

# REQUEST FOR PROPOSAL

Hazardous Materials Removal and Disposal Service

For

Military Department, State of Louisiana



File Number: V 43085 DP

Solicitation Number: 2258787

Proposal Opening Date: January 21, 2015

Proposal Opening Time: 10:00 A.M. (Central Time)

State of Louisiana  
Office of State Procurement

(December 8, 2014)

**NOTE:**

ALL PROPOSERS/VENDORS THAT WISH TO RECEIVE EMAIL NOTIFICATIONS OF RFP/BID OPPORTUNITIES MUST BE REGISTERED IN LAGOV AND PAY THEIR ANNUAL VENDOR SUBSCRIPTION FEE VIA THE VENDOR ENROLLMENT PORTAL.

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# REQUEST FOR PROPOSAL FOR

## Hazardous Materials Removal and Disposal Service

### **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

#### **1.1 Background**

The purpose of this solicitation is to seek proposals to address the removal of hazardous materials at or in connection with the Explo Systems, Inc. Site ("Site") generally located on a portion of Camp Minden, La., and within the northwestern corner of the State of Louisiana, in Webster Parish, near the town of Doyline, Louisiana.

The Explo Systems, Inc. Site is located at 1600 Java Road, Minden, LA 71055-7924, on the Camp Minden National Guard Training Site. Camp Minden is also an industrial park. Approximately 15,687,247 pounds of M6 propellant and approximately 320,890 pounds of Clean Burning Igniter (CBI) were abandoned at the Explo Systems, Inc. Site. Ninety-seven (97) magazines are filled with M6 propellant and other explosive materials. Some of the magazines were loaded by Explo while it was operating, while other magazines were filled to capacity by Explo as directed after the improper storage was discovered. Some of the M6 propellant was stacked outside for an undetermined period of time. The propellant and other explosive materials are stored/packaged within multiple configurations including 60 pound cardboard boxes, 100-140 pound fiber drums, and primarily supersacks, which were over packed into cardboard boxes. The supersacks contain a reported 880 pounds each. The storage of explosive material in magazines is not according to Department of Defense standards and requires handling techniques not standard for classical munitions technicians. The primary materials to be addressed are the M6 and the CBI. Additional other explosive materials are being removed by other Potential Responsible Parties (PRPs).

The magazines were built in the WWII time period. No power is available in the magazines. Some access to the magazines has been compromised. Very little room to maneuver was left when the magazines were filled. The physical stability of the stacks varies from good to poor. Collapses of the stacked materials have been observed. Additional PRPs are currently conducting removal operations with EPA oversight at Camp Minden.

State of Louisiana Executive Department Proclamations of State of Emergency at Camp Minden have been issued and/or extended relating to the circumstances and conditions at the site.

The Military Department, State of Louisiana desires a contract that would achieve the total removal action and all associated site clean-up activities as directed by or included in the Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") entered into voluntarily by the United States Environmental Protection Agency ("EPA"), the Louisiana Military Department ("Settling Respondent" or "Military Department"), Louisiana Department of Environmental Quality (LDEQ), and the United States Department of the Army ("Army" or "Settling Federal Agency") and all other applicable laws and regulations.

The State of Louisiana desires to retain one contractor to perform the Work and shall notify EPA of the names and qualifications of such contractors or subcontractors retained to perform the

Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by the State of Louisiana. As such, EPA must approve the Proposer selected by the Military Department and State of Louisiana to award the contract to the selected Proposer.

Funding for this project will be provided by the Federal government as part of the Settlement Agreement.

### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified Proposers who are interested in providing hazardous materials removal, destruction, disposal, and site remediation actions for the Military Department.

### **1.1.2 Goals and Objectives**

The Military Department desires to receive proposals for the complete removal, destruction, and disposal of all hazardous materials and waste located at Camp Minden in accordance with the terms and conditions contained within this RFP. Completion of this work will alleviate the conditions set forth in emergency declarations orders and the Administrative Settlement Agreement and Order on Consent entered into voluntarily by the United States Environmental Protection Agency, the Louisiana Military Department, and the United States Department of the Army. The Proposer should consider techniques to utilize the CBI as part of the M6 propellant initiation chain to reduce overall cost of disposal.

The Military Department will award the contract in parts – 1) Original Contract award based on EPA approval of selected Contractor and final contract execution for work included in this RFP up to \$19,292,648.13, and 2) Amendments of Original Contract to selected Contractor after receipt of any additional funding authorized by the Federal government for completion of all work included in this RFP based on the Proposer’s original proposal for all work included in this RFP.

## **1.2 Definitions**

A. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.

B. ARAR – Applicable or Relevant and Appropriate Requirements

C. Camp Minden Site – Facilities and lands associated with or in connection with Explo Systems, Inc. Site (“Site”) generally located on a portion of Camp Minden, La., and within the northwestern corner of the State of Louisiana, in Webster Parish, near the town of Doyline.

D. CERCLA – shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C §§9601-9675

E. CBI – Clean Burning Igniter powder in storage at the Site originating from Explo operations involving the demilitarization of materials from the United States Army.

F. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.

G. Day – Shall mean a calendar day.

H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

I. DOA – Division of Administration, State of Louisiana

J. DPS – Louisiana Department of Public Safety and its successor departments, agencies, or instrumentalities.

K. EPA – United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

L. LDEQ – Louisiana Department of Environmental Quality and its successor departments, agencies, or instrumentalities.

M. May - The term “may” denotes an advisory or permissible action.

N. Military Department – “Louisiana Military Department,” Settling Respondent of the Administrative Settlement Agreement and Order on Consent, or “Military Department, State of Louisiana,” or “Department of Military Affairs.”

O. Must - The term “must” denotes mandatory requirements.

P. NCP – “National Contingency Plan,” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

Q. OSC – On Scene Coordinator from EPA

R. OSHA – Occupational Safety and Health Administration and its successor departments, agencies, or instrumentalities.

S. OSP – Office of State Procurement, Division of Administration, State of Louisiana.

T. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

U. PRPs – Potential Responsible Parties.

V. RCRA – shall mean the Solid Waste Disposal Act, 42 U.S.C §§ 9601-9992 (also known as the Resource Conservation and Recovery Act)

W. RECAP – Risk Evaluation / Corrective Action Program regulation. This regulation establishes the LDEQ minimum remediation standards for present and past uncontrolled constituent releases.

X. RFP – Request for Proposal

Y. Settlement Agreement – Administrative Settlement Agreement and Order on Consent entered into voluntarily by the United States Environmental Protection Agency, the Louisiana Military Department, and the United States Department of the Army.

Z. Shall – The term “shall” denotes mandatory requirements per RS: 39:1556(24).

AA. Should – The term “should” denotes a desirable action.

BB. SOP – Standard Operating Procedures

CC. State – The State of Louisiana.

DD. Work – shall mean all activities and obligations required by this RFP or the contract resulting from this RFP.

### 1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP mailed to prospective Proposers; posted to LaPAC; and Blackout Period begins	December 8, 2014	
2. <b>Mandatory</b> Pre-Proposal Conference (See Para 1.7.3 of this RFP)	December 18, 2014	10:00 A.M.
3. Deadline to receive written inquiries	December 29, 2014	
4. Deadline to answer written inquiries	January 8, 2015	
5. Proposal Opening Date (Proposal Submission Deadline)	January 21, 2015	10:00 A.M.
6. Oral discussions with Proposers, if applicable	Not Applicable	
7. Notice of Intent to Award to be mailed	To be Scheduled	
8. Submittal of Formal Company and Key Personnel Qualifications to EPA	Within 7 days after Notice of Intent to Award	
9. EPA approval of Formal Company and Key Personnel Qualifications and Selected Proposer	Within 45 days after Notice of Intent to Award	
10. Contract Initiation	To be Scheduled	

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an**

**addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.**

#### **1.4 Proposal Submittal**

This RFP is available in electronic form at the LaPAC website <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. An electronic copy of Proposal Questionnaire (Attachment D) is available by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in Section 1.7.2 of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received in hard copy (printed form) by the Office of State Procurement **no later than the date and time shown in the Schedule of Events. Fax or email submissions are not acceptable.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- X **Proposal Name: RFP for Hazardous Materials Removal and Disposal Service**
- X **File Number: V 43085 DP, Solicitation Number: 2258787**
- X **Proposal Opening Date and Time: January 21, 2015 @ 10:00 A.M.**
- X **Contractor License Number \_\_\_\_\_**

IMPORTANT: in accordance with La R.S. 37:2163A Contractors' license number in the appropriate classification(s) - Hazardous Materials; and/or Hazardous Materials Cleanup and Removal; and/or Hazardous Materials Site Remediation; and/or Hazardous Waste Treatment or Removal must appear on the proposal opening envelope on all projects in the amount of \$1 or more if Hazardous Materials are Involved as enacted by House Bill No.556 ACT 725 2008 Legislature.

The name and license number of the Proposer on the proposal envelope and proposal itself must exactly match the name and license number on the Proposer's Contractor license.

In accordance LA R.S. 37:2163, anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the Office of State Procurement. The letter must be received no later than ten working days prior to the day on which proposals are to be opened.

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

Proposals may be mailed through the U. S. Postal Service to our box at:

Office of State Procurement  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal by the date specified in Section 1.3 Schedule of Events.

Proposals may be delivered by hand or courier service to our physical location at:

Office of State Procurement  
1201 North 3<sup>rd</sup> St.  
Suite 2-160  
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

## 1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**

2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be attached to the Cover Letter.**
3. The Proposer has filed with the secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposal Questionnaire – Attachment D**: Complete and submit in accordance with the format provided in Attachment D (Proposal Questionnaire) to meet the requirements with this RFP. Provide any supporting or additional information the Proposer wishes the Military Department to consider.
- D. **Technical Proposal – Attachment E**: Submit response in accordance with requirements identified and information contained in Attachment E (Technical Proposal). Address Company and Key Personnel Qualification information and experience; Work Plan; Timeline; Health and Safety; Quality Assurance, Sampling, and Data Analysis, and additional information describing proposed approach, method, and actions to meet the requirements and for compliance with the RFP.
- E. **Cost Worksheet – Attachment C**: Proposer's fees and other costs, if any, shall be submitted in accordance with the format provided in Attachment C (Cost Worksheet). Prices proposed shall be firm for the duration of the contract and shall apply to the original contract and any and all amendments or change orders. This cost proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.
- F. Any other information deemed pertinent by the Proposer or in reply to requirements of this RFP the Proposer wishes the State to consider.

### **1.5.1 Number of Response Copies**

Each Proposer shall submit one (1) signed original response. Seven (7) additional copies and one (1) electronic copy on CD of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6).

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## **1.6 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*"The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential

data, the State will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also State which sections or information has been removed.

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Mandatory Pre-proposal Conference**

A **MANDATORY** Pre-Proposal Conference will be held 10:00 A.M., December 4, 2014, at Building A100 (Bolin Hall) Conference Room, Camp Minden, Minden, Louisiana. Prospective Proposers shall participate in the entire conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal shall have at least one duly authorized representative attend the Pre-proposal Conference. Attendees shall sign a Hold Harmless Agreement to participate in the conference (see Attachment I – Hold Harmless Agreement). This mandatory pre-proposal conference will allow for site familiarization, the opportunity to meet EPA site personnel, and for review of RFP. Attendees must provide their own Personal Protective Equipment (PPE) to include the following: safety boots (non-conductive if available), 100% cotton clothing (or nomex coveralls, if available), cotton/leather gloves (if touching any materials), safety glasses/hard hats and flashlights as deemed necessary.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions.

Any person requiring special accommodations for attending the mandatory pre bid meeting shall notify the Military Department of the type(s) of accommodations required not less than seven (7) business days before the mandatory pre bid meeting. Notify COL (Ret) Ronnie Stuckey at (318) 382-4139.

## 1.7.2 Proposer Inquiry Periods

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation should be delivered to the State's RFP and Blackout Period Designated Contact Person for this RFP, Hilary Stephenson, by mail, express courier, e-mail, hand, or fax to:

Office of State Procurement  
Attention: Hilary Stephenson  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

E-Mail: [hilary.stephenson@la.gov](mailto:hilary.stephenson@la.gov)

Phone: (225)342-8022/ Fax: (225) 342-8688

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La R.S. 39:1671. Such protest shall be made in writing to the Director of State Purchasing at least two days prior to the deadline for submitting proposals.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on State Procurement's website [[www.doa.louisiana.gov/osp](http://www.doa.louisiana.gov/osp)]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, vendors must register in the LaGov portal and pay the vendor registration fee. Registration is intuitive at the following link: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg)

Help scripts are available on OSP website under vendor center at: <http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>.

