

REQUEST FOR PROPOSALS

“Ultimate Biochemical Oxygen Demand (UBOD) Analysis and Consulting Services”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 2013-05-3501

Proposal Due Date/Time: February 15, 2013/3:00 p.m. CST

Issue Date: January 16, 2013

REQUEST FOR PROPOSALS

“Ultimate Biochemical Oxygen Demand (UBOD) Analysis and Consulting Services” Louisiana Department of Environmental Quality

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REQUEST FOR PROPOSALS

“Ultimate Biochemical Oxygen Demand (UBOD) Analysis and Consulting Services” 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 Ultimate Biochemical Oxygen Demand (UBOD) analysis and consulting services to ensure continuous analysis regardless of sample load and/or laboratory availability. The goals are to support the Department’s monitoring and assessment of ambient environmental conditions, and the investigation and assessment of sites of known, potential or suspected contamination throughout the State. The analytical data must be of a quality such that it may be admissible and defensible if presented in litigation as evidence. The Department invites all qualified parties (companies and individuals) to submit proposals for providing these services. The Department anticipates to award only one contract, however, 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 twelve (12) months, beginning approximately June 1, 2013 and ending approximately May 31, 2014, with the option to renew annually up to 2 additional years (not to exceed a total of 36 months). Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract amount based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. The Department reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract amount, using the unit prices established in Attachment 2, Schedule of Prices. This contract and any amendments require the approval of the Division of Administration, Office of 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 January 31, 2013. 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: deqprocurement@la.gov

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

Responses to these questions can be accessed by going to www.deq.louisiana.gov/RFP. 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 February 15, 2013. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

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

Mail through the U. S. Postal Services is not delivered directly to the Department's headquarters building. Therefore, Proposers are advised to hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for

messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

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

1.6 Changes, Addendum, or Withdrawal of Proposals

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

1.7 RFP Schedule Summary

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

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	1/16/13	
Deadline for the Department receipt of written questions from prospective Proposers	1/31/13	3:00 p.m.
Proposal due date and time	2/15/13	3:00 p.m.
Oral presentations by Proposers (if required)	To be scheduled	
Estimated award date	Approximately 3/20/13	
Estimated initiation of the Trial Period	Three (3) calendar days from notice of award	
Estimated initiation of the contract period	Approximately 6/1/13	

1.8 Definitions

Shall, Will, Must: Denote a mandatory requirement

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

1.9 Trial Period

The responsible and qualified Proposer with the highest rated proposal shall participate in a trial period facilitated by the Department. The Proposer's signature on RFP Appendix A, Cover Sheet certifies that the Proposer shall agree to participate in the trial period as stated in Item 7 of Appendix A. The trial period shall be at the sole expense of the tentatively selected Proposer and shall be at no cost to the Department. The trial period shall begin in three (3) calendar days from notice of award and conclude upon successful accreditation or on June 1, 2013, whichever is earlier. The trial period shall be used to allow the tentatively selected Proposer time to:

1. Obtain the standards required by the analytical method(s);
2. Submit Method Detection Limit (MDL) Study to Louisiana Environmental Laboratory Accreditation Program (LELAP) within 65 calendar days of notice of award;
3. Submit Demonstration of Capabilities (DOC) to LELAP within 65 calendar days of notice of award;
4. Apply for LELAP accreditation within 65 calendar days of notice of award;
5. Perform successful analysis of a blind sample on all analytes using Department approved methods;
6. Submit trial analytical reports to the Department for identification of any problems requiring correction prior to official analysis under the contract; and
7. Obtain LELAP accreditation.

If the tentatively selected Proposer fails to obtain all requirements identified in 1-7 above by June 1, 2013, the Department may elect to cancel the award/contract and award the contract to the next-highest-ranked Proposer.

If the Proposer plans to use subcontractors to perform any tests identified in Attachment 2, Schedule of Prices, UBOD Analysis Summary Report and UBOD Analysis Fully-Supported Data Package, the subcontractor shall meet all steps and requirements as stated above.

If the Proposer and, if applicable, the subcontractor is currently LELAP accredited for all tests listed in Attachment 2, Schedule of Prices, the Trial Period shall be waived. If the Trial Period is waived, the contract may begin prior to June 1, 2013.

1.10 Resources

Valuable information concerning these services can be found using the following links:

- 1.10.1** Department SOP for the Determination of Ultimate Biochemical Oxygen Demand (UBOD Survey) (SOP #1188) can be found under the RFP posting at <http://www.deq.louisiana.gov/portal/tabid/77/Default.aspx>

PART II. GENERAL INFORMATION

2.1 Corporation Requirements

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

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

2.2 Code of Ethics for State Employees

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

2.3 Insurance Requirements

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

2.4 Laboratory Accreditation

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

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

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 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 complete and include in their proposal, Appendix D, Veteran-Owned and Service-Connected Small Entrepreneurships (Veterans Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

Table.

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

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small 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). If Proposers are currently LELAP accredited, Proposers should include their Scopes of LELAP accreditation as proof of accreditation in their proposal. The Proposer's Scope of Services should be presented in as much detail as judged necessary by the Proposer. An unsupported statement that the Proposer will comply with all the requirements of this solicitation shall not be acceptable.

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

(1) Project Management

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

(a) Overall company organization

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

(b) Project organization

The Proposer should provide the following information

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

(c) Management approach

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

(2) Performance of Project Tasks

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

(3) Standard Operating Procedures (SOP)

The Standard Operating Procedures (SOP) of the selected Proposer and any proposed subcontractor shall be maintained at the laboratory for accreditation purposes and are not required to be submitted with proposals and, therefore, will not be evaluated. The Proposer should include a statement in his proposal assuring the Department that all

LELAP SOP requirements and method-specific requirements will be met for requested analyses.

