

REQUEST FOR PROPOSALS

“Risk Assessment and Related Consulting Services”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 5501-08-01

October 18, 2007

REQUEST FOR PROPOSALS

“Risk Assessment and Related Consulting Services” Louisiana Department of Environmental Quality

TABLE OF CONTENTS

	Page
PART I. ADMINISTRATIVE INFORMATION	1
1.1 Request for Proposals	1
1.2 Contract Term and Compensation	1
1.3 Proposal Preparation	1
1.4 Questions and Answers.....	2
1.5 Submission of Proposals	2
1.6 Changes, Addendum, or Withdrawal of Proposals.....	3
1.7 RFP Schedule Summary	3
PART II. GENERAL INFORMATION	4
2.1 “Foreign” Corporations Contracting with the State of Louisiana	4
2.2 Disclosure of Ownership Affidavit.....	4
2.3 Code of Ethics for State Employees	4
2.4 Insurance Requirements	4
2.5 Proposal Costs.....	4
PART III. PROPOSAL PREPARATION INSTRUCTIONS.....	5
3.1 Proposal Content.....	5
3.2 Elements for Technical Proposal (Volume I)	5
3.2.1 Proposal Cover Sheet.....	5
3.2.2 Table of Contents.....	5
3.2.3 Scope of Services.....	5
3.2.4 Personnel Qualifications and Experience	6
3.2.5 Company Qualifications and Experience	7
3.2.6 Subcontractors	8
3.2.7 Price Proposal (Schedule of Prices).....	8
3.3 Elements for Financial Information (Volume II).....	8
3.4 Proposal Format	9
3.5 Use and Disclosure of Confidential Information.....	9
PART IV. PROPOSAL EVALUATION AND SELECTION	10

4.1 Evaluation Process	10
4.2 Evaluation Criteria	10
4.3 Price Evaluation Calculation	11
4.4 Clarifications and Oral Presentations	12
4.5 Determination of Responsibility	12
4.6 Contract Award and Debriefings	13
4.7 Protest of the Solicitation or Award	13

REQUEST FOR PROPOSALS

“Risk Assessment and Related Consulting Services” Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Louisiana Department of Environmental Quality (LDEQ) is responsible for evaluating solid waste management units, hazardous waste sites, underground storage tank sites, spill sites, and inactive and abandoned sites in terms of their risk to human health and the environment. To accomplish this mission, LDEQ requires the assistance of a consultant with proven experience in risk assessment and a strong understanding of data evaluation, exposure assessment, toxicity assessment, risk characterization, and use of the ecological risk assessment methodology. LDEQ’s objective is to secure the necessary technical expertise and support required to assist LDEQ staff in the assessment of exposure and risk. All qualified parties (companies and individuals) are invited to submit proposals for providing these services.

1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately March 1, 2008, and ending approximately February 28, 2009. However, LDEQ reserves the right, at its discretion, to renew the term of the contract for all or part of two option years (not to exceed a total of thirty-six (36) months. Any changes to the term shall be made by written amendment and be approved by the Office of Contractual Review. All renewals shall include the same terms and conditions as the base contract and shall be contingent upon funding by the Louisiana State Legislature. Work performed during any renewal period shall be paid at the rates established for this purpose in the Schedule of Prices (Attachment 4).

Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract cost based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. LDEQ reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract cost, using the unit prices established in the Schedule of Prices. This contract and any amendments require the approval of the Louisiana Office of Contractual Review.

1.3 Proposal Preparation

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

1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the LDEQ Contracts and Grants Division by October 30, 2007. Do not contact other LDEQ program personnel with questions regarding this RFP.**

Questions may be mailed to:

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

or submitted by e-mail to: Robyn.Geddes@la.gov

Questions will also be accepted by FAX at (225) 219-3823. Responses to these questions can be accessed by going to www.deq.louisiana.gov, Contracts and Grants Division. Questions and answers that may potentially result in the disclosure of information from proposals of competing bidders will not be published.

1.5 Submission of Proposals

If you desire to submit a proposal, six (6) copies of the technical information presented in Section 3.2 Elements for Technical Proposal (Volume I), and one (1) copy of the financial information presented in Section 3.3 Elements for Financial Information (Volume II), must be received by the Louisiana Department of Environmental Quality (LDEQ), Contracts and Grants Division, **no later than 3:00 p.m. local time on or before November 19, 2007. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

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

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

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

1.6 Changes, Addendum, or Withdrawal of Proposals

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

1.7 RFP Schedule Summary

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

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	10/18/07	
Deadline for LDEQ receipt of written questions from prospective proposers	10/30/07	4:00 p.m.
Proposal due date and time	11/19/07	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately 12/11/07	
Estimated initiation of the contract period	Approximately 3/1/08	

PART II. GENERAL INFORMATION

2.1 “Foreign” Corporations Contracting with the State of Louisiana

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

2.2 Disclosure of Ownership Affidavit

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

2.3 Code of Ethics for State Employees

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission on Ethics for Public Employees. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Attachment 5, Sample LDEQ Contract, Article 26).

