

REQUEST FOR QUALIFICATIONS ("RFQ")

RFQ Number: RFX3140004123 MDEQ-RFQ03312025

**To Provide: Professional Engineering Services for
Environmental Assessments and Remediations**

Issue Date: Monday, March 31, 2025

CLOSING LOCATION

Mississippi Department of Environmental Quality
515 East Amite Street
Jackson, MS 39201

MDEQ RFQ COORDINATOR

Ms. Aveleka Moore, Contracts Division Director

E-mail: amoore@mdeq.ms.gov

CLOSING DATE AND TIME

SOQ must be received by 3:30 p.m., Tuesday, May 13, 2025

SECTION 1

1.1 Qualifications Acceptance Period

Offerors should submit one (1) signed original Statement of Qualifications (“SOQ”), along with one (1) signed digital copy in Portable Document Format (“PDF”) on a Universal Serial Bus (“USB”) flash drive with all of the attachments. Both must be signed by an authorized representative of the Offeror. The signed original SOQ and USB flash drive should be submitted in a sealed envelope or package as stated below no later than the time and date specified in Section 1.1.1 of this RFQ for submission deadline of the SOQ package. The electronic files shall not be password protected and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. Timely submission of the SOQ is the responsibility of the Offeror. Any SOQ received after the specified time shall be rejected and maintained in the procurement file. The envelope or package shall be labeled with the RFx Number: RFx3140004123 MDEQ-RFQ03312025. The time and date of receipt shall be indicated on the envelope or package by the Mississippi Department of Environmental Quality (“MDEQ”). The SOQ and all attachments shall be identified with the name of the Offeror where applicable. Modifications or additions to any portion of the procurement document may be cause for rejection of the SOQ. MDEQ reserves the right to decide, on a case-by-case basis, whether to reject a SOQ with modifications or additions as non-responsive. As a precondition to SOQ acceptance, MDEQ may request the Offeror to withdraw or modify those portions of the SOQ deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service.

Submissions must be clearly labeled as follows on the **exterior** of the package:

Mississippi Department of Environmental Quality
SEALED QUALIFICATION – DO NOT OPEN
RFx3140004123 MDEQ-RFQ03312025
Attention: Ms. Aveleka Moore
515 East Amite Street
Jackson, MS 39201

The Mississippi Department of Environmental Quality (“MDEQ”) will receive SOQ from Offerors having specific experience and qualifications in the area(s) identified in this solicitation. For consideration, the SOQ for the project must contain evidence of the Offeror’s experience and abilities in the specified area(s) and other disciplines directly related to the proposed service. Other information required by MDEQ is included herein. Unless otherwise stated, all Offerors shall provide profiles and resumes of the primary staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the Offeror’s expertise in the area(s) of this solicitation.

The SOQ shall be specific and sufficiently detailed to satisfy the requirements set forth in this solicitation. MDEQ will make awards to the Offerors whose SOQ, in the opinion of MDEQ, best conforms to this solicitation and is most advantageous to the State of Mississippi and MDEQ.

1.1.1. Timeline

- **Request for Qualifications (RFQ) Issue Date: Monday, March 31, 2025**
- **Questions/Clarification Requests to MDEQ Deadline: Monday, April 14, 2025, at 8:30 a.m.**
- **Anticipated Posting of Responses to Questions/Clarification Requests: Tuesday, April 29, 2025**
- **Statement of Qualifications (SOQ) Submission Deadline: Tuesday, May 13, 2025, at 3:30 p.m.**
- **SOQ Package Opening: Wednesday, May 14, 2025**
- **Anticipated Notice of Intent to Award: Tuesday, June 10, 2025**
- **Anticipated Post-Award Debriefing Request Deadline: Friday, June 13, 2025, at 8:30 a.m.**
- **Post-Award Debriefing Held by Date: Tuesday, June 17, 2025**

All times and deadlines provided in this RFQ are in Central Standard Time (“CST”).

1.1.2. Late Submissions

All SOQ must be received by MDEQ no later than the time and date specified in Section 1.1.1 of this RFQ for the SOQ Package submission deadline. A SOQ received at the place designated in the solicitation for receipt after the exact time specified for receipt will not be considered unless it is the only SOQ received. SOQ submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if a SOQ is mailed to MDEQ, it should be posted in certified mail with a return receipt requested. MDEQ will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the Offeror. All Offerors are urged to take the possibility of delay into account when submitting a SOQ.

Timely submission of the SOQ package is the responsibility of the Offeror. A SOQ received after the specified time will be rejected and maintained unopened in the procurement file. A SOQ received at the place designated in the solicitation for receipt of the SOQ after the exact time specified for receipt will not be considered unless it has been determined by MDEQ that the late receipt was due solely to mishandling by MDEQ after receipt at the specified address.

The time and date of receipt will be indicated on the sealed SOQ envelope or package by MDEQ staff. The only acceptable evidence to establish the time of receipt at MDEQ identified for SOQ opening is the time and date stamp of MDEQ on the SOQ wrapper or other documentary evidence of receipt used by MDEQ.

1.2 Expenses Incurred in the Procurement Process

MDEQ accepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of a SOQ. Such expenses shall be borne exclusively by the Offeror.

1.3 Propriety Information

The Offeror should mark any and all pages of the SOQ considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

1.4 Registration with the Mississippi Secretary of State

By submitting a SOQ, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5 Registration with the System for Award Management

The Offeror certifies that it has a Unique Entity Id (“UEI”) with the System for Award Management at www.SAM.gov.

1.6 Exclusion or Debarment

By submitting a SOQ in response to the RFQ, the Offeror certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. The Offeror further certifies that it is not an agent of any such person or entity.

The Offeror certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. The Offeror certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

The Offeror certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the Offeror’s failure to perform, default, or any other action or inaction by the Offeror.

1.7 Competitive Qualifications

Discussions may be conducted with Offerors who submit SOQ determined to be reasonably susceptible of being selected for award. Likewise, MDEQ also reserves the right to accept any SOQ as submitted for contract award, without substantive negotiation of proposed terms, services, or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.8 Contact and Questions/Requests for Clarification

Offerors must carefully review this solicitation and all attachments for defects, questionable, or objectionable material. Following review, Offerors may have questions to clarify or interpret the RFQ in order to submit the best SOQ possible. To accommodate the questions and requests for clarifications, Offerors shall submit any such question(s) via email by the deadline specified in Section 1.1.1. of this RFQ. At no time shall any Offeror or its personnel contact, or attempt to contact, any MDEQ staff regarding this RFQ except the RFQ Coordinator, Ms. Aveleka Moore.

All Offeror communication, questions, and requests for clarification regarding this RFQ must be submitted in writing to MDEQ’s RFQ Coordinator, Ms. Aveleka Moore at amoore@mdeq.ms.gov by the deadline specified in Section 1.1.1 of this RFQ. Unauthorized contact regarding the RFQ with other employees of MDEQ may result in the Offeror being disqualified, and the Offeror may also be suspended or disbarred from the State. No negotiations, decisions, or actions shall be initiated by any Offeror as a result of any verbal discussion with any State or MDEQ representative.

MDEQ will not be bound by any verbal or written information that is not contained within this RFQ unless formally noticed and issued by the RFQ Coordinator as an RFQ amendment. Offerors are cautioned that any statements made by contact persons that cause a material change to any portion of the RFQ document shall not be relied upon unless subsequently ratified by a formal written amendment to the RFQ document.

All questions and requests for clarification must be submitted by the deadline specified in Section 1.1.1 of this RFQ and made in writing. Questions and requests for clarification submitted after this date will not be considered. Official responses will be provided only for questions submitted and only to clarify information already included in the RFQ. Offerors shall provide an email address for MDEQ to direct the consolidated “question and answer” document, which will be issued as an Amendment. The identity of the organization submitting the question(s) or request(s) for clarification will not be revealed.

Should MDEQ issue any amendments, they will be provided in writing and transmitted via email to all prospective Offerors who are known to have requested a copy of the RFQ package and will also be published on MDEQ’s website and on the Mississippi Contract/Procurement Opportunity Search portal website. Only amendments transmitted in this manner will be considered official and valid by MDEQ.