### **1.7.3 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any State employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or State contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or Proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

### **1.8 Errors and Omissions in Proposal**

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following

condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

### **1.9 Proposal Guarantee**

Each proposal shall be accompanied by a proposal guarantee in the form of a bond or a certified or cashier's check or money order made payable to the Treasurer of the State of Louisiana, in the amount of five (5) percent (%) of the total bid amount. If a bond is used, it 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 ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

Proposal guarantees shall be subject to forfeiture for failure on the part of the selected Proposer to execute a contract within ten (10) days after such contract is submitted to Proposer in conformance with the terms, conditions, and specifications of this solicitation. Proposal guarantees in the form of a check or money order shall be returned upon the award of a contract or upon rejection of all proposals.

### **1.10 Performance Bond**

The successful Proposer shall be required to provide a performance (surety) bond in the amount of 100% of the contract resulting from this RFP and any amendments or change orders to the same 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 performance bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

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

### **1.11 Changes, Addenda, Withdrawals**

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

### **1.12 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement.

### **1.13 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

### **1.14 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **1.15 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see, La. R.S. 12:163) and limited liability companies (see, La. R.S. 12:1308.2) must be in good standing with the Louisiana Secretary of State in order to hold a contract with the State.

### **1.16 Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.17 Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

### **1.18 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

### **1.19 Taxes**

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

### **1.20 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.21 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the successful Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.22 Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP.

This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime 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. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **1.23 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **1.24 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **1.25 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of State Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

### **1.25.1 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or obtain the most cost effective pricing available from the proposers.

The written invitation will not obligate the State to a commitment to enter into a contract.

### **1.26 Contract Negotiations**

If for any reason, after final evaluation and issuance of the Intent to Award letter, the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal may be rejected and the State may negotiate with the next most responsive Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### **1.27 Contract Award and Execution**

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment G (Sample Contract) of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the contractor and the State in accordance with La R.S. 39:198(e).

If the contract negotiation period or EPA approval of the selected Proposer exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **ten (10) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer. Under the Settlement Agreement, EPA retains the right to disapprove of the contractor selected by the State to perform the work. In the event that EPA disapproves of the selected

Proposer, the State shall be required to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer. The contract will be awarded for funds available to the Military Department per the "Settlement Agreement," but not to exceed \$19,292,648.13. The Military Department reserves the right to amend the contract award for the full value of Proposer's response to execute all requirements and conditions of this RFP without any additional costs.

The ability of the Military Department to amend the contract award for the full value of the Proposer's response or to cover the cost of disposing of M6 Propellant over 15,687,247 pounds or Clean Burning Igniter over 320,890 pounds will be contingent upon receipt of funding by the Military Department from the U.S. Treasury under the procedures of the Settlement Agreement.

### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award, contingent upon EPA approval of the apparent successful Proposer and successful negotiation and execution of a written contract. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with RS: 39:1671, to the Director of State Purchasing, within fourteen (14) days of the award/intent to award.

### **1.29 Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-8022 or E-mail to [hilary.stephenson@la.gov](mailto:hilary.stephenson@la.gov).

### **1.30 Commissioner's Statements**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any proposer and/or any subcontractor of a proposer shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under

law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

### **1.31 Insurance Requirements**

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP (see Attachment F, Insurance Requirements). 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 State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

### **1.32 Subcontractor Insurance**

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements Stated herein for the contractor.

### **1.33 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; and/or (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.34 Fidelity Bond Requirements**

NOT REQUIRED FOR THIS RFP

### **1.35 Payment**

#### **1.35.1 Payment for Services**

The agency shall pay Contractor in accordance with the Cost Schedule set forth in Attachment C (Cost Worksheet). The Contractor may invoice the agency monthly at the billing address designated listed below for the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract and order number, agency, and detailed service or product in the form of a percentage of sub-task, overall Phase completion status, and detailed unit price information. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Camp Minden  
Attention: Project Coordinator (Hazardous Materials Removal and Disposal Service)  
100 Louisiana Boulevard  
Minden, Louisiana 71055

Reference Phases for the Work included in Attachment E (Technical Proposal) Timeline Section and Attachment C (Cost Worksheet). Phase 2 material removal and disposal billing will be based on a per pound (lb) basis of actual, verified quantities of materials removed and disposed of according to the Cost/lb value in the Proposer's response.

Phase 1 & 3 invoice pricing will be based on the valuation of sub-tasks for each Phase as identified by the successful Proposer and approved by the Project Coordinator for the Military Department.

### **1.35.2 Late Payments**

Due to the nature of the federal funds involved, interest due by a State Agency for late payments under La. R.S. 39:1695 and 13:4202 shall not apply.

### **1.35.3 Retainage**

Five percent (5%) of work invoicing for progress payments shall be withheld from each pay request as retainage. The retainage shall not be due the Contractor until the Military Department issues the Contractor a Final Acceptance.

## **1.36 Termination**

### **1.36.1 Termination of the Contract for Cause**

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

### **1.36.2 Termination of the Contract for Convenience**

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **1.36.3 Termination of the Contract for Work Takeover Notice**

In the event EPA issues a Work Takeover Notice, as provided in the Settlement Agreement, all work of the Contractor shall cease. The State shall terminate the contract on the date of the Work Takeover Notice without thirty (30) day notice.

### **1.36.4 Termination for Non-Appropriation of Funds**

The continuance of the 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 or Title 39 of the Louisiana Revised Statutes of 1950 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.

### **1.37 Assignment**

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. 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 State.

### **1.38 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price Stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

### **1.39 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Military Department, State of Louisiana; Division of Administration, EPA, or others so designated, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of ten (10) years after final payment or longer if so required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owed documents.

#### **1.40 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title 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 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 the contract and any 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 the contract.

#### **1.41 Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least ten (10) years after final payment or longer if so required by applicable State or Federal law.

#### **1.42 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, or as directed in the RFP, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

#### **1.43 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the executed contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.44 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OSP. The Military Department reserves the right to modify the compensation for the removal and disposal of hazardous material identified for in Paragraph 2.1.a of this RFP based on actual, verified quantities of materials removed and disposed of per the contract resulting from this RFP. Any adjustment to the contract for the reason Stated above will be based on the per / pound cost data provided by the successful Proposer in Attachment C (Cost Worksheet).

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.45 Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition:

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 substitution shall meet or exceed the requirements Stated herein. A detailed resume of qualifications and justification is to be submitted to the Military Department and EPA 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.

#### **1.46 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

#### **1.47 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1673.

#### **1.48 Proposer's Certification of No Federal Suspension or Debarment**

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

#### **1.49 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any

means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### **1.50 Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### **1.51 Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **1.52 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### **1.53 Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

#### **1.54 Warranties**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

#### **1.55 Code of Ethics**

All Proposers acknowledge that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Agreement. Proposer is responsible for determining that there will be no conflict or violation of the Ethics Code if it is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. The contractor agrees to immediately notify the State of potential violations of the Code of Governmental Ethics that arise at any time during the term of the Agreement.

## **1.56 E-Verify**

The Contractor acknowledges and agrees to comply with the provisions of Louisiana Revised Statutes R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services called for in this RFP.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

The Contractor shall perform, at a minimum, all actions necessary to achieve the total removal, destruction, disposal and site remediation of all hazardous materials listed below in accordance with this RFP at Camp Minden, Minden, LA. All work is to be certified in writing to comply with Federal, State and local laws, regulations, policies, guidance, and requirements including EPA, LDEQ, OSHA, and DPS. The actions to be implemented generally include, but are not limited to, the following:

a. Conduct removal, destruction, disposal and site remediation actions of the following materials currently stored at the Camp Minden Site to include: 1) approximately 15,687,247 pounds of M6 propellant; and 2) approximately 320,890 pounds of CBI. Proposal shall include all labor, materials, equipment, utilities, permits, licenses, and associated actions to complete the Work. The quantities listed are estimates and actual amounts will not be known until the material is removed and weighed as it is destroyed. The Camp Minden Site will be available for the Contractor to work seven (7) days a week.

b. The Contractor shall conduct on-site response and burning operations for the M6 propellant and CBI. The Contractor shall conduct open burning via the use of burn trays as specified in the Settlement Agreement for the disposition of the M6 Propellant and CBI.

- Prior to initiating full open burn operations, proposer will conduct a series of test/trial burns to verify air modeling results and air quality emissions.

- As part of the daily burn methodology, proposer should consider means to minimize visible smoke and reduce possible ground contamination.

c. Invoicing for burning operations will be based on actual weighed quantities burned. Contractor will provide National Type Evaluation Program (NTEP) approved or certified scales for verification of quantities [reference National Institute of Standards and Technology (NIST), Handbook 44 Specifications and Tolerances and Handbook 130 – Uniform Weights and Measures]. Contractor will provide weight tickets for verification of invoicing.

d. Limitations concerning the amount of material to be destroyed should be accounted for when calculating the total cost and time required for disposition of the total amount of materials listed in Paragraph 2.1.a. of this RFP, and specifically Attachment A – Key Environmental and Compliance Considerations. Potential limitations are:

- Minimum safe distance limitations on the maximum amount of material that can be disposed of at one time;

- Limitations due to the maximum amount of material that can be disposed of each day, due to maintenance of the disposition areas or other reasons;

- Limitations due to air quality restrictions as required in Attachment A – Key Environmental and Compliance Considerations and this RFP.

- Limitations identified in air quality modeling.

- Permit and/or capacity requirements/limitations for amount of material and/or location of the disposition; and

- Provide any other limitations, qualifications, assumptions that impact the implementation of the proposed work plan and the requirements of this RFP.

e. Military Department priority for the removal action of the materials listed above in Paragraph 2.1.a. is : Physical stability in storage magazines and proximity to military or commercial operations.

- The Contractor shall develop and maintain the prioritization program by conducting periodic assessment of the explosive storage magazines and/or materials listed above in Paragraph 2.1.a and recommend to the Military Department to adjust the prioritization for removal action accordingly.

f. The Contractor shall verify and provide licensed and experienced personnel to conduct the Work. The proposed Work Plan shall reflect compliance with State and Federal statutory, regulatory, or procedural requirements. The Proposer shall provide their process for ensuring compliance with State and Federal requirements.

g. With the exception of shipping papers, the movement/transportation of explosive material on Camp Minden must comply with US DOT regulations. Any deviations from this requirement will be considered and approved on a case by case basis by the appropriate authority.

h. The Contractor shall prepare a Spill and Emergency Response Contingency Plan and submit to the Military Department no later than thirty (30) days after award of the contract. The Contractor must implement the plan after approval by the OSC. The following items must be addressed in detail – (1) Response to spills or releases at and/or from the Site to address both the workers on-site and the public exposure, (2) Response analysis for conceivable occurrences (i.e. who and what will respond, alternative communication methods), (3) Call-down list for notification, (4) Coordination mechanism with State and local authorities.

i. The Contractor shall conduct site clean-up daily around the burn sites, explosive magazine storage, and work areas including but not limited to the removal of waste, residual material, equipment, and any other ignitable materials. Contractor shall dispose of all waste associated with the explosives and actions taken including but not limited to bulk (supersacks), cardboard boxes, metal drums, fiber drums, pallets, shrink wrap, ash and any other associated materials.

j. The Contractor shall provide any unique or special security measures to safeguard materials and equipment to support the removal of the materials listed above in Paragraph 2.1.a. Contractor will be provided access keys to all storage magazines from the Project Coordinator and is responsible for maintaining access control.

k. The Military Department and the Contractor shall provide continued access for EPA and State Agents, representatives, contractors, and other authorities throughout the removal of the materials listed above in Paragraph 2.1.a. Access will be required during normal working hours unless arranged for in advance.

l. The Contractor shall be responsible for any roads they create in order to accomplish the work.

m. Burn sites available at Camp Minden for consideration are: Designated sites in Area E (Primary) and Area I (Additional site) for the open burning of materials listed in Paragraph 2.1.a.

n. Unless otherwise provided in the contract resulting from this RFP, any additional plans, reports, or other deliverables that require EPA approval under the SOW or Removal Work Plan shall be reviewed and approved by EPA, LSP, LDEQ and the Military Department in accordance with this Paragraph.

o. Contractor shall comply with all Camp Minden Installation regulations, policies and requirements.

p. The Contractor shall acknowledge receipt and maintain a copy of the "Settlement Agreement," and confirm to the Military Department a copy has been provided to each subcontractor.

q. The Contractor shall provide an outline/descriptions of the procedures/methods to be utilized for soil sampling (before and after the removal action), air monitoring/sampling (throughout the removal action), and any necessary water sampling (surface water collection/runoff). The Contractor shall utilize the outline/description referenced above to develop a Quality Assurance Sampling Plan (QASP) and Quality Assurance Project Plan (QAPP). The QASP and QAPP shall be submitted with the final Work Plan by the Contractor.

r. The proposer shall conduct air modeling per Attachment A (Key Environmental and Compliance Considerations), prior to the start of burn operations to verify proposed daily burn rate. The Military Department reserves the right to delete this requirement from the contract based on the cost provided for this service in Attachment C (Cost Worksheet).

