REQUEST FOR PROPOSALS

"Targeted Brownfields Assessment Services III"

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

RFP No: 2012-07-3901
Proposal Due Date/Time: June 18, 2012/3:00 p.m. CST____

Issue Date: May 17, 2012

REQUEST FOR PROPOSALS

"Targeted Brownfields Assessment Services III"
Louisiana Department of Environmental Quality

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REQUEST FOR PROPOSALS

"Targeted Brownfields Assessment Services III"
Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals (RFP)

The Louisiana Department of Environmental Quality, hereinafter referred to as "the Department", requires the services of a well-qualified contractor to provide assistance for planning and performing site assessments and development of remediation options. The goals are to supplement and work with other efforts under EPA's Brownfields Program to promote the cleanup and redevelopment of brownfields. The Department invites all qualified parties (companies and individuals) to submit proposals for providing these services. The Department reserves the right to award multiple contracts.

1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twenty four (24) months, beginning approximately September 1, 2012 and ending approximately August 31, 2014 with the option to renew for one additional year (not to exceed a total of 36 months). Compensation for contract services will be based on the Schedule of Prices A, B, C, & D (see RFP Section 3.2.7) and the unit rates resulting form the RFP process to be incorporated into the contract, with a maximum total contract amount to be determined by the Department upon contract award. The Department reserves the right to amend the contract to increase the total contract amount using the unit rates established in Attachment 2, Schedule of Prices A, B, C, & D. This contract and any amendments require the approval of the Division of Administration, Office of Contractual Review.

Although the contract will be federally funded in part, neither the United States Environmental Protection Agency, nor any other federal departments, agencies, or employees are, or will be, a party to this RFP or any resulting contract.

1.3 Proposal Preparation

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

1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the Department's Financial Services**

Division no later than 3:00 p.m. local time on or before June 1, 2012. Do not contact other Department program personnel with questions regarding this RFP.

Questions may be mailed to:

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

or submitted by e-mail to: _DEQ-Sect-Procurement@la.gov

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

Responses to these questions can be accessed by going to www.deq.louisiana.gov/RFP. Additionally, Questions and Answers will also be posted to LaPAC as an addendum to the RFP. It is the responsibility of potential proposers to check the web site prior to submitting their proposal to verify that they have the most recent updates (i.e. questions and answers, addendums, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.

1.5 Submission of Proposals

If you desire to submit a proposal, one (1) original of the technical proposal and financial information shall, and five (5) copies of the technical proposal should be submitted to the Louisiana Department of Environmental Quality (LDEQ), Financial Services Division, **no later than 3:00 p.m. local time on or before June 18, 2012. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

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

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

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

1.6 Changes, Addendum, or Withdrawal of Proposals

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

1.7 RFP Schedule Summary

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

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	5/17/12	
Deadline for the Department receipt of written questions from prospective proposers	6/1/12	3:00 p.m.
Proposal due date and time	6/18/12	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately 7/6/12	
Estimated initiation of the contract period	Approximately 8/3/12	

1.8 Definitions

Shall, Will, Must: Denote a mandatory requirement

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

PART II. GENERAL INFORMATION

2.1 Corporation Requirements

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

If the tentatively selected Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a Disclosure of Ownership form has been properly filed with the Louisiana Secretary of State's office before contracting with state government. The Disclosure of Ownership Affidavit must be provided prior to contracting with the Department.

2.2 Code of Ethics for State Employees

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

2.3 Insurance Requirements

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

2.4 Laboratory Accreditation

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the 2003 National Environmental Laboratory Accreditation Conference (NELAC) Standards.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 2003 NELAC Standards. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

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

2.5 Proposal Costs

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

2.6 Minimum Required Language – Request for Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

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

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

Proposer Status and Reserved Points

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

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their

certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

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

3.2 Elements for Technical Proposal (Volume I)

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

3.2.1 Proposal Cover Sheet

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

3.2.2 Table of Contents

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

3.2.3 Scope of Services

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

The Proposer shall submit clear and concise information that provides convincing evidence of the Proposer's or the proposed subcontractor's ability to meet minimum education and experience requirements described in Section 5.0 of Attachment I for personnel. This information should be in the form of a resume for the proposed Project Manager and for at least one Scientist.

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

(1) Project Management

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

(a) Overall company organization

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

(b) Project organization

The proposer should provide the following information:

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

(c) Management approach

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

(2) Performance of Project Tasks

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

If the contractor or subcontractor does not have current LELAP accreditation, the Department will allow the Contractor or Subcontractor to (1) apply to LELAP for accreditation or (2) apply to LELAP for recognition if a method is currently NELAP certified by another state.

3.2.4 Personnel Qualifications and Experience

The Department anticipates the need for the following Contractor or subcontractor personnel, with relevant experience in planning and performing site assessments and development of remediation option plans. Education and experience requirements should include, but are not limited Attachment 1, Statement of Work, Section 5.0 Minimum Qualifications and Responsibilities of the Contractor's Personnel. The Department will consider only experience that is relevant to the tasks listed in Attachment 1 (SOW).

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

3.2.5 Company Qualifications and Experience

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

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

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

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

(1) the name and address of the client (sponsoring agency or company);

(2) the name, telephone number, and email address of the client's contact person;

(3) the project title and contract number;

(4) the starting and ending dates of the project (contract term);

(5) the total dollar amount of the project; and

(6) a brief description of the project.

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

3.2.6 Subcontractors

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

3.2.7 Price Proposal (Schedule of Prices)

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

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

3.3 Elements for Financial Information (Volume II)

Financial information is used for determination of responsibility (See Section 4.6), and not as evaluation criteria. In a separate volume, proposals should include evidence demonstrating the proposer's financial capability to carry out this project. Evidence can include, but is not limited to:

- (Preferred) Financial Statements audited by an independent CPA for the past 3 years. This includes:
  - Notes to the Financial Statements, and
  - The CPA's Audited Report for each year
- Letter of intent to obtain a Letter of Credit
- Letter of intent to obtain a 100% Performance Bond

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

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

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

3.4 Proposal Format

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

3.5 Use and Disclosure of Confidential Information

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

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

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

(1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and

(2) 100% coverage for all methods listed in Schedule of Prices B. If any unit rates are left blank or contain "no bid", then the proposal shall be disqualified;

(3) Schedule of Prices A, C & D with **all** unit rates completed. For items with no charge, "$0" must be entered. If any unit rates are left blank, then the proposal shall be disqualified; and

(4) Minimum education and experience of the Proposer's personnel consistent with the two bulleted items in Attachment 1, Statement of Work, Section 5.0.

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

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

4.2 Evaluation Criteria

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

CRITERIA	MAXIMUM SCORE
1. Merit of the proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).	**25**
2. Qualifications and relevant experience of the proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6).	**10**
3. Qualifications and relevant experience of the proposer in planning and performing site assessments and developing remedial option plans (Part III, Sections 3.2.5 and 3.2.6).	**10**
4. Price (Part III, Section 3.2.7).	**45**
5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.4)	**10**
TOTAL SCORE	**100**

The scores will be compiled and a recommendation will be made on the basis of the responsive and responsible proposer with the highest score.

4.3 Price Evaluation Calculation

To compare proposer rates, the Department will calculate a total Proposal Evaluation Price for each proposal by using the Evaluation Calculations below:

1) Evaluation Calculation for Schedule of Prices A

Labor Category	**Payment Unit**	**Unit Rate**	**Weighting**	**Total**
Project Manager	Hour	**$**	**10**	
Quality Assurance Manager	Hour	**$**	**10**	
Scientist (Chemist, Biologist, Geologist, Engineer, etc.)	Hour	**$**	**40**	
Technician	Hour	**$**	**40**	
Administrative/Clerical Support	Hour	**$**	**30**	
Expert Witness	Hour	**$**	**1**	
EDR® or Equivalent Report for AAI's				
Regulatory Database Review - Level 1 Package EDR® Standard Package or equivalent	Report	**$**	**1**	
Regulatory Database Review - Level 2 Package (EDR® Essential Package or equivalent)	Report	**$**	**1**	
Regulatory Database Review - Level 3 Package EDR® Premium Package or equivalent	Report	**$**	**1**	
			Subtotal a	