1.9 Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment issued to the RFQ by signing and returning the amendment with their SOQ submittal. The acknowledgement must be received by MDEQ by the deadline specified in Section 1.1.1 of this RFQ for receipt of SOQ. It is the Offeror’s sole responsibility to monitor the websites for any updates or amendments to the RFQ.

1.10 Type of Contract

Compensation for services will be in the form of an Indefinite Quantity Contract.

1.11 Written Statement of Qualifications

All Statements of Qualifications shall be in writing.

SECTION 2

2.1 Compensation for Services

The compensation for services requested under this RFQ will be according to the rates and requirements included in the MDEQ Underground Storage Tank Branch Reimbursement Procedures and Limitations for Environmental Response Action Contractor (“ERAC”) Expense Reimbursement Requests from the Mississippi Groundwater Protection Trust Fund, MDEQ Brownfield funds, Uncontrolled Site funds, and other MDEQ funds which is attached hereto as Attachment D.

Selected Offeror(s) shall provide to MDEQ the services in this RFQ set out in one or more Work Orders to be issued by MDEQ and accepted by the Contractor (each, a "Work Order"). Each Work Order shall provide a scope of work, specifications, deliverables, schedule, and cost estimate. Work Orders shall be deemed issued and accepted only if signed by an authorized representative of the Contractor and the Executive Director of MDEQ, or his designee. There is no guaranteed amount of work under this RFQ and any resulting contract.

2.2 Purpose

The Mississippi Department of Environmental Quality (“MDEQ”) hereby solicits written Statements of Qualifications, subject to the conditions stated herein and attached hereto, from qualified organizations, companies or individuals licensed in the State of Mississippi (“Offeror”) to perform environmental assessments, groundwater monitoring, remediation, and associated activities at contaminated sites in Mississippi that involve a release from underground storage tank system(s) and/or contamination at Groundwater Assessment and Remediation Division (“GARD”) regulated sites. Work may be funded by the Federal Leaking Underground Storage Tanks (“LUST”) Trust Fund, the Mississippi Groundwater Protection Trust Fund, MDEQ Brownfield funds, or other MDEQ funds and will require adherence to the applicable conditions for each. Each firm that successfully negotiates a contract with MDEQ may or may not be assigned sites based on qualifications of the firm relevant to the particular site, performance, and its proximity to the site. MDEQ is not obligated to assign any specific number of sites or funding to contracted firms. The Contracted firm(s) shall maintain the minimum requirements for the duration of the contract.

2.3 Scope of Work

MDEQ will make award to the selected Offeror(s) whose SOQ conform to this solicitation and are most advantageous to MDEQ based on the following factors:

A. Environmental Assessment Experience and Past Performance

Demonstrated experience and success of the Offeror and its key personnel in conducting environmental assessments. Consideration may be given to Offerors and key personnel for assessment experience and performance at sites in Mississippi that involved motor fuel contamination caused by a release from underground storage tank system(s) and/or involved Brownfield/Uncontrolled Sites environmental site assessments.

B. Remediation Experience and Past Performance

Demonstrated experience and success of the Offeror and its key personnel in conducting remediation of contaminated media (e.g., soil, groundwater). Consideration may be given to Offerors and key personnel for remediation experience and remediation success in Mississippi associated with environmental conditions such as: hazardous substances, motor fuel contamination from leaking underground storage tank system(s), mitigating threats from vapor intrusion, and/or similar.

C. Adequacy of Project Management

Demonstrated managerial experience of the proposed key personnel who will be assigned management oversight responsibilities under the resulting contract, in successfully managing contracts of a similar size and scope to the requirements of this solicitation. Demonstrated organization and availability of lead office personnel, other key personnel, and satellite offices, if applicable.

Selection of firms, in addition to the minimum requirements, will be based on the following criteria: (1) qualifications of firm and key personnel as related to experience and past performance in the conduct of assessing contaminated soils and groundwater, in the State of Mississippi; (2) qualifications of firm and key personnel as related to experience and past performance in the conduct of remediating contaminated soils and groundwater caused by motor fuel release(s) from leaking underground storage tank system(s) in the State of Mississippi; and other contaminant sources, and (3) qualifications of firm and key personnel as related to experience and past performance on Brownfield assessments and, (4) adequacy of project management.

2.4 Term

The term of the contract shall be for a period of four (4) years with an option to renew for one (1) year, upon written agreement of both parties, and under the same prices, terms, and conditions as in the original contract. The total contract term, including any renewals, shall not exceed a maximum total of five (5) years.

2.4.1 Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

2.4.1.1 Requirements

- a) Four (4) years of service with an option to renew for one (1) year.
- b) A unit price shall be given for each service, and that unit price shall be the same throughout the contract.
- c) A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the contractor's rights under any termination clause in the contract.
- d) The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.

SECTION 3

3.1 Insurance

Prior to Contract performance, the Contractor shall provide and maintain sufficient insurance coverage during the period of performance of the Contract, from an insurance carrier(s) licensed or holding a Certificate of Authority from the Mississippi Department of Insurance, as required by applicable state and federal law related to the work of the Contract and in connection with the Contract. This will include, but is not limited to the following:

- A. The Contractor represents that it will maintain Worker's Compensation Insurance as prescribed by law which shall inure to the benefit of the CONTRACTOR's personnel, as well as comprehensive General Liability in an amount no less than \$1,000,000.00 combined single limit and Employee Fidelity Bond Insurance in an amount no less than \$1,000,000.00 and Professional Liability Insurance in an amount no less than \$1,000,000.00. The CONTRACTOR shall comply with applicable federal, state and local laws and regulations.

For all of the insurance coverage required in Paragraph A, MDEQ, MDEQ's Commissioners, officers, employees, agents, and representatives, and the State of Mississippi shall be named as additional insureds or loss payee on such policies as the circumstances may require. Contractor shall provide that the insureds thereon waive subrogation against the State of Mississippi and the said political subdivisions thereof. The parties (and their respective insurers) agree that Contractor's respective policies should provide primary coverage before any applicable policy otherwise covering MDEQ and that any insurance covering MDEQ shall be excess coverage over Contractor's coverage. The policies shall also provide for all additional insureds to be provided with a minimum 30-day written notice prior to the cancellation or modification of each respective policy.

Upon execution of the Contract, Contractor shall promptly furnish MDEQ with endorsements showing the Contractor compliance with the insurance provisions of this paragraph. While Contractor shall provide MDEQ with endorsements as set forth in this paragraph, the failure to do so, or the failure of the endorsements or insurance provided to conform to the Agreement, does not constitute waiver or estoppels as to MDEQ of their respective legal and equitable rights, including but not limited to, the right to enforce the terms of the Contract. These contractual insurance provisions are intended to be, and shall be interpreted to be, separate and independent contractual obligations from the provisions addressing the indemnity of MDEQ by Contractor.

3.1.1 Subcontractor Insurance

The Contractor is responsible for ensuring that any subcontractor(s) provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

SECTION 4

4.1 Submission Format

The Offeror will be limited to no more than forty (40) pages, front and back, in their SOQ submittal. Exceptions made to the above page limitations are described in Section 4.2 of this RFQ.

Paper size shall be 8 1/2 x 11. Typeface shall not be smaller than a font size of 10. Any information contained on pages that exceed the page limit will not be evaluated.

The Offeror must submit one (1) original and one (1) digital copy of the SOQ in PDF format on a USB flash drive of the SOQ to MDEQ on or before the specified time and date as stated in Section 1.1.1 of this RFQ. The original and digital copy must be signed by an authorized representative of the Offeror.

4.2 Written Statement of Qualifications Must Contain the Following Minimum Information

Offerors shall provide, at a minimum, all of the following information requested in this Section in their SOQ submittal package.