#### Company and Key Personnel Qualifications.

a. The selected Proposer shall provide within seven days (7) after "Notice of Intent to Award" of the contract resulting from this RFP and as listed in Attachment E, (Technical Proposal) of this RFP, a revised formal Company and Key Personnel Qualifications information to the Military Department for submittal to EPA for approval

b. The award of contract is dependent on EPA approval of the selected Proposer.

#### Work Plan.

a. The Contractor shall provide within five days (5) after final execution of the contract resulting from this RFP and as required by this RFP, a revised formal Work Plan to the Military Department for submittal to EPA for approval. The revised formal work plan will be based on any revisions mandated by the Military Department of the work plan submitted as part of Attachment E (Technical Proposal) of this RFP.

b. EPA may approve, disapprove, require revisions to, or modify the submitted Work Plan in whole or in part. If EPA requires revisions, successful Proposer shall submit a revised Work Plan within fourteen (14) days after receipt of EPA's notification of the required revisions.

Contractor shall implement the Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under the contract resulting from this RFP. The Contractor shall not commence any Work except in conformance with the terms of the contract resulting from this RFP.

c. Failure of the successful Proposer to make revisions as recommended or requested by EPA or the Military Department within the timeframe specified will result in liquidated damages per the amount Stated in this RFP.

#### Health and Safety Plan.

a. Within five (5) days after final execution of the contract resulting from this RFP and as listed in this RFP, the Contractor shall submit to the Military Department for submittal to EPA for review and comment a Health and Safety Plan that ensures the protection of the public health and safety during performance of on-site work under the contract resulting from this RFP. This plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910 and any other regulatory agency guidelines. If EPA determines that it is appropriate, the plan shall also include contingency planning. Contractor shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

b. EPA may approve, disapprove, require revisions to, or modify the submitted Health and Safety Plan in whole or in part. If EPA requires revisions, the Contractor shall submit a revised Health and Safety Plan within fourteen (14) days after receipt of EPA's notification of the required revisions. The Contractor shall implement the Health and Safety Plan as approved in writing by EPA in accordance with the actions approved by EPA. Once approved, or approved with modifications, the Health and Safety Plan, and any subsequent modifications shall be incorporated into and become fully enforceable under the contract resulting from this RFP. The Contractor shall not commence any Work except in conformance with the terms of the contract resulting from this RFP.

c. Failure of the Contractor to make revisions as recommended or requested by EPA or the Military Department within the timeframe specified will result in liquidated damages per the amount Stated in this RFP.

#### Quality Assurance, Sampling, and Data Analysis.

a. The Contractor shall use quality assurance, quality control, and other technical activities and chain of custody procedures for all samples consistent with "EPA Requirements for Quality Assurance Project Plans (QA/R5)" (EPA/240/B-01/003, March 2001, reissued May 2006), "Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/240/R-02/009, December 2002), and subsequent amendments to such guidelines upon notification by EPA or the Military Department to the Contractor of such amendment. Amended guidelines shall apply only to procedures conducted after such notification.

b. Prior to the commencement of any monitoring project under the contract resulting from this RFP or within fifteen (15) days after the final execution of contract award, the Contractor shall submit to the Military Department for EPA approval, a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW, and the NCP.

c. EPA may approve, disapprove, require revisions to, or modify the submitted QAPP in whole or in part. If EPA requires revisions, Contractor shall submit a revised QAPP within fourteen (14) days after receipt of EPA's notification of the required revisions. The Contractor shall implement the QAPP as approved in writing by EPA in accordance with the actions approved by EPA. Once approved, or approved with modifications, the QAPP, and any subsequent modifications shall be incorporated into and become fully enforceable under the contract resulting from this RFP. The Contractor shall not commence any Work except in conformance with the terms of the contract resulting from this RFP.

d. Failure of the Contractor to make revisions as recommended or requested by EPA or the Military Department within the timeframe specified will result in liquidated damages per the amount Stated in this RFP.

e. The Contractor shall ensure that EPA and State regulator personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by the Contractor in implementing the contract resulting from this RFP. In addition, the Proposer shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance, quality control, and technical activities that will satisfy the Stated performance criteria as specified in the QAPP. The Contractor shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to the Settlement Agreement perform all analyses according to accepted EPA methods. Accepted EPA methods consist of, but are not limited to, methods that are documented in the EPA's Contract Laboratory Program (<http://www.epa.gov/superfund/programs/clp/>), SW 846 "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (<http://www.epa.gov/epawaste/hazard/testmethods/sw846/online/index.htm>), "Standard Methods for the Examination of Water and Wastewater" (<http://www.standardmethods.org/>), 40 C.F.R. Part 136, "Air Toxics - Monitoring Methods" (<http://www.epa.gov/ttnamti1/airtox.html>), and any amendments made thereto during the course of the implementation of the contract resulting from this RFP. However, upon approval by EPA, the Contractor may use other appropriate analytical methods, as long as: (a) quality assurance/quality control ("QA/QC") criteria are contained in the methods and the methods are included in the QAPP, (b) the analytical methods are at least as stringent as the methods listed above, and (c) the methods have been approved for use by a nationally recognized organization responsible for verification and publication of analytical methods, e.g., EPA, ASTM, NIOSH, OSHA, etc. The Contractor shall ensure that all laboratories they use for analysis of samples taken pursuant to the terms and conditions of this RFP or the contract resulting therefrom, have a documented Quality System that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001, reissued May 2006), or equivalent documentation as determined by EPA. EPA may consider Environmental Response Laboratory Network ("ERLN") laboratories, laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP"), or laboratories that meet International Standardization Organization (ISO 17025) standards or other nationally recognized programs (<http://www.epa.gov/fem/accredit.htm>) as meeting the Quality System requirements.

Additionally, any contract testing company and laboratory used to generate monitoring data must be Louisiana Environmental Laboratory Accreditation Program (LELAP) certified per LAC 33:I.subpart 3.

The Contractor shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to the contract resulting from this RFP are conducted in accordance with the procedures set forth in the QAPP approved by EPA.

f. Upon request, the Contractor shall provide split or duplicate samples to the Military Department, EPA and the State regulators, or their authorized representatives. The Contractor shall notify the Military Department, EPA and the State regulators not less than 7 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall provide to the Contractor split or duplicate samples of any samples it takes as part of EPA's oversight of the Military Department's implementation of the Work.

g. The Contractor, on behalf of the Military Department shall submit to EPA the results of all sampling and/or tests or other data obtained or generated by or on behalf of Military Department with respect to the Site and/or the implementation of the contract resulting from this RFP.

h. Notwithstanding any provision of the contract resulting from this RFP, the EPA and State of Louisiana regulating authorities retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes and regulations.

Post-Removal Site Control. In accordance with the requirements of this RFP, and specifically Attachment A (Key Environmental and Compliance Considerations), or as otherwise directed by EPA or the Military Department, the Contractor shall submit a proposal for Post-Removal Site Control which shall include, but not be limited to a Post-Removal Site Control and Implementation Plan specifying the objectives, implementation, monitoring, inspection, reporting, remediation, and restoration. Upon EPA approval, the Contractor shall conduct Post-Removal Site Control activities until such time as EPA determines that no further Post-Removal Site Control is necessary. The Contractor shall provide the Military Department and EPA with documentation of all Post-Removal Site Control measures.

In addition to compliance with any and all Post-Removal Site Control directives, the Burn site area will be restored to a level consistent with its original condition unless otherwise directed by the Military Department. The contractor will conduct final clean-up of the burn sites and the explosive magazine storage and work areas upon completion of the removal action, according to the Post Removal Site Control Plan. This includes, but is not limited to, removal of the burn pans and associated equipment, any residues from the M6 and CBI munitions, other solid waste generated during the project (including but not limited to bulk containers (supersacks), cardboard boxes, metal drums, fiber drums, pallets, shrink wrap, ash and any other associated materials), equipment, and any other ignitable materials. The Contractor shall perform hazardous waste characterization and disposal of all waste in accordance with State and federal solid and hazardous waste regulations.

Technical Proposal – Contractor will comply with all provisions of the Technical Proposal requirements in the performance of the work required by this RFP [see Attachment E (Technical Proposal)]. The Proposer will submit the information as specified in Attachment E (Technical Proposal) as part of the Proposal Response to this RFP.

Reporting. The Contractor shall submit a written progress report to the Military Department concerning actions undertaken pursuant to the implementation of the contract resulting from this RFP the 18th day after the date of receipt of EPA's approval of the Work Plan and thereafter,

every 21<sup>st</sup> day after the original report until issuance of Notice of Completion of Work or Final Acceptance, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

a. All reports will be submitted as two originals unless otherwise Stated.

b. Daily and Monthly Reports. The Contractor will maintain and provide a daily progress report that includes metrics, such as amount/volume/weight of material destroyed during that day total volume/weight of material destroyed, total magazines, completed, and health and safety concerns. Monthly In Progress review meetings will be conducted to measure disposal progress.

c. Cost Progress Report. Contractor will provide a detailed Cost Progress Report to the Project Coordinator no later than 180 days after the contract notice to proceed date and a subsequent report at 240 days after the contract notice to proceed date. The Cost Progress Report shall be provided monthly thereafter to the Project Coordinator. The report will be in two parts. The first part of the report will include a cost incurred invoice type document with details concerning all work performed during the period to include sufficient documentation to allow verification of accuracy of costs incurred consistent with 40 CFR, 300.160(a)(1). The second part of the report will include an estimate of costs required to complete the contract. It will also include the following details at a minimum – description of remaining work to be performed, personnel, equipment, and materials required and cost associated for each.

d. Final Report. Submit within fifteen (15) days after completion of all Work required by the implementation of the contract resulting from this RFP. Contractor shall submit to the Military Department for submittal for EPA review and approval a final report summarizing the actions taken to comply with the implementation of the contract resulting from this RFP. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled “OSC Reports.” The final report shall include a listing of quantities and types of materials removed off-site and/or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destinations of those materials, a presentation of the analytical results of all sampling and analyses performed, certificate of disposal listing quantity and type of material disposed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g. manifests, invoices, bills, contracts, and permits).

#### Off-Site Shipments.

a. The Contractor may ship hazardous substances, pollutants and contaminants from the Site to an off-site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. The Contractor will be deemed to be in compliance with CERCLA Section 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if the Contractor obtains a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b). The Contractor may ship Investigation Derived Waste (IDW) from the Site to an off-site facility only if the Contractor complies with EPA’s “Guide to Management of Investigation Derived Waste,” OSWER 9345.3-03FS (Jan. 1992). The Military Department and LDEQ must concur with any and all requests for Off-Site Shipments prior to submittal to EPA. Final destinations for shipments of off-site waste must be properly permitted

to accept RCRA Subtitle C hazardous waste, and/or RCRA Subtitle D solid waste, as appropriate for the type of waste being shipped off-site.

b. The Contractor may ship hazardous waste from the Site to an out-of-State waste management facility which is properly permitted to accept RCRA Subtitle C hazardous waste only if, prior to any shipment, they provide written notice to the appropriate State environmental official in the receiving facility's State and to the OSC. This written notice requirement shall not apply to any off-site shipments when the total quantity of all such shipments will not exceed ten (10) cubic yards. The written notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of hazardous waste to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. The Contractor also shall notify the Military Department, State environmental official referenced above and the OSC of any major changes in the shipment plan, such as a decision to ship the hazardous waste to a different out-of-State facility.

## **2.2 Period of Agreement**

The term of any contract resulting from this solicitation shall begin after EPA approval of the successful Proposer based on the requirements contained within this RFP.

Projected total contract duration is fourteen (14) months unless otherwise accepted by the Military Department.

## **2.3 Price Schedule**

Prices proposed by the Proposers shall be submitted on the cost schedule furnished herein on Attachment C (Cost Worksheet). Prices submitted shall be firm for the term of the contract and shall apply to the original contract and any and all amendments or change orders.