(4) Quality Assurance/Quality Control (QA/QC) Plans

For the purposes of this RFP, QA/QC Plans shall be maintained at the laboratory for accreditation and are not required to be submitted with proposals and, therefore, will not be evaluated. The Proposer should include a statement in his proposal assuring the Department that all LELAP QA/QC requirements and method-specific requirements will be met for requested analyses.

(5) Equipment, Facilities, Location, Availability, and Disaster Plan

Proposers should demonstrate that the convenience of their laboratory will meet the provisions as defined in Attachment 1, SOW, including but not limited to Sample Pickup and Transport and Turnaround Time. Proposers should discuss their hours of operation, sample pickup proposals to each listed regional office, and weekend, after hours, and holiday availability. The Proposer should include a statement in his proposal assuring the Department that all LELAP requirements pertaining to equipment and facilities will be met. The proposal should describe contingency plans for analysis of Department samples in the event of a disaster affecting their facility operations.

3.2.4 Personnel Qualifications and Experience

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

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

3.2.5 Company Qualifications and Experience

The Proposer should describe the company's qualifications and experience that are relevant to the proposed tasks listed in Attachment 1 (SOW). Experience will be considered relevant if prior projects major features include analytical and analytical consulting services. Experience with extended BOD analytical work (i.e., longer than 5-day BOD) is preferred but not required. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the Department may be considered by the Department for proposal evaluation, whether or not listed by the Proposer.

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

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

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

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

3.2.6 Subcontractors

All subcontractors proposed for use by the Proposer for this project should be identified on Appendix A, Proposal Cover Sheet. The Proposer should provide a signed letter of agreement or a copy of a signed contract from any subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project. If the subcontractor(s) are currently LELAP accredited, the proposer should include their scopes of accreditation as proof of accreditation.

The proposed subcontractor should also include a statement in his commitment letter that states he agrees to participate in a trial period at no cost to the Department.

3.2.7 Price Proposal (Schedule of Prices)

Each Proposer must submit a price proposal using the Department's pricing structure provided in Attachment 2, Schedule of Prices. No other format shall be acceptable.

Proposals not including a Schedule of Prices shall be disqualified. Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "\$0" must be entered. If a Proposer identifies deficiencies or errors in this format, he should bring this information to the attention of the Department prior to proposal submission. The Department will review the information, and, if necessary, will issue any correction as an addendum to the RFP.

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

The rates for each line in Attachment 2, Schedule of Prices, for UBOD Analysis Summary Report and UBOD Analysis Fully-Supported Data Package shall include all associated direct costs (labor, equipment, supplies, sampling supplies, sample containers, as applicable, normal 30 day turnaround time after final reading of the 60 Day UBOD sample, shipping containers, sample pickup and transport, sample storage and disposal, extraction/preparation, cleanup costs, 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 rates for each line under Labor and Surcharges in Attachment 2, Schedule of Prices, 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.

3.3 Elements for Financial Information (Volume II)

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

- (Preferred) Financial Statements reviewed by a CPA for the past 3 years. This includes:
 - Notes to the Financial Statements, and
 - The CPA's Reviewed Report for each year
- Letter of intent to obtain a 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) a Schedule of Prices (Part III, Section 3.2.7).

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

The scores will be compiled using Table 2. Evaluation Criteria. The responsible and qualified Proposer(s) with the highest rated proposal will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the Department Secretary or his designee. The tentative selection is subject to the approval of the Secretary of the Department or his designee and the Division of Administration, Office of Contractual Review. The Secretary of the Department or his designee is the only individual who can legally commit the Department to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Division of Administration, Office of Contractual Review.

4.2 Evaluation Criteria

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

Table 2. Evaluation Criteria

CRITERIA	MAXIMUM SCORE
1. Merit of the Proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).	10
2. Qualifications and relevant experience of the Proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6).	20
3. Qualifications and relevant experience of the Proposer in providing analytical and analytical consulting services. Experience with extended BOD analytical work (i.e., longer than 5-day BOD) is preferred but not required (Part III, Sections 3.2.5 and 3.2.6).	35
4. Price (Part III, Section 3.2.7).	25
5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.4)	10
TOTAL SCORE	100

4.3 Price Evaluation Calculation

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

$$25 \quad \times \quad \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} = \text{Proposal price points}$$

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

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

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

Proposer Status and Reserved Points:

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

4.5 Clarifications and Oral Presentations

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

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 March 1, 2013. Presentations will be made by the selected Proposers on March 8, 2013, at a time assigned by the Department.

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

4.6 Determination of Responsibility

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

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

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

4.7 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, the Department estimates that the contract will be awarded by approximately March 20, 2013, and will issue a "Notification of Award" letter to the successful Proposer. Unsuccessful Proposers will also be notified of the Department's decision in writing, and may request a post-award debriefing by contacting Sharon Schexnayder at (225) 219-3812, or by e-mail at sharon.schexnayder@la.gov.

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: “Ultimate Biochemical Oxygen Demand Analysis and Consulting Services”

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).
7. I agree to participate in the Trial Period as described in RFP Part I, Section 1.9 Trial Period.

Signature

Date

**APPENDIX B
EXPERIENCE TABLE**

"Ultimate Biochemical Oxygen Demand Analysis and Consulting Services" 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 CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2013, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Contactor Name, Contractor Address, Tax ID No. _____ hereinafter referred to as the "Contractor".

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

1. PROJECT IDENTITY

This contract shall be identified as **"Ultimate Biochemical Oxygen Demand (UBOD) Analysis and Consulting Services"** 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 June 1, 2013 through May 31, 2014. This period shall be known as the base contract. The Department reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract.

3. SCOPE OF SERVICES

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

4. NOTICE TO PROCEED

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

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of \$0.00. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. 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. Payment shall be made upon attendance at the Commencement Conference, completion and approval of each analytical episode and acceptance of the analytical results and upon hours worked as a consultant or expert witness, as determined by the Project Manager.