2.4 Insurance Requirements

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See RFP Attachment 5, Sample LDEQ Contract, Article 15). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by LDEQ before work begins.

2.5 Proposal Costs

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

PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

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

3.2 Elements for Technical Proposal (Volume I)

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

3.2.1 Proposal Cover Sheet

Each proposer must complete the proposal cover sheet (RFP Attachment 1). **Proposals lacking a signed cover sheet shall be disqualified.**

3.2.2 Table of Contents

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

3.2.3 Scope of Services

Each proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in LDEQ's Statement of Work (SOW) (RFP Attachment 2). The proposer's Scope of Services should be presented in as much detail as judged necessary by the proposer. An unsupported statement that the proposer will comply with all the requirements of this solicitation is not acceptable. Any exceptions taken to the SOW must be clearly stated and explained.

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

(1) Project Management

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

(a) Overall company organization

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with LDEQ.

(b) Project organization

Provide a project-specific organizational chart identifying the key Contractor 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 LDEQ. 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, and multiple individuals assigned to one position).

(c) Management approach

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

(2) Performance of Project Tasks

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

3.2.4 Personnel Qualifications and Experience

LDEQ anticipates the need for the following professional Contractor personnel:

- (1) the Project Manager must have a Bachelor's degree and a minimum of five (5) years of professional experience in risk assessment and environmental consulting;
- (2) the toxicologist must have a Ph.D. in Toxicology and a minimum of five (5) years of professional experience in risk assessment and environmental consulting; and
- (3) Paraprofessional staff must have a high school diploma or GED.

Describe the qualifications and experience of all key personnel designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. Include résumés showing each assigned individual's education, registrations, accomplishments, and experience. LDEQ will consider only experience that is relevant to the tasks listed in RFP Attachment 2 (SOW).

3.2.5 Company Qualifications and Experience

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

Each proposer should describe projects undertaken by his company during the past three (3) years (i.e., since June 2004). Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The proposer's experience information should be submitted in the tabular format provided in Attachment 3 (Experience Table). The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the proposer should provide:

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

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

3.2.6 Subcontractors

Subcontractors will not be allowed.

3.2.7 Price Proposal (Schedule of Prices)

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

Table 2. Labor Category Descriptions

Labor Category Title	Responsibilities
Project Manager	Management of the project, administration of the contract, and other tasks as assigned
Toxicologist	Review and evaluation of data for exposure assessment, toxicity assessment, risk characterization and risk analysis
Administrative/clerical support	Invoice preparation, procurement, support of the Project Manager, and other paraprofessional and general office duties
Expert Testimony	Providing expert testimony regarding validated data at judicial hearings

3.3 Elements for Financial Information (Volume II)

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

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

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

- (a) Financial Statements compiled by a CPA for each complete year in business and an interim Financial Statement compiled by a CPA for the current year;
- (b) notes to the Financial Statements; and

(c) the CPA's Compilation Report for the corresponding Financial Statements.

OR

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

3.4 Proposal Format

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

3.5 Use and Disclosure of Confidential Information

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., LDEQ records obtained in response to this RFP shall be available to the public unless LDEQ determines that the information requires confidentiality. In order to secure nondisclosure of information contained in its proposal, the proposer must submit a written request to the Secretary of LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws.

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

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

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

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

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

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

4.2 Evaluation Criteria

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

- (1) 10% Merit of the proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).
- (2) 35% Qualifications and relevant experience of the proposer's key personnel assigned to the project (Part III, Sections 3.2.4).

- (3) 30 % Qualifications and relevant experience of the proposer in providing risk assessment consulting services, particularly to state and federal governmental agencies (Part III, Sections 3.2.5).
- (4) 25% Price (Part III, Section 3.2.7).

4.3 Price Evaluation Calculation

Because the price of the contract has been set by LDEQ, the actual contract price included in each proposal cannot be used for price evaluation purposes. Therefore, to compare proposers' unit prices, LDEQ will calculate a total "evaluation price" for each proposal by applying a weighting factor to the average of the proposer's unit rates in each labor category for the base contract (year 1) and two (2) potential option years. The weighting factors are listed in Table 3 below. These numbers will be used for evaluation purposes only and represent the relative proportions of work typically performed by the various labor categories based upon past LDEQ experience with similar projects. They are not intended to specify the level of effort to be provided by the Contractor. A "total price" for each proposal will be calculated as the sum of the line totals in Table 3.