## **2.4 Deliverables**

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

a. Pre-Final Execution of the Contract Submittals – Submittal and Approval of Contractor and Key Personnel Qualifications by EPA for Final Execution of the Contract.

b. Submittal and Approval of Work Plan; Health and Safety Plan; QAPP; Spill and Emergency Response Contingency Plan; and all other requirements directed of this RFP.

c. Provide all required permits, licenses, and approvals for all regulating agencies including but not limited to EPA, LDEQ, DPS, US DOT, and etc.

d. Implementation and execution of Approved Work Plan; Health and Safety Plan; Quality Assurance Project Plan; Spill and Emergency Response Contingency Plan; and all other requirements directed of this RFP.

e. Removal and disposal of all materials listed in Para 2.1.a. in accordance with the standards contained with this RFP and as approved by EPA.

f. Reports and documentation as directed within this RFP or any as directed in the execution of the work contained in this RFP per EPA, LDEQ, and DPS directives.

g. Post Removal Site Control Plan and required actions.

h. Hazardous materials disposal and site clearance certifications resulting from the execution of work contained in this RFP.

## **2.5 Location**

The location(s) the work/delivery/service is to be performed, completed and managed is at Camp Minden, Minden, Louisiana.

## **2.6 Proposal Elements**

### **2.6.1 Financial**

Proposal shall include prices per the schedule furnished in Attachment C (Cost Worksheet), as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

### **2.6.2 Technical**

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Requirements identified in Attachment A (Key Environmental and Compliance Considerations)
- Requirements identified in Attachment D (Proposal Questionnaire)
- Requirements identified in Attachment E (Technical Proposal).
- Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

### **2.6.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (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 (Veterans Initiative) 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.louisianaeconomicdevelopment.com/Account/Login>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

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 at <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 entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, 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\\_req](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_req)

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/Vendor/VndPubMain.cfm?tab=2>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Small E, VSE, or DVSE.

## **PART III: EVALUATION**

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Financial Proposal (Section 3.1)	30
Technical Proposal (Section 3.2)	60
Veteran and Hudson Initiative (Section 3.3)	10
Total Possible Points	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred. The Proposer with the highest overall score will be recommended for award.

### **3.1 Financial Proposal**

The following financial criteria will be evaluated:

- Cost based on submittal of Attachment C (Cost Worksheet)

Prices proposed by the Proposers shall be submitted on the cost worksheet furnished as Attachment C (Cost Worksheet). Prices proposed shall be firm and apply to the original contract and any and all amendments or change orders.

The information provided in response to this section will be used in the Financial Evaluation to calculate the lowest evaluated cost.

A Proposer's base cost score will be based on the cost information provided in Attachment C (Cost Worksheet) and computed as follows:

$$BCS = (LPC/PC \times FPP)$$

Where:            BCS = Computed cost score (points) for Proposer being evaluated  
                      LPC = Lowest proposed cost of all Proposers  
                      PC = Total cost of Proposer being evaluated  
                      FPP = Financial Proposal Points

### **3.2 Technical Proposal**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Proposer shall submit Attachment D (Proposal Questionnaire) and response to Attachment E (Technical Proposal) with any additional submittal and supporting information. Each Proposer should address how the firm will meet all the requirements of this RFP.

Such factors may include but are not limited to the areas listed below:

- **Financial Stability – 2 Points**
- **Commercial Terms – 2 Points**
- **Company and Key Personnel Qualifications – 15 Points**
- **Work Plan – 15 Points**
- **Timeline – 8 Points**
- **Health and Safety Plan – 5 Points**
- **Quality Assurance, Sampling, and Data Analysis (in accordance with this RFP and Attachment A (Key Environmental and Compliance Considerations) – 10 Points**
- **Reporting – 3 Points**

### **3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

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

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

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small 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 the Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The intent of the Military Department is to comply of all EPA, LDEQ and regulatory agency requirements for the removal, destruction and disposal of 100% of explosive hazardous material contained in Paragraph 2.1.a. of this RFP.

Contractor must comply with all applicable terms and conditions of this RFP in the timeline agreed upon in the final execution of the contract resulting from this RFP.

Contractor shall be responsible for adherence to agreed upon or approved actions and timeframes contained in this RFP or as approved by EPA and LDEQ. Contractor is responsible for any penalties, fines, and/or liquidated damages resulting from non-performance or non-compliance with the requirements of this RFP or any law or regulation governing the work included in this RFP.

#### **4.1.1 Liquidated Damages**

In the event the Contractor fails to meet contract requirements, the Military Department may impose liquidated damages in the amount of \$5,000 per day.

The Contractor acknowledges and agrees to be assessed the amount stipulated in the Contract Documents as Liquidated Damages.

### **4.2 Performance Measurement/Evaluation**

Detailed performance measurement/evaluation in addition to or supplementary to those required by this RFP will be negotiated with the successful Proposer and made a part of the contract.

Payment of retainage will be released after Final acceptance of all Work covered in the executed contract for this RFP.

### **4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned 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.

## **Attachment A**

### **Key Environmental and Compliance Considerations**

**(Not an inclusive list. Work may be governed by additional regulations, guidance, policies or laws.)**

All work to be performed per this RFP are subject to all applicable EPA, OSHA, LDEQ, DPS, Military Department, state and federal laws, regulations, policies, permits, licensing requirements, and guidance.

1. This removal and disposal action will be conducted to eliminate the actual or potential release of hazardous substances, pollutants, or contaminants to the environment, pursuant to CERCLA, 42 U.S.C. §9601 et seq., and in a manner consistent with the National Contingency Plan (NCP), 40 CFR Part 300, as required at 33 U.S.C. §1321(c)(2) and 42 U.S.C. §9605. Pursuant to 40 CFR Part 300.415(j), fund-financed removal actions under CERCLA §104 and removal actions pursuant to CERCLA §106 shall, to the extent practicable considering the exigencies of the situation, attain the applicable or relevant and appropriate requirements under Federal and State environmental laws. Site-specific ARARs and to-be-considered (TBCs) for this site include: 40 C.F.R. Part 264, Subpart X operations, maintenance, monitoring, performance, closure and post-closure requirements; 40 C.F.R. Part 264 Subpart EE storage, and 40 C.F.R. § 265.382 open burn procedures and location requirements; explosives storage handling, and disposal procedures listed in Military Explosives, Department of the Army Technical Manual, Handbook on the Management of Munitions Response Actions; EPA OSWER, Interim Final; Ammunition Handbook: Tactics, Techniques, and Procedures for Munitions Handlers; Department of the Army, Prediction of Safe Life of Propellants, Picatinny Arsenal; Reports of Explosives Safety Assistance Visits (March and April 2013), Department of the Army Explosives Safety Board; and the Louisiana Administrative Code, Title 55, Part I, Chapter 15 – Explosives Code.
2. Should the open-burning response action generate hazardous waste residues requiring off-site disposal, the RCRA waste analysis requirements found at 40 C.F.R. §§ 261.20 and 261.30; the RCRA manifesting requirements found at 40 C.F.R. §§ 262.20; and the RCRA packaging and labeling requirements found at 40 C.F.R. §§ 262.30, shall be appropriate for this action. All off-site transportation of hazardous waste will be performed in conformity with RCRA and U.S. Department of Transportation requirements. See generally 40 C.F.R. Part 263. All hazardous substances removed for off-site disposal shall be disposed at a facility in compliance with environmental laws and regulations, as determined by EPA, under 40 C.F.R. §§ 300.440.
3. All sampling and analytical methods to be used must be specified and any contract laboratory used to analyze the residues must be LELAP-certified per LAC 33:I.Subpart 3.
4. Shipping manifest for off-site shipments of any waste will be prepared and signed by contractor.
5. Work shall be in compliance with site specific ARARs (Table 3 of this document).

6. Air Quality requirements:

- a. Air quality modeling must be conducted according to EPA Permit Modeling Guidance approved by EPA reference ([http://www.epa.gov/scram001/guidance\\_permit.htm](http://www.epa.gov/scram001/guidance_permit.htm)). The contractor shall use this tool to verify the proposed daily burn rate prior to the start of operations, and provide the information to the EPA and the LDEQ Air Permits Division.
- b. Fence line ambient emission measurements must be conducted to ensure ambient air quality standards and acceptable levels of hazardous constituents are not exceeded (particulates, etc.), in particular near populated areas. Contractor must determine the potential emissions from the combustion of the hazardous materials and design a monitoring network to ensure health and safety of the workers and public. In addition, Ambient Air Quality modeling must be conducted to determine the potential impacts to the ambient air to ensure health and safety of the public. Guidelines for acceptable ambient air concentrations of VOCs, SVOCs, and metals found in the Reference Air Concentrations from 40 CFR 266.Appendix IV, and Risk Specific Doses from 40 CFR 266.Appendix V and Ambient Air Quality Standards per Chapter 7 of LAC 33:III. Any contract testing company and laboratory used to generate monitoring data must be LELAP-certified per LAC 33:I.Subpart 3.
- c. The Contractor shall perform all required actions to meet ambient air quality standards, including but not limited to air modeling, air monitoring and air sampling, including possible actions necessary if air limits are exceeded. Proposer will consider time and costs for any contingencies associated with this work in the submittal of Attachment C – Cost Worksheet.
- d. For your reference, the ambient air quality standards for the burning of the M6 are listed below:
- e. Toxics (Table 1)

<b>Pollutant</b>	<b>CAS Number</b>	<b>AAS (mg/cm)</b>	<b>Avg. Period</b>	<b>MER (lbs/yr)</b>
2,4 dinitrotoluene	121-14-2	4.76	8-hour	100
2,6- dinitrotoluene	606-20-2	4.76	8-hour	100
Dibutyl phthalate	84-74-2	119.00	8-hour	380

\*\*\*The MER is based on very conservative modeling done in the early stages of the Air Toxics program. Basically we use it as a check to determine if we need to consider this for modeling. If their TOTAL lbs/yr are lower than the MER than it is assumed that they will have little to no impact on the ambient air.

f. Criteria Pollutants (Table 2)

<b>Pollutant</b>	<b>Avg. Period</b>	<b>NAAQS limit (micrograms/meters cubed)</b>
PM <sub>2.5</sub>	24-Hour Period	35
PM <sub>2.5</sub>	Annual	12
PM <sub>10</sub>	24-Hour Period	150
PM <sub>10</sub>	Annual	50
NO <sub>x</sub>	1-hour	188
NO <sub>x</sub>	Annual	100
SO <sub>2</sub>	1-hour	195
SO <sub>2</sub>	3-hour	1300
SO <sub>2</sub>	24-hour	365
SO <sub>2</sub>	Annual	80
CO	1-hour	40,000
CO	8-hour	10,000

7. Post Removal Site Control: Site Cleanup requirements:

Site to be restored to pre-removal action conditions, as per Post Removal Site Control Plan to include, but not limited to:

a. Determination of background concentration of each expected constituent (in compliance with RECAP).

b. Sampling plan to be followed after burn activities to determine whether a release has occurred. Necessarily this will involve setting action levels above which will be considered a release and what remedial actions, if any, will be taken in response to a demonstrated release. Provide a framework for how the RECAP evaluation will proceed (will it be Screening Option

only, or will it progress to Management Option 1, 2, etc). RECAP utilizes look-up tables with values that may or may not be altered by site-specific data. If a constituent is not listed in the tables, propose a surrogate compound with a justification for the substitution.