2) Evaluation Calculation for Schedule of Prices B, Parts 1, 2, & 3

Analysis	Method	Payment Unit	Unit Rate	Weighting	Total
Closed-System Purge and Trap and Extraction	SW-846 Method 5035	Sample Kit*	Encore® **$** Terracore® **$**	**200** **80**	
Volatiles	SW-846 Method 8260B	sample	**$**	**40**	
BTEX only	SW-846 Method 8260B	sample	**$**	**15**	
1, 2 – Dibromomethane and 1, 2 – Dibromo-3-Chloropopane	SW-846 Method 8011	sample	**$**	**40**	
Volatile Petroleum Hydrocarbons (VPH)	Massachusetts Department of Environmental Protection Method	sample	**$**	**40**	
Extractable Petroleum Hydrocarbons (EPH)	Massachusetts Department of Environmental Protection Method	sample	**$**	**40**	
Semi-volatiles	SW-846 Method 8270C	sample	**$**	**30**	
Toxicity Characteristic Leaching Procedure (TCLP)	SW-846 Method 1311	sample	**$**	**4**	
RECAP Metals	SW-846 Method	sample	**$**	**40**	
Total Petroleum Hydrocarbons (TPH)-Gasoline Range	SW-846 Method 8015B (modified-extraction/GC-FID)	Sample	**$**	**1**	
TPH-Diesel Range	SW-846 Method 8015B (modified-extraction/GC-FID)	Sample	**$**	**1**	
TPH-Oil Range	SW-846 Method 8015B (modified-extraction/GC-FID)	Sample	**$**	**1**	
Toxic Compounds in Ambient Air	TO-15	Sample	**$**	**1**	
Canister Cleaning	Appropriate Method	canister	**$**	**1**	
Organochlorine Pesticides	SW-846 Method 8081	Sample	**$**	**1**	
Organophosphate Pesticides	Appropriate Method	Sample	**$**	**1**	
Polychlorinated Biphenyls (PCBs)	SW-846 Method 8082	Sample	**$**	**1**	
Chlorinated Herbicides	SW-846 Method 8151A	Sample	**$**	**1**	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/Low Resolution Mass Spectrometry	SW-846 Method 8280	Sample	**$**	**1**	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/High Resolution Mass Spectrometry	SW-846 Method 8290	Sample	**$**	**1**	

Analysis	Method	Payment Unit	Unit Rate	Weighting	Total
Percent Organic matter	ASTM 2974	Sample	**$**	**1**	
Asbestos from Bulk Samples	EPA 600/R-93/116	Sample	**$**	**1**	
Oil and Grease in water	EPA 1664A	Sample	**$**	**1**	
Total Dissolved Solids in water	Method 2540C, Standard Methods for the Examination of Water and Wastewater, 18th Edition	Sample	**$**	**1**	
Ignitibility	SW-846 Method 1010A	Sample	**$**	**1**	
	SW-846 Method 1020B	Sample	**$**	**1**	
	SW-846 Method 1030	Sample	**$**	**1**	
Reactivity Cyanide	Method 7.3.3.2	Sample	**$**	**1**	
Reactivity Sulfide	Method 7.3.4.2	Sample	**$**	**1**	
Corrosivity	SW-846 Method 9040C	Sample	**$**	**1**	
	SW-846 Method 9045D	Sample	**$**	**1**	
	SW-846 Method 1110	Sample	**$**	**1**	
Synthetic Precipitation Leaching procedure (SPLP)	SW-846 Method 1312	Sample	**$**	**1**	
Chromium VI (hexavalent Chromium)	SW-846 Method 7195	Sample	**$**	**1**	
	SW-846 Method 7196A	Sample	**$**	**1**	
	SW-846 Method 7197	Sample	**$**	**1**	
	Method 7198	Sample	**$**	**1**	
	Method 7199	Sample	**$**	**1**	
	EPA 218.4	Sample	**$**	**1**	
	Standard Methods 3111C	Sample	**$**	**1**	
	Standard Methods 3500 Cr D	Sample	**$**	**1**	
Total Organic Carbon (TOC)	SW-846 Method 9060	Sample	**$**	**1**	
BTEX by GC with PID and/or ECD	SW-846 Method 8021B	Sample	**$**	**1**	
Phenols	SW-846 Method 8040	Sample	**$**	**1**	
Phenolics	SW-846 Method 9066	Sample	**$**	**1**	
Polynuclear Aromatic Hydrocarbons	SW-846 Method 8310	Sample	**$**	**1**	
Mercury	SW-846 Method 7470/7471	Sample	**$**	**1**	
	EPA 245.1	Sample	**$**	**1**	
	EPA 245.2	Sample	**$**	**1**	
	SM 3112B	Sample	**$**	**1**	
	Method 1631E	Sample	**$**	**1**	
Tetra-Ethyl lead	Appropriate Method	Sample	**$**	**1**	
Radium 226	EPA 903	Sample	**$**	**1**	
	EPA 903.1	Sample	**$**	**1**	
Radium 228	EPA 904	Sample	**$**	**1**	
Gross Alpha and Gross Beta	EPA 900	Sample	**$**	**1**	
Alcohols	Appropriate Method	Sample	**$**	**1**	
Percent Moisture	Appropriate Method	Sample	**$**	**1**	
Cyanide	SW-846 Method 9012A	Sample	**$**	**1**	
Aluminum	6010	Sample	**$**	**1**	
Antimony	6010	Sample	**$**	**1**	
Arsenic	6010	Sample	**$**	**1**	

Analysis	Method	Payment Unit	Unit Rate	Weighting	Total
Barium	6010	Sample	**$**	**1**	
Beryllium	6010	Sample	**$**	**1**	
Cadmium	6010	Sample	**$**	**1**	
Calcium	6010	Sample	**$**	**1**	
Chromium	6010	Sample	**$**	**1**	
Cobalt	6010	Sample	**$**	**1**	
Copper	6010	Sample	**$**	**1**	
Iron	6010	Sample	**$**	**1**	
Lead	6010	Sample	**$**	**1**	
Magnesium	6010	Sample	**$**	**1**	
Manganese	6010	Sample	**$**	**1**	
Nickel	6010	Sample	**$**	**1**	
Potassium	6010	Sample	**$**	**1**	
Selenium	6010	Sample	**$**	**1**	
Silver	6010	Sample	**$**	**1**	
Sodium	6010	Sample	**$**	**1**	
Thallium	6010	Sample	**$**	**1**	
Vanadium	6010	Sample	**$**	**1**	
Zinc	6010	Sample	**$**	**1**	
Unified Soil Classification	ASTM D2487	Sample	**$**	**1**	
Atterberg Limit Determination	ASTM D4318	Sample	**$**	**1**	
Particle Size Analysis	ASTM 422	Sample	**$**	**1**	
Hydraulic Conductivity (Constant Head)	ASTM D2434	Sample	**$**	**1**	
Hydraulic Conductivity (Falling Head)	ASTM D5084	Sample	**$**	**1**	
				Subtotal b.	

**Only one kit should be indicated in Attachment 2, Schedule of Prices B, Analytical, Part 1 Common Tests. If more than one kit is indicated, the Department will use only the higher cost kit in the above price calculation.*

3) Evaluation Calculation of Schedule of Prices B, Part 4 - Multiplier

Item	Payment Unit	Percentage	Weighting	Total
Fully supported data package	% of base analytical cost	%	**5% of subtotal b**	
			Subtotal c.	

4) Evaluation Calculation of Schedule of Prices C

Task	Payment unit	Unit Rate	Weighting	Total
Direct Push Coring				
Direct push coring – soil sampling only	Foot	**$**	**1**	
Direct push coring – temporary well placement	Foot	**$**	**170**	
Monitoring Wells				
Installation of soil boring (soil sample only)	Foot	**$**	**1**	
Installation of 2-inch wells	Foot	**$**	**1**	
Installation of 4-inch wells	Foot	**$**	**1**	
Plugging and Abandonment of 2-inch wells	Foot	**$**	**1**	
Plugging and Abandonment of 4-inch wells	Foot	**$**	**1**	
			Subtotal d.	

5) Evaluation Calculation of Schedule of Prices D

Item	Unit	Unit Rate	Weighting	Total
X-ray fluorescence (**XRF**) spectrometer	Day	$	**1**	
Transducer	Day	$	**1**	
Water level indicator	Day	$	**1**	
Photo ionization detector (PID)	Day	$	**1**	
Man lift	Day	$	**1**	
			Subtotal e.	

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

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

$$45 \times \frac{\text{Evaluation price of lowest proposal}}{\text{Evaluation price of proposal being rated}} = \text{Proposal price points}$$

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

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

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

Proposer Status and Reserved Points:

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

4.5 Clarifications and Oral Presentations

Written or oral clarifications may be requested for the purpose of enhancing the Department's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or

discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Any or all proposers may be requested to make oral presentations of their proposals to enhance the Department's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be those susceptible of receiving an award. These proposers will be notified by the Department's Financial Services Division on or before June 29, 2012. Presentations will be made by the selected proposers on July 2, 2012, at a time assigned by the Department.

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

4.6 Determination of Responsibility

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

(1) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
   (i) Upon completion of the Evaluation and Ranking Report, the highest rated proposal shall receive further review through preparation of a Financial Statement Analysis of the documentation provided in response to Section 3.3 of the RFP. The Department reserves the right to request additional information to satisfy financial status review requirements.