The rates for each line in Attachment 2, Schedule of Prices, for UBOD Analysis Summary Report and UBOD Analysis Fully-Supported Data Package shall include all associated direct costs (labor, equipment, supplies, sampling supplies, sample containers, as applicable, normal 30 day turnaround time after final reading of the 60 Day UBOD sample, shipping containers, sample pickup and

transport, sample storage and disposal, extraction/preparation, cleanup costs, 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 rates for each line under Labor and Surcharges in Attachment 2, Schedule of Prices 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.

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

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

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

b. Payment Procedure:

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 8.0 Measurement and Payment in the steps listed below:

- (1) The Contractor should submit an original and one (1) copy of an invoice upon participation in the Commencement Conference, completion of each analytical episode and acceptance of the analytical results and upon hours worked as a consultant or expert witness. However, for any services completed by June 30th, the Contractor shall submit the invoice(s) to the Department by July 10th.

- (2) The Contractor shall submit the invoice to:

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

or submit electronically to DEQ-AccountsPayable@la.gov

Each invoice must include:

- (a) the CFMS number;
- (b) the name and address of the Contractor;
- (c) a list of all analyses performed and prices for each analysis;
- (d) order number or report number;
- (e) sample receipt date;
- (f) documentation explaining any discrepancies between the tests listed on the associated chain-of-custody form and the tests billed on the invoices (as applicable);
- (g) invoice amount;

Invoices requesting payment for consultation or expert testimony must include:

- (h) the number of consultation or expert testimony hours provided (including hours of travel) (i.e. timesheets); and
- (i) supporting documentation for travel expenses incurred for the provision of expert testimony or consultation (as applicable) (i.e., mileage reports and receipts).

- (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/Inspection Division.

6. FISCAL FUNDING

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

7. DELIVERABLES

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

8. OWNERSHIP OF DOCUMENTS

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

9. CORRECTION OF DEFICIENT WORK

Prior to payment by the Department, the Contractor shall promptly, without additional cost to the Department, correct any deficient work. Deficient work includes, but is not limited to:

- a. failure to comply with method-specified analytical procedures and/or quality control;
- b. failure to observe sample shelf-lives (missed holding times);
- c. loss of the samples (including mishandling or improper storage);
- d. contamination of samples at the laboratory; and
- e. inadequate documentation.

The Contractor shall reanalyze all affected samples or regenerate the affected data. The Contractor will be responsible for any costs associated with re-sampling including but not limited to, re-sampling costs, administrative costs related to re-sampling, and re-sampling analysis costs of any samples when data cannot be corrected due to technical deficiencies and such data are deemed unusable by the Department. If data from the initial sample cannot be corrected, the data is unusable, and a resample cannot be made, the Contractor shall be responsible for the cost of the initial sample collection, including but not limited to, initial costs, administrative costs, sampling costs, and analysis costs. When multiple analyses are requested for a single location/site, a missed holding time on one parameter may prevent proper assessment of the entire site, in which case resampling where possible, at the Contractor's expense may be necessary.

The Contractor shall notify the Department in writing within thirty (30) days of any indictment or conviction of laboratory practices that invalidates or otherwise renders laboratory analyses inadmissible or indefensible as support for the Department activities. Conviction for such practices shall be cause for termination of this contract, and the Contractor shall reimburse all the Department funds associated with all inadmissible results (analyses, administration, and sample collection).

10. INDEMNIFICATION

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

11. NONASSIGNABILITY

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

12. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, 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.

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. BG-98640313 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.

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. **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.

The revocation of accreditation by any state and/or the suspension or loss of LELAP accreditation shall be reason for termination of this contract.

29. SUBSTITUTION OF PERSONNEL

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

30. 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.

31. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

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

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

33. AMENDMENTS

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

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

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

WITNESSES:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Vince Sagnibene
Undersecretary
Office of Management and Finance

Cheryl Sonnier Nolan
Assistant Secretary
Office of Environmental Compliance

WITNESSES:

CONTRACTOR:

Company Name

APPENDIX D

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

"UBOD Analysis and Consulting Services" RFP
 (Enlarge or duplicate table as necessary)

Name of Certified Veteran Initiative or Hudson Initiative Small Entrepreneurship Subcontractor	Dollar Value of Subcontract Anticipated Earnings to Accrue to the Subcontractor	Experience and Qualifications of Subcontractor	Description of Work Subcontractor will Perform

**ATTACHMENT 1
STATEMENT OF WORK**

**“Ultimate Biochemical Oxygen Demand (UBOD) Analysis and Consulting Services”
Louisiana Department of Environmental Quality**

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality, hereinafter referred to as “the Department”, is responsible for the monitoring and assessment of ambient environmental conditions and the investigation and assessment of sites of known, potential or suspected contamination throughout the State. To support these activities, the Department requires the services of a well-qualified contractor to provide Ultimate Biochemical Oxygen Demand (UBOD) analysis and consulting services to ensure continuous analysis regardless of sample load and/or laboratory availability.

Any laboratory providing analytical services to the Department shall be accredited by the Louisiana Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP) in accordance with LAC 33:I.Chapters 45-59.

The laboratory shall perform all analyses in-house or shall use subcontractor arrangements. The laboratories and/or their subcontractor’s LELAP accreditation shall cover all Department required methodologies for each test category per field of testing. If required reporting limits or quality assurance requirements cannot be met by primary Contractor, subcontractor arrangements shall be utilized.

The Contractor, either as prime contractor or via subcontractor combined, shall have the capability to perform 100% of the tests listed in Attachment 2, Schedule of Prices.