**List of State of Louisiana RCRA/CERCLA/AIR/WATER ARARs for the Removal Action at Camp Minden Systems (Table 3)**

List of State of Louisiana RCRA/CERCLA/AIR/WATER ARARs for the Removal Action at Camp Minden Systems				
Item #	Activity	Required/ Applicable	Regulatory Citation	Description
1	Work to be performed	Required	LAC 33:III Air Quality Standards LAC 33:V.3203.C 40 CFR 264.Subpart X	<b>Fence line ambient emission measurements</b> must be conducted to ensure ambient air quality standards and acceptable levels of hazardous constituents are not exceeded (particulates, etc.), in particular near populated areas. Contractor must determine the potential emissions from the combustion of the hazardous materials and design the monitoring network to ensure health and safety of the workers and public.  Guidelines for acceptable ambient air concentrations of VOCs, SVOCs, and metals are Reference Air Concentrations from 40 CFR 266.Appendix IV, and Risk Specific Doses from 40 CFR 266.Appendix V.
2	Work to be performed	Required	LAC 33:V.3203.C 40 CFR 264.Subpart X	<b>Air Quality modeling must be</b> conducted to determine the point of maximum human exposure impact to ensure health and safety of the workers and public.
3	Work to be performed	Required	LAC 33:IX.2501.A.1 LAC 33:IX.2511.A.1.b  <b>OR</b>  40 CFR Part 300 or 33 CFR 153.10.e	Apply for an <b>LPDES permit</b> for discharges of process wastewater, process area (open burn site) storm water, and/or uncontaminated storm water from the site and develop and implement a <b>Storm Water Pollution Prevention Plan (SWPPP)</b> for the site. <b>OR</b> Conduct all discharges of process wastewater, process area storm water, and/or uncontaminated storm water from the site according to <b>instructions from the Federal On-Scene Coordinator (FOSC)</b> . (The FOSC specifies the monitoring requirements for discharges of process wastewater, process area storm water, and/or uncontaminated storm water from the site and requires the development and implementation of a <b>SWPPP</b> . NOTE: All discharges should be monitored for the hazardous substances and chemicals at the site and the products and by-products of

**List of State of Louisiana RCRA/CERCLA/AIR/WATER ARARs for the Removal Action at Camp Minden Systems**

Item #	Activity	Required/ Applicable	Regulatory Citation	Description
				combustion of those hazardous substances and chemicals burned at the site.)
4	<b>Work to be performed</b>	Required	LAC 33:III.1109 Control of Air Pollution from Outdoor Burning	<p>The Contractor shall comply with the requirements of this section.</p> <p>As Per LAC 33:III.1109.B, Outdoor Burning Prohibited. No person shall cause or allow the outdoor burning of waste material or other combustible material on any property owned by him or under his control except as provided in Subsections C and D of this Section</p> <p>Item #4, ARAR listed below: Outdoor burning is the required method of removal and the Contractor is therefore required to request an exemption under LAC33:III.1109.D.9. Submit the required documents to DEQ for review.</p>
5	<b>Work to be performed</b>	Required	LAC 33:III Chapter 7 Ambient Air Quality	<p>The Contractor shall comply with the requirements of this section.</p> <p>As per LAC 33:III.705.A, the standards of ambient air quality listed in LAC 33:III.711.A, Table 1 and 711.B, Table 1a define the limits of air contamination by particulates and gases, above which limits the ambient air is hereby declared to be unacceptable and requires air pollution control measures. Until additional pertinent information becomes available through surveillance and research with respect to the effects of the air contaminants listed in LAC 33:III.711.A, Table 1 and 711.B, Table 1a, the air quality limits listed in LAC 33:III.711.A, Tables 1 and 711.B, Table 1a shall apply in Louisiana. The limits stated include normal background levels of particulates and gases.</p> <p>The Contractor shall comply with LAC 33:III.709 for measuring the concentrations PM10, PM2.5, Sulfur dioxide, Carbon Monoxide, Atmospheric Oxidants, Nitrogen Oxides.</p>

**List of State of Louisiana RCRA/CERCLA/AIR/WATER ARARs for the Removal Action at Camp Minden Systems**

<b>Item #</b>	<b>Activity</b>	<b>Required/ Applicable</b>	<b>Regulatory Citation</b>	<b>Description</b>
6	<b>Work to be performed</b>	Required	LAC 33:III Chapter 9 General Regulations on Control of Emissions and Emission Standards	The Contractor shall comply with the requirements of this section.  If the Contractor chooses to apply for a Variance from the regulations under this chapter, as per section 917 of this chapter, a written application shall be submitted to DEQ for further review.
7	<b>Work to be performed</b>	Required	LAC 33:III Chapter 5 Permit Procedures	The Contractor shall comply with the requirements of this section.  If the Contractor chooses to claim exemption from getting an operating permit as required by LAC 33:III.501.C.2 and chooses to apply for variance for this operation, the Contractor shall submit their case (why permit may not be required for their proposed operation) along with the variance request to DEQ for further review.
8	<b>Work to be performed</b>	Required	LAC 33:V.Chapter 22 40 CFR Part 264	Permanent <b>on-site disposal</b> of any hazardous materials is prohibited by state and federal regulations
9	<b>Health and Safety Plan</b>	Required	LAC 33:V.717 40 CFR Part 264	Procedures for <b>public notification</b> to the surrounding community and state and local governments must be provided in the health and safety plan, and adhered to during removal, combustion, and while conducting post removal actions. At a minimum meet the requirements of LAC 33:V.717.
10	<b>Quality Assurance, Sampling and Data Analysis</b>	Required	LAC 33:I. Chapter 45 (LA Laboratory Accreditation program); LAC 33:I.Chapter 13	Any <b>lab samples</b> must be analyzed by an LA accredited laboratory; all data analysis must meet the QA/QC requirements of RECAP
11	<b>Post-Removal Site Control</b>	Required	LAC 33:I.Chapter 13 (Use of RECAP required for all CERCLA and RCRA activities in LA)	All <b>confirmatory sampling</b> in order to determine post removal clean up effectiveness must be conducted in <b>compliance with LA RECAP</b> , methods for determining sample placement (Appendix B) and clean up levels of constituents of concern.

**List of State of Louisiana RCRA/CERCLA/AIR/WATER ARARs for the Removal Action at Camp Minden Systems**

<b>Item #</b>	<b>Activity</b>	<b>Required/ Applicable</b>	<b>Regulatory Citation</b>	<b>Description</b>
12	<b>Post-Removal Site Control</b>	Required	LAC 33:I.Chapter 13 (Use of RECAP required for all CERCLA and RCRA activities in LA)	<b>COCs for post removal site control</b> confirmatory sampling must include the explosives removed, and any accelerants used to enhance destruction (such as diesel fuel) and Poly cyclic aromatic hydrocarbons (PAHs) and any other product of incomplete or complete combustion.
13	<b>Post removal Site Control</b>	Required	LAC 33:V.1103	<b>All residues from</b> the combustion activities, decon activities, must undergo hazardous waste determination classification to ascertain if the residues will have to be managed as RCRA hazardous waste.
14	<b>Final Report</b>	Required	LAC 33:I.Chapter 13 (Use of RECAP required for all CERCLA and RCRA activities in LA)	<b>Final Reports</b> making determinations of adequacy of post removal must meet RECAP reporting requirements, and must contain sufficient information to meet the RECAP reporting requirements.
15	<b>Off-site shipments</b>	Required	LAC 33:V.1103; 1105, 1107; and Chapter 13 Transporter Requirements; 40 CFR Part 264	<b>All off site shipments of any materials</b> must be characterized for RCRA hazardous waste designation; and those materials that are designated as RCRA hazardous waste must be accompanied by <b>a RCRA manifest</b> at all times during transport while off-site.
16	<b>Off-site shipments</b>	Required	LAC 33:V.Chapter 13 40 CFR Part 264	All off site shipments of materials characterized as hazardous waste or materials must only be <b>transported by transporters with active EPA identification #'s</b> ; in DOTD and ATF approved vehicles and containers, using proper manifesting.







BLDG #	ITEM DISCRIPTION	# OF SKIDS	WEIGHT	TOTAL
2ND ROAD				
2421	<del>M-6 PROPELLANT</del>	<del>125</del>	<del>122,200</del>	
300,000	M-6 PROPELLANT (140lb br1X6)	57	47,880	
	" " (880Lb Bulk)	45	39,600	196,680
2422	M-6 PROPELLANT (880 Lb Bulk)	154	135,520	135,520
300,000				
2423	M-6 PROPELLANT (60lbX36)	25	54,000	
125,000	" " (880lb BULK BX)	80	70,400	124,400
2471	CBI	91	85,594	
125,000	M-6 PROPELLANT (880 Lb Bulk)	40	35,200	
	<del>BLACK POWDER</del>	<del>1</del>	<del>125</del>	
	<del>AMMONIUM FLUORATE</del>	<del>1</del>	<del>145</del>	
	M-6 PROPELLANT (140lb X 6Brls)	6	5,149	
	<del>X X (Shot Bag)</del>	<del>2</del>	<del>6,400</del>	132,611
2424	M-6 PROPELLANT (880lb BULK bx)	142	124,960	124,960
125,000				
2425	M-6 PROPELLANT (880LB Bulk)	142	124,960	124,960
125,000				
2472	FLAMMABLE SOLID	137	246,300	246,300
125,000	M-6 PROPELLANT (880LB Bulk)	141	124,080	124,080
2426	M-6 PROPELLANT (880LB Bulk)	142	124,960	124,960
125,000				
2473	FLAMMABLE SOLID	123	221,400	221,400
125,000	M-6 PROPELLANT (880LB Bulk)	110	96,800	96,800
2427	M-6 PROPELLANT (880 Lb Bulk)	142	124,960	124,960
125,000				
2474	M-6 PROPELLANT (140lb br1X6)	40	33,600	
125,000	" " (880 Lb Bulk)	102	89,760	
	" " (140Lbx6Brls for ship>	84	70,560	193,920
2428	M-6 PROPELLANT (121lb br1X6)	86	62,436	
125,000	" " (140lb br1X4)	38	21,280	
	" " (140lb br1X6)	49	41,160	124,876
	<del>TYPE 2</del>	<del>24</del>	<del>12,796</del>	
	<del>TYPE 7</del>	<del>1</del>	<del>50</del>	
	<del>TYPE 15</del>	<del>6</del>	<del>2,258</del>	
2429	M-6 PROPELLANT (60lb X 36bx)	120	259,200	259,200
300,000				
2430	M-6 PROPELLANT (140lb br1X6)	205	172,200	
300,000	" " (140lb brX4)	42	23,520	
	" " (880lb BULK BX)	29	25,520	221,240

















### Attachment D (Proposal Questionnaire)

Part I	Technical (60 Points) - Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:	Proposer Response
1.1	<b>Financial Stability (2 Points)</b>	
1.1.1	References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently or were previously provided. Include a contact person and telephone number for each reference below.	
1.1.2	Reference #1 State, Government Agency or Private Firm name:	
1.1.3	Reference #1 contact name:	
1.1.4	Reference #1 telephone number:	
1.1.5	Reference #2 State, Government Agency or Private Firm name:	
1.1.6	Reference #2 contact name:	
1.1.7	Reference #2 telephone number:	
1.1.8	Reference #3 State, Government Agency or Private Firm name:	
1.1.9	Reference #3 contact name:	
1.1.10	Reference #3 telephone number:	
1.1.11	Provide information demonstrating the Proposer's financial stability.  Please confirm this data has been included in the hard copy(ies) submitted as well as in electronic form in the CD as part of your response.	
1.1.12	Please include any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.	
1.2	<b>Commercial Terms (2 Points)</b>	Proposer Response
1.2.1	<p>The intent of the term of any contract resulting from this solicitation is to not exceed fourteen (14) months unless otherwise agreed upon by the Military Department. The state reserves the right to award this contract in two (2) parts - 1) Original contract award based on selection of Proposer after bid opening for work included in the RFP up to \$19,292,648.13; and 2) Amendment of Original Contract to selected Proposer after receipt of any additional funding authorized by the Federal government for completion of all work included in this RFP based on the Proposer's original bid for all work included in the RFP.</p> <p>The Military Department reserves the right to modify the quantities and/or the compensation for the removal and disposal of hazardous materials identified in Para 2.1.a of the RFP for work and actions during Phase II (Removal and Disposal Operations) based on actual, verified quantities of materials removed and disposed of per the contract resulting from the RFP. Any adjustment to the contract for the reason stated will be based on the per / pound cost data provided by the Proposer in Attachment C (Cost Worksheet).</p> <p>Please confirm acceptance of this requirement in the field to the right.</p>	

1.2.2	<p>The Contractor may invoice the agency monthly at the billing address designated by the agency. Invoices will be based on the schedule of values assigned to the sub-tasks identified for Phase 1 (Mobilization and Site Preparation) and Phase 3 (Site Restoration and Demobilization). Invoices for Phase 2 (Removal and Disposal Operations) will be based on actual, verified quantities of materials removed and disposed of. Payments will be made by the Military Department within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract and order number and provide a percentage of sub-task and overall Phase completion status. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. Submit sample invoice with your reply consideration.</p> <p>The State desires to make payment to the successful proposer electronically through the Electronic Vender Payment (EVP) method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or Electronic Funds Transfer (EFT) payments sent directly from the State's bank directly to the payee's bank.</p> <p>Please confirm acceptance of this requirement in the field to the right and select the payment method preferred in the blue cell to the right.</p>	
1.2.3	<p>The Military Department requests all pricing rates for Phase 2 (Removal and Disposal) remain fixed for the length of the contract and that such pricing will be used as a cost basis for any contract modification based on actual quantities of hazardous materials removed and disposed of per this RFP. Please confirm your acceptance of this requirement.</p>	
<b>1.3</b>	<b>Company and Key Personnel Qualifications (15 Points)</b>	<b>Proposer Response</b>
1.3.1	Proposer / major sub-contractor history of similar or like type work, particularly of "Open Burn" operations with explosive materials. Include information required as part of Attachment E - Technical Proposal response.	
1.3.2	Confirm Proposer is willing and able to apply for and receive special permits required to complete the work required by this RFP.	
1.3.3	Proposer will specify all special company licenses currently held that qualifies the Proposer to accomplish the work required by this RFP. Include copies as required as part of Attachment E - Technical Proposal response.	
1.3.4	Proposer will provide qualified personnel to conduct the work required by this RFP. Proposer will provide for evaluation a comprehensive reply to Attachment E - Technical Proposal Paragraph 1, Personnel Requirements. Clearly identify personnel with experience utilizing open burn operations and experience with military propellants.	