- A. If a front cover, back cover, and/or transmittal letter are submitted, they are not included in the forty (40) page limit.
- B. A completed and signed Attachment A, Offeror Information Sheet. These pages are not included in the forty (40) page limit.
- C. A completed and signed Attachment B, Certifications and Assurances. This page is not included in the forty (40) page limit.
- D. Acknowledgment of Amendment(s). Offerors shall acknowledge receipt of any amendment issued to the RFQ by signing and returning the amendment with their SOQ submittal. The acknowledgement must be received by MDEQ by the deadline specified in Section 1.1.1 of this RFQ for receipt of SOQ. It is the Offeror's sole responsibility to monitor the websites for any updates or amendments to the RFQ. This information will not be counted towards the forty (40) page limit.
- E. The qualifications, including resumes, licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services. These pages are not included in the forty (40) page limit.
- F. A listing of other contracts under which services are similar in scope, size, or discipline to the required services performed or undertaken within the past three (3) years, as specified in the Request for Qualifications.
- G. The Offeror shall be an approved MDEQ Environmental Response Action Contractor and an approved MDEQ Brownfield Consulting Firm.

- H. The SOQ shall include written documentation demonstrating that the Offeror employs a minimum of one full-time professional engineer registered in the State of Mississippi who is located in the lead office.
- I. The SOQ shall include written documentation demonstrating that the Offeror employs a minimum of one full-time professional geologist licensed in the State of Mississippi who is located in the lead office.
- J. The Offeror shall list the names, telephone numbers, email addresses, and the office locations of the key personnel to be dedicated to this project. For the purpose of this notice, “key personnel” is defined as registered professional engineers and geologist, and degreed engineers and geologist, and scientists. Substitutions during the term of this project must meet equivalent experience and qualifications as determined by MDEQ. The Offeror shall not substitute key personnel without prior MDEQ approval.
- K. The SOQ shall include written documentation demonstrating clear understanding, knowledge, and experience as it pertains to the Section 2.2. and Section 2.3. of this RFQ, which shall be evaluated in accordance with Section 4.6.2 of this RFQ. The SOQ shall include written responses to the Technical Factors, Cost Factors, and Management Factors.
- L. The SOQ shall include a list of the Offeror’s references that are familiar with Offeror’s ability to perform the work outlined in this SOQ. The SOQ should also include a statement that MDEQ has the authority to contact the Offeror’s clients listed in the SOQ.
- M. The SOQ shall address each of the factors described in Section 2.3. of this RFQ and shall be prepared in exactly the same order, using the same lettering system for all factors.

Offerors that do not comply with these minimum requirements and/or do not satisfactorily document in the SOQ that they meet the minimum requirements will not be considered.

4.3 Minimum Qualifications

The Offerors will be evaluated based on requirements set forth in RFx3140004123 MDEQ-RFQ03312025. Those criteria that will affect the SOQ and be considered in evaluation for award shall be objectively measurable where possible. This RFQ sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set in this RFQ. Only respondents who are found responsive and responsible will have their SOQ considered.

MDEQ will receive SOQs from Offerors who have specific experience and qualifications in the area identified in this solicitation. For consideration, SOQ for the project must contain evidence of the Offeror’s experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MDEQ is included herein.

The SOQ shall be specific and sufficiently detailed to satisfy the requirements set forth in this solicitation. A selection committee shall review and evaluate the SOQ.

4.3.1 Responsive Offeror

The Offeror must submit an SOQ, which conforms in all material respect to this Request for Qualifications, RFX3140004123 MDEQ-RFQ03312025, as determined by MDEQ.

4.3.2 Responsible Offeror

The Offeror must have capability in all respects to perform fully the contract requirements and the integrity and reliability, which will ensure good faith performance, as determined by MDEQ.

4.4 Nonconforming Terms and Conditions

A Statement of Qualifications that includes terms and conditions that do not conform to the terms and conditions in the Request for Qualifications is subject to rejection as non-responsive. MDEQ reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its Statement of Qualifications prior to a determination by MDEQ of non-responsiveness.

4.5 Conditioning Statement of Qualifications Upon Other Awards

Any Statement of Qualifications which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.6 Evaluation Procedure and Factors to be Considered in the Evaluation Process

4.6.1 Evaluation Procedure

SOQs that are deemed satisfactorily responsive pursuant to Section 4.3.1 of this RFQ will be reviewed and evaluated by the Evaluation Committee in accordance with the below described process.

SOQs will be reviewed and evaluated by the Evaluation Committee for the information submitted in Offeror's SOQ required under Section 4.2 of this RFQ. Each Offeror receiving a minimum score of 65% on their SOQ is anticipated to be considered for an award under this RFQ.

MDEQ may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work. The Offeror shall furnish to MDEQ all information for this purpose that may be requested.

MDEQ reserves the right to reject any offer if the evidence submitted by, or investigation of, the Offeror fails to satisfy MDEQ that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein.

4.6.2 Evaluation Factors

The following are the Evaluation Factors to be evaluated by the Evaluation Committee in accordance with Section 4.6.1 of this RFQ, described above.

***Technical factors – 45%**

- 1) Does the Offeror's SOQ demonstrate a clear understanding of the scope of work and related objectives? **5%**
- 2) Is the Offeror's SOQ complete and responsive to the specific RFQ requirements? **10%**
- 3) Has the past performance of the Offeror's capabilities been sufficiently documented in the SOQ? **15%**
- 4) Does the Offeror's SOQ sufficiently document the use of appropriate/prescribed technology and techniques? **15%**

***Cost factors – 15%**

- 1) Assurances of performance:
 - a. Does the SOQ include quality control and assurance ("QA/QC") programs? **15%**

***Management factors – 40%**

- 1) History and experience in performing the work:
 - a. Does the Offeror's SOQ document a record of reliability of timely delivery and on-time and on-budget implementation? **10%**
 - b. Does the Offeror's SOQ demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance? **15%**
 - c. Does the Offeror's SOQ document industry or program experience? **5%**
- 2) Availability of personnel, facilities, equipment and other resources:
 - a. Are the availability of in-house and contract resources documented? **5%**
- 3) Qualification and experience of personnel:
 - a. Documentation of experience in performing similar work by employees and, when appropriate, sub-contractors? **5%**

4.7 Award

Contract Award(s) will be made to the fifteen (15) highest ranked Offerors scoring a minimum of 65% and whose SOQ meet the requirements and criteria set forth in this RFQ. If less than fifteen (15) Offerors meet requirements/criteria and score a minimum of 65% then contracts may be awarded to less than fifteen (15). The selected Offeror(s) shall supply all necessary labor, material, services, equipment, and facilities in support of the effort described herein and as further directed by specific Work Orders in accordance with the Contract. The Contract(s) will be awarded by written notice, to all Offerors whose SOQ meet the requirements and criteria set forth in this RFQ.

4.7.1 Notification

All participating Offerors will be notified of MDEQ's intent to award contracts. In addition, MDEQ will identify the selected Offeror(s).

SECTION 5

5.1 Post-Award Vendor Debriefing

An Offeror, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the RFQ Coordinator no later than the deadline specified in Section 1.1.1 of this RFQ. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing must occur no later than the deadline specified in Section 1.1.1 of this RFQ. If the Offeror prefers to have legal representation present, the Offeror must notify MDEQ in writing and identify its attorney by name, address, and telephone number. MDEQ will schedule and/or suspend and reschedule the meeting at a time when legal counsel can be present.

Unless good cause exists for delay, the debriefing shall occur no later than the deadline specified in Section 1.1.1 of this RFQ and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to MDEQ. The Chief Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

At a minimum, the debriefing information shall include the following:

- (1) MDEQ's evaluation of significant weaknesses or deficiencies in the Offeror's SOQ, if applicable;
- (2) A summary of the rationale for award; and
- (3) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

The debriefing shall not include point-by-point comparisons of the debriefed Offeror's SOQ with any other response to the solicitation.

5.2 Standard Contract Terms and Conditions

Any Contract entered into between MDEQ, and an Offeror shall include the clauses found in **Attachment C**.

5.3 Mississippi Contract/Procurement Opportunity Search Portal

This RFQ, any Amendments, and the Notice of Intent to Award will be posted on the MDEQ website and on the Mississippi Contract/Procurement Opportunity Search Portal website.

5.4 Attachments

The attachments to this Request for Qualifications are made as a part of this Request for Qualifications as if copied herein in words and figures.