(2) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; and

(3) is able to comply with the proposed or required time of delivery or performance schedule; and

(4) has a satisfactory record of integrity, judgment, and performance (A proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and

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

Proposers should ensure that their proposals contain sufficient information for the Department to make its determination by presenting acceptable evidence of financial resources, experience,

organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

4.7 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, the Department estimates that the contract will be awarded by approximately August 3, 2012, and will issue a "Notification of Award" letter to the successful proposer. Unsuccessful proposers will also be notified of the Department's decision in writing, and may request a post-award debriefing by contacting Sharon Schexnayder at (225) 219-3812, or by e-mail at sharon.schexnayder@la.gov.

4.8 Protest of the Solicitation or Award

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

APPENDIX A
PROPOSAL COVER SHEET

Project Title: "Targeted Brownfields Assessment Services III"

Proposer: Company Name: _____

Company Address: _____

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

Proposer's Contact Person:

Name: _____ Title: _____

Address: _____

Email Address: _____

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

Subcontractors (add lines as necessary):

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

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

I hereby certify that:

1. This proposal will remain in effect for at least ninety (90) days from the proposal due date.

2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.

3. I will be ready and able to begin work within fifteen (15) days after contract award.

4. I accept the mandatory Department of Environmental Quality contract provisions (Appendix C).

5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.

6. Proposer certifies, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

_____ _____
Signature Date

APPENDIX B
EXPERIENCE TABLE

"Targeted Brownfields Assessment Services III" RFP
(Enlarge or duplicate table as necessary)

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

APPENDIX C
SAMPLE CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2012, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Contactor Name, Contractor Address, Tax ID No. _____ hereinafter referred to as the "Contractor".

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

1. PROJECT IDENTITY

This contract shall be identified as **"Targeted Brownfields Assessment Services III"** with the Contract Financial Management System (CFMS) Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this CFMS Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from September 1, 2012 through August 31, 2014. This period shall be known as the base contract. The Department reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one additional period. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract.

3. SCOPE OF SERVICES

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

4. NOTICE TO PROCEED

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

5. PAYMENT TERMS

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

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

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

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

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

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices A, B, C & D. Payment shall be made upon completion and approval of hours worked and tasks completed, as determined by the Project Manager. Progress payments may be made at the discretion of the Department's Project Manager.

The rates for each line in Attachment 2, Schedule of Prices A, B, C & D shall include all associated direct costs and all indirect costs, etc. as referenced in each Schedule of Prices.

No payment shall be owed or made for analytical work or data generated by a commercial laboratory as defined in LAC 33:I.4503 that is not accredited by the Louisiana Environmental Laboratory Accreditation Program at the time the work is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory as defined in LAC 33:I.4503 that does not meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 2003 National Environmental Laboratory Accreditation Conference (NELAC) Standards at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the Department Project Manager and that meets the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.
http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm

b. Payment Procedure:

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

(1) The Contractor should submit an original and one (1) copy of an invoice monthly for work performed during the preceding month, within ten (10) working days of the end of that month. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.

(2) The Contractor shall submit the invoice to:

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

Each invoice shall be work order specific and must include:

(a) the CFMS number;

(b) the name and address of the Contractor;

(c) identification of the Work Order title and number being billed or partially billed;

(d) identification of the unit(s) billed (i.e., labor category, miscellaneous, analysis, coring, monitoring well, and/or equipment) and number of units billed;

(e) the total amount requested;

(f) the balance remaining in the contract; and

(g) supporting documentation for all labor category hours billed (timesheets), travel expenses (mileage logs and receipts), and waste transport and disposal.

(3) The Contractor shall attach a copy of the Attachment 3, Form A LaVet/SE-HI Report to all requests for payments.

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

6. FISCAL FUNDING

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

7. DELIVERABLES

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

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the

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

9. CORRECTION OF DEFICIENT WORK

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

10. INDEMNIFICATION

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

11. NONASSIGNABILITY

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

12. AUDIT OF RECORDS

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

13. RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

14. TERMINATION FOR CAUSE

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

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

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

15. TERMINATION FOR CONVENIENCE

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

16. REMEDIES FOR DEFAULT

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

17. ANTIDISCRIMINATION

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, EPA Title IV implementing regulations, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

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

18. COMPLIANCE WITH LAWS AND GRANT

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.

The Contractor is hereby advised that U.S. Environmental Protection Agency Grant No. RP-96678101 is being used by the Department to partially fund this contract. The Contractor shall comply with the requirements of this grant. See Attachment 5, Requirements of the Grant. Continuation of this contract is contingent upon grant approval.

19. FORCE MAJEURE

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

20. TAX RESPONSIBILITY

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

21. SUCCESSORS AND ASSIGNS

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

22. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

23. EMPLOYMENT OF STATE PERSONNEL

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

24. COVENANT AGAINST CONTINGENT FEES

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

25. CODE OF ETHICS FOR STATE EMPLOYEES

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

26. RELEASE OF INFORMATION

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

27. CONTRACTOR'S INSURANCE

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

a. **Minimum Scope and Limits of Insurance**

(1) **Workers Compensation**
Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of $1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

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

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

(4) **Professional Liability**
Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000.00. Claims-made coverage is acceptable.

(5) **Pollution Liability**
Pollution Liability Insurance, including gradual releases as well as sudden and accidental, shall have a minimum limit of not less than $1,000,000.00 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated

completion of all work under the contract shall be provided. There shall be an extended reporting period of not less than 24 months.

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

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

c. **Other Insurance Provisions**

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

(1) General Liability and Automobile Liability Coverages

(a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

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

(c) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

(2) Workers Compensation and Employers Liability Coverage

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

(3) All Coverages

(a) Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the

Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

(b) Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

(c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.

(d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

d. **Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

e. **Verification of Coverage**

Contractor shall furnish the Department with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

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

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

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Renewal of Insurance**

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

g. **Subcontractors**

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

h. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and

employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

i. **Disclaimer**

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

28. SUBSTITUTION OF PERSONNEL

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

29. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of Veteran-Owned businesses go to https://smallbiz.louisianaforward.com/CertifiedVET_List.asp. For a list of Service Connected Disabled Veteran-Owned go to https://smallbiz.louisianaforward.com/CertifiedSD_VET_List.asp

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

30. LABORATORY ACCREDITATION

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the 2003 National Environmental Laboratory Accreditation Conference (NELAC) Standards.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 2003 NELAC Standards. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

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

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

31. VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENT

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

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

32. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

33. AMENDMENTS

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

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

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

WITNESSES: **DEPARTMENT OF ENVIRONMENTAL QUALITY:**

_____ _____

Vince Sagnibene
Undersecretary
Office of Management and Finance

_____ _____

Cheryl Sonnier Nolan
Assistant Secretary
Office of Environmental Compliance

WITNESSES: **CONTRACTOR:**

_____ _____

Company Name

ATTACHMENT 1
STATEMENT OF WORK
"Targeted Brownfields Assessment Services III"
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality (the Department) is committed to protecting public health and the environment in Louisiana by participating in the United States Environmental Protection Agency's (EPA) Targeted Brownfields Assessments (TBA) program. To accomplish this mission, the Department requires the services of an experienced, qualified contractor to perform this work. This project and site selection will be under the direction of the Underground Storage Tank and Remediation Division.

1.1 Goals and Objectives

The goal is to supplement and work with other efforts under EPA's Brownfields Program to promote the cleanup and redevelopment of brownfields. The objective of this contract is to provide consultation for planning and performing site assessments and development of remediation options.

2.0 BACKGROUND INFORMATION

A brownfield is a site, or portion thereof, that has actual or perceived contamination and an active potential for redevelopment or reuse. EPA's Brownfields Economic Redevelopment Initiative is designed to empower States, Tribes, communities, and other stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. The TBA program is designed to minimize the uncertainties of contamination often associated with brownfields.

3.0 CONTRACTOR TASKS

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment, transportation, meals, lodging, the resources of a Department accredited laboratory, and subcontractors) necessary to perform the tasks described in this Statement of Work. The Contractor shall provide as necessary, the following items of equipment:

(a) X-ray fluorescence (**XRF**) spectrometer
(b) Transducer
(c) Water level indicator
(d) Photo ionization detector (PID)
(e) Man lift

3.1 Commencement Conference

A Commencement Conference shall be held between the Contractor's key personnel and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference will last approximately two (2) hours and shall be held at the Department's Headquarters in Baton Rouge (602 North 5th Street). The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. The Department reserves the right to hold a conference call in lieu of a meeting at the Department's Headquarters, or waive the requirement for a commencement conference. No work shall be performed by the Contractor until the Commencement Conference has been completed or waived.