1.3.5	Proposer will acknowledge requirement to provide a Formal Company and Key Personnel Qualifications information to the Military Department for submittal to EPA within seven (7) days if they are the successful bidder and receive a Notice of Intent to Award letter. Additionally, acknowledge requirements to meet timeline for any corrections and re-submittals until EPA approval / denial.	
<b>1.4</b>	<b>Work Plan (15 Points)</b>	<b>Proposer Response</b>
1.4.1	Proposer will provide and gain approval from EPA a Work Plan to accomplish the work required by this RFP. Proposer will provide for evaluation a comprehensive reply to Attachment E - Technical Proposal Paragraph 2, Work Plan as specified.	
1.4.2	Proposer will acknowledge requirement to provide a Formal Work Plan to the Military Department for submittal to EPA within five (5) days of contract award to the successful bidder. Additionally, acknowledge requirements to meet timeline for any corrections and re-submittals until EPA approval / denial.	
1.4.3	Proposer will acknowledge requirements to provide and / obtain all required licenses, permits, and authorizations per the requirements in this RFP. List initial licensing, permit, and authorizations currently on hand or that must be obtained and timeframe to accomplish.	
1.4.4	Proposer will acknowledge requirement to provide reports or meet deadlines when required by this RFP or as mandated by the Military Department, State of Louisiana regulatory agencies, or EPA. Failure to do so will result in penalty charges or liquidated damages.	
<b>1.5</b>	<b>Timeline (8 Points)</b>	<b>Proposer Response</b>
1.5.1	Proposer will specify the time required to complete Phase 1 in days. Include detailed timeline as required as part of Attachment E - Technical Proposal response.	
1.5.2	Proposer will specify the time required to complete Phase 2 in days. Include detailed timeline as required as part of Attachment E - Technical Proposal response.	
1.5.3	Proposer will specify the time required to complete Phase 3 in days. Include detailed timeline as required as part of Attachment E - Technical Proposal response.	
1.5.4	Proposer will specify the time required to complete all work required by the RFP in days. Include detailed timeline as required as part of Attachment E - Technical Proposal response.	
<b>1.6</b>	<b>Health and Safety Plan (5 Points)</b>	<b>Proposer Response</b>
1.6.1	Proposer will provide and gain approval from EPA a Health and Safety Plan to accomplish the work required by this RFP. Proposer will provide for evaluation a comprehensive reply to Attachment E - Technical Proposal Paragraph 4, Preliminary Health and Safety Plan as specified.	

1.6.2	Proposer will acknowledge requirement to provide a Health and Safety Plan to the Military Department for submittal to EPA within five (5) days of contract award to the successful bidder. Additionally, acknowledge requirements to meet timeline for any corrections and re-submittals until EPA approval / denial.	
1.7	<b>Quality Assurance, Sampling, and Data Analysis (10 Points)</b>	<b>Proposer Response</b>
1.7.1	Proposer will provide and gain approval from EPA a QAPP to accomplish the work required by this RFP. Proposer will provide for evaluation a comprehensive reply to Attachment E - Technical Proposal Paragraph 5, Quality Assurance, Sampling, and Data Analysis as specified.	
1.7.2	Proposer will acknowledge requirement to provide a QAPP to the Military Department for submittal to EPA within fifteen (15) days after contract award.	
1.8	<b>Reporting (3 Points)</b>	<b>Proposer Response</b>
1.8.1	Proposer will provide any sample reports or report formats for evaluation based on the requirements of this RFP.	
1.8.2	Proposer will acknowledge requirement of Attachment A (Key Environmental and Compliance Considerations), Para 4 to prepare and sign off-site shipping manifests.	
1.8.3	Proposer will acknowledge requirement to provide any and all reports as required or specified in the RFP.	
1.9	<b>Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (10 Points)</b>	<b>Proposer Response</b>
1.9.1	<p>Each Proposer should address how the firm will meet the following:</p> <p>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 (Veteran Initiative) 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 <a href="https://smallbiz.louisianaeconomicdevelopment.com/Account/Login">https://smallbiz.louisianaeconomicdevelopment.com/Account/Login</a>, or as referenced in this RFP.</p> <p><b>Proposer will acknowledge if they are a Veteran or Hudson Initiative certified small entrepreneurship as described herein in the blue cell to the right. State certification status and provide supporting information.</b></p>	

1.9.2

If a proposer is not the following information:

**1) the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, the dollar value of each subcontract, and percentage of work to be performed by the subcontractor.**

Acknowledge that 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.

## **Attachment E**

### **Technical Proposal**

The elements of the Technical Proposal shall include Company and Key Personnel Qualifications; Work Plan; Timeline; Health and Safety Plan; and Quality Assurance, Sampling, and Data Analysis as a minimum. The information provided and requirements listed below shall be requirements of the RFP.

#### **1. Company and Key Personnel Qualifications:**

a. Provide company and sub-contractor history and experience dealing with projects similar to this one. Provide brief summary and information of any “Open Burn” projects dealing with the disposal of Class 1.1 or 1.3 explosive material. Additionally, provide specific information of projects with EPA oversight and experience compiling reports for EPA and other regulatory agencies.

- Name of Project:
- Client:
- Contract Amount:
- Type material:
- Quantity of material:
- Duration of project:
- Client contact info:
- Relevance:
- Experience:

c. Personnel Qualifications:

(1) All on-site personnel:

- 40 Hour HAZWOPER certification in accordance with 29 CFR 1910.120(p)
- Trained in accordance with 40 CFR 264.16
- Licensed by Louisiana State Police as Explosive Handlers (8 hour course)
- Personnel responsible for initiating burns must have Louisiana State Police Explosive Blaster’s license – (16 hour course)

d. Key Personnel Qualifications:

(1) Proposer shall provide as a minimum qualifications for the following key personnel - Project Manager, Safety Manager, Compliance Manager, Environmental Manager, Material Removal and Transportation Supervisor, Material Disposal Supervisor, Explosive Technicians and Forklift Operators.

- a) Positions may be combined if personnel have the required combined experience.
- b) All Key personnel must have documented training and/or experience in compliance with the requirements of: DOD 4145.26-M; [DOD 5100.76](#); LAC Title

55 Chapter 15; 49 CFR 172 Subpart – A Through Subpart G; 27 CFR Part 555; LAC Title 33 Part V – Hazardous Waste; 29 CFR 1910.

c) Proposer will specifically explain its employees experience in dealing with open burning of M6 or other explosives.

d) Proposer will explain its employees specific experience in projects with EPA direct oversight and compiling reports for EPA.

- 1) **Project Manager:** 10 Years or more experience successfully managing a clean-up action issued by the EPA under CERCLA or RCRA. Documented experience managing projects that involved the on-site disposal of explosive materials utilizing open burning in a large scale, continuous process environment is preferred.
- 2) **Safety Manager:** 8 Years or more experience managing the safety of personnel and equipment in either the production of or disposal of explosive materials in a large scale, continuous process environment preferred. Knowledge and experience dealing with military propellants is preferred.
- 3) **Compliance Manager:** 5 years or more experience preparing and submitting all documentation required by the EPA, DOT, ATF and other regulatory agencies for the management and disposal of hazardous materials and hazardous waste.
- 4) **Environmental Manager:** 5 years or more experience in ambient air monitoring per EPA methods, and preparation of air monitoring documentation.
- 5) **On-Site Supervisors:** – minimum of two on-site supervisors per shift required. One will supervise the Material Removal and Transportation operation and the other will supervise the Open Burning Disposal operation.
  - (a) **Material Removal and Transportation Supervisor:** 10 Years or more experience supervising the storage and transport of explosive materials – including materials that are stored and configured in less than ideal condition. Experience with other types of hazardous materials may be substituted for some of the explosive experience. Must have experience necessary to identify, hire and supervise employees who have the level of experience necessary to perform in difficult and challenging conditions and circumstances.
  - (b) **Material Disposal Supervisor:** 10 years or more experience supervising and working in the disposal of explosive materials. Preferred experience utilizing open burning. Experience with military propellants preferred. Must have experience necessary to identify, hire and supervise employees who have the level of experience necessary to perform in difficult and challenging conditions and circumstances.

- 6) **Explosive Technicians:** 8 years experience handling explosive components, setting explosive charges and initiating devices and or disposal of explosive components.
- 7) All on-site personnel that do not have a minimum of 5 years experience working with explosive materials must work under the direct supervision of an Explosive Technician or higher.
- 8) All forklift operators must have a minimum of 5 years experience operating a variety of forklifts. Explosive material handling experience is preferred.

**2. Work Plan: (Must comply with DoD Manual 4145.26-M, DOD Contractor's Safety Manual For Ammunition and Explosives and any other applicable regulation or policy)**

- Proposer will provide a detailed Work Plan that clearly explains all aspects required for the removal of hazardous materials listed in this RFP. Work Plan must comply with DOD Manual 4145.26M, DOD Contractor's Safety Manual for Ammunition and Explosives and any other applicable regulation or policy. In addition to the DOD Manual for Contractors requirement for Open Burn Method, Proposers will address items such as the number of pans, amount to be burned per burn event, number of burn events per day, days of work per week, hours per day, and burn site layout/diagram. Proposers will also discuss methodology for determining amount for each burn event and any key limitations considered. A major rate controlling task is the removal of unstable stacks of M6 from the magazines. Technique, equipment and manpower applied to this should be considered in developing the Work Plan. SOPs or specific parts of the work plan shall address leaning, spilled, fallen, or compromised containers and how to remove them quickly and safely. Additional steps to counter the rate controlling steps shall be included; this may be the use of temporary magazines, staging, extra crews, shifts, etc.
- The following additional topics should also be addressed:
  - Limitations as noted in Para 2.1.d of this RFP.
  - Burn process flow, methodology, and explosive limits.
  - Burn pan design and construction.
  - Transportation, weighing and accountability of the M6 and CBI.
  - Disposal of packaging materials.
  - Preparation of Safety site plan and SOPs.
  - Off-site shipments.
  - Post Removal Site Control plan and implementation.
  - Reports and reporting requirements as specified in this RFP.
  - Inclement weather emergency shut down as it relates to operations, storage, and security.
  - And any other items that the Proposer believes are critical to the safe and efficient removal and disposal of this material.

- The Proposer shall specify key sub contract arrangements including key labor categories such as explosive ordnance specialists and up armored equipment vendors. The Proposer shall submit all applicable certifications for the key personnel in those key subcontract positions. The proposal shall address scheduling, specific construction practices, engineering controls and procedures to maximize safety. Furthermore, the proposal shall address the management approach it proposes and explain how these will minimize the cost and ensure quality.
- Proposer shall detail the specific construction practices and sequencing it proposes which will expedite such activities and will limit generation of excess wastes.

**3. Timeline:**

- Military Department desires to generally organize the removal of hazardous materials actions under this RFP in the Phases identified below:
  - a. Phase 1 (Mobilization and Site Preparation): Includes but is not limited to all administrative actions; licensing, certifications, approvals, and permit actions; preliminary work actions; site mobilization; ordering or fabrication and on-site delivery of supplies, materials, and equipment; site preparations; sampling, assessments, and monitoring; magazine assessment and materials handling actions; burn site set-up; reporting and compliance actions; and any and all actions to prepare for hazardous materials removal and disposal operations. Some actions will continue throughout the contract period or Phases.
  - b. Phase 2 (Removal and Disposal Operations): Includes but is not limited to all materials handling, packaging, and transportation actions; materials and disposal tracking and weighing; burn and disposal actions; supervision and compliance measures; sampling, assessments, and monitoring; reporting; and any and all actions to conduct hazardous materials removal and disposal operations.
  - c. Phase 3 (Site Restoration and Demobilization): Includes but is not limited to all Post-removal site control actions; sampling, assessments, and monitoring; remediation actions; site recovery and restoration actions; final reporting and delivery of compliance requirements; demobilization from site ; any and all actions to complete all terms and conditions for the hazardous materials removal and disposal.
- The Military Department goals for the completion of each Phase is listed below. The goals listed below include the assumption of twenty (20) weather delay days. Proposer will provide timeline to best meet the time goals listed below including clearly identified estimated weather delay days .
  - a. Phase 1 (Mobilization and Site Preparation): Three (3) months
  - b. Phase 2 (Removal and Disposal Operations): Nine (9) months
  - c. Phase 3 (Site Restoration and Demobilization): Two (2) months

d. Total duration of the Work contained in this RFP: Fourteen (14) months

#### **4. Health and Safety Plan:**

- Per the requirements identified in this RFP; 29 CFR, Part 1910; and DOD 4145.26M, Chapter 11; and other applicable guidance, provide key health and safety task hazard analysis and countermeasures. Considerations include but are not limited to: work in hot and humid environment; with/in/around energetic and hazardous materials; biological hazards (snakes, scorpions, venomous spiders, biting insects, animals, poisonous plants, etc.); transportation; traffic control; etc.
- Proposer will include procedures for public notification to the surrounding community and state and local governments in accordance with LAC 33:V.717.

