prices and shall not be separately billed.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office; form number GL

0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 93. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers' Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by LDEQ. At the option of LDEQ, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LDEQ, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. LDEQ, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LDEQ, its officers,

officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to LDEQ, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against LDEQ, its officers, officials, employees and volunteers, for losses arising from work performed by the Contractor for LDEQ.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to LDEQ.

E. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-:VI. This rating requirement may be waived for workers' compensation coverage only.

G. VERIFICATION OF COVERAGE

Contractor shall furnish LDEQ with certificates of insurance affecting coverage required by this clause (original and one copy). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must include the Contractor's name, the LDEQ contract number, the effective dates of the policy, and the level of coverage. LDEQ reserves the right to require complete, certified copies of all required insurance policies, at any time. The certificates must be received and approved by LDEQ before the Notice to Proceed will be issued.

The original certificates (and policies when required) shall be sent to:

Laura McDonald
Contracts and Grants Division
Louisiana Department of Environmental Quality
P.O. Box 4303
Baton Rouge, LA 70821-4303

H. RENEWAL OF INSURANCE

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

I. UNSATISFACTORY INSURANCE

If at any time any of the foregoing policies shall be or become unsatisfactory to LDEQ, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to LDEQ, the Contractor shall, upon notice to that effect from LDEQ:

- (1) promptly obtain a new policy;
- (2) submit the new policy to LDEQ for approval; and
- (3) submit a certificate thereof as herein above provided.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, LDEQ, at its option, may either suspend work under this contract, or proceed to default the Contractor and thereby terminate this contract. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

J. CANCELLATION OF INSURANCE

The certificates shall provide for thirty (30) days written notice to LDEQ prior to any cancellation, expiration, or non-renewal during the term of insurance required by this contract. Notices of cancellation shall be sent to LDEQ by registered mail, return receipt requested.

K. DISCLAIMER

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

16. INDEMNIFICATION AGREEMENT

The Contractor shall complete and return to LDEQ a signed Indemnification Agreement (Attachment 6), along with the insurance certificates required in Article 15, Contractor's Insurance.

17. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of LDEQ thereto; provided, however, that all claims for money due or to become due to the Contractor under this contract may be assigned to its bank, trust company, or other financial institution without such approval. Notice of any such assignment of transfer shall be furnished promptly to LDEQ.

18. SUCCESSORS AND ASSIGNS

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

19. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold LDEQ 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.

20. 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.

21. 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 Tax Identification Number _____.

22. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

23. COVENANT AGAINST CONTINGENT FEES

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

24. RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the LDEQ Internal Audit Section, 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.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred. All such materials shall be made 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 by LDEQ and/or Legislative Auditor. Copies thereof shall be furnished if requested.

25. ANTI-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, The Federal 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 Act of 1975, and the Americans with Disabilities Act of 1990.

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

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

26. CODE OF ETHICS FOR STATE EMPLOYEES

Contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission of Ethics for Public Employees. 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 official certifies that there is no conflict or violation of the Ethics Code.

27. REMEDIES

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

28. LABORATORY ACCREDITATION:

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Department's Environmental Laboratory Accreditation Program prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Appendix A, Scope of Services. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by the Department's Environmental Laboratory Accreditation Program in accordance with LAC 33:I.4501 through 5913. All analytical data must be submitted in a format approved by the DEQ project manager and shall meet the requirements of LAC 33:I.5313 and the 1999 NELAC Standard 5.13.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 1999 NELAC Standards. All analytical data must be submitted in a format approved by the DEQ project manager and meet the requirements of LAC 33:I.5313 and the 1999 NELAC Standard 5.13.

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 Appendix A, Scope of Services.

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 Appendix A. 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.

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 Department's 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 requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 1999 NELAC systems Standards at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the DEQ project manager and that meets the requirements of LAC 33:I.5313 and the 1999 NELAC Standard 5.13.

29. TERMINATION OF CONTRACT FOR CAUSE

If, in the determination of LDEQ, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract, LDEQ shall thereupon have the right to terminate this contract by giving written notice sent certified mail (return receipt requested) to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this contract shall, at the option of LDEQ, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. LDEQ 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 LDEQ for damages sustained by LDEQ by virtue of any breach of the contract by the Contractor, and LDEQ may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due LDEQ from the Contractor is determined.

30. TERMINATION FOR THE CONVENIENCE OF LDEQ

LDEQ may terminate this contract for the convenience of LDEQ at any time, by giving written notice to the Contractor by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in the preceding section shall, at the option of LDEQ, become its property. If the contract is terminated by LDEQ 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.

31. AMENDMENTS

All changes to the contract price or term shall require 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 Louisiana Office of Contractual Review. Verbal directives from any employee of LDEQ shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

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

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

WITNESS:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Thomas C. Bickham, III, Undersecretary

Chuck Carr Brown, Ph.D, Assistant Secretary
Office of Environmental Services

WITNESS:

CONTRACTOR:

**ATTACHMENT 6
INDEMNIFICATION AGREEMENT**

_____ agrees to protect, defend, indemnify, save, and hold
(Contractor)
harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its
officers, agents, servants and employees, including volunteers, from and against any and all
claims, demands, expense 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 _____, its agents, servants, and employees, or any and all
(Contractor)
costs, expense and/or attorney fees incurred by _____ as a result of
(Contractor)
any claim, demands, and/or causes of action except those claims, demands, and/or
causes of action arising out of the negligence of the State of Louisiana, all State Departments,
Agencies, Boards and Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to, provide defense for,
(Contractor)
and defend any such claim, demands, or suit at its sole expense and agrees to bear all other costs
and expenses related thereto, even if it (the claim, etc.) is groundless, false or fraudulent.

Accepted by: _____
Company Name

Signature

Title

Date accepted _____
Is the Certificate of Insurance attached? ____ Yes ____ No

Contract No. _____ for _____
(State Agency Number and Name)

Purpose of Contract: _____