Table 3. Information for Price Evaluation (Table to be completed by DEQ).

Labor Category	Evaluation Weighting Factors	Average of proposer's unit rates	Line Total
Project Manager	50		
Toxicologist	500		
Administrative support/clerical support (paraprofessional)	100		
Expert Testimony	100		
TOTAL PRICE FOR EVALUATION CALCULATION			\$

To compare proposers' unit prices, each proposer's "total price" will be entered into the following formula:

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

The proposal with the lowest price derived from this calculation will receive the maximum possible points in this category. All other proposals will be rated by multiplying the maximum possible points by a fraction that consists of the price of the lowest price proposal as the numerator and the price of the proposal being rated as the denominator.

4.4 Clarifications and Oral Presentations

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

Any or all proposers may be requested to make oral presentations of their proposals to enhance LDEQ's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be notified by the LDEQ Contracts and Grants Division on or before **December 3, 2007**. Presentations will be made by the selected proposers on **December 6, 2007**, at a time assigned by LDEQ.

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

4.5 Determination of Responsibility

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

- (a) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- (b) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements); and
- (c) is able to comply with the proposed or required time of delivery or performance schedule;
- (d) has a satisfactory record of integrity, judgment, and performance (A proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and
- (e) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

4.6 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, LDEQ estimates that the contract will be awarded by approximately **December 11, 2007**, and will issue a “Notification of Award” letter to the successful proposer. Unsuccessful proposers will also be notified of LDEQ’s decision in writing, and may request a post-award debriefing by contacting Laura McDonald at (225) 219-3812, or by e-mail at laura.mcdonald@la.gov.

4.7 Protest of the Solicitation or Award

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

Attachments to this RFP:

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

ATTACHMENT 1. PROPOSAL COVER SHEET

Project Title: _____

Proposer: _____
Company Name

Company Address

Proposer's Contact Person:

Name Title

Address

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

Subcontractors (add lines as necessary):

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

I hereby certify that:

1. This proposal will remain in effect for at least ninety (90) days from November 19, 2007.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Environmental Quality contract provisions (RFP Attachment 5).
5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.

Signature

Date

ATTACHMENT 2. STATEMENT OF WORK

“Risk Assessment and Related Consulting Services” Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality (LDEQ) is responsible for evaluating solid waste management units, hazardous waste sites, underground storage tank sites, spill sites, and inactive and abandoned sites in terms of their risk to human health and the environment. To accomplish this mission, LDEQ requires the assistance of a consultant with proven experience in risk assessment and a strong understanding of data evaluation, exposure assessment, toxicity assessment, risk characterization, and use of the ecological risk assessment methodology. LDEQ’s objective is to secure the necessary technical expertise and support required to assist LDEQ staff in the assessment of exposure and risk.

Risk assessment is used by LDEQ to support risk management decisions such as:

- (1) determining if remediation is necessary;
- (2) identifying the concentration of contaminants that can be left onsite without having an adverse impact on human health or ecological receptors (i.e., to develop site-specific health-based clean-up levels);
- (3) evaluation of ecological risks;
- (4) evaluation of the relative risk to human health associated with the implementation of proposed remedial alternatives; and
- (5) evaluation of risk with regard to permitting issues.

Additionally, LDEQ has promulgated regulations for the implementation of a cross-media Department-wide Risk Evaluation/Corrective Action Program (RECAP). This program serves as a consistent framework to address releases to air, soil, and water. RECAP uses risk evaluation to determine if corrective action is necessary for the protection of human health and the environment and to identify constituent levels in impacted media that do not pose unacceptable risks to human health or the environment (i.e., RECAP standards).

2.0 CONTRACTOR TASKS

2.1 Commencement Conference

Within ten (10) calendar days of LDEQ’s Notice to Proceed, a commencement conference shall be held between the Contractor’s key personnel and LDEQ to discuss the commencement of the project and answer any questions regarding the project. The conference will be held at LDEQ

Headquarters in Baton Rouge. LDEQ will prepare an agenda for the meeting, take minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood by him.