3.2 Preparation of Work Order Responses

The Contractor shall prepare work order responses in accordance with SOW Section 6.5, Operation of the Contract. Work order preparation shall be limited to no more than 4 hours.

3.3 All Appropriate Inquiry

The Contractor shall conduct All Appropriate Inquiries (AAI) consistent with **Innocent Landowners, Standards for Conducting All Appropriate Inquiries, Final Rule** identified in 40 CFR Part 312, November 1, 2005. The AAI shall meet the **objectives and standards** identified in this rule.

American Society for Testing and Materials (ASTM) Standard E 1527-05, Standard Practice for Environmental Site Assessments, Phase I Environmental Site Assessment Process may be used to comply with the AAI final rule. However, all AAI's must be a stand-alone document that meets all the requirements for a Bona Fide Prospective Purchaser liability defense.

3.3.1 Labor and Travel for AAI's

All Appropriate Inquiries shall include, but are not limited to, the following tasks, to the extent necessary to achieve the objectives and performance factors:

(1) Interviews with past and present owners, operators, and occupants;

(2) Reviews of historical sources of information;

(3) Searches for recorded environmental cleanup liens;

(4) Review of Federal, State, Tribal and local government records;

(5) Visual inspections of the facility and adjoining properties;

(6) Specialized knowledge or experience on the part of the party requesting the AAI;

(7) The relationship of the purchase price to the value of the property, if the property were not contaminated;

(8) Commonly known or reasonably ascertainable information about the property; and

(9) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation.

3.3.2 EDR® or Equivalent Report for AAI's Miscellaneous

The Contractor shall provide an EDR® report (or equivalent). When specified on the Work Order, reports shall be required at one of the following levels of information depending on the information provided by the requester:

- Level 1 Package (EDR® Standard Package or equivalent)
- Level 2 Package (EDR® Essential Package or equivalent)
- Level 3 Package (EDR® Premium Package or equivalent)

3.3.3 Title Searches

The Contractor shall perform title searches on properties in accordance with Department authorized work orders.

3.4 Phase II or RECAP Assessments

The Contractor shall conduct Phase II or RECAP Assessments in accordance with the methods described in the Department's Risk Assessment/Corrective Action Program (RECAP). When specified on the Work Order, Phase II or RECAP Assessments shall include, but are not limited to, one or more of the following tasks:

(1) **Preliminary Activities**: The Contractor shall perform site reconnaissance by inspecting the site, preparing site sketches, maps and photographs as directed, verifying sample locations, and conducting interviews.

(2) **Preparation of Plans**: The Contractor shall prepare the following which shall include but is not limited to:

(a) Sampling and Analysis Plan (SAP):

[1] title page
[2] site history;
[3] field activities and sampling procedures;
[4] sample rational and locations;

[5] parameters to be analyzed;
[6] field documentation;
[7] decontamination of equipment; and
[8] disposal of investigation derived wastes (IDW).

If requested by the Department, the Contractor shall be required to implement the Department's site-specific Sampling and Analysis Plan instead of preparing one.

(b) Site-specific Health and Safety Plan; and

(c) Quality Assurance Project Plan Checklist (see SOW Section 6.0 Project Management (8), Guidance Documents).

(3) **Sampling**: The Contractor shall conduct field sampling activities and/or drilling/coring activities necessary to collect, preserve, label, package and deliver samples to be analyzed by a Department accredited laboratory (this shall include site preparation as necessary); and prepare all documents relevant to sample submission. The Contractor shall provide all sample containers, supplies, chemical preservatives and all supplies and equipment necessary to conduct soil, groundwater, and air sampling as required.

(a) **Direct Push Coring**

As directed by the Department, the Contractor shall use direct push coring to push samplers to the depth of interest or to the depth of refusal, whichever is less. Direct push technology will be used to advance a sampling device into relatively shallow, unconsolidated geologic material for the purpose of retrieving soil, groundwater, and/or vapor samples. The depth of sampling points typically will not exceed 30 feet. The following direct push technologies shall be acceptable for use under this contract: Cone Penetrometer, Hydro-Punch, Geo-Probe, Enviro-Core, Strato-Probe, or other Department-approved equipment. The Contractor shall provide all necessary supplies and equipment including, but not limited to, new liners, pre-packed well screens, and well screen and casing appropriate for sampling.

The Contractor shall (as described in each work order specific SAP):

[1] measure and record the location of each direct push core to plus or minus (±) 0.1 foot ;
[2] measure and record the surface elevation of each direct push core location to plus or minus (±) 0.1 foot North American Vertical Datum (NAVD)];
[3] prepare boring logs identifying soil types, lithology, organic vapor measurement data, secondary soil features and visual and olfactory observations;
[4] record logs using the Unified Soil Classification System (ASTM D2487);
[5] collect soil cores using a direct push soil sampling device with a new clean liner;

[6] measure and record the depth at which groundwater is first encountered;
[7] develop temporary wells;
[8] gauge the temporary well for final water level measurement;
[9] collect soil and/or groundwater samples per the sampling work plan; and
[10] plug all borings with bentonite/cement grout.

When sampling activities are completed, the Contractor shall remove the equipment and plug and abandon the borehole(s) in accordance with the Louisiana Department of Transportation and Development/Louisiana Department of Environmental Quality (LDOTD/LDEQ) Handbook. http://www.deq.louisiana.gov/portal/Portals/0/RemediationServices/DOTD-DEQ%20Well%20Boring%20Handbook.pdf.

The Contractor shall decontaminate his equipment following the decontamination procedures listed in the current version of EPA's SW 846, Solid Waste Manual. If the equipment used to install the sampling point generates IDW, the Contractor shall properly containerize the IDW and handle it according to the Sampling Work Plan section on IDW.

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

(b) **Monitoring Well Installation and Sampling**

The Contractor shall provide a conventional environmental drill rig (hollow-stem auger), complete with all materials and equipment, including but not limited to split spoon samplers, well screen and casing, necessary to perform soil boring/sampling and monitoring well installation and all personnel necessary for its operation and supervision.

The Contractor shall use conventional drilling methods to install soil borings and monitoring wells in accordance with each work order specific SAP. Hollow-stem auger drilling technology will be used to advance a sampling device into relatively shallow, unconsolidated geologic material for the purpose of retrieving soil cores and installing groundwater monitoring wells. The depth of soil borings and well installations typically will not exceed 30 feet. The Contractor shall install 2-inch or 4-inch wells as described in the SAP. The Contractor shall provide all necessary supplies and equipment including, but not limited to, new liners, pre-packed well screens, and well screen and casing appropriate for sampling.

The Contractor shall (per each work order specific SAP):

[1] measure and record the location of each boring location to plus or minus (±) 0.1 foot;
[2] measure and record the surface elevation of the borehole or monitoring well to plus or minus (±) 0.1 foot (NAVD);
[3] prepare boring logs identifying soil types, lithology, secondary soil features and the presence of contamination;
[4] record logs using the Unified Soil Classification System (ASTM D2487);
[5] collect soil cores using a split spoon sampler or Shelby tube;
[6] measure and record the depth at which groundwater is first encountered;
[7] install surface completion (standard or flush mount);
[8] develop the well;
[9] gauge the well for final water level measurement; and
[10] collect soil and/or groundwater samples per the sampling work plan.

(c) Monitoring Well Plugging and Abandonment

The Contractor shall plug and abandon all wells unless otherwise instructed by the Department.

(4) **Analysis:** The Contractor shall analyze the samples collected in SOW, Section 3.4 (3). The Contractor or subcontractor shall be capable of providing the required analyses and methods, including geotechnical analyses, indicated in Attachment 2, Schedule of Prices B, including RECAP Metals and Cyanide as specified in Exhibit C. The Contractor shall promptly notify the Department if laboratory-related problems cause a schedule delay. Additionally, he will notify the Department TBA Project Manager in writing so that he or she can take corrective action as necessary. The Department will not pay for costs associated with laboratory errors.

All laboratory analysis required for this contract will be performed by a Department Accredited Laboratory (LAC 33:I. 4501 through 5701). Information regarding the Louisiana Environmental Laboratory Accreditation Program (LELAP) can be found at:

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

(5) **Reporting:** The Contractor shall prepare and submit to the Department, Phase II Assessment or RECAP Assessment reports. RECAP Assessment reports shall be prepared in accordance with the RECAP Document, specifically Appendix B. All Assessment Reports shall be submitted to the Department within 45 calendar days after completion of sampling at the site (this shall include laboratory analysis and reporting time). The Department shall require revisions to the report, as necessary. The revised report must be submitted to the Department within seven calendar days after the Department notifies the Contractor of the necessary revisions. **The assessment report must be approved by the Department prior to payment.**

All laboratory analyses must be accompanied by a summary report. The requirements for the summary report can be found in Section 6.0 (8), Guidance Documents and Exhibit A, Submittal Requirements for Analytical Data. The Contractor/Laboratory must be able to produce a fully supported data package as requested by the Department. The ability to produce the fully supported data package will be required for three (3) years from the date of analysis.