#### **5. Quality Assurance, Sampling, and Data Analysis:**

- Per the requirements of this RFP and Attachment A (Key Environmental and Compliance Considerations), provide a Quality Assurance Project Plan (QAPP). The QAPP will at a minimum address in detail all requirements listed in Attachment A (Key Environmental and Compliance Considerations). Special emphasis is necessary to explain how the Proposer will conduct ambient air monitoring at and around the Camp Minden site prior to and for the duration of the removal action. This shall include, but is not limited to, obtaining necessary permission to establish temporary ambient air monitoring stations, procurement of all monitoring equipment and shelters, providing utilities as needed, calibration and operation of the monitoring equipment, performing sampling and analytical procedures.

## Attachment F – INSURANCE

### 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 Louisiana. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

The insurer shall agree to waive all rights of subrogation against the State of Louisiana, its departments, agencies, boards and commissions, including agents, officers, employees and volunteers, and EPA for losses arising from work performed by the Contractor for the (Military Department, State of Louisiana).

The Contractor and the subcontractor shall satisfy, all applicable laws and regulations regarding the provisions of worker's compensation insurance for all persons performing work on this Contract.

#### 2. Commercial General Liability

Commercial General Liability insurance, including coverage for explosion risk, shall have a minimum limit per occurrence of \$10,000,000, inclusive of umbrella and/or excess liability coverage. An Occurrence Policy Form is required for this coverage.

The State of Louisiana, its departments, agencies, boards and commissions, including agents, officers, employees and volunteers, and EPA shall be named as Additional Insured on the Contractor's Commercial General Liability Policy as regards the negligence of the Contractor.

#### 3. Automobile Liability

Automobile Liability Insurance shall have a minimum limit per occurrence of \$1,000,000 with a combined single limit of \$3,000,000 dollars. This insurance shall include third-party bodily injury and property damage liability for owned automobiles. An Occurrence Policy Form is required for this coverage.

Auto Liability Hazardous Cargo Endorsement Provision:

If the contractor utilizes a vehicle that is licensed or should be licensed for use on roads, and the vehicle will be used in the transporting, loading or unloading of hazardous materials, the Automobile Liability Insurance shall be endorsed to include coverage for hazardous cargo exposure.

#### 4. Project Specific Pollution Liability

Project Specific Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit per occurrence of not less than \$10,000,000, inclusive of umbrella and/or excess liability coverage. An Occurrence Policy Form is preferred.

A Claims-Made Policy Form is acceptable subject to the Contractor's purchase of a ten (10) year Extended Reporting Endorsement (tail coverage). A policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided.

The State of Louisiana, its departments, agencies, boards and commissions, including agents, officers, employees and volunteers, and EPA shall be named as Additional Insured on the Contractor's Pollution Liability Policy as regards the negligence of the Contractor.

## **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the MILITARY DEPARTMENT, STATE OF LOUISIANA and EPA. The Contractor shall be responsible for all deductibles and self-insured retentions.

## **C. ALL COVERAGE PROVISIONS**

1. 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 MILITARY DEPARTMENT, STATE OF LOUISIANA and EPA. 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.
2. 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.
3. The insurance companies issuing the policies shall have no recourse against the State of Louisiana or its agencies, or EPA for payment of premiums or for assessments under any form of the policies.
4. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the State of Louisiana, its departments, agencies, boards and commissions, including agents, officers, employees and volunteers, and EPA.

## **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 an 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 Military Department, State of Louisiana and EPA 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 Military Department, State of Louisiana and EPA before work commences and upon any contract renewal thereafter. The Military Department, State of Louisiana, and EPA reserves the right to request complete certified copies of all required insurance policies at any time.

At least seven (7) days prior to commencing any on-site work under this Contract provide the Military Department, State of Louisiana and EPA will all required insurance certificates. The insurance certificates must be mailed from the insurance provider to Military Department, State of Louisiana, Office of State Procurement and EPA at the designated mailing addresses.

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

#### **F. SUBCONTRACTORS**

Contractor shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The State of Louisiana, its departments, agencies, boards and commissions, including agents, officers, employees and volunteers, and EPA shall be named as Additional Insured on all Subcontractor's insurance policies as regards the negligence of the Subcontractor. The Military Department, State of Louisiana and EPA reserves the right to request copies of Subcontractor's Certificates at any time.

#### **G. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, its departments, agencies, boards and commissions, its officers, agents, servants, employees, and volunteers, and EPA from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, its departments, agencies, boards, commissions, its officers, agents, servants, employees and volunteers, and EPA.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

**ATTACHMENT G**

**SAMPLE GENERIC CONTRACT**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
(or solicitation #)

**CONTRACT**

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

**SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein. Contract amount will be included in this section as appropriate.)*

**CONTRACT MODIFICATIONS**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. The Military Department reserves the right to modify the compensation for the removal and disposal of hazardous materials identified in the RFP based on actual, verified quantities of materials removed and disposed and contingent upon receipt of funding by the Military Department from the U.S. Treasury under the procedures of the Settlement Agreement. Any adjustment to the Contract for the reason stated in this paragraph will be based on the per / pound cost data provided by the Contractor in its Cost Proposal. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

**FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

**HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

**PAYMENT TERMS**

The Contractor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in this Contract.

#### **LATE PAYMENTS**

Due to the nature of the federal funds involved, interest due by the State Agency for late payments under La. R.S. 39:1695 and La. R.S. 13:4202 shall not apply.

#### **DELIVERABLES**

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

#### **TAXES**

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

#### **TERMINATION OF THIS CONTRACT FOR CAUSE**

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the State 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The State may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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 or Title 39 of the Louisiana Revised Statutes of 1950 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.

## **TERMINATION DUE TO EPA WORK TAKEOVER**

In the event EPA issues a Work Takeover Notice, as provided in the Settlement Agreement, all work of the Contractor shall cease. The State shall terminate the contract on the date of the Work Takeover Notice without thirty (30) days notice.

## **OWNERSHIP**

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

## **USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

## **RETAINAGE**

Five percent (5%) of work invoicing for progress payments shall be withheld from each pay request as retainage. The retainage shall not be due the Contractor until the Military Department issues the Contractor a Final Acceptance.

## **WAIVER**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

## **WARRANTIES**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, (*in accordance with Section(s) \_\_\_\_\_ of the RFP*).

## **SUBCONTRACTOR INSURANCE**

Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

## **PERFORMANCE BOND**

Contractor shall provide a performance bond (surety) bond in the amount of 100% of the Contract and any amendments or change orders to the same to insure the successful performance under the terms and conditions of the Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved 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 performance bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

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

## **LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

## **SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

## **SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **SUBSTITUTION OF PERSONNEL**

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State 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.

## **ASSIGNMENT**

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. 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 State.

## **CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **CONFIDENTIALITY**

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly

available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

## **CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

## **RECORD OWNERSHIP**

All records, reports, documents, or other materials related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, or as directed in the RFP, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the Contract.

## **RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of ten (10) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

## **SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

## **TERM OF CONTRACT**

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. The State has the option, upon acceptance by the Contractor, to extend for *<extension language as specified in the RFP>*.

## **COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

## **COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title 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 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.

#### **ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### **CLEAN AIR ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### **ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### **ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

#### **E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

#### **GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. This Contract is subject to the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; procurement rules and regulations; and, executive orders, standard terms and conditions, special terms and conditions, and specifications listed in the RFP. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

#### **COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

**ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

STATE AGENCY SIGNATURE:

By: \_\_\_\_\_  
Title \_\_\_\_\_

Phone No.: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Director of State Procurement

Date: \_\_\_\_\_

**Attachment H - Magazines Material Storage Assessment (For information purposes only. Conditions and information are estimates only.)**

Mag. Area	Mag. #	Door Type	Railroad Present	Exterior Mag. Access	Capacity	House Keeping	Water Present	Interior Space	Container Condition	Comments
L1	2249	Double	Yes	Ground level; Railroad crossing	Full	Good	No	Acceptable	Good	Weathered boxes; Strong odor
L1	2234	Single	Yes	Entry deck raised ~18"	Full	Good	No	Limited; No perimeter	Good	Weathered boxes
L1	2250	Double	Yes	Ground level	Full	Good	Yes	Good; Limited perimeter access	Good	Weathered boxes
L2	2401	Single	Yes	Ground level; Poor conditions	Full	Poor	No	No perimeter access	Difficult to confirm	Extremely weathered boxes; Uneven gravel ~15ft from entry; M6 on ground outside.
L2	2402	Single	Yes	Poor conditions; Railroad crossing	Partially	Poor	No	Good; Perimeter access	Leaning	Double stacked; M6 on ground outside and inside
L2	2462									P2P
L2	2403	Single	Yes	Retaining wall facing door (~24")	Full	Good	No	No perimeter access	Good	Weathered boxes
L2	2463	Double	Yes	High dock, no ramp	Full	Good	No	No perimeter access	Crushing	3-tier stacking; Metal bracing down center aisle; Crushed barrels in front.
L2	2404	Single	Yes	Retaining wall facing door (~30")	Partially	Good	No	Limited perimeter access	Good	Supersacks inside are not listed on inventory
L2	2405	Single	Yes	Tracks ~10' from door; Overgrown	Full	Poor	No	Poor; Limited perimeter access	Falling; Leaning	Double stacked; Boxes broken, contents falling out
L2	2406	Single	Yes	Poor conditions; Railroad crossing	Full	Poor	Yes	No perimeter access	Falling; Leaning	Steep incline from tracks to door; Double stacked
L2	2415	Single	No	Ground level	Half	Fair-Poor	No	Good; Perimeter access	Good	Double stacked
L2	2469	Double	No	High dock with loading ramp	Full	Poor	Yes	Perimeter access	Falling; Leaning; Crushing	5-tier stacking; M6 on ground; Most containers leaning or spilling
L2	2416	Single	No	Ground level; Gravel path	Full	Poor	Yes	Good; Perimeter access	Crushing	Double stacked; M6 on ground outside; Weathered boxes
L2	2417	Single	No	Ground level; Gravel path	Full	Poor	No	Poor; Limited perimeter access	Crushing	Double stacked; M6 on ground outside and inside
L2	2407	Single	Yes	Ground level; Railroad crossing	Full	Good	No	No perimeter access	Good	Gravel slopes downwards from tracks to door; Weathered boxes
L2	2408	Single	Yes	Poor conditions; Railroad crossing	Full	Poor	No	Perimeter access	Leaning; Crushing	Double stacked; M6 on floor
L2	2409	Single	Yes	Poor conditions; Railroad crossing	Full	Good	No	No - Limited Perimeter access	Leaning; Crushing	Double stacked; Weathered boxes