1.1 Goals and Objectives

The goal of the contract shall be to support the Department’s mission for the assessment and monitoring of ambient environmental conditions, as well as the investigation of sites of known, suspected, or potential contamination throughout the State. The objective of this contract shall be to obtain quality, legally defensible analytical data to support the Department’s monitoring and assessment activities. This contract shall be used by the Department to meet its analytical requirements for testing listed in Attachment 2, Schedule of Prices and Exhibit 1.

2.0 CONTRACTOR TASKS

The Contractor shall serve as an analytical resource for contracted analyses as needed by the Department. The Department does not guarantee a minimum amount of work to be performed by the Contractor. The Department will determine and manage the scope, quantity, amount, duration and timing of analytical testing for the Contractor.

The Contractor shall provide all personnel, equipment, materials, reagents, and facilities necessary to conduct the required analyses on all samples received by the contracted laboratory. All instruments must be in good working condition and calibrated prior to use.

The contracted laboratory and subcontractors shall meet the Laboratory Facilities and Equipment and Supplies requirements in LAC 33:I, Chapters 45-59.

2.1 Commencement Conference or Conference Call

A commencement conference shall be held between the Contractor's key personnel (and subcontractor personnel as determined to be necessary by the Contractor) and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The commencement conference shall be held at the Department's Headquarters in Baton Rouge (602 N. 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 shall reserve the right to hold a conference call in lieu of a meeting at the Department's Headquarters, or waive the requirement for a commencement conference. No work shall be performed by the Contractor until the Commencement Conference or Conference Call has been completed or waived.

2.2 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 this Statement of Work, Attachment 2, Schedule of Prices and Exhibit 1. 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 5915.¹ 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 Chapter 5 of 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 Chapter 5 of the 2003 NELAC Standards.

The Contractor and/or subcontractor shall maintain LELAP accreditation for all of the analyses listed in Attachment 2, Schedule of Prices for the duration of the contract term.

2.3 Analytical Methods and Procedures

The Contractor shall provide analysis consistent with the methodology provided in Attachment 2, Schedule of Prices, Exhibit 1, Ultimate BOD Analysis Requirements and Frequency, and the documents referenced in Section 9.0 Resources of this Statement of Work.

The SOPs of the contractor and any subcontractors shall meet all SOP requirements of LAC 33:I.Chapters 45-59, Laboratory Accreditation. SOPs shall be made available to the Department for review upon request. SOPs could become public records unless they are classified as confidential business information following the Department's policy of declaration of confidential business information.

¹ See LAC 33:I.5911 for acceptance of accreditation from another NELAP accrediting authority.

When approved in advance, in writing, by the Department, methods for Nitrate-Nitrite Nitrogen, TKN, TOC, and pH shown in Exhibit 1, Ultimate BOD Analysis Requirements and Frequency may be substituted with other comparable 40 CFR Clean Water Act LELAP accredited methods capable of meeting the Department requested quantitation limits. Methods shown in Exhibit 1 shall not be substituted with other accredited methods without prior written approval by the Department. The Contractor shall be accredited for the alternative method and modified SOP.

Updates to analytical methods must be followed when approved by the Department. All laboratory procedures shall be performed in accordance with the appropriate analytical method. Any deviations, variances or modifications must be equivalent or superior to the requirements of the analytical method and approved by the Department as required in LAC 33:I.5105.B. Comprehensive documentation of these deviations, variances or modifications must be included in the narrative of the final report.

The Contractor is not required to be an EPA Contract Laboratory Program (CLP) laboratory. However, as requested, the Contractor or its subcontractor must be able to provide a fully supported data package complete with CLP equivalent summary forms and all supporting documentation for any analysis that it performs for the Department. See also Section 5.3 Data Package below.

Regulation holding times for samples as specified in the applicable reference documents must be met.

2.4 Sample Quantitation/Reporting Limits

The reporting limits specified in Exhibit 1 shall be Department required. The Contractor shall have the capability to achieve the sample quantitation/reporting limits using the analytical methods specified in Exhibit 1.

Higher reporting limits attributable to interferences and high dilution factors due to sample matrices must be reported to the Department Project Manager and documented and explained in the laboratory narrative. If reporting limits must be modified due to matrix problems, the report shall reflect the modification.

The Contractor shall have documentation of instrument detection limits (established annually) to support its ability to achieve the method-specified sample quantitation limits.

In order to perform accurate statistical assessment of this data, the Department shall require numeric results for all readings/results on all samples analyzed for this contract. Results of greater than or less values than will not be accepted. Each sample must be diluted and/or aerated so as to give UBOD values for each reading throughout the 60 day analysis. All results must be reported to the actual value down to 0.01 mg/L (including QC samples).

Results for the analyses performed on the 60 day UBOD sample (TKN, TOC, and NO₃NO₂N) shall be reported as actual values even if estimated less than the reporting limit. Estimated data shall be qualified with a J.

2.5 Sampling Supplies

Sample containers and any necessary chemical preservatives shall be provided by the Contractor. Related sampling supplies including but not limited to ice chests, deionized water, bubble bags, etc. will also be

provided by the Contractor. The cost of sample containers, chemical preservatives, and related supplies, including shipment costs to any/all Department office(s), shall be included in the analytical prices and shall not be billed separately. Contractor must deliver/ship containers, preservatives, and supplies to all of the Department's regional offices within five (5) calendar days of notice.

2.6 Sample Pickup and Transport

The Contractor must provide personnel and means of transport to pick up samples at Department Headquarters and all of the Department Regional Offices, or other designated locations, as directed.

Physical addresses of all known locations are provided below.