2.2 Technical Assistance and Consulting Services

The Contractor shall provide technical assistance and consulting services pertaining to health risk assessment and related areas. These services shall include, but are not limited to, the following:

- (1) providing technical assistance with the review of work plans and risk assessment submittals to determine compliance with LDEQ's Risk Evaluation/Corrective Action Program (RECAP) regulations;
- (2) providing consultation and training to selected LDEQ staff regarding RECAP and the risk assessment process;
- (3) providing technical information (e.g., toxicological data), source documentation, and interpretation of said information;
- (4) providing technical assistance pertaining to the evaluation and usability of chemical analytical data and related information associated with risk determinations;
- (5) providing computer access to government databases for toxic compound assessment and characterization;
- (6) providing technical assistance at meetings that involve the assessment of risk at regulated sites; and
- (7) providing technical assistance with review and interpretation of selected human health, ecological, and indirect risk assessment work plans and related technical materials received by LDEQ.

In addition to the specific services listed above, any other consultation or technical assistance in the area of expertise of the proposed Contractor assigned by LDEQ shall be provided.

3.0 MINIMUM QUALIFICATIONS OF CONTRACTOR PERSONNEL

The Contractor shall provide a toxicologist with a Ph.D. in Toxicology and a minimum of five (5) years of professional experience in risk assessment and environmental consulting. The Contractor shall provide a local office, and the toxicologist shall be available to LDEQ personnel on an as needed basis.

The Contractor's toxicologist shall be familiar with:

- (1) LDEQ's perspective on risk assessment and the current RECAP regulation. The current RECAP document may be accessed through LDEQ's website: <http://www.deq.state.la.us> (Divisions/Technology/RECAP).
- (2) the methodologies and guidelines set forth by the U.S. Environmental Protection Agency (EPA) for the assessment of human health and ecological risks (Section 6.0) including:
 - (a) EPA guidance documents for assessing potential health risks posed by hazardous waste sites;
 - (b) EPA guidance for evaluating ecological risks; and
 - (c) EPA guidelines for conducting risk assessments associated with indirect exposure to combustor emissions;
- (3) health and indirect assessment protocols including data evaluation, exposure assessment, toxicity assessment, and risk characterization; and
- (4) the Ecological Risk Assessment methodology.

Because the Contractor will provide technical assistance to LDEQ with the interpretation of health and ecological risk assessments and related technical materials submitted by responsible parties and their environmental consultants, the Contractor shall have minimal conflicts of interest with parties regulated by LDEQ.

4.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management to ensure the successful completion of the contract. The Contractor shall plan and supervise all tasks efficiently and with his best skill and attention. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

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

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
 - (a) invoicing;
 - (b) changes to the contract;
 - (c) resolving disputes between the Contractor and LDEQ; and
 - (d) compliance by the Contractor with all contract clauses and conditions;

- (3) scheduling meetings and training sessions;
- (4) record-keeping; and
- (5) preparation and submission of deliverables.

4.1 Operation of the Contract

In order to monitor contract activities and to ensure accountability, work shall be assigned to the Contractor by LDEQ through Work Orders issued according to the following procedure:

- (1) LDEQ will issue a written Work Order signed by the LDEQ Project Manager (or his designated representative) describing the required tasks, deliverables, and due dates. Each Work Order may include multiple tasks. Multiple Work Orders may be in progress at the same time, however, the Contractor must, both in reporting and billing, segregate activities and charges on a Work Order basis.
- (2) The Contractor will review the Work Order and submit a written response to LDEQ within the number of days specified in the Work Order including:
 - (a) the name(s) of the individual(s) assigned to the Work Order (only personnel included in the Contractor's accepted proposal are eligible);
 - (b) an estimate of the level of effort necessary (i.e., the number of work hours and the total estimated cost for completion of the Work Order); and
 - (c) a statement that the Contractor has no conflicts with any companies (including Potentially Responsible Parties (PRPs) and their environmental consultants) named in the Work Order or a statement describing the Contractor's relationships with any companies named in the assigned project.
- (3) LDEQ will review the Contractor's response, request clarification or further information as necessary, negotiate the level of effort proposed as necessary, and determine the acceptability of any identified relationships between the Contractor and any companies named in the Work Order. Acceptance or rejection of the Contractor's response will be provided in writing.
- (4) Upon receipt of written acceptance of the cost estimate, the Contractor shall proceed with the tasks as assigned in the Work Order and provide all deliverables to LDEQ within the established time limits. It is the responsibility of the Contractor to plan and organize his time efficiently in order to meet LDEQ deadlines and provide a complete set of deliverables for each Work Order. Any additional work and/or costs not addressed in the Work Order shall be approved by LDEQ prior to the Contractor performing the work and/or incurring additional costs.

- (5) LDEQ will review completed Work Order deliverables, require revision as necessary, and, upon approval, send to the Contractor written acceptance of the work performed.
- (6) Upon receipt of LDEQ's written acceptance of the work, the Contractor may submit an invoice (with supporting documentation) according to the procedures defined in the contract.