(6) **Disposal:** The contractor shall dispose of all IDW at an approved, permitted facility and will furnish all manifest forms or bills of laden necessary for the disposal of waste materials to the Department Project Manager. The Contractor shall drum all decon and purge water. The Contractor shall be authorized by the Department to sign manifests, if determined necessary. The Contractor will be responsible for characterizing and profiling all wastes. The disposal facility must be approved by the Department Project manager during initial or supplemental work order negotiations.

3.5 Corrective Action Plan Development and/or Analysis of Brownfields Cleanup Alternatives

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

(2) The Contractor shall prepare an Analysis of Brownfields Cleanup Alternatives (ABCA) as described in Exhibit D.

The ABCA must include:

i. Information about the site and contamination issues (e.g., exposure pathways, identification of contaminant sources, etc.), cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
ii. Effectiveness, implementability, and the cost of the proposed cleanup.
iii. An analysis of reasonable alternatives including no action. For cleanup of brownfield petroleum-only sites, an analysis of cleanup alternatives must include considering a range of proven cleanup methods including identification of contaminant sources, exposure pathways, and an evaluation of corrective measures. The cleanup method chosen must be based on this analysis.

3.6 Attend Public Meetings

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

4.0 PROJECT SCHEDULE

The project schedule shall be determined on an individual work order basis. After acceptance of the work order response, the Department *typically* shall allow no more than the following number of calendar days:

- 30 days for preparation of All Appropriate Inquiries (AAI)
- 30 days for preparation of Sampling and Analysis Plans (SAP)
- 80 days for completion of Phase II's
- 80 days for completion of RECAP Assessments
- 45 days for Corrective Action Plan (CAP) Development
- 30 days for completion of Analysis of Brownfields Cleanup Alternatives (ABCA)

However, specific project timeframes and deadlines will be handled on a case-by-case basis and will be determined on each work order issued by the Department.

5.0 MINUMUM QUALIFICATIONS AND RESPONSIBILITIES OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide qualified personnel to accomplish the required tasks. Personnel shall have relevant experience in planning and performing site assessments and development of remediation option plans. Education and experience requirements shall include, but is not limited to:

- the Project Manager shall have a Bachelor's degree and a minimum of five years of professional experience (prior to deadline for receipt of proposal) in environmental site assessment; and

- At least one scientist shall have a Bachelor's degree in the field of their expertise and a minimum of three years experience (prior to deadline for receipt of proposal) which includes work related to site assessments, sampling procedures, analytical methodologies, and/or remediation options.

5.1 Labor Category Responsibilities

Labor Category Title	Responsibilities*
Project Manager	Management of the project, preparation of work order responses, administration of the contract, report preparation, field work as approved, and other tasks as assigned
Quality Assurance Manager	Preparation of work order responses, review of activities to ensure that all data is of sufficient quality to meet its intended use
Scientist (Chemist, Biologist, Geologist, Engineer etc.)	Preparation of work order responses, identification and evaluation of analytical data, report preparation, review and evaluation of QA documents and processes, and field work
Technician	Preparation of work order responses, review of project data, report preparation, technical consultation and support including CADD, surveying, asbestos and lead-base paint inspectors, and field work.
Administrative/Clerical Support	Invoice preparation, procurement, report preparation, support of the Project Manager, and other paraprofessional and general office duties
Expert Witness	Providing expert testimony regarding validated data at judicial hearings.

* Labor category activities may be performed by an approved subcontractor, as approved by the Department Project Manager, in accordance with the applicable rate provided in Attachment 2, Schedule of Prices A.

6.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. Project management shall include, but is not limited to, meetings, supervision, record-keeping, preparation and submission of submittals and deliverables, and contract administration. 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) communications, including reporting problems encountered in performing this work and notifying the Department of schedule delay, additional costs, and/or corrective action relating to the sampling activities;

(3) contract administration:

(a) invoicing;

(b) changes to Work Orders or the contract;

(c) resolving disputes between the Contractor and the Department; and

(d) compliance by the Contractor with all contract clauses and conditions;

(4) scheduling meetings and training sessions;

(5) participating in meetings at Department Headquarters, Regional Offices, TBA Sites, or participating in interim conference calls as necessary;

(6) record-keeping; and

(7) preparation and submission of submittals and deliverables, including but not limited to the following:

(a) proposed methodology and timeline;

(b) monthly progress reporting; and

(c) reports required by each work order.

(8) ensuring compliance with Guidance Documents:

(a) Quality Assurance Guidance for Conducting Brownfields Site Assessments, EPA 540-R-98-038, OSWER 9230.0-83P, PB98-963307, September, 1998;

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

(c) Targeted Brownfields Assessments Fact Sheet, Publication Number EPA 500-F-03-015, April, 2003;

(d) American Society for Testing and Materials (ASTM) Standard E 1527-05, Standard Practice for Environmental Site Assessments, Phase I Environmental Site Assessment Process;

(e) ASTM Guidance Standard E 1903-97 Standard Guide for Environmental Site Assessments, Phase II Environmental Site Assessment Process;

(f) the Department's Risk Assessment/Corrective Action Program;

(g) Standard and Practices for All Appropriate Inquiries, Final Rule. 40 CFR Part 312. 70 FR 66107, November 1, 2005; and

(h) Submittal Requirements for Analytical Data (Exhibit A).

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

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

6.1 Progress Reporting by the Contractor

The Contractor shall prepare and submit to the Department Project Manager, by mail, email or facsimile, a Monthly Progress Report, due on the fifth day of each month, describing all work completed or in progress during the preceding month and any problems encountered. This report shall include:

(1) the Contractor's name, address, and the name of the Project Manager;

(2) the Department's CFMS number and contract title;

(3) the dates of the reporting period;

(4) the amount of funds obligated by approved work orders;

(5) the amount invoiced on each work order to date;

(6) remaining balance of each work order and of the overall contract;

(7) the number and title of the work order(s); and

(8) a description of the progress made during the previous 30 day period on each work order, including problems experienced, requested or approved changes in personnel and the effect of problems/changes on the due dates of deliverables. (If progress payments will be requested during the performance of a work order, the information in the Monthly Progress Report must clearly support the Contractor's request for payment for the corresponding billing period.)

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

6.2 Deliverables

The following deliverables, based on individual work orders, shall be prepared by the Contractor and submitted to the Department Project Manager:

(1) All Appropriate Inquiry (AAI);

(2) Sampling and Analysis Plan (SAP);

(3) Phase II or RECAP Assessment Report;

(4) Corrective Action Plan;

(5) Analysis of Brownfields Cleanup Alternatives; and

(6) Additional deliverables as required by work order specifications.

As Directed by the Department Project Manager, the Contractor shall provide draft written reports for review and approval by the Department Project Manager. The Department will review the report, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance. The number of final approved hard copies and disc PDF copies to be delivered will be determined by each work order. Upon completion of the contract, the Contractor shall return all materials provided by the Department for use during this contract.

6.3 Health and Safety

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

6.4 Project Specific Laws and Regulations

The Contractor shall possess and maintain throughout the contract term a Louisiana State Contractor's License (held by prime contractor) and a Louisiana Water Well Driller's License (held by prime contractor or subcontractor).

The following Contractor's License classification or sub-classifications shall be acceptable:

- Hazardous Materials,
- Hazardous Materials Cleanup and Removal,
- Hazardous Materials Site Remediation, or
- Hazardous Waste Treatment or Removal

The Contractor and/or subcontractor assigned to perform tasks related to monitoring wells shall perform all work in accordance with the "Handbook for Construction of Geotechnical Boreholes and Groundwater Monitoring Systems" prepared by the LDOTD and LDEQ, December, 2000, and hereinafter referred to as the "LDOTD/LDEQ Handbook". This document can be accessed through LDOTD's website at:
http://www.deq.louisiana.gov/portal/Portals/0/RemediationServices/DOTD-DEQ%20Well%20Boring%20Handbook.pdf

6.5 Operation of the Contract

Specific sites have not been predetermined, therefore site locations and conditions will be described in Work Orders. In addition to the tasks indicated in SOW Section 3.0, the Contractor shall perform additional tasks related to the Targeted Brownfields Assessment Program, as requested by the Department, provided that existing contract rates shall be utilized. In order to monitor contract activities and to ensure accountability, work shall be assigned to the Contractor by the Department through Work Orders issued according to the following procedure:

(1) The Department will issue a written Work Order to the Contractor. The Work Order will include the required tasks, deliverables, and due dates. Multiple Work Orders may be in progress at the same time.