Acadiana Regional Office
111 New Center Drive
Lafayette, La. 70508

Bayou Lafourche Regional Office
110 Barataria St.
Lockport, LA 70374

Dept. of Environmental Quality (Headquarters/Capital Regional Office (CRO))
602 N. Fifth St.
Baton Rouge, LA 70802

Kisatchie Central Regional Office
2129 Rainbow Drive, Bldg. 31
Pineville, LA 71360

Northeast Regional Office
1823 Hwy 546
West Monroe, La. 71292-0442

Northwest Regional Office
1525 Fairfield, Room 520
Shreveport, LA 71101-4388

Southeast Regional Office
201 Evans Road, Bldg 4, Suite 420
New Orleans, LA 70123-5230

Southwest Regional Office
1301 Gadwall Street
Lake Charles, LA 70615

LDEQ Warehouse
1824 Commercial Drive
Port Allen, LA 70767

Common carrier is an acceptable arrangement, with exceptions to be made by the Department. If the Contractor is notified before 12:00 p.m., sample pick-up shall occur on the same day. If the Contractor is notified at 12:00 p.m. or later, sample pick-up shall occur no later than 10:00 a.m. the following business day. If requested by the Department under unusual circumstance, i.e., hurricane response activities or major incidents, the Contractor shall pick up samples on weekends and holidays.

The Contractor shall furnish shipping containers (e.g., ice chests) for the purpose of transporting collected samples between the Department and the laboratory. The cost of shipping containers and all expenses related to sample/container transport shall be included in the Contractor's analytical prices and shall not be billed separately.

The Contractor shall secure the field samples under strict chain-of-custody procedures. Contractor shall follow the packing recommendations stipulated by the Department of Transportation (DOT) rules governing the transportation of hazardous materials.

The Contractor shall be responsible for any damages to samples once custody has been accepted, including transport to subcontractors.

2.7 Chain of Custody/Sample Receipt

The Contractors shall use the Department provided chain of custody form(s). The chain of custody (COC) forms shall be included with each sampling episode. Samples shall be identified as noted on the COC form.

The Contractor must document any appropriate comments or observations related to sample quality as received (e.g., if the custody seals were intact, sample temperature, and condition of samples on receipt, etc.). Any and all anomalies (i.e., temperature excursions, broken containers, etc.) must be reported to the Department project manager within one working day of sample receipt, or as soon as the anomaly is detected. Conditions of sample receipt or other sample handling issues must be included in the narrative of the analytical report.

For all samples received by the Contractor, a sample receipt confirmation must be submitted, including a copy of the chain of custody.

Any anomalies or incidents associated with the Department samples that occur after initial sample receipt must be reported to the Department Project Manager or designee within 48 hours of occurrence.

If a holding time violations is anticipated or has occurred, the Department Project Manager must be notified immediately for approval to proceed or discard the analysis/entire sample.

Internal chain of custody records shall be maintained for all containers of all samples submitted under this contract. Laboratory custody shall begin with sample receipt. Each exchange of custody within the laboratory must be documented with date, time, name of employee, and reason for transfer. Copies of the laboratory chain of custody records shall be included in the data package when fully supporting documentation is requested.

In addition to internal chain of custody records, the Contractor shall maintain a laboratory signature log for all of its employees that come in contact with samples. The signature log must include the typed name of every employee with their signature. A copy of the laboratory signature log must be maintained at the laboratory and made available to the Department upon request.

2.8 Quality Assurance/Quality Control (QA/QC) Requirements

The Contractor and any subcontractor shall maintain a QA/QC Plan that meets or exceeds all LELAP requirements. The QA/QC plan at a minimum shall meet the requirements of LAC 33:I.5301, including but not limited to having protocols in place to evaluate test performance such as accuracy and precision and annual review of the quality system. The objective of the Contractor's QA/QC plan shall be to ensure that the resulting data are acceptable. All data, including QA/QC, generated under this contract shall be subject to inspection and review at any time by the Department and/or its authorized representatives.

The narrative of the analytical report must identify any problems encountered with analytical batch or method QA/QC.

Ninety percent (90%) of all data must have acceptable QA/QC. Acceptable QA/QC shall be defined here as results/recoveries for any quality control sample associated with samples collected under this contract within method specified control limits, including but not limited to method blanks, blank spike and spike duplicates, method spikes and spike duplicates, surrogates, and initial calibration verification. Corrective action shall be taken by the Department at its discretion, to the extent of contract termination, if this requirement is not met.

2.9 Internal Laboratory Verification

The Contractor must have Standard Operating Procedures (SOPs) that detail the appropriate level of laboratory review. Each analytical data package must be complete, legible, and logically organized. The analytical data package shall represent the best efforts of the laboratory and must have been subjected to adequate and sufficient quality review prior to submission. This provision shall include all data generated by subcontractors.

2.10 Sample Storage and Disposal

After all analyses are completed, the raw field samples and associated aliquots shall be retained in the event that any must be reanalyzed. They shall be placed in appropriate storage until either fourteen calendar days after report is issued or sample holding time expiration, whichever is sooner, unless (a) otherwise notified in writing by the Department that the samples must be retained longer or (b) the samples were submitted for criminal investigations as described in the paragraph below. Samples shall be stored in a designated, secure, climate controlled location and its access limited to authorized personnel only. At the end of the storage period, the Contractor shall dispose of all sample material in accordance with applicable state and federal laws, regulations, ordinances, and codes. The cost of proper disposal of all remaining sample material shall be included in the Contractor's analytical prices, and shall not be billed separately.

Samples submitted to the laboratory for criminal investigations, as identified on individual chain-of-custody forms, shall be stored at the laboratory in a separate, secured location. Such samples shall be stored until picked up by the Department or its designee or until the laboratory is directed in writing by

the Department to dispose of the samples. Criminal investigation samples shall be stored for at least four (4) months after receipt of sample(s) by the laboratory. At the end of the four months, the laboratory must contact the Department in writing to request disposition of the criminal investigation samples.