Attachment A – Offeror Information Sheet

Attachment B – Certifications and Assurances

Attachment C – Standard Contract Terms and Conditions

Attachment D – Mississippi Department of Environmental Quality Underground Storage Tank Branch Reimbursement Procedures and Limitation for Environmental Response Action Contractor (“ERAC”) Expense Reimbursement Requests from the Mississippi Ground Water Protection Trust Fund and for MDEQ Brownfields funds and other MDEQ funds

Attachment A

Offeror Information Sheet

As part of the Offeror's SOQ, this Attachment must be completed and signed by the company's authorized representative.

Offeror's Company Name:	
Unique Entity ID ("UEI"):	
Principal point of contact:	
Contact's Email Address:	
Contact's Telephone Number:	
Address of Offeror's Principal Place of Business:	
If different, the place of performance of the proposed contract for all assigned sites:	
Age of the Company:	
Average number of employees over the last three (3) years:	

Selected Offerors must maintain a list of other clients for review by MDEQ and identify any potential conflicts of interest due to previous work or that may arise during the contract duration. Offerors must provide a list of current or previous clients upon request.

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands the Request for Qualifications, RFX3140004123 MDEQ-RFQ03312025, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications, RFX3140004123 MDEQ-RFQ03312025, and attachments herein;
3. That the company agrees to all provisions of this Request for Qualifications, RFX3140004123 MDEQ-RFQ03312025, and the attachments herein;
4. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Qualifications.

Printed Name:

Signature:

Title:

Date:

Attachment B

Certifications and Assurances

I/We make the following certifications and assurances as a required element of the SOQ to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

- 1. NON-DEBARMENT:** By submitting a SOQ, the Offeror certifies that it is not currently debarred from submitting SOQ for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting SOQ for contracts issued by any political subdivision or agency of the State of Mississippi.
- 2. OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to the solicitation, the Offeror represents that it *has/has not* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Offeror cannot make such a representation, a full and complete explanation shall be submitted in writing Offeror's response.
- 3. REPRESENTATION REGARDING GRATUITIES:** The Offeror represents that it *has/has not, is/is not, and will/will not* offer, give, or agree to give any employee or former employee of MDEQ a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. The Offeror further represents that no employee or former employee of MDEQ has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by the Offeror. The Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
- 4. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submitting a qualification, the Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.

Offeror Name: _____

Printed Name of Representative: _____

Signature: _____

Title: _____

Date: _____

Note: Please be sure to *circle the applicable word or words* provided above. Failure to circle the applicable word or words and/or to sign the form may result in the SOQ being rejected as non-responsive. *Modifications or additions to any portion of this document may be cause for rejection of the SOQ.*

Attachment C

Standard Contract Terms and Condition

1. Acknowledgment of Amendments

The Offerors shall acknowledge receipt of any amendment to the RFQ in writing. The acknowledgement shall be signed and submitted with the SOQ. The acknowledgement must be received by MDEQ by the time and at the place specified for receipt of SOQ.

2. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

3. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

4. Availability of Funds

It is expressly understood and agreed that the obligation of MDEQ to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source, MDEQ shall have the right upon ten (10) business days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

5. Certification of Independent Price Determination

By submitting a qualification, the Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.

6. Compliance with Equal Opportunity in Employment Policy

The Contractor understands that MDEQ is an equal opportunity employer and therefore, maintains a policy, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services.

7. Compliance with Laws

The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

8. Contract Rights

Contract rights do not vest in any party until a contract is legally executed. MDEQ is under no obligation to award a contract following issuance of this solicitation.

9. Contractor's Representation Regarding Contingent Fees

By executing the Contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or contingent arrangement to secure this Contract. If the Contractor cannot make such representation, a full and complete explanation shall be submitted in writing to MDEQ prior to contract execution.

10. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

11. E-Payment

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by MDEQ within forty-five (45) calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

12. E-Verification

If applicable, the Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. The Contractor agrees to provide a copy of each verification upon request of MDEQ subject to approval by any agencies of the United States Government. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this agreement may subject the Contractor to the following:

- (1) termination of this Contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*;

- (2) the loss of any license, permit, certification, or other document granted to the Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or
- (3) both. In the event of such termination, the Contractor would also be liable for any additional costs incurred by MDEQ due to Contract cancellation or loss of license or permit to do business in the State.

13. Expenses Incurred in the Procurement Process

MDEQ accepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of a SOQ. Such expenses shall be borne exclusively by the Offeror.

14. Minor Informalities and Irregularities

MDEQ has the right to waive minor defects or variations of a qualification from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Offeror. If insufficient information is submitted by an Offeror for MDEQ to properly evaluate the offer, MDEQ has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Offeror. *(Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)*

15. Paymode

Payments by MDEQ using the State's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of the Contractor's choice. MDEQ, may, at its sole discretion, require the Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

16. Procurement Regulations

This Contract shall be governed by the applicable provisions of the *Public Procurement Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any Offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

17. Property Rights

Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this RFQ has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MDEQ is under no obligation to award a contract and may terminate a legally executed contract at any time.

18. Representation Regarding Gratuities

The Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDEQ a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. The Contractor further represents that no employee or former employee of MDEQ has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by the Contractor. The Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

19. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available at MDEQ for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that MDEQ and this Contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

20. Stop Work Order

MDEQ may, by written order to the Contractor at any time, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by MDEQ. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to MDEQ. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless MDEQ has terminated that part of the agreement or terminated the agreement in its entirety. MDEQ is not liable for payment for services which were not rendered due to the stop work order.

21. Termination

Termination for Convenience. MDEQ may, when the interests of MDEQ so require, terminate this contract in whole or in part, for the convenience of MDEQ. MDEQ shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If MDEQ gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, MDEQ may terminate the contract for

default and the Contractor will be liable for the additional cost to MDEQ to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

22. Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

23. Antitrust

By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to MDEQ all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the services purchased or acquired by MDEQ under this Contract.

24. Attorney's Fees and Expenses

In the event the Contractor defaults on any obligations under this Contract, the Contractor shall pay to MDEQ all costs and expenses, without limitation, incurred by MDEQ in enforcing this Contract or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall MDEQ be obligated to pay attorneys' fees or legal costs to Contractor.

25. Authority to Contract

The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

26. Change in Scope of Work

MDEQ may order changes in the services consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the Project or of Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by MDEQ and the Contractor.

If the Contractor believes that any particular work is not within the scope of the Project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify MDEQ in writing of this belief. If MDEQ believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the services within the Contract.

27. Claims based on Chief Procurement Officer's Actions or Omissions

A. *Notice of Claim.* If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the Contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion, provided:

- (1) The Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
 - (i) prior to the commencement of the work involved, if at that time the Contractor knows of the occurrence of such action or omission;
 - (ii) within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the work; or,
 - (iii) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice required shall state that the Contractor regards the act or omission as a reason which may entitle the Contractor to additional compensation, damages, or an extension of time; and the procurement officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- (2) The notice required by subparagraph (1) of this paragraph describes, as clearly as practicable at the time, the reasons why the Contractor believes that additional compensation, damages, or an extension of time may be remedies to which the Contractor is entitled; and,
 - (3) The Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- B. *Limitation of Clause.* Nothing contained herein shall excuse the Contractor from compliance with any rules of law precluding state officers and the Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

28. Confidential Information

“Confidential Information” shall mean: (a) those materials, documents, data, and other information, which the Contractor has designated in writing as proprietary and confidential; and (b) all data and information, which the Contractor acquires as a result of its contact with, and efforts on behalf of the customer and any other information designated in writing as confidential by the State. Each party to this Contract agrees to the following:

- (1) to protect all confidential information provided by one party to the other;
- (2) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; and,
- (3) except as otherwise required by law, not to publish or disclose such information to any third party without the other party’s written permission; and
- (4) to do so by using those methods and procedures normally used to protect the party’s own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor, or its subcontractor shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of MDEQ shall result in the immediate termination of this Contract.

29. Confidentiality

MDEQ is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, *et seq.* If a public records request is made for any information provided to MDEQ by the Contractor, MDEQ shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. MDEQ shall not be liable to the Contractor for disclosure of information required by court order or required by law.