L2	2466	Double	Yes	High loading dock; low-lying tracks	Full	Good	Yes	Perimeter access	Good	Inventory Tot.Wt. from 6/2/14; M6 stored in front of NC
L2	2410	Single	Yes	Poor conditions; Railroad crossing	Almost Full	Poor	No	Perimeter access	Good	Isolated mag; Double stacked; M6 on ground inside and outside; Broken box to the right
L2	2418	Single	No	Ground level; Gravel path	Full	Good	No	Limited perimeter access	Crushing	Double stacked
L2	2419	Single	No	Ground level	Full	Poor	Yes	Center aisle; Perimeter access	Leaning	Double stacked; M6 on road; Standing water; Moldy boxes
L2	2470	Double	No	High loading dock with ramp	Almost Full	Fair	No	Limited perimeter access	Leaning; Crushing	3-tier stacking; Excessive leaning to cause imminent falling
L2	2420	Single	No	Ground level; Gravel path	Full	Good	No	Good	Good	Double stacked in rear; One box blocking entrance; Weathering
L2	2411	Single	No	Gravel path	Almost Full	Good	No	Good; Limited perimeter access	Leaning	Gravel gently inclines up to door; Double stacked
L2	2467	Double	No	High dock with loading ramp	Full	Fair	No	Good	Good	Single stacks; Light weathering
L2	2412	Single	No	Ground level; Gravel path	Full	Good	No	Poor; No perimeter access	Good	3-tier stacking
L2	2468	Double	No	High dock with loading ramp	Full	Poor	Yes	Limited perimeter access	Falling; Leaning	3-tier stacking; Standing water; Small center aisle
L2	2413	Single	No	Ground level; Gravel path	Partially	Fair-Poor	No	No perimeter access; Center aisle	Good	Double stacked; M6 on floor inside
L2	2414	Single	No	Ground level; Gravel path	Full	Good	No	No perimeter access	Good	4-tier stacking
L2	2430	Single	No	Ground level; Gravel path	Full	Good	No	Limited; No perimeter	Leaning	4-tier stacking; Weathered boxes
L2	2429	Single	No	Ground level; Gravel path	Full	Poor	No	Perimeter access	Leaning; Crushing	Double stacked; M6 on floor inside and outside; Entry blocked by pallets
L2	2428	Single	No	Ground level	Full	Poor	No	Limited perimeter access; Center aisle	Falling; Leaning; Crushing	4-tier stacking; Contents of boxes spilling; Difficult to see to the back of mag
L2	2422	Single	No	Ground level; Gravel path	Full	Poor	No	Perimeter access	Falling; Leaning	Double stacked; M6 on ground; Space in front; Supersack fallen in rear
L2	2423	Single	No	Ground level; Gravel path	Full	Poor	No	Perimeter access	Good	Double stacked in rear; Single stacked
L2	2471	Double	No	High dock with loading ramp	Partially	Poor	Yes	Perimeter access	Good	Double stacked; M6 on ground; Space in front; Wet and weathering boxes
L2	2424	Single	No	Ground level; Gravel path	Almost Full	Good	No	Limited perimeter access	Leaning	Double stacked; Empty space in front
L2	2425	Single	No	Ground level; Gravel path	Almost Full	Poor	No	Limited perimeter access	Falling; Crushing	Double stacked; M6 on ground
L2	2472	Double	No	High dock with loading ramp	Full	Good	No	No perimeter access	Leaning	3-tier stacking; Full to the doors

L2	2426	Single	No	Ground level; Gravel path	Almost Full	Good	No	Perimeter access	Good	Double stacked; Empty space in front
L2	2473	Double	No	High dock with loading ramp	Full	Poor	Yes	Limited perimeter access	Falling; Leaning; Crushing	3-tier stacking; M6 on ground outside and inside; Pallet fallen in rear, contents on ground; Moldy packages
L2	2427	Single	No	Ground level; Gravel path	Almost Full	Good	No	Perimeter access	Good	Double stacked; Empty space in front; M6 near road
L2	2474	Double	No	High dock with loading ramp	Full	Good	Yes	Limited perimeter access	Falling; Leaning; Crushing	4-tier stacking; Empty space in front; Moldy packages
L2	2437	Single	No	Ground level; Gravel path	Full	Good	No	No access	Good	4-tier stacking; Cannot assess bunker because it's too full
L2	2436	Single	No	Ground level; Gravel path	Full	Good	No	Limited perimeter access	Good	3-tier stacking; Weathered boxes
L2	2435	Single	No	Ground level; Gravel path	Almost Full	Poor	No	Perimeter access	Leaning; Crushing	4-tier stacking; M6 on floor outside and inside; Empty space in front
L2	2434	Single	No	Ground level; Gravel path	Partially	Fair	No	Perimeter access	Good	3-tier stacking; Empty space in front
L2	2476	Double	No	High dock with loading ramp	Partially	Poor	Yes	Perimeter access	Leaning; Crushing	3-tier stacking; Tritonal on ground; Water in gutters; Empty space in front
L2	2433	Single	No	Ground level; Gravel path	Almost Full	Poor	No	Perimeter access	Leaning; Crushing	Double stacked; M6 on ground inside; Empty space in front
L2	2432	Single	No	Ground level; Gravel path	Almost Full	Fair-Poor	No	Good; Perimeter access	Good	99 skids plus 9 boxes; Double stacked; M6 on ground outside; 2 center aisles and space in front
L2	2475	Double	No	High dock with loading ramp	Full	Good-Fair	Yes	Limited perimeter access; Side aisle	Leaning; Crushing	4-tier stacking
L2	2431	Single	No	Ground level; Gravel path	Almost Full	Poor	No	Perimeter access	Good	Double stacked; M6 on ground outside and inside; Empty space in front
L2	2438	Single	No	Ground level; Gravel path	Partially	Good	No	Limited perimeter access	Leaning	Double stacked; M6 on ground outside; Empty space in front
L2	2477	Double	No	High dock with loading ramp	Full	Fair-Poor	No	Limited perimeter access	Leaning; Crushing	4-tier stacking; M6 on ground outside
L2	2439	Single	No	Ground level; Gravel path	Half	Good	No	Limited perimeter access	Crushing	4-tier stacking; Empty space in front; Minor crushing; M6 outside, near road
L2	2440	Single	No	Ground level; Gravel path	Almost Full	Poor	No	Good; Perimeter access	Good	Double stacked in rear; M6 on ground inside; Empty space in front; Weathered boxes
L2	2478	Double	No	High dock with loading ramp	Full	Fair-Poor	No	Limited access	Leaning; Crushing	5-tier stacking; M6 on ground inside
L2	2441	Single	No	Ground level; Gravel path	Almost Full	Fair	Yes	Perimeter access	Leaning	Double stacked; Moisture in back of mag; Empty space in front; Bag fallen out of box

L2	2442	Single	No	Ground level; Gravel path	Almost Full	Fair	Yes	Perimeter access	Leaning	Double stacked; Cracked ceiling letting water in; Empty space in front
L2	2443	Single	No	Ground level; Gravel path	Almost Full	Poor	No	Perimeter access	Good	4-tier stacking; M6 on ground outside and inside; Empty space in front
L3	2301	Single	No	Ground level	Full	Good	No	Perimeter access	Crushing	Swampy area right of entry; Weather boxes; Supersack about to lose contents
L3	2302	Single	No	Ground level	Full	Good	No	Perimeter access	Crushing	Double stacked
L3	2303	Single	No	Ground level	Full	Good	No	No access	Cannot determine	Little to no weathering; Difficult to see because bunker is full
L3	2311	Single	Yes	Ground level	Full	Good	No	Perimeter access	Leaning	Not enough room for forklift to access entry; 3-tier stacking; M6 on floor
L3	2312	Single	Yes	Ground level	Full	Good	No	Good	Good	Poor access to entrance due to railroad; Double stacked; M6 on ground
L3	2304	Single	No	Ground level	Full	Good	No	Limited access	Good	Double stacked
L3	2306	Single	No	Ground level	Full	Good	No	No access; Limited perimeter access	Leaning	Very full bunker; 4-tier stacking; Pallet leaning on top of stack
L3	2308	Single	No	Ground level	Full	Good	No	Perimeter access	Good	Double stacked; Weathered boxes
L3	2310	Single	No	Ground level	Half	Poor	No	Good; Limited perimeter access	Falling; Leaning	4-tier stacking; 4 pallets fallen in rear; M6 on floor; Weathered boxes; Fallen drum
L3	2321	Single	No	Ground level; Gravel path	Partially	Poor	No	Good; Perimeter access	Good	Double stacked; M6 on floor; Weathered boxes
L3	2362	Double	No	High dock with loading ramp	Full	Poor	No	Good	Falling; Leaning; Crushing	4-tier stacking; Tritonal stacked in front not listed in inventory; Open and crushed barrels of Tritonal
L3	2320	Single	No	Ground level; Gravel path	Partially	Fair-Poor	No	Perimeter access	Good	Double stacked in rear; M6 on ground
L3	2361	Double	No	High dock with loading ramp	Full	Poor	No	Good	Leaning	4-tier stacking; Cannot see past first row of barrels; Unknown amount of NC barrels not specified in inventory
L3	2319	Single	No	Ground level; Gravel path	Full	Poor	No	Good; Perimeter access	Good	Double stacked; Clear entry; M6 on floor; Weathered containers
L3	2318	Single	No	Ground level	Full	Poor	No	Poor	Falling; Leaning; Crushing	Severe crushing; Pallets are leaning and have fallen
L3	2317	Single	No	Ground level	Full	Poor	No	Good; Perimeter access	Good	4-tier stacking; M6 on floor; Weathered boxes, white residue on drums
L3	2364	Double	No	High dock with loading ramp	Partially	Poor	Yes	Limited perimeter access; Center aisle	Leaning; Crushing	Double stacked; Tritonal on floor; Weathered boxes
L3	2329	Single	No	Ground level	Half	Good	No	Good	Leaning	4-tier stacking; Weathered boxes; Drum on top left will fall eventually
L3	2363	Double	No	High dock with loading ramp	Half	Good	No	Good	Leaning; Crushing	Double stacked; 2 boxes of unknown material not listed in inventory; Weathered boxes

L3	2328	Single	No	Ground level	Partially	Good	No	Good; Perimeter access	Leaning; Crushing	4-tier stacking in rear; Weathered containers
L3	2327	Single	No	Ground level	Full	Fair-Poor	No	Perimeter access	Good	4-tier stacking; M6 on floor
L3	2326	Single	No	Ground level	Full	Good	No	Limited perimeter access	Good	4-tier stacking; Minimal weathered boxes
L3	2325	Single	No	Ground level	Full	Poor	No	Limited access; No perimeter	Good	Double stacked; M6 on floor inside and outside; Weathered boxes
L3	2324	Single	No	Ground level	Full	Good	No	Limited perimeter access	Leaning	4-tier stacking
L3	2323	Single	No	Ground level	Full	Good	No	Perimeter access	Leaning; Crushing	Double stacked; Pallet at entry limiting access
L3	2322	Single	No	Ground level	Full	Good	No	Perimeter access	Leaning; Crushing	Double stacked
L4	501	Single	No	Ground level	Full	Good	No	Limited perimeter access	Crushing	
L4	502	Single	No	Ground level	Full	Good	No	Limited perimeter access	Good	Weathered boxes
L4	503	Single	No	Ground level	Full	Good	No	Limited access; No perimeter	Leaning	Weathered boxes
L4	504	Single	No	Ground level	Full	Good	No	Limited access	Good	Double stacked; Weathered boxes
L4	505	Single	No	Ground level	Full	Good	No	Limited perimeter access	Crushing	Weathered boxes; ~120 lb drum not on inventory; Copperhead snake at door
L4	506	Single	No	Ground level	Full	Good	No	Limited access	Leaning	Weathered boxes
L4	507	Single	No	Ground level	Full	Good	No	Perimeter access	Leaning	Weathered boxes
L4	508	Single	No	Ground level	Full	Good	No	Perimeter access	Leaning	
L4	509	Single	No	Ground level	Full	Good	Yes	Perimeter access	Good	

**Attachment I  
Hold Harmless Agreement**

**MILITARY DEPARTMENT, STATE OF LOUISIANA  
HOLD HARMLESS AGREEMENT  
HAZARDOUS WASTE REMOVAL AND DISPOSAL SERVICE  
MANDATORY PRE - PROPOSAL CONFERENCE  
CAMP MINDEN, LOUISIANA**

The undersigned hereby agrees to indemnify and save harmless the Military Department and the State of Louisiana, as required below as a result of the undersigned site visit and/or walk-through at the Camp Minden former Explo Site. The undersigned hereby agrees to fully protect, defend, indemnify, save and hold harmless the Military Department, the State of Louisiana and any and all State Departments, Agencies, Commissions and Boards, and their respective officers, directors, agents, representatives, servants, employees and volunteers, from and against any and all claims, demands, causes of action, suits, costs, expenses, attorney fees and other litigation related costs, fees, expenses, damages and liability for injury and/or death to any person and for any damage, loss and/or destruction of any property occurring, arising or in any way growing out of and/or in connection with any act or omission of the undersigned and/or its owners, officers, directors, agents, representatives, servants, employees or volunteers, as well as any fines levied by any authority for the undersigned's noncompliance with any local, state or federal law, and from and against any and all costs, expenses, attorney fees and other litigation related costs, fees and expenses, and any other direct, indirect, consequential and incidental costs, fees, expenses and damages associated and/or incurred as a result of any such claim, demand, cause of action, suit or fine, and, further, the undersigned shall pay any final judgment and/or award resulting therefrom, except for those claims, demands, causes of action or suits arising out of the gross, willful or wanton negligence or an intentional act of the Military Department, the State of Louisiana, a State Department, Agency, Commission or Board or any of their respective officers, directors, agents, representatives, servants, employees or volunteers.

**Print Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Company** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Date** \_\_\_\_\_

**Witness signature (Military Department Employee):** \_\_\_\_\_

**Title:** \_\_\_\_\_