2.11 Turnaround Time (TAT)

The Contractor shall report all analytical results to the Department as soon as the data are available, but no later than 30 calendar days after final reading of the 60 Day UBOD sample. Turnaround time shall commence with the laboratory's acceptance of the samples as noted by the date and time of the signature on the chain of custody form.

The Department does not foresee needing weekend/holiday work for this contract at this time, but if necessary, the Contractor must be able to pick up/receive samples late Friday and on weekends or holidays to meet holding time requirements. If holding times allow, the samples shall be picked up no later than 10 AM the following Monday. The Contractor must coordinate pick-up to meet short holding times.

2.12 Consultation

The Contractor shall provide technical assistance regarding sample collection, analysis, and reporting as specifically requested by the Department. Consultation may also be necessary to discuss the Contractor's performance of the contract. These issues will be considered routine and part of this Statement of Work and shall be included in the Contractor's analysis prices and shall not be billed separately.

If necessary during the term of the contract, the Contractor shall provide analytical consulting services not otherwise defined in this Statement of Work (i.e. meetings, conferences). In those instances, arrangement to provide consulting services will be made on an "as needed" basis. Consulting conferences shall primarily involve discussions concerning analytical methodology and the resulting data for samples analyzed for the Department. The Contractor will prepare documents and provide background information within its areas of expertise. The Contractor shall provide organized reports, calculations, and any other documentation necessary to consult regarding the data in question. Anticipated hours of consulting will be negotiated in advance between the Department and the Contractor.

2.13 Expert Testimony

If necessary during the term of the contract, the Contractor shall provide qualified expert witnesses for court testimony concerning analytical methodology and the resulting data for samples analyzed for the Department. The Contractor will prepare documents, assist in the finding of fact, and provide background information within its areas of expertise. The Contractor shall provide representation and organized reports, calculations, and any other documentation necessary to defend the data in question. Reports and documents gathered by the Contractor for presentation must be submitted to the Department for review and approval prior to their presentation.

If the Contractor is called on to provide expert testimony, a written report describing the Contractor's activities concerning the testimony shall be submitted to the Department. Originals of all documents as well as copies of all calculations and visual aids used during the representation of the Department shall be submitted with this report.

2.14 Laboratory Audits

The Contractor shall be available for auditing by the Department or its designated representative(s) at any time. In addition to the biennial LELAP audits necessary to maintain accreditation, if during the term of the contract the Department suspects poor performance, the Department shall reserve the right to perform additional audits, at the expense of the Contractor.

3.0 PROJECT SCHEDULE

Samples will be submitted to the Contractor as needed by the Department. Within 30 calendar days after final reading of the 60 Day UBOD sample, a completed deliverable will be submitted to the Department. No minimum amount of work is guaranteed.

Typical sample/analysis plan shall be as follows: sufficient sample for Ultimate BOD, TKN, TOC, and Nitrate Nitrite Nitrogen will be collected. After initial setup of the UBOD, periodic readings will be taken. During the course of the 60 day UBOD analysis, typically 10 – 13 readings shall be performed. After each UBOD reading, an aliquot for Nitrate Nitrite Nitrogen shall be poured off of the 2L UBOD sample, preserved, and sent for analysis. Upon survey completion (day 60), aliquots for pH, TKN, TOC, and Nitrate Nitrogen shall be taken from the UBOD sample, preserved as applicable, and sent for analysis.

4.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide qualified personnel, including non-supervisory, to accomplish the required tasks. All personnel, including non-supervisory personnel, shall meet education and experience requirements of LAC 33:I. Chapters 45-59, Laboratory Accreditation.

5.0 PROJECT MANAGEMENT

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

The Department shall be notified, in accordance of LAC 33:I.4715.C and LAC 33:I.5705, of the revocation of accreditation by any state, and will result in automatic suspension of LELAP accreditation. Loss of LELAP accreditation shall be reason for termination of this contract.

If the samples to be analyzed by the Contractor are known or suspected to contain hazardous materials, substances, or waste, it shall be the Contractor's responsibility to take all necessary measures to ensure his employees' or subcontractors' employees' safety.

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

- (1) supervision of the Contractor's personnel;
- (2) contract administration:

- (a) invoicing;
 - (b) changes to the contract;
 - (c) resolving disputes between the Contractor and the Department; and
 - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) meetings and training;
 - (4) record-keeping; and
 - (5) preparation and submission of submittals and deliverables, including but not limited to, analytical reports.

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal, to represent the Contractor's organization and to manage the project. The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the Department Project Manager informed of the project status through written informal communication.

The Contractor shall assign a Technical Liaison, as listed in the Contractor's proposal, who will assist with questions regarding laboratory procedures or specific analyses. The technical liaison shall be knowledgeable of the provision of this Statement or Work, in laboratory procedures and methodology, and the day-to-day operation of the facility. The Department will provide Data Quality Objectives (DQOs) to the laboratory when available. When interferences or dilutions will yield marginal results, those shall be reported to the Department as soon as possible. The technical liaison shall then propose alternative accredited analytical methods to accomplish the data quality objectives of the project.

Payment for an approved alternative method will be at the same rate as the original method. The Contractor shall designate a back-up in the event that the technical liaison is not available.

The Contractor shall notify the Department in writing of any changes in assigned Project Manager or Technical Liaison. The Department shall reserve the right to approve the person assigned to either position, as well as require the replacement of that designee should he/she be found unresponsive to the Department's inquiries.

5.1 Subcontractor Requirements

All subcontractors used by the Contractor for this project must meet all requirements referenced in Section 2.0 Contractor Tasks, including laboratory accreditation requirements. Subcontractors must be listed in the Contractor's proposal or approved in writing by the Department before performing any work for the prime contractor under this contract. It shall be the responsibility of the Contractor to ensure that requirements for quality assurance/quality control and turn-around time are met.