4.2 Deliverables

For each Work Order whose performance exceeds one month, the Contractor shall prepare and submit to the LDEQ Contract Manager by mail a brief Monthly Progress Report describing all work completed or in progress during the preceding month. The Monthly Progress Report shall be provided within two weeks of the end of the preceding month. Reports for multiple Work Orders may be sent together, but must be separable for filing and payment purposes. This report shall include:

- (1) the Contractor's name, address, and the name of the Project Manager;
- (2) LDEQ's contract number and project title;
- (3) the dates of the reporting period;
- (4) the number and title of the Work Order(s); and
- (5) a description of the progress made during the previous 30 day period on each Work Order, including problems experienced, requested and/or approved changes in personnel, and the effect of problems/changes on the due dates of deliverables. (If progress payments will be requested during the performance of a Work Order, the information in the Monthly Progress Report must clearly support the Contractor's request for payment for the corresponding billing period.)

The Contractor shall provide written Monthly Progress Reports, original and two (2) copies. The Monthly Progress Report must be signed by the Contractor's Project Manager. The format of this report may be determined by the Contractor, however, LDEQ reserves the right to require format revisions.

Additional deliverables as required by work order specifications shall be prepared by the Contractor and submitted to the LDEQ Project Manager. The Contractor shall provide written reports, original and two (2) copies, and one (1) copy in PDF format for review and approval by the LDEQ Project Manager. Any and all discrepancies or omissions shall be corrected to the satisfaction of the LDEQ Project Manager before the report is accepted as completed.

4.3 Project Communication

The Contractor shall maintain communications and coordination with LDEQ personnel, including reporting problems encountered in performing this work and notifying LDEQ of schedule delay and/or additional costs.

4.4 Subcontractors

Subcontractors will not be allowed.

4.5 Substitution of Personnel

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

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

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

4.6 Correction of Deficient Work

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

5.0 LDEQ RESPONSIBILITIES

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

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

- (2) provide LDEQ materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (3) monitor the Contractor's work through telephone communications, meetings, and review of Monthly Progress Reports;
- (4) review, require revision as necessary, and accept deliverables; and
- (5) provide assistance in securing site access.

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

6.0 EPA GUIDANCE DOCUMENTS

As necessary for tasks assigned by LDEQ, the Contractor shall use the methodologies and guidelines set forth and updated by EPA for assessing human health and ecological risks. Current EPA guidelines for conducting human health, ecological, and indirect risk assessments include, but are not limited to:

- (1) EPA guidance documents for assessing exposure and potential health risks posed by chemical release sites:
 - USEPA Guidance for Data Useability in Risk Assessment. 1992 (Publication 9285.7-09A).
 - USEPA Guidelines for Exposure Assessment, Notice (FR Vol. 57, No. 104, May 29, 1992).
 - USEPA Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation Manual, Part A, 1989 (EPA/540/1-89/002).
 - USEPA Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation Manual, Part B, Development of Preliminary Remediation Goals, EPA 1991 (Publication 9285.7-01B).
 - USEPA Superfund Chemical Data Matrix, 1994 (EPA/540/R-96/028).
 - USEPA Data Quality Objectives Process for Superfund, Interim Final Guidance. 1993 (EPA/540/R/93/071).
 - USEPA Guidance for the Data Quality Objectives Process. EPA QA/G-4. 2000. (EPA/600/R-96/055).

- USEPA Guidance for Data Quality Assessment Practical Methods for Data Analysis. EPA QA/G-9. QA00 Update. 2000. (EPA/600/R-96/084).
- USEPA Dermal Exposure Assessment: Principles and Applications, 1992 (EPA/600/8-91/011B).
- USEPA Risk Assessment Guidance for Superfund Volume I: Human Health Evaluation Manual (Part E, Supplemental Guidance for Dermal Risk Assessment), Interim Guidance. 2000 (EPA/540/R-99/005).
- USEPA Exposure Factors Handbook, Volumes I, II, and III, 1997 (EPA/600/P-95/002a, EPA/600/P-95/002b, EPA/600/P-95/002c).
- USEPA Guidance Manual for IEUBK Model for Lead in Children, 1994 (EPA/540/R-93/081).
- USEPA Guidance on Risk Characterization for Risk Managers and Risk Assessors, 1992.
- USEPA Guidelines for Carcinogen Risk Assessment, 1986.
- USEPA Guidelines for the Health Risk Assessment of Chemical Mixtures, 1986.
- USEPA Health Effects Assessment Summary Tables, 1997 (EPA/540/R-97/036).
- USEPA Integrated Risk Information System (IRIS), <http://www.epa.gov/iris/>.
- USEPA Integrated Exposure Uptake Biokinetic Model (IEUBK) Model (Publication 9285.7-15-2, PB93-963511).
- USEPA Provisional Guidance for Quantitative Risk Assessment of Polycyclic Aromatic Hydrocarbons, 1993.
- USEPA Region III Risk-Based Concentration Tables, <http://www.epa.gov/reg3hwmd/risk/riskmenu.htm>.
- USEPA Region VI Human Health Medium-Specific Screening Levels, http://www.epa.gov/earth1r6/6pd/rcra_c/pd-n/screen.htm.
- USEPA Region VI Draft Region VI Superfund Guidance Adult Lead Cleanup Level, Screening Level for Lead Program, v1.00, 1994.
- USEPA Region IX Preliminary Remediation Goals Tables, <http://www.epa.gov/region09/waste/sfund/prg/index.html>.