30. Conflict of Interest

The Contractor shall immediately notify MDEQ in writing of any interests (financial, contractual, organizational, or otherwise) relating to the services to be performed under this Contract that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) with respect to the U.S. Department of the Treasury, RESTORE Council, MDEQ, or the Project that would impinge on the Contractor’s ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. The Contractor further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to MDEQ’s satisfaction, such conflict of interest (or apparent conflict of interest). If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Contract per the Termination clause of this Contract.

31. Contract Assignment and Subcontracting

The Contractor acknowledges that it was selected by MDEQ to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of MDEQ, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of the Contractor's obligations hereunder without consent of MDEQ shall be null and void. Approval of a subcontract by MDEQ shall not be deemed to be approval of the incurrence of any additional obligation of MDEQ. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

32. Contractor Personnel

MDEQ shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If MDEQ reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to MDEQ in a timely manner and at no additional cost to MDEQ. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

33. Disputes

Before pleading to any judicial system at any level, the Contractor must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the Contractor. Pending non-resolution of the complaint at this point, successive administrative remedies will include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Mississippi Code Annotated Section 49-17-35 (Rev. 2012), with appeals from the Commission's decision following procedures as outlined in Mississippi Code Annotated Section 49-17-41 (Rev. 2012).

34. Entire Agreement

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by MDEQ and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against MDEQ on the basis of draftsmanship or preparation hereof.

35. Exceptions to Solicitation

Offerors taking exception to any part of the solicitation shall clearly indicate such exceptions in its offer. Failure to indicate any exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

36. Exclusion or Debarment

By submitting a qualification in response to the RFQ the Offeror certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. The Offeror further certifies that it is not an agent of any such person or entity.

The Offeror certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. The Offeror certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

The Offeror certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the Offeror's failure to perform, default, or any other action or inaction by the Offeror.

37. Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, MDEQ, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MDEQ may have.

38. Failure to Enforce does not constitute waiver

Failure by MDEQ at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

39. Final Payment

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this Contract, or as a termination settlement under this Contract, the Contractor shall execute and deliver to MDEQ a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against the Contractor under this contract.

40. Force Majeure

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes

beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify MDEQ in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. MDEQ may exercise any rights it has under the contract which are available when neither party is in default.

41. Headings

The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

42. HIPAA Compliance

The Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this Contract.

43. Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate MDEQ its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the negligence or willful misconduct of the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

Independent Contractor Status

The Contractor shall, at all times, be regarded as, shall be legally considered an independent contractor, and shall at no time act as an agent for MDEQ. Nothing contained herein shall be deemed or construed by MDEQ, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer, and employee, or any similar such relationship between MDEQ and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDEQ or the Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of MDEQ and the Contractor.

The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MDEQ, and MDEQ shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.

MDEQ shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, MDEQ shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by MDEQ for its employees.

44. Infringement Indemnification

The Contractor warrants that the materials and deliverables provided to MDEQ under this Contract, and their use by MDEQ, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, the Contractor shall defend the infringement action and/or obtain for MDEQ the right to continue using such items. Should the Contractor fail to obtain for MDEQ the right to use such items, the Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at the Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, the Contractor may require MDEQ to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by MDEQ for the items the customer may no longer use and shall compensate MDEQ for the lost value of the infringing part to the phase in which it was used up to and including the Contract price for said phase. Said refund shall be paid within ten (10) working days of notice to MDEQ to discontinue said use.

Scope of Indemnification: Provided that MDEQ promptly notifies the Contractor in writing of any alleged infringement claim of which it has knowledge, the Contractor shall indemnify, defend, save and hold harmless MDEQ against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In MDEQ's sole discretion, upon approval of the Office of the Mississippi Attorney General and MDEQ, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and MDEQ. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and MDEQ shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and MDEQ, which shall not be unreasonably withheld.

45. Insurance

Prior to Contract performance, Contractor shall provide and maintain sufficient insurance coverage during the period of performance of the Contract, from an insurance carrier(s) licensed or holding a Certificate of Authority from the Mississippi Department of Insurance, as required by applicable state and federal law related to the work of the Contract and in connection with the Contract. This will include, but is not limited to the following:

- A. The Contractor represents that it will maintain Worker's Compensation Insurance as prescribed by law which shall inure to the benefit of the CONTRACTOR's personnel, as well as comprehensive General Liability in an amount no less than \$1,000,000.00 combined single limit and Employee Fidelity Bond Insurance in an amount no less than \$1,00,000.00 and Professional Liability Insurance in an amount no less than \$1,000,000.00. The CONTRACTOR shall comply with applicable federal, state and local laws and regulations.

For all of the insurance coverage required in Paragraph A, MDEQ, MDEQ's Commissioners, officers, employees, agents, and representatives, and the State of Mississippi shall be named as additional insureds or loss payee on such policies as the circumstances may require. Contractor shall provide that the insureds thereon waive subrogation against the State of Mississippi and the said political subdivisions thereof. The parties (and their respective insurers) agree that Contractor's respective policies should provide primary coverage before any applicable policy otherwise covering MDEQ and that any insurance covering MDEQ shall be excess coverage over Contractor's coverage. The policies shall also provide for all additional insureds to be provided with a minimum 30-day written notice prior to the cancellation or modification of each respective policy.

Upon execution of the Contract, the Contractor shall promptly furnish MDEQ with endorsements showing the Contractor compliance with the insurance provisions of this paragraph. While the Contractor shall provide MDEQ with endorsements as set forth in this paragraph, the failure to do so, or the failure of the endorsements or insurance provided to conform to the Agreement, does not constitute waiver or estoppels as to MDEQ of their respective legal and equitable rights, including but not limited to, the right to enforce the terms of the Contract. These contractual insurance provisions are intended to be, and shall be interpreted to be, separate and independent contractual obligations from the provisions addressing the indemnity of MDEQ by the Contractor.

46. Modification or Renegotiation

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

47. No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

48. Non-Conforming Terms and Conditions

A qualification which includes terms and conditions which do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. MDEQ reserves the right to permit the offeror to withdraw nonconforming terms and conditions prior to a determination of non-responsiveness.

49. Non-solicitation of Employees

Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least one year after this agreement terminates unless mutually agreed to in writing by MDEQ and the Contractor. Any such employment or solicitation for employment shall be in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121.

50. Notices

All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency (Contractual related items):	For Contractor:
Aveleka Moore, Contracts Division Director	[Name, Title]
MDEQ	[Contractor Name]
515 East Amite Street	[Address]
Jackson, MS 39201	[City, State, Zip]

51. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by MDEQ, agreed to by the Contractor, and approved by the Public Procurement Review Board, if required.

52. Ownership of Documents and Work Papers

MDEQ shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project, which is the subject of this agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to MDEQ upon termination or completion of the agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from MDEQ and subject to any copyright protections.

53. Price Certification

Any Offeror submitting a response to this RFQ agrees and certifies that it will honor its pricing and all terms and conditions herein for the duration of the contract term described in this solicitation. By submitting a response hereto, the Offeror agrees to accept a contract pursuant to the requirements of Section 14.15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* if so requested by MDEQ.

54. Priority

The Contract consists of this agreement with exhibits, the Request for Qualifications RFx3140004123 MDEQ-RFQ03312025 (hereinafter referred to as "RFQ", and attached as Exhibit []), and the Offeror's SOQ dated [date] by [CONTRACTOR NAME] (hereinafter referred to as "SOQ" and attached as Exhibit []). Any ambiguities, conflicts or questions interpretation of this Contract shall be resolved by first, with reference to this Contract with exhibits and, if still unresolved, by reference to the RFQ and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Exhibits [] or [] shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.

55. Quality Control

The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the Contract. The program shall include providing supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by MDEQ.

56. Record Retention and Access to Records

The Contractor shall maintain such financial records and other records as may be prescribed by MDEQ or by applicable federal and state laws, rules, and regulations. Provided the Contractor is given reasonable advance written notice, and such inspection is made during normal business hours of the Contractor, MDEQ or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are relevant to this agreement. All records related to this agreement shall be retained by the Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

57. Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to MDEQ, the same amount may be deducted from any sum due to the Contractor under the Contract or under any other contract between the Contractor and MDEQ. The rights of MDEQ are in addition and without prejudice to any other right MDEQ may have to claim the amount of any loss or damage suffered by MDEQ on account of the acts or omissions of the Contractor.