5.2 Deliverables

The Contractor shall prepare and submit one (1) electronic copy of the analytical results (with official laboratory signature) and one (1) LDEQ Electronic Data Deliverable (EDD) as soon as the data are

available but no longer than 30 calendar days after final reading of the 60 Day UBOD sample. The Contractor must submit all deliverables generated under this contract. No deliverables will be accepted directly from subcontractors. The analytical reports and EDDs shall be sent to the following email address: deqlabinfo@la.gov.

If hard copy reports are required, they shall be sent to:

Louisiana Department of Environmental Quality
Office of Environmental Compliance
P. O. Box 4312
Baton Rouge, LA 70821
Attn: Randy Creighton

Unreasonable (as determined by the Department) mailing delays shall be remedied by the Contractor at his expense. Analytical reports sent by overnight means or by courier shall be directed to the Department's (physical) headquarters address listed in Section 2.6 at the Contractor's expense.

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

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

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

At the Department's discretion, failure to meet the deliverable criteria shall 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 within seven days of Department request. Upon completion of the contract, the Contractor shall return all materials provided by the Department for use during the contract.

5.3 Data Packages

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

It is anticipated that less than 20% of analyses will require fully-supported data packages; however, this could be greater based upon the needs of the Department. 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 CLP or equivalent summary forms. Summary reports shall not require attaching raw data.

The narrative of both the summary and fully-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.

5.3.1 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 EQUIS® Electronic Data Processor (EDP) and be 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.

5.3.2 Fully-Supported Data Packages

Fully supported data packages must contain all of the required information as the summary report with the additional CLP or equivalent forms and all supporting raw and calculated data. Supporting raw data shall include, but shall not be limited to, preparation/digestion logs, quantitation reports, instrument analysis reports, analysis run logs, calculation documentation, 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. The Contractor shall 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.

6.0 DEPARTMENT RESPONSIBILITIES

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

- (1) Provide point of contact (liaison) for technical activities (Project Manager) to determine and manage the scope, quantity, amount, duration, and timing of analytical tests for the Contractor;
- (2) Provide point of contact (liaison) for contract activities (Contract Manager);
- (3) Collect samples, label them, and prepare the samples for pickup/shipment with completed chain of custody form(s);

- (4) provide locations for sample pickup;
- (5) when possible, indicate the expected concentration (low vs. high) on the chain-of-custody form;
- (6) indicate when fully supported data packages are required;
- (7) answer questions about a given sample as necessary;
- (8) monitor the Contractor's quality assurance and quality control activities; and
- (9) review, require revision as necessary, and accept deliverables.

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

7.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

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

- (1) Monitoring the Contractor's work through telephone or email communication, or
- (2) ensuring that deliverables are submitted within the timeframe of the contract and meet project specific requirements;
- (3) reviewing, requiring revision as necessary, and approving all deliverables and submittals prior to payment; and
- (4) monitoring the status of the laboratory's LELAP accreditation as necessary.

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

8.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work according to the rates specified in Attachment 2, Schedule of Prices.

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.

8.1 Commencement Conference or Conference Call

The commencement conference payment line item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at the Department's Headquarters in Baton Rouge, or by conference call. Payment shall be made in one lump sum in

accordance with the rates provided in Attachment 2, Schedule of Prices for a face to face meeting, or the lump sum for a conference call, as directed by the Department. Attendance of the Contractor's Project Manager shall be mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor's invoice. Only one line item shall be charged. If the conference is waived, the Department will not be charged.

8.2 Payment for Analyses

The Contractor shall be paid by the Department for actual analyses performed upon approval of compliant and timely deliverables according to the analytical rates in Attachment 2, Schedule of Prices. Untimely, incomplete deliverables shall be subject to reimbursement/non-payment for analyses at the discretion of the Department. Payment for sample analysis will not be made until completion of all work in the same delivery group (SDG).

The price in Attachment 2, Schedule of Prices, UBOD Analysis Summary Report shall be for 30 calendar day turnaround time (after final reading of the 60 Day UBOD sample) and summary/standard reports.

The price in Attachment 2, Schedule of Prices, UBOD Analysis Fully-Supported Data Package shall be for 30 calendar day turnaround time (after final reading of the 60 Day UBOD sample) and fully-supported data packages.

Sample preparation and cleanup procedures costs, including but not limited to preparation, distillation, digestion, cleanup, etc. as applicable, shall be included in the Contractor's analytical prices and not billed separately. No separate payments will be made for these procedures.

The prices of dilutions shall be included in the Contractor's analytical prices and not billed separately.

The Holiday surcharge line item shall only be applied when the work to be performed on the holiday is at the specific written request and approval of the Department and turnaround time and/or sample holding times do not permit performance of these tasks during normal business/non-holiday hours. It shall be used for sample receipt and/or analysis. It shall only be applied once per day for the following days: Good Friday, Easter, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

8.3 Payment for Consulting Services or Expert Testimony

The Consulting Services payment item shall be according to the hourly rate in Attachment 2, Schedule of Prices, and shall include all direct and indirect costs related to this task. Payment shall be limited to actual hours as documented on signed time sheets. Invoices for consulting services shall be accompanied by a written request by the Department Project Manager for reimbursable consulting services. The hourly consultation rate shall not be used for routine correspondence between the Department and the Contractor related to samples and analysis.

The Expert Testimony payment item shall be according to the hourly rate in Attachment 2, Schedule of Prices, and shall include all direct and indirect costs related to this task. Payment shall be limited to actual hours as documented on signed time sheets or as evidenced by the duration of hearings and/or court cases.

8.4 Travel Time and Expenses for Consulting Services or Expert Testimony

Travel time for Consulting Services or Expert Testimony as directed by the Department shall be reimbursed according to the rate in Attachment 2, Schedule of Prices.