- USEPA Risk Assessment Guidance for Superfund Part A - Baseline Risk Assessment Supplemental Guidance/Standard Exposure Factors, OWSER Directive 9285.6-03, May 1991.
- USEPA Risk Assessment Guidelines, 1986.
- USEPA Risk Assessment Guidance for Superfund Volume I: Human Health Evaluation Manual Supplemental Guidance Dermal Risk Assessment Interim Guidance, 1998.
- USEPA Role of Baseline Risk Assessment in Superfund Remedy Selection Decisions, 1991, NCP 40 CFR 300.430(e)2 (OSWER Directive 9355.0-30).
- USEPA Soil Screening Guidance, User's Guide, 1996 (EPA/540/R-96/018).
- USEPA Soil Screening Guidance, Technical Background Document, 1996 (EPA/540/R-95/128).
- USEPA Supplemental Guidance for Developing Soil Screening Levels for Superfund Sites. 2001 (OSWER 9355.4-24).
- USEPA Superfund Exposure Assessment Manual, 1988 (EPA/540/1-88/001).
- USEPA Supplemental Guidance to RAGS: Calculating the Concentration Term, 1992 (Publication 9285.7-081).
- USEPA Supplemental Region VI Risk Assessment Guidance, 1992.
- USEPA Risk Assessment Guidance for Superfund Volume 3 (Part A, Process for Conducting Probabilistic Risk Assessment) Draft. 1999. (www.epa.gov/superfund/pubs.htm#r).
- USEPA Guiding Principles for Monte Carlo Analysis. 1997 (EPA/630/R-97/001).
- USEPA Options for Development of Parametric Probability Distributions for Exposure Factors. 2000. (EPA/600/R-00/058).

2) EPA guidance for the evaluation of ecological risks:

- USEPA Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments, 1997 (EPA/540/R-97-006).
- USEPA Guidelines for Ecological Risk Assessment. 1998 (EPA/630/R-95/002F).
- USEPA Risk Assessment Guidance for Superfund, Volume II, Environmental Evaluation Manual 1989. (EPA/540/1-89/001).

- USEPA Ecological Soil Screening Level Guidance Draft. 2000.

Although this guidance was developed for use in the remedial investigation/feasibility study process at Superfund sites, EPA considers this guidance applicable for other types of sites where constituents have been released into the environment.

Since the development of these guidelines, other supplemental documents, memoranda, and current updates may have been released by EPA which provide additional guidance on specific health and ecological risk assessment issues.

7.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the actual number of hours worked and actual allowable travel expenses incurred. Payment for work performed shall be made according to the hourly rates provided in the contract Schedule of Prices. Payment shall be made as a lump sum upon completion of a Work Order or as monthly progress payments as allowed by the contract.

LDEQ does not guarantee performance of the maximum number of hours or the full amount of travel included by the Contractor in his Work Order estimate. Additionally, if, during the course of the work, the Contractor discovers that the original cost estimate may be exceeded before the work is completed, the Contractor shall notify LDEQ immediately in writing before incurring additional costs. This notification shall include an explanation of anticipated additional hours or travel and a revised Work Order cost estimate. LDEQ shall determine the acceptability of additional costs and provide written notification to the Contractor before any costs in excess of the original estimate are incurred.

LDEQ reserves the right to terminate Work Orders or to amend an existing Work Order. LDEQ will compensate the Contractor for documented work performed on any Work Order prior to written notification of revision or termination.