(2) The Contractor will review the Work Order and submit a written response to the Department within the number of days specified in the Work Order including:

(a) the name(s) of the individual(s) assigned to the Work Order (only personnel included in the Contractor's accepted proposal or approved in writing by the Department shall be eligible);

(b) an estimate of the level of effort necessary (i.e., the number of work hours or other units and the total estimated cost for completion of the Work Order). Work Orders for Phase II/RECAP Assessments shall identify the tasks to be performed (1 through 6) and estimate the level of effort within each task by completing Exhibit B, Sample Work Order Cost Estimate Form. Exhibit B is an example cost estimate format and should be expanded as necessary (i.e., additional rows) for work order responses.

(c) a statement that the Contractor shall have no conflicts with any companies (including Potentially Responsible Parties (PRPs) and their environmental consultants) named in the Work Order or a statement describing the Contractor's relationships with any companies named in the assigned project.

(3) the Department will review the Contractor's response, request clarification or further information as necessary, negotiate the level of effort proposed as necessary, and determine the acceptability of any identified relationships between the Contractor and any companies named in the Work Order. Acceptance or rejection of the Contractor's response will be provided in writing, signed by the Department Project Manager.

(3) Upon receipt of written acceptance of the cost estimate, the Contractor shall proceed with the tasks as assigned in the Work Order and provide all deliverables to the Department within the established time limits. It shall be the responsibility of the Contractor to plan and organize his time efficiently in order to meet the Department's deadline and provide a complete set of deliverables for each Work Order. Any additional work and/or costs not addressed in the Work Order shall be approved by the Department prior to the Contractor performing the work and/or incurring additional costs.

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

Upon 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. 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, regulations, ordinances and codes. Any damage to the site caused by his operations and/or equipment shall be repaired by the Contractor at his expense.

7.0 DEPARTMENT RESPONSIBILITIES

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

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

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

(3) issue Work Orders;

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

(5) review, require revision as necessary, and accept deliverables.

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

8.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

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

(1) monitoring the Contractor's work through telephone communication, meetings and review of Monthly Progress Reports;

(2) ensuring that deliverables are submitted within the timeframe of the contract; and

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

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

9.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work and approved work orders according to the rates specified in Attachment 2, Schedule of Prices A, B, C and D. Payment may be requested by the Contractor upon successful completion of each task and acceptance of the task deliverable by the Department as indicated below.

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

Time spent in transit, per approved work orders, shall be paid in accordance with the applicable labor category rate listed in Attachment 2, Schedule of Prices A. As approved by the Department's Project Manager, the Department will reimburse for no more than eight (8) hours of travel to the site and eight (8) hours of travel from the site per person. Reimbursement for travel by air will not be acceptable on a routine basis for performance of assessments, unless documentation supports that it will be a more cost effective means of travel when compared to driving.

9.1 Commencement Conference

Payment for the commencement conference shall be on an hourly basis in accordance with Attachment 2, Schedule of Prices A, Labor Category and will be made upon successful completion of the conference. Payment shall be made for the actual number of hours required to participate.

The Project Manager shall be required to attend. Participants will be limited to no more than three (3) Contractor personnel.

9.2 Preparation of Work Order Responses

Payment for preparation of work order responses shall be made on an hourly basis in accordance with Attachment 2, Schedule of Prices A. The Department will reimburse for no more than four (4) hours for preparation of work order responses.

9.3 All Appropriate Inquiry (AAI)

Payment for All Appropriate Inquiries will be based upon approved work orders in accordance with the information below.

9.3.1 Labor and Travel for AAI's

Payment for All Appropriate Inquiry tasks shall be on an hourly basis in accordance with Attachment 2, Schedule of Prices A and will be made upon successful completion and approval of each AAI. Payment shall be made for the actual number of hours worked in accordance with executed Work Orders.

9.3.2 EDR® or Equivalent Report for AAI's

Payment for EDR® or equivalent reports shall be on a per report basis, in accordance with the unit rate provided in Attachment 2, Schedule of Prices A, based upon the following levels:

- **Report Level 1** (EDR® Standard Package or equivalent)
- **Report Level 2** (EDR® Essential Package or equivalent)
- **Report Level 3** (EDR® Premium Package or equivalent)

9.3.3 Title Searches

Payment for property title searches shall be made at cost. Upon receipt of a properly executed invoice which includes documentation of costs from the title search subcontractor (as applicable), the Department will reimburse the Contractor based on the actual charges incurred for property title searches.

9.4 Phase II or RECAP Assessment

Payment for Phase II or Recap Assessments will be based upon approved work orders in accordance with the information below. Monthly progress payments will be allowed based upon measureable accomplishment of work as identified within the work order and upon submittal of supporting documentation.

9.4.1 Preliminary Activities

Payment for Phase II or RECAP Assessment preliminary activities shall be made on an hourly basis in accordance with the rates in Attachment 2, Schedule of Prices A.

9.4.2 Preparation of Plans

Payment for preparation of plans necessary for Phase II or RECAP Assessments shall be made on an hourly basis in accordance with Attachment 2, Schedule of Prices A.

9.4.3 Sampling

(1) Payment for coordination of sampling activities shall be made on an hourly basis in accordance with Attachment 2, Schedule of Prices A.

(2) Payment for personnel conducting field sampling activities, including sampling, logging boreholes, oversight of coring or well installation, etc, shall be made on an hourly basis in accordance with Attachment 2, Schedule of Prices A.

(3) **Direct Push Coring:** Payment for direct push coring for locations where only soil samples are required shall be made on a per foot basis in accordance with Attachment 2, Schedule of Prices C. The unit rate shall include all labor and materials required for collecting soil corings but shall not include cost for material required to place a temporary well (i.e., this shall be covered in the rate referenced directly below).

Payment for direct push coring for locations which require groundwater sampling shall be made on a per foot basis in accordance with Schedule of Prices C. The unit rates shall include all labor and material required for the placement of a **temporary** well, including, but not limited to well screens, filter sand, and any other material required to place a temporary well.

(4) **Monitoring wells:** Payment for installation of monitoring wells shall be made on a per foot basis in accordance with Attachment 2, Schedule of Prices C. The unit rate shall include all labor and material for the placement of a **monitoring** well, including, but not limited to well screens, filter sand, and any other material required to place a monitoring well.

(5) **Monitoring Wells Plugging and Abandonment**: Payment for plugging and abandonment of wells shall be made on a per foot basis separately from the per foot cost of installation of the wells in accordance with Attachment 2, Schedule of Prices C.

9.4.4 Analysis

Payment for analysis shall be on a per sample basis in accordance with Schedule of Prices B. Per sample rates shall be based on 30-day turn-around-time for results and summary data packages.

Payment of fully supported data package will be based on the percentage provided in Schedule of Prices B, Part IV, Multiplier, applied to the base analytical rate.

9.4.5 Equipment

Payment for provision of assessment related equipment shall be on a per day basis, for the following items, in accordance with Attachment 2, Schedule of Prices D. Twenty four (24) hours shall constitute the per day rate. The per day rate will not be pro-rated. The per day rate shall be all inclusive, including but not limited to efforts to obtain, operate, and return the equipment:

- X-ray fluorescence (**XRF**) spectrometer
- Transducer
- Water level indicator
- Photo ionization detector (PID)
- Man lift

9.4.6 Reporting

Payment for Phase II Assessment or RECAP Assessment report preparation shall be on an hourly basis in accordance with Attachment 2, Schedule of Prices A.

9.4.7 Disposal

(1) Payment for coordination of disposal activities shall be made on an hourly basis in accordance with Attachment 2, Schedule of Prices A.

(2) Payment for personnel conducting field oversight activities related to disposal shall be made on an hourly basis in accordance with Attachment 2, Schedule of Prices A.

(3) Profiling and/or Characterization: Payment for profiling and/or characterization shall be made according to the rates in Attachment 2, Schedule of Prices B.

(4) Payment for disposal shall be made at cost. Due to the location of possible TBA sites being anywhere within the state of Louisiana, the proximity of permitted waste disposal facilities to each possible site location and the complexity of disposal parameters that disposal price is based on (such as the number and types of constituents, as well as concentration levels), the Department shall consider cost reimbursement for the resulting disposal to be the most advantageous method for disposal, and to be in the best interest of the State. The disposal facility must be permitted and approved by the Department **prior** to the Contractor disposing of the waste. Upon receipt of a properly executed invoice which includes documentation of costs from the transporter, disposal facility and other disposal related costs, the Department will reimburse the Contractor based on the actual charges incurred for waste disposal.