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

9.0 RESOURCES

Valuable information concerning this Statement of Work can be found using the following links:

9.1 LDEQ EDD Submittal Requirements Manual and List of Valid Values

www.deq.louisiana.gov/portal/tabid/2839/default.aspx

9.2 CLP Statement of Work

<http://www.epa.gov/superfund/programs/clp/>

9.3 Other Document References

Standard Methods for the Examination of Water and Wastewater, 18th edition, 1992.

Standard Methods for the Examination of Water and Wastewater, 19th edition, 1995.

Standard Methods for the Examination of Water and Wastewater, 20th edition, 1998.

Standard Methods for the Examination of Water and Wastewater, 21st edition, 2005.

U.S. Environmental Protection Agency Contract Laboratory Program (CLP) Statement of Work for Inorganics Analysis Multi-Media, Multi-Concentration ILM04.0.

<http://www.epa.gov/superfund/programs/clp/guidance.htm>

Methods for Chemical Analysis of Water and Wastes. EPA 600-4-79-020, Environmental Monitoring and Support Laboratory, Office of Research and Development, U. S. Environmental Protection Agency, Cincinnati, OH, 1979 and revised March 1983.

EPA User's Guide to the Contract Laboratory Program, U. S. Environmental Protection Agency, Current Edition. <http://www.epa.gov/superfund/programs/clp/guidance.htm>

Federal Register, Vol 40, No. 136, the most current revisions.

http://www.ecfr.gov/cgi-bin/text-idx?sid=03a2e2037be7dac307966706d08ffcc1&c=ecfr&tpl=/ecfrbrowse/Title40/40tab_02.tpl

Georgia Department of Natural Resources, Georgia EPS Long-Term BOD Test Specifications, 2005.
http://www.gaepd.org/Files_PDF/techguide/wpb/EPD_LongTerm_BOD_Test_Specifications.pdf

Louisiana Department of Environmental Quality, Standard Operating Procedure (SOP) For The Determination of Ultimate Biochemical Oxygen Demand (UBOD) Survey.

**Attachment 2
Schedule of Prices
Ultimate Biochemical Oxygen Demand (UBOD) Analysis and Consulting Services**

Please refer to footnotes prior to completing document

Payment Item	Parameter	Quantitation/ Reporting Limit and Method or LDEQ SOP	Laboratory Name & Location (if not Proposer)	List LELAP Accreditation Status C = Current A = Applied I = Intent	Alertnative Method that will be used ²	Payment Unit	Estimated No. of Units	Unit Rate	Line Total
<u>UBOD ANALYSIS SUMMARY REPORT¹</u> (Per Attachment 1, SOW, Section 5.3.1)	Ultimate BOD readings	See Exhibit 1				sample	65		\$0.00
	Nitrate Nitrite Nitrogen readings	See Exhibit 1							
	TKN	See Exhibit 1							
	TOC (true TOC, not NPOC)	See Exhibit 1							
	pH	See Exhibit 1							
<u>UBOD ANALYSIS FULLY- SUPPORTED DATA PACKAGE¹</u> (Per Attachment 1, SOW, Section 5.3.2)	Ultimate BOD readings	See Exhibit 1				sample	5		\$0.00
	Nitrate Nitrite Nitrogen readings	See Exhibit 1							
	TKN	See Exhibit 1							
	TOC (true TOC, not NPOC)	See Exhibit 1							
	pH	See Exhibit 1							

**Attachment 2
Schedule of Prices
Ultimate Biochemical Oxygen Demand (UBOD) Analysis and Consulting Services**

Labor and Surcharges³				
Commencement Conference at LDEQ Headquarters	Lump Sum	1		\$0.00
Conference Call	Lump Sum	1		\$0.00
Expert Testimony	Hour	8		\$0.00
Consulting (i.e., meetings @ LDEQ)	Hour	8		\$0.00
Travel Time for Expert Testimony or Consulting	Hour	8		\$0.00
Holiday Surcharge	Day	1		\$0.00
Total Evaluation Price of all Line Items/Maximum Contract Price				\$0.00

¹Sample Analysis. Rates shall include all associated direct costs (labor, equipment, supplies, sampling supplies, sample containers, as applicable, normal 30 day turnaround time after final reading of the 60 Day UBOD sample, shipping containers, sample pickup and transport, sample storage and disposal, extraction/preparation, cleanup costs, 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.

²Any alternative methods listed shall require prior written approval by the Department.

³Labor and Surcharges. 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.

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**

Exhibit 1
Ultimate BOD Analysis Requirements and Frequency

For every UBOD sample collected, the following analyses shall be required:

Parameter	Quantitation/ Reporting Limit	Method/LDEQ SOP	Number	Frequency
Ultimate BOD readings	0.4 mg/L	SM5210C modified (LDEQ SOP #1188)	10 - 12	see LDEQ SOP
Nitrate Nitrite Nitrogen readings	0.05 mg/L	EPA 353.2 or SM4500 NO3-F	10 - 13	see LDEQ SOP
TKN	0.10 mg/L	351.2	2	initial day and final day
TOC (true TOC, not NPOC)	2.0 mg/L	SM5310B	2	initial day and final day
pH	0.01 SU	SM4500 H-B	2	initial day and final day

**ATTACHMENT 3
Form A**

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

Contractor: _____

Project Title: “ _____ ”

Reporting Period: _____

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

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

Signature

Date

ATTACHMENT 5

REQUIREMENTS OF GRANT NO. BG-98640313

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.
- 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, require the prime contractor to take steps outlined above (a. – e.).

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 annually by the Contractor on Attachment 5, Form A. The information in the report should cover the period ending 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.

**ATTACHMENT 5
Form A**

**MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: BG-98630313**

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 _____
Signature

DATE: _____

Annual Reporting ____ (Oct-Sept)

**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	
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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?	