7.1 Commencement Conference

The Commencement Conference payment item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at LDEQ Headquarters in Baton Rouge. Payment shall be made for the actual number of hours worked in accordance with the hourly rates provided in the Schedule of Prices, Attachment 4. LDEQ will reimburse the Contractor for a maximum of three (3) Contractor personnel for attendance at the conference. Payment will be made by LDEQ following completion of the conference and submission of the Contractor's invoice.

7.2 Attendance at Public Meetings

The Contractor shall be compensated for the actual number of hours worked and actual allowable travel expenses incurred. Travel expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations within the limits established for State Employees. These limits are defined in the most current version of Division of Administration Policy and Procedure Memorandum No. 49, which may be accessed through <http://www.doa.louisiana.gov/osp/travel/travelpolicy/travelguide.pdf>). Payment shall be made upon submission of timesheets, travel logs, and other supporting documentation.

ATTACHMENT 3. EXPERIENCE TABLE

"Risk Assessment and Related Consulting Services"
 (Enlarge or duplicate table as necessary)

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

ATTACHMENT 4. SCHEDULE OF PRICES**“Risk Assessment and Related Consulting Services”
Louisiana Department of Environmental Quality**

Labor Category ¹	Unit	Unit rate ^{2,3} base contract	Unit rate ^{2,3} option period	
			Year 2	Year 3
Project Manager	hour			
Toxicologist	hour			
Administrative support/ clerical support (paraprofessional)	hour			
Expert Testimony	hour			
Travel Time (as required by LDEQ)				

¹ Labor category descriptions are provided in Part III, Section 3.2.7 (see Table 2).

² Hourly rates include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs), and profit. Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in Schedule of Prices I.

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

* ALL BLANKS MUST BE COMPLETED

ATTACHMENT 5. SAMPLE LDEQ CONTRACT

“Risk Assessment and Related Consulting Services”

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

LDEQ Contract No. _____

THIS CONTRACT, made and entered into this _____ day of _____, 2008, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as “LDEQ” or “the Department”, and _____, officially domiciled at _____, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

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

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

1. PROJECT IDENTITY

This contract will be identified as “**Risk Assessment and Related Consulting Services**” with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to LDEQ in connection with this contract shall be identified by this Contract Number.

2. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

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

7. FISCAL FUNDING

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

8. LDEQ OBJECTIVES, MONITORING PLAN, AND PERFORMANCE MEASURES

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

- a. The goal of this contract is to provide consulting services pertaining to risk assessment, risk characterization and risk analysis. The objectives to be achieved through this contract in order to attain this goal include:
 - (1) providing technical assistance with the review of work plans and risk assessment submittals to determine compliance with LDEQ's Risk Evaluation/Corrective Action Program (RECAP) regulations;
 - (2) providing consultation and training to selected LDEQ staff regarding RECAP and the risk assessment process;
 - (3) providing technical information (e.g., toxicological data), source documentation, and interpretation of said information;
 - (4) providing technical assistance pertaining to the evaluation and usability of chemical analytical data and related information associated with risk determinations;

- (5) providing computer access to government databases for toxic compound assessment and characterization;
 - (6) providing technical assistance at meetings that involve the assessment of risk at regulated sites; and
 - (7) providing technical assistance with review and interpretation of selected human health, ecological, and indirect risk assessment work plans and related technical materials received by LDEQ.
- b. LDEQ will monitor the progress of the Contractor during the contract by:
- (1) designating LDEQ staff to act as the Project and Contract Managers;
 - (2) meeting with the Contractor as necessary to provide guidance or answer questions;
 - (3) ensuring that deliverables are submitted within the time frame set forth in the contract;
 - (4) reviewing, requiring correction as necessary, and approving all deliverables and submittals; and
 - (5) requiring Monthly Progress Reports.
- c. LDEQ will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

9. INVOICING AND PAYMENT

a. Payment:

Payment to the Contractor for services rendered and/or hours worked shall be made according to the rates provided in the contract Schedule of Prices (Appendix A, Contractor's Proposal) for the actual work and/or hours accepted as completed by LDEQ. The rates included in the Schedule of Prices shall be applied for the term of the contract. Payment for work performed under this contract shall not exceed the agreed contract amount.

The rate for each line item in the 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 (fringes, overheads, general and administrative costs), and profit.

Travel expenses and mileage for meetings, consultation, and/or expert testimony as required by LDEQ shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time for meetings, consultation, and/or expert testimony shall be reimbursed in accordance with the hourly rate as provided in the Schedule of Prices.