58. Requirements Contract

During the period of the Contract, the Contractor shall provide all services described in the Contract. The Contractor understands and agrees that this is a requirements contract and that MDEQ shall have no obligation to the Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDEQ for the period of the Contract. The amount is only an estimate, and the Contractor understands and agrees that MDEQ is under no

obligation to the Contractor to utilize any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that MDEQ may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.

59. Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by MDEQ or by applicable federal and state laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by MDEQ, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, and/or other entity of the state.

60. Right to Inspect Facility

MDEQ may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by MDEQ.

61. Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

62. State Property

The Contractor will be responsible for the proper custody and care of any state- owned property furnished for the Contractor's use in connection with the performance of this Contract. The Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

63. Third Party Action Notification

The Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Contract.

64. Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by the Contractor is considered by MDEQ to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by MDEQ, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, MDEQ shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

65. Venue

The Venue for the resolution of any dispute, according to Disputes Clause of this Contract, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

66. Waiver

MDEQ may waive any provision, in whole or in part, of this Contract not otherwise required by law. Failure by MDEQ, at any time, to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

Attachment D

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
UNDERGROUND STORAGE TANK BRANCH**

REIMBURSEMENT PROCEDURES AND LIMITATIONS

For

**Environmental Response Action Contractor (ERAC)
Expense Reimbursement Requests**

From The

MISSISSIPPI GROUNDWATER PROTECTION TRUST FUND

And

for MDEQ Brownfield funds and other MDEQ funds

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Mississippi Groundwater Protection Trust Fund Reimbursement Procedures and Limitations for Time and Materials Not-to-Exceed And Fixed-Price Reimbursement Requests

1.0 TIME AND MATERIALS NOT-TO-EXCEED REIMBURSEMENT REQUESTS

Time and materials not-to-exceed reimbursement requests must include the environmental response action contractor's (ERAC's) invoice prepared in accordance with Section 2.0 and a certification affidavit completed by the tank owner as described in Section 4.0. Time and materials not-to-exceed reimbursement requests not submitted in accordance with the procedures and limitations contained herein may result in partial denial of the requested amount or the request may be returned and reimbursement for the entire amount of the request will be delayed until the deficiency is corrected. Reimbursement for uncompleted scopes of work or work not meeting minimum specifications shall be subject to deductions as determined by appropriate Mississippi Department of Environmental of Environmental Quality (MDEQ) personnel.

A maximum of one reimbursement check will be issued for each scope of work, unless otherwise pre-approved by the Underground Storage Tank (UST) Branch, Contracting Officer. *Reimbursement will be processed only after the UST Project Manager has approved the final report, in writing.* Any deficiencies in the final work product noted by the UST Project Manager must be satisfied before reimbursement will be processed. It is the responsibility of the tank owner and/or ERAC to ensure that the invoice included in the request for reimbursement is indeed accurate, complete, and final. *Once the reimbursement is processed, it is final and no revisions to the request for reimbursement will be considered.* The tank owner has a *one-year* time limit from the written MDEQ due date for the final work product to submit the reimbursement request, including re-submittals. Reimbursement requests submitted after this time limit will not be eligible for reimbursement.

Owner's and/or operator's reimbursement may be reduced by \$100/day for documents submitted after a written deadline date established by the MDEQ.

Before submitting the request for reimbursement, the tank owner should be able to answer yes to all of the following questions.

- ◆ Have I reviewed all invoices from my ERAC including any subcontractor invoices?
- ◆ Have I verified that all services represented by the invoice(s) have been delivered?
- ◆ Have I verified the invoice totals to be correct?
- ◆ Are detailed copies of all subcontractor invoices attached, if applicable?
- ◆ Are copies of motel receipts attached, if applicable?
- ◆ Are waste manifests attached, if applicable?
- ◆ Has the required certification affidavit been properly completed and notarized?
- ◆ Have I addressed my request for reimbursement to:

***Mississippi Department of Environmental Quality
Underground Storage Tank Branch
Attn: Financial Section
Post Office Box 2261
Jackson, MS 39225***

2.0 TIME AND MATERIALS NOT-TO-EXCEED INVOICES

Reimbursement Requests submitted on a time and materials basis must be submitted in accordance with the procedures and limitations contained herein. The ERAC's invoice must be for actual, reasonable, allocable, and allowable charges/costs incurred in providing the approved scope of services subject to the limitations contained herein. It is the tank owner's responsibility to review each reimbursement request in detail to ensure each invoice is correct, is in proper form, and has all required legible receipts attached. Any invoice discrepancies must be corrected before submittal to the Department for reimbursement. All invoices submitted to the tank owner by the ERAC or by a subcontractor to the ERAC must be in sufficient detail as to the type and amount of work performed as described herein. A Summary Invoice and Cost Breakout must be submitted for all time and materials not-to-exceed reimbursement requests (a sample format for the Summary Invoice and Cost Breakout is included in Appendix B).

2.1 DIRECT LABOR

Direct labor billings must be shown under *separate* categories for **field work** and **office work**. Billings for **field work** must include the name of employee, labor classification, task, task date, hours worked, personnel hourly labor rate, and extended values. Billings for **office work** must include the name of the employee, labor classification, task, hours worked and the personnel hourly labor rate. MDEQ can require certified time sheets if detailed time and work activities are not provided. If the actual hours worked exceed the approved/billed hours on the invoice then documentation of the **actual** hours worked must be submitted with the reimbursement request in the form of a detailed breakout, a project detail sheet or time sheets. Maximum reimbursable hourly rates for labor and an explanation of personnel classifications are detailed in this section.

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PERSONNEL CLASSIFICATIONS AND QUALIFICATIONS	TASK DESCRIPTION	MAXIMUM RATE/HOUR
<p><u>Senior Professional Expert</u></p> <p>Requires Mississippi professional registration and twelve (12) years of environmental and managerial experience. Provides senior technical oversight, research, and review of highly complex assessment and remedial activities. Recommends needed changes to these activities that will increase the cost effectiveness and efficiency of the site.</p>	<ul style="list-style-type: none"> • Specialty Site Research • Reviews Complex Sites • Provide groundwater modeling evaluation 	\$165
<p><u>Senior Professional</u></p> <p>Requires Mississippi professional registration and eight (8) years of environmental and managerial experience. Serves as senior technical leader for environmental investigation or remediation projects of large scope of complexity and has developed substantial expertise in the field of practice. May supervise or direct the work activities of lower-level professionals and technicians. Will perform very limited fieldwork, and have limited involvement in projects. Duties typically include senior review of reports, developing strategies, and attending client/regulatory agency meetings. Responsible for approving designs, reports, plans, and specifications before submittal to clients or regulatory agencies. Specialized education and experience may be substituted for the requirements of this classification at the discretion of the Department.</p>	<ul style="list-style-type: none"> • Program management • Project oversight • Reviews technical reports • Reviews TRAPs 	\$135
<p><u>Project Professional</u></p> <p>Requires Mississippi professional registration and four (4) years of environmental experience. Leads and supervises team of lower-level personnel, but would have a limited number of hours charged to each site, and only a small percentage of total field hours. Generally supervises staff engineers/geologists, environmental scientists, and technicians and oversees several projects. May prepare proposals, environmental programs, and plan specifications for site remediation activity. Specialized education and experience may be substituted for the requirements of this classification at the discretion of the Department.</p>	<ul style="list-style-type: none"> • Project management • TRAP preparation • Review technical reports • Report preparation • Prepare proposals • Prepare permit applications 	\$110
<p><u>Staff Professional</u></p> <p>Requires a bachelor of science degree in engineering, geology, environmental science, chemistry, biology, or other related field, and two (2) years of environmental experience. Serves as manager for entire projects. Is responsible for gathering field data and is competent at data analysis. Must be able to conduct assessment and remedial activities. May write reports. This position will normally be highest in number of hours billed to project for field work and report preparation. Specialized education and experience may be substituted for the requirements of this classification at the discretion of the Department.</p>	<ul style="list-style-type: none"> • Project management • Data review and analysis • Report preparation • Field work preparation/planning • On site supervision of assessment activities • Remedial system installation • Prepare permit applications 	\$100
<p><u>Remediation System Technician</u></p> <p>Requires high school diploma or GED and two (2) years of experience in the operation and maintenance of dual phase remediation systems. Experience and/or knowledge of other remediation systems, maintenance of pumps, electric switches, and other system components. Shows mechanical aptitude for troubleshooting system problems and making needed repairs. Attended a remediation system manufacturer's training course or received individual training from manufacturer's representative or a person already classified as a Remediation System Technician.</p>	<ul style="list-style-type: none"> • System O&M • System troubleshooting • System startup 	\$85
<p><u>Environmental Technician</u></p> <p>Requires high school diploma or GED and sufficient experience to perform required tasks. Responsible for general supervision of system installation, system operation, and maintenance (O&M). Collects system effluent samples. Bails wells and collects soil and groundwater samples.</p>	<ul style="list-style-type: none"> • System O&M • Well development and sampling • Soil sampling • Waste handling • Remedial system installation • Free product removal • Monitoring • Surveying 	\$65
<p><u>CADD Operator/Draftsperson</u></p> <p>Responsible for generating specialized drawings and maps utilizing Computer Aided Design.</p>	<ul style="list-style-type: none"> • Drafting • CAD/CADD work 	\$65
<p><u>Administrative/Clerical</u></p> <p>Responsible for general office work, typing, filing, bookkeeping, administrative assistance, and word processing for technical reports.</p>	<ul style="list-style-type: none"> • Word Processing • Report generation • Document reproduction • Filing • Administrative assistance 	\$55

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2.2 OTHER DIRECT COSTS

The following items are illustrative of costs normally included in this category of costs.

2.2.1 TRAVEL (Applies to ERAC and Subcontractors)

Use Google Maps to calculate the mileage and time based on the fastest route required to travel from the ERAC's office to the specific site. For the ERAC, use the address listed on the most recent ERAC Application/Update Application, unless the proposal states that the personnel will be coming from another office requiring less time. To calculate the round-trip mileage, multiply the miles required to travel one-way by two. To calculate the round-trip time, multiply the time required to travel one-way by two, then round up to the next 15-minute interval. Note: A screenshot of the Google Map information should be submitted as part of the Proposal.

Labor for travel will be reimbursed at actual reasonable travel time up to a maximum of 8 hours round trip for approved personnel. Travel time for activities is reimbursed for one person only, unless designated and approved otherwise.

The mileage will be reimbursed up to a maximum of 500 miles for a round trip.

2.2.2 EQUIPMENT

Billings for equipment must include equipment description, number of days utilized, rates per day/week/month, and total amount billed. These charges include all costs, including maintenance and incidentals required for maintenance of the equipment, and profit. No additional markup will be reimbursed. Maximum rates reimbursed for commonly used equipment are as set forth below:

ITEM	RATES ¹		
	Daily	Weekly	Monthly
Photoionization detector (PID, OVM)	\$ 80	\$ 310	\$ 770
Flame ionization detector (FID, OVA)	80	310	770
Gasoline vapor monitors (RKI Eagle, Gas Tech)	30	110	245
Combustible gas/oxygen indicator	25	90	220
pH/Conductivity meter	15	45	110
Survey equipment (inclusive ²)	40	110	245
5 kW Generator	55	220	550
Water level indicator	15	45	110
Oil/Water interface probe	30	110	245
Centrifugal pump (1 - 1 1/2" diameter)	15	45	110
Peristaltic pump	25	90	220
Submersible pump (4" diameter)	30	110	245
Submersible pump (2" diameter)	85	355	880
Datalogger (4 channel w/transducers)	440	1760	3520
Multi parameter meter	110	440	880
Teflon bailer	³ NR	NR	NR
Hand auger	NR	NR	NR
Tool kits	NR	NR	NR
OTT tape	NR	NR	NR
First aid kit	NR	NR	NR
Fire extinguisher	NR	NR	NR

1. Equipment rental charges will be reimbursed only for days/weeks/months actually used. Time for equipment to be mobilized and demobilized will not be reimbursed. Shipping costs are included in itemized rental rates. Rates for equipment not included above must be approved before use in order to ensure full reimbursement.

2. Inclusive = all equipment, materials, supplies, etc. necessary for the performance of the task that requires this equipment.

3. NR = Not Reimbursable.

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Reproduction and Computer Services

<u>ITEM</u>	<u>RATES</u>
Copying	NR
CAD equipment	NR

2.2.3 SUBCONTRACTORS

All subcontractor invoices must be in detail describing the type and amount of work performed (see the attached sample format for invoices). Subcontractor as used herein includes, but is not limited to, laboratory, drilling company, surveyor, delivery company, construction company, etc.

2.2.3.1 DRILLING INVOICE

Must show actual units of work performed at unit charges previously submitted on the "Unit Rate Bid Sheet for Drilling Services" and accepted by MDEQ or usual and customary charges, *whichever is less*, subject to maximum limits (see Appendix C). Must include waste manifests, if applicable.

2.2.3.2 LABORATORY

Billings for laboratory services must include type and method of analysis, number of each, charge per analysis, and total amount charged. Maximum reimbursable rates for laboratory analyses (including any Environmental Impact fees or Sample Disposal charges) are as set forth below:

<u>Analysis</u>	<u>Water</u>		<u>Soil</u>	
	<u>Method</u>	<u>Rate</u>	<u>Method</u>	<u>Rate</u>
Ammonia	EPA 350.1	\$ 20		
Biochemical Oxygen Demand Five Day (BOD ₅)	SM 507	25		
BTEX	EPA 8260	60	EPA 8260	\$ 60
BTEX using EPA 5035 (En Core/Terra Core sampler)			EPA 8260	75
BTEX/1, 2 DCA	EPA 8260	60		
Bulk Density				25
Chemical Oxygen Demand (COD)	EPA 410.4	25		
EDB	EPA 8011	80		
Hardness	SM 314	15		
Ignitability	EPA 1010	35	EPA 1010	35
	or EPA 1020	35	or EPA 1030	35
Iron	EPA 6010	25		
Lead	EPA 7421	30	EPA 7421	30
			or SM 304	30
Manganese	EPA 6010	15		
Oil & Grease	EPA 9070	35	EPA 9071	35
pH	EPA 9040	6	EPA 9045	6
Polynuclear Aromatic Hydrocarbons (PAH)	EPA 8270	130	EPA 8270	130
	or EPA 8011	180		
Porosity				120
Total Dissolved Solids	EPA 160.1	15		
Total Organic Carbon	EPA 9060	20	EPA 9060	35
Total Suspended Solids	EPA 160.2	15		
Water Content			EPA 160.3	15

Emergency Rush analysis (0 to 48 hour turnaround): Maximum reimbursable rate will be 2.0 times the above rate and must be necessary as determined by the MDEQ UST Branch.

2.2.3.3 VACUUM TRUCK SERVICES

Must show actual units of work performed at unit charges in proposed scope of work and accepted by MDEQ or usual and customary charges, *whichever is less*, subject to maximum limits set below.

Vacuum Truck (operator & cleaning included)	\$175.00 per hour (vacuuming time + 1 hour transition)
Transport	\$2.25 per mile (round-trip)
Disposal	\$0.51 per gallon (plus 10% markup if subcontracted)
Vacuum Truck Operator Labor	\$65 per hour (1 hour vacuum truck setup + 1 hour vacuum truck breakdown)
Vacuum Truck Operator Motel/Hotel Expenses	\$200.00 per night
Vacuum Truck Operator Meals	\$75.00 per day when an overnight stay is <i>necessary</i> . \$20.00 per day for lunch when an overnight stay is <u>not</u> necessary and when the field work plus travel time is six (6) or more hours when pre-approved by MDEQ

2.2.3.4 GEOPROBE SERVICES

Must show actual units of work performed at unit charges previously submitted and accepted by MDEQ or usual and customary charges, *whichever is less*, subject to maximum limits (see Appendix D).

2.2.3.5 SOIL CUTTINGS DISPOSAL

Soil cuttings disposal, if performed by the ERAC, may be reimbursed at actual, reasonable, and pre-approved unit costs, as applicable. Costs include containers (roll-off boxes and drums) and disposal fees only. Costs for waste-handling equipment are included in the applicable unit rates listed in Appendix C, *Maximum Limits of Reimbursement For Drilling Services*. Reimbursement for soil cuttings disposal, if performed by a drilling contractor, may be on a unit cost basis not-to-exceed the rates listed in Appendix C, *Maximum Limits of Reimbursement For Drilling Services*.

Costs for soil disposal associated with geoprobe (or equivalent) services up to one-inch well installation are included in the not-to-exceed rates listed in Appendix D, *Maximum Limits of Reimbursement For Geoprobe (or Equivalent) Services*.

2.2.3.6 OTHER SUBCONTRACTS

For any other work, which the ERAC must subcontract, a copy of the subcontractor's invoice must be submitted in sufficient detail as to the work performed and/or equipment used. Vacuuming invoices must have a "Summary of Vacuuming Events" form and waste manifest attached. Groundwater remediation invoices must have a "Remediation System Downtime Summary" form attached (see Appendix E). Soil Excavation invoices must have a "Certification of Completion of Bid Contract" form attached. Monitoring well abandonment invoices must have a signed "Work Plan for Plugging Monitoring Wells" form attached.

2.2.4 MATERIALS AND SUPPLIES

Material billings must contain an itemized description for all individual items and their actual cost. Items with a *cost of \$50.00 or more each must also have supplier receipts or invoices*, and/or if from the ERAC's inventory, the ERAC must include an itemized material description showing: the name of the item; ERAC's actual cost per unit; quantity used; and total amount billed for the item. Note: This does not apply to drilling which is normally billed on a unit price basis. *Markup will be reimbursed on materials and supplies only when a supplier receipt or invoice is submitted.*

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Maximum rates reimbursed for commonly used materials/supplies are as set forth below:

Disposable Bailer	Actual up to \$10 each
Soil Sampling Supplies	Actual up to \$10 per boring (gloves, alconox, jars, string, rope, pumps, etc.)
Groundwater Sampling Supplies	Actual up to \$10 per well (gloves, alconox, jars, string, rope, pumps, etc.)
Dual Phase Vacuum Extraction Oil/Filters	Up to \$100 per month per liquid ring vacuum pump inclusive of all expendables. A quote may also be submitted for these items.
Shipment of Sample Coolers	\$75 per cooler (markup is allowed if shipment is subcontracted)

Materials and supplies should be invoiced at *cost not-to-exceed* the above rates.

2.2.5 AIRFARE

Airfare is not a reimbursable expense.

2.2.6 MOTEL/HOTEL EXPENSES

Motel/hotel expenses are reimbursable only when a receipt is furnished. Motel/hotel expenses will be reimbursed at actual reasonable cost not-to-exceed \$200.00 per night or if in a high rate area the cost will be approved on an as needed basis. Applicable taxes and fees will be reimbursed upon submittal of motel/hotel receipt. It is the Tank Owner's responsibility to ensure that motel receipts are submitted with all requests for reimbursement; otherwise, the reimbursement may be disallowed. A copy of the *actual motel receipt* is required, not a credit card receipt. Markup on motel expenses is allowed.

2.2.7 MEALS

When an overnight stay is not necessary, \$20.00 per day for lunch will be reimbursed when the field work plus travel time is six (6) or more hours when **pre-approved** by MDEQ. This applies even when an overnight stay is necessary on the day before. When an overnight stay is *necessary*, meals are reimbursed at actual cost not-to-exceed \$75.00 per day. A motel receipt shall be furnished. Meal receipts are not required. Markup on meals is allowed.

Example: When working Monday through Friday with overnight stays on Monday through Thursday, and working 4 hours on site Friday with 2 hours travel time back to the office, the following is allowed: 4 hotel nights, 4 days at \$75.00 for meals, and 1 day at \$20.00 for lunch.

2.2.8 TURNKEY REMEDIAL ACTION PLAN (TRAP)

Preparation of a TRAP may be reimbursed at actual cost not-to-exceed \$10,000.00 or at a lump sum amount no more than \$7,500.00. A pre-TRAP meeting requested by MDEQ may be reimbursed at \$2,000.00 maximum lump sum amount. **All TRAP and pre-TRAP expenses shall be included in detail on the breakout sheet in the TRAP scope of work.** TRAP preparation and pre-TRAP meeting expenses will be reimbursed after the system installation Trust Fund Approval has been issued. A project detail sheet/and or time sheets are required for the \$10,000.00 actual cost not-to-exceed TRAP preparation reimbursement.

2.2.9 LEASED REMEDIATION SYSTEMS

An invoice from the remediation system lease vendor reflecting the remediation system's monthly lease amount due for that month must be included in the monthly and tri-annual operations and maintenance reimbursement request.

2.2.10 REMEDIATION SYSTEM MONTHLY UTILITIES

Electrical, Water/Sewer Usage and Phone Services for Remediation Systems will be reimbursed at actual cost. A copy of all legible utility bills must be included in the monthly and tri-annual operations and maintenance reimbursement request. All utility bills must reflect the current dates of service.

2.2.11 OTHER

Other direct costs, if any, not included above should be documented in detail.

2.2.12 BROWNFIELD AND UNCONTROLLED SITES

For Brownfield and Uncontrolled sites, Phase I Environmental Site Assessments, Site-Specific Quality Assurance and Performance Plans, and other scopes of work may be negotiated at a fixed price rate for scopes up to \$6,000 otherwise those scopes of work will be approved on a time and materials basis and will be determined by the Project Manager on a case-by-case basis in accordance with Reimbursement Procedures and Limitations.

2.3 MARK-UP

The Department will reimburse the tank owner for an ERAC's markup on subcontracts, materials, supplies, hotel, and meals not to exceed 10% on the first \$20,000.00 plus 5% for all such expenses beyond \$20,000.00. *Markup will be reimbursed on materials and supplies only when a supplier receipt or invoice is submitted.*

2.4 TAXES

In accordance with the state tax laws professional engineering services are exempt from Mississippi sales tax. Therefore, sales tax on professional engineering services will not be reimbursed. Taxes for non-professional services shall be reimbursed, as applicable, if included in the request for reimbursement. It shall be the tank owner and/or contractor's responsibility to include applicable taxes in the request for reimbursement. *Once the reimbursement is processed, no revisions to the request for reimbursement will be considered.*

3.0 REIMBURSEMENT REQUESTS

Before submittal of a reimbursement request, the tank owner is required to verify that all the work was completed as previously approved, complete a certification affidavit, and submit the detailed invoices, where applicable, and certification affidavit to the address listed in Section 1.0.

A maximum of one reimbursement will be issued for each scope of work, unless otherwise pre-approved by MDEQ. Reimbursement will be processed only after the UST Project Manager has approved the final report, in writing. Once the reimbursement is processed, it is final and no revisions to the request for reimbursement will be considered. It is the responsibility of the tank owner and ERAC to ensure that the invoice included in the request for reimbursement is accurate, complete, and final. The tank owner has a *one-year* time limit for submittal of the reimbursement requests from the written MDEQ due date for the final work product. Reimbursement requests submitted after this time limit will not be processed. An owner's or operator's reimbursement can be reduced by \$100 per calendar day for documents submitted to the MDEQ after a written deadline date established by the MDEQ. Sample formats for invoices are included in Appendix B.

3.1 FIXED-PRICE REIMBURSEMENT REQUESTS

When a proposal is approved by MDEQ on a fixed-price (lump sum) basis, MDEQ has established that the prices of items and/or service are set, not subject to adjustments, unless the proposal was not completed in its entirety or modifications to the work product were pre-approved by the UST project manager. The tank owner is required to verify that all work was completed and to provide the ERAC's invoice for the amount previously approved as long as the proposal was completed in its entirety.

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A completed work product includes work such as sampling all proposed monitoring wells if conditions allow, installing all proposed borings/monitoring wells, conducting all proposed site visits, and completing all tasks listed within the proposal.

Full reimbursement for fixed price approval is contingent upon completion of the entire proposal. If the work product does not include completion of each task