9.5 Corrective Action Plan (CAP) or Analysis of Brownfields Cleanup Alternatives (ABCA)

Payment for CAP or ABCA development shall be paid on an hourly basis in accordance with Attachment 2, Schedule of Prices A and will be made upon successful completion and approval of each CAP or ABCA. Payment shall be made for the actual number of hours worked in accordance with executed Work Orders.

9.6 Attendance at Public Meetings

Payment for attendance at public meetings shall be made on an hourly basis for the actual number of hours worked in accordance with Attachment 2, Schedule of Prices A.

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ATTACHMENT 2
SCHEDULE OF PRICES A
LABOR CATEGORIES AND MISCELLANEOUS

"Targeted Brownfields Assessment Services III"
Louisiana Department of Environmental Quality

Labor Categroy	Payment Unit[1]	Unit Rate[2,3]
Project Manager	Hour	
Quality Assurance Manager	Hour	
Scientist (Chemist, Biologist, Geologist, Engineer, etc.)	Hour	
Technician	Hour	
Administrative/Clerical Support	Hour	
Expert Witness	Hour	

EDR® or Equivalent Report for AAI's & Title Searches	Payment Unit	Unit Rate
Regulatory Database Review - Level 1 Package EDR® Standard Package or equivalent	Report	
Regulatory Database Review - Level 2 Package (EDR® Essential Package or equivalent)	Report	
Regulatory Database Review - Level 3 Package EDR® Premium Package or equivalent	Report	
Title Search	**AT COST**	**AT COST**
Travel Expenses	**In Accordance with PPM 49**	

[1] Labor category descriptions (are found in Statement of Work, Section 5.1). Work activities may be performed by an approved subcontractor, as approved by the Department Project Manager, in accordance with the rate provided in the contract.

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

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

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm

*ALL BLANKS MUST BE COMPLETED

ATTACHMENT 2
SCHEDULE OF PRICES B
ANALYTICAL

"Targeted Brownfields Assessment Services III"
Louisiana Department of Environmental Quality

Analysis	Method	Payment Unit	Unit Rate
Part 1 - Common Test			
Closed-System Purge and Trap and Extraction for Volatile Organics in Soil and Waste Samples	SW-846 Method 5035, Volume 1B (Identify the sample kit to be used (Encore® OR Terracore®))		
	Sample Kit Used:	sample kit	
Volatiles	SW-846 Method 8260B	sample	
BTEX only	SW-846 Method 8260B	sample	
1, 2 – Dibromomethane and 1, 2 – Dibromo-3-Chloropopane	SW-846 Method 8011	sample	
Volatile Petroleum Hydrocarbons (VPH)	Massachusetts Department of Environmental Protection Method	sample	
Extractable Petroleum Hydrocarbons (EPH)	Massachusetts Department of Environmental Protection Method	sample	
Semi-volatiles	SW-846 Method 8270C	sample	
Toxicity Characteristic Leaching Procedure (TCLP)	SW-846 Method 1311	sample	
RECAP Metals (see Exhibit C)	SW-846 Method (see Exhibit C)	sample	
Part 2 - Other Parameters			
Total Petroleum Hydrocarbons (TPH)-Gasoline Range	SW-846 Method 8015B (modified-extraction/GC-FID)	sample	
TPH-Diesel Range	SW-846 Method 8015B (modified-extraction/GC-FID)	sample	
TPH-Oil Range	SW-846 Method 8015B (modified-extraction/GC-FID)	sample	
Toxic Compounds in Ambient Air	TO-15	sample	
Canister Cleaning	Appropriate Method	canister	

ATTACHMENT 2
SCHEDULE OF PRICES B
ANALYTICAL

"Targeted Brownfields Assessment Services III"
Louisiana Department of Environmental Quality

Analysis	Method	Payment Unit	Unit Rate
Organochlorine Pesticides	SW-846 Method 8081	sample	
Organophosphate Pesticides	Appropriate Method	sample	
Polychlorinated Biphenyls (PCBs)	SW-846 Method 8082	sample	
Chlorinated Herbicides	SW-846 Method 8151A	sample	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/Low Resolution Mass Spectrometry	SW-846 Method 8280	sample	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/High Resolution Mass Spectrometry	SW-846 Method 8290	sample	
Percent Organic matter	ASTM 2974	sample	
Asbestos from Bulk Samples	EPA 600/R-93/116	sample	
Oil and Grease in water	EPA 1664A	sample	
Total Dissolved Solids in water	Method 2540C, Standard Methods for the Examination of Water and Wastewater, 18th Edition	sample	
Ignitibility	SW-846 Method 1010A	sample	
	SW-846 Method 1020B	sample	
	SW-846 Method 1030	sample	
Reactivity Cyanide	Method 7.3.3.2	sample	
Reactivity Sulfide	Method 7.3.4.2	sample	
Corrosivity	SW-846 Method 9040C	sample	
	SW-846 Method 9045D	sample	
	SW-846 Method 1110	sample	
Synthetic Precipitation Leaching procedure (SPLP)	SW-846 Method 1312	sample	

ATTACHMENT 2
SCHEDULE OF PRICES B
ANALYTICAL

"Targeted Brownfields Assessment Services III"
Louisiana Department of Environmental Quality

Analysis	Method	Payment Unit	Unit Rate
Chromium VI (hexavalent chromium)	SW-846 Method 7195	sample	
	SW-846 Method 7196A	sample	
	SW-846 Method 7197	sample	
	Method 7198	sample	
	Method 7199	sample	
	EPA 218.4	sample	
	Standard Methods 3111C	sample	
	Standard Methods 3500 Cr D	sample	
Total Organic Carbon (TOC)	SW-846 Method 9060	sample	
BTEX by GC with PID and/or ECD	SW-846 Method 8021B	sample	
Phenols	SW-846 Method 8040 or Appropriate Method	sample	
Phenolics	SW-846 Method 9066	sample	
Polynuclear Aromatic Hydrocarbons	SW-846 Method 8310	sample	
Mercury	SW-846 Method 7470/7471	sample	
	EPA 245.1	sample	
	EPA 245.2	sample	
	SM 3112B	sample	
	Method 1631E	sample	
Tetra-Ethyl lead	Appropriate Method	sample	
Radium 226	EPA 903	sample	
	EPA 903.1	sample	
Radium 228	EPA 904	sample	
Gross Alpha and Gross Beta	EPA 900	sample	
Alcohols	Appropriate Method	sample	
Percent Moisture	Appropriate Method	sample	
Cyanide	SW-846 Method 9012A	sample	
Aluminum	6010	sample	

ATTACHMENT 2
SCHEDULE OF PRICES B
ANALYTICAL

"Targeted Brownfields Assessment Services III"
Louisiana Department of Environmental Quality

Analysis	Method	Payment Unit	Unit Rate
Antimony	6010	sample	
Arsenic	6010	sample	
Barium	6010	sample	
Beryllium	6010	sample	
Cadmium	6010	sample	
Calcium	6010	sample	
Chromium	6010	sample	
Cobalt	6010	sample	
Copper	6010	sample	
Iron	6010	sample	
Lead	6010	sample	
Magnesium	6010	sample	
Manganese	6010	sample	
Nickel	6010	sample	
Potassium	6010	sample	
Selenium	6010	sample	
Silver	6010	sample	
Sodium	6010	sample	
Thallium	6010	sample	
Vanadium	6010	sample	
Zinc	6010	sample	

Part 3 - Geotechnical Test

Unified Soil Classification	ASTM D2487	sample	
Atterberg Limit Determination	ASTM D4318	sample	
Particle Size Analysis	ASTM 422	sample	

ATTACHMENT 2
SCHEDULE OF PRICES B
ANALYTICAL

"Targeted Brownfields Assessment Services III"
Louisiana Department of Environmental Quality

Analysis	Method	Payment Unit	Unit Rate
Hydraulic Conductivity (Constant Head)	ASTM D2434	sample	
Hydraulic Conductivity (Falling Head)	ASTM D5084	sample	

Part 4 - Multiplier

Item	Payment Unit	Percentage
Fully supported data package	% of base analytical cost	

*Where matrix is not specified, unit rate will apply to both water and sediment/soil. All sample preparation, extraction, digestion, etc. shall be included in the analytical prices. No separate payments will be made for these procedures. Canister rental shall be included in the analytical prices for air analyses; no separate payments will be made for this item.

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

*Unit Rates shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) and profit.

*ALL BLANKS MUST BE COMPLETED. Rates MUST be inserted for EVERYmethod. If the contractor or subcontractor does not have current LELAP accreditation, the Department will allow the Contractor or Subcontractor to (1) apply to LELAP for accreditation or (2) apply to LELAP for recognition if a method is currently NELAP certified by another state.

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ATTACHMENT 2
SCHEDULE OF PRICES C
CORING AND MONITORING WELLS

"Targeted Brownfields Assessment Services III"
Louisiana Department of Environmental Quality

Task	**Payment Unit**	**Unit Rate[1]**
Direct Push Coring		
Direct push coring – soil sampling only	foot	
Direct push coring – temporary well placement	foot	
Monitoring Wells		
Installation of soil boring (soil sample only)	foot	
Installation of 2-inch wells	foot	
Installation of 4-inch wells	foot	
Plugging and Abandonment of 2-inch wells	foot	
Plugging and Abandonment of 4-inch wells	foot	
Waste Characterization and Transport/Disposal		
Waste Transport/Disposal	**At Cost**	**At Cost**

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

*ALL BLANKS MUST BE COMPLETED

ATTACHMENT 2
SCHEDULE OF PRICES D
EQUIPMENT

"Targeted Brownfields Assessment Services III"
Louisiana Department of Environmental Quality

Item	Unit	Unit Rate[1]
X-ray fluorescence (**XRF**) spectrometer	Day	
Transducer	Day	
Water level indicator	Day	
Photo ionization detector (PID)	Day	
Man lift	Day	

[1] Rates shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) travel expenses associated with each line and profit. The per day rate shall be all inclusive, including but not limited to efforts to obtain, operate, and return the equipment

*ALL BLANKS MUST BE COMPLETED

CFMS No._____

ATTACHMENT 3
Form A

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

Contractor: _____

Project Title: "_____"

Reporting Period: _____

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

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

_____ _____
Signature Date

ATTACHMENT 5

REQUIREMENTS OF GRANT NO. RP-966781-01

1. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.

b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process including posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal date.

c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.

d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

f. If the prime contractor awards subcontracts he shall take steps outlined above (a. – e.).

g. Include in bid documents for subcontractors the negotiated "fair share" percentages:

- MBE: Construction 11%; Supplies 5.5%; Services 13%; Equipment 3.4%
- WBE: Construction 8.8%; Supplies 16%; Services 19%; Equipment 10%

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The prime contractor shall pay all subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.

The prime contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

2. REPORTING REQUIREMENTS

a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted semi-annually by the Contractor on Attachment 5, Form A. The information in the report should cover the period ending March 30th and September 30th and must be submitted within fourteen (14) calendar days of the end of the preceding period.

   This report should be submitted to:

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

   Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

b. Each Contractor must provide their Data Universal Numbering System (DUNS) number by completing Attachment 5, Form B, Transparency Act Reporting Information Form. **This form must be provided to the Department within 30 days upon receipt of a fully executed contract**.

   This form should be submitted to:

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

   Failure to submit this form will result in payment being withheld.

CFMS No.__

ATTACHMENT 5
Form A

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: RP-96678101

1. Procurement Made By		2. Business Enterprise		3. $ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Services (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Contractor	Sub-Contractor	Minority	Women				

Type of product or service codes:

1 = Construction 2 = Supplies 3 = Services 4 = Equipment

A = Business Services
B = Professional Services
C = Repair Services
D = Personal Services

A good faith effort has been made to obtain MBE/WBE vendors_____ **DATE:**_____
Signature

Semi-Annual Reporting ___(Oct-Mar) ___(Apr-Sept)

5/27/08

ATTACHMENT 5
FORM B
TRANSPARENCY ACT REPORTING INFORMATION FORM

This form is required for projects funded in whole or in part from federal grants awarded on or after October 1, 2010.

Contractor information:

Name:	
Data Universal Numbering system (DUNS) No.*:	
LDEQ Contract Number:	
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of contractor Utility Service Area:	

*If the DUNS No. provided above is registered under a different name than the recipient of funding, please provide the registration name below:

DUNS Name	

DUNS Registration Information: http://fedgov.dnb.com/webform OR 1-866-705-5711

Registration is free and can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes. Internet requests are fulfilled within 24 hours. If the contractor has not yet obtained a DUNS Number, please do so immediately. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Description of the project:

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did contractor receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did contractor receive $25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the contractor through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

Exhibit A
Submittal Requirements for Analytical Data

The Contractor must be capable of producing two types of data deliverables to meet the requirements of Attachment 1, Statement of Work: a fully–supported data package and a summary report. Refer to the Department's public web page for the Department's Electronic Data Deliverable (EDD) Submittal Requirements Manual and List of Valid Values: www.deq.louisiana.gov/portal/tabid/2839/default.aspx.

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

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

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

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

Data Packages

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

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

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

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

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

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

Summary Reports

Summary reports must include at a minimum all requirements of LAC 33:I:5313 for reporting. Copies of the chain of custodies must also be included. The data deliverable package shall be one complete document, paginated, with reproduction quality such that all pages are legible. The EDD shall be checked with the EDP and free of errors. The report must include the laboratory certification number, the date of

report preparation, a cross-reference between the Department sample identifications and the laboratory identifications. The report must define any data qualifiers contained in the analytical results. Associated QC data must be included in the analytical report and the EDD.

Fully-Supported Data Packages

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

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EXHIBIT B - SAMPLE WORK ORDER COST ESTIMATE FORM
SITE NAME
ADDRESS

ITEM	UNITS	QUANT.	RATE	DEPTH/ WELL	TOTAL
TASK 1 - ALL APPROPRIATE INQUIRY					
Labor Category: _____	Hours				
Labor Category: _____	Hours				
TRAVEL (per person)					
Labor Category: _____ (use separate lines for each person)	Hours				
Meals	Meals				
Lodging	Days				
Mileage	Miles				
TASK TOTAL					
TASK 2 - PHASE II OR RECAP ASSESSMENTS					
Site Reconnaissance, Labor Category: _____	Hours				
Sampling Work Plan, Labor Category: _____	Hours				
Oversight of Coring, Soil Sample Collection, Oversight of Monitor Well Installation, Well Development and Well Sampling, Labor Category: _____	Hours				
TRAVEL					
Labor Category: _____ (Use separate lines for each person)	Hours				
Meals	Meals				
Lodging	Days				
Mileage	Miles				
TASK TOTAL					
TASK 3 - ANALYTICAL COST (SOIL AND GROUNDWATER) (Includes Waste Characterization)					
SOIL ANALYSIS					
-	Analysis				
-	Analysis				
-	Analysis				
-	Analysis				
-	Analysis				
GROUNDWATER ANALYSIS					
-	Analysis				
-	Analysis				
-	Analysis				
-	Analysis				
-	Analysis				
TASK TOTAL					
TASK 4 - DIRECT PUSH CORING	Per Foot				
TASK 5 - MONITORING WELLS	Per Foot				
TASK 6 - WASTE DISPOSAL					
Labor Category: _____	Hours				
- Transportation	Cost				
- Disposal	Cost				
TASK TOTAL					
TASK 7 - REPORT					
Report Name					
- Project Manager	Hours				
- Quality Assurance Manager	Hours				
- Scientist	Hours				
- CADD, word processing technician	Hours				
- Word Processing/clerical	Hours				
TASK TOTAL					
TOTAL TO COMPLETE					

Notes

Exhibit C
RECAP Metals and Cyanide

Parameter	Method
Arsenic	6010
Barium	6010
Cadmium	6010
Chromium	6010
Chromium, hexavalent	7196
Cobalt	6010
Copper	6010
Cyanide	9012A
Lead	6010
Mercury	7470A/7471A
Selenium	6010
Silver	6010
Thallium	6010
Vanadium	6010
Zinc	6010

The cost for analysis for RECAP Metals and Cyanide shall include all preparation costs.

Exhibit D

Analysis of Brownfields Cleanup Alternatives (ABCA) Requirements

The document shall start with an **Introduction & Background section** where the site location (address), previous uses of the site, past site assessment findings and the project goal (reuse plan) are summarized. A summary of the environmental investigations that have occurred at the site, including what the Phase I and Phase II assessment reports revealed in terms of contamination present, if applicable, shall be provided.

Second, the document shall contain a discussion of **Applicable Regulations and Cleanup Standards.** For example, the Contractor shall provide a discussion of the Cleanup Oversight Responsibility (identify the entity, if any, that will oversee the cleanup, e.g., the state, Licensed Site Professional, other required certified professional), the Cleanup Standards for major contaminants (briefly summarize the standard for cleanup e.g., state standards for residential or industrial reuse) and the Laws & Regulations that are Applicable to the Cleanup (briefly summarize any federal, state, and local laws and regulations that apply to the cleanup).

Finally, the document shall contain an **Evaluation of Cleanup Alternatives.** For example, the Contractor shall provide a discussion of the Cleanup Alternatives Considered (minimum two different alternatives plus No Action), the Cost Estimate of Cleanup Alternatives (brief discussion of the effectiveness, implementability and a preliminary cost estimate for each alternative) and the Recommended Cleanup Alternative.