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

b. Payment procedure:

Payment shall be made as monthly progress payments. Invoices shall be based upon the actual amount of work completed during the billing period or for work with performance periods of more than thirty (30) days, progress payments may be made at the discretion of LDEQ. Each invoice must include:

- (1) the contract number;
- (2) the name and address of the Contractor;
- (3) an itemized list of the work completed during the billing period;
- (4) the total amount requested;
- (5) the balance remaining in the contract; and
- (6) supporting documentation for travel expenses (mileage reports and receipts).

Additionally, the Contractor shall attach a copy of the Monthly Progress Report to all requests for payment.

The invoice shall be signed by the Contractor's Project Manager. One original and one copy shall be directed to Louisiana Department of Environmental Quality, Financial Services Division, P. O. Box 4303, Baton Rouge, LA 70821-4303.

Payments will be made 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 LDEQ.

c. Reporting Requirements:

The Contractor shall submit all Work Order submittals and deliverables

(including Monthly Progress Reports as required in RFP Attachment 2, Statement of Work) to LDEQ prior to issuance of progress payments.

10. DELIVERABLES

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

11. CORRECTION OF DEFICIENT WORK

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

12. RELEASE OF INFORMATION

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

13. OWNERSHIP OF DOCUMENTS

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

14. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute shall meet or exceed the requirements stated herein. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to LDEQ for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

15. CONTRACTOR'S INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. The cost of such insurance shall be included in the Contractor's prices and shall not be separately billed.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**
- (2) Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.
- (3) Contractor's Professional Liability (errors and omissions coverage with minimum limits of \$1,000,000).

b. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

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

c. Deductibles and Self-Insured Retentions

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

d. Other Insurance Provisions

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

(1) General Liability Coverage

- (a) LDEQ, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LDEQ, its officers, officials, employees or volunteers.
- (b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to LDEQ, its officers, officials, employees, Boards and Commissions or volunteers.
- (c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers Liability Coverage

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

(3) All Coverages

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

e. Acceptability of Insurers

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

f. Verification of Coverage

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

An original and one (1) copy of each certificate (and policies when required) shall be sent to the attention of:

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

16. INDEMNIFICATION AGREEMENT

Notwithstanding the above, the Contractor shall complete and return to LDEQ a signed Indemnification Agreement for this contract conforming to the example provided as Attachment 6 of the RFP along with the insurance certificates required in "Contractor's Insurance" above.

17. ASSIGNABILITY

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

18. SUCCESSORS AND ASSIGNS

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

19. CLAIMS FOR LIENS

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

20. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors, and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

21. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under Tax Identification Number _____.

22. EMPLOYMENT OF STATE PERSONNEL

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

23. COVENANT AGAINST CONTINGENT FEES

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

24. RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the LDEQ Internal Audit Section, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred. All such materials shall be made available at their respective offices at all reasonable times during the

contract period and for three (3) years from date of final payment under this contract for inspection by LDEQ and/or Legislative Auditor. Copies thereof shall be furnished if requested.

25. ANTI-DISCRIMINATION

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

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

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

26. CODE OF ETHICS FOR STATE EMPLOYEES

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

27. REMEDIES

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

28. TERMINATION OF CONTRACT FOR CAUSE

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

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this contract shall, at the option of LDEQ, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work

completed on such documents and other materials. LDEQ shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

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

29. TERMINATION FOR THE CONVENIENCE OF LDEQ

LDEQ may terminate this contract for the convenience of LDEQ at any time, by giving written notice to the Contractor by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in the preceding section shall, at the option of LDEQ, become its property. If the contract is terminated by LDEQ as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made.

30. AMENDMENTS

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

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

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

WITNESS:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Thomas C. Bickham, III
Undersecretary

Wilbert F. Jordan, Jr., Assistant Secretary
Office of Environmental Assessment

WITNESS:

CONTRACTOR:

**ATTACHMENT 6
INDEMNIFICATION AGREEMENT**

_____ agrees to protect, defend, indemnify, save, and hold
(Contractor)
harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its
officers, agents, servants and employees, including volunteers, from and against any and all
claims, demands, expense and liability arising out of injury or death to any person or the damage,
loss or destruction of any property which may occur or in any way grow out of any act or
omission of _____, its agents, servants, and employees, or any and all
(Contractor)
costs, expense and/or attorney fees incurred by _____ as a result of
(Contractor)
any claim, demands, and/or causes of action except those claims, demands, and/or
causes of action arising out of the negligence of the State of Louisiana, all State Departments,
Agencies, Boards and Commissions, its agents, representatives, and/or employees.

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

Accepted by: _____
Company Name

Signature

Title

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

Contract No. _____ for Louisiana Department of Environmental Quality, Office of
Environmental Assessment
Purpose of Contract: to provide LDEQ with technical consulting services for risk assessment, risk
characterization and risk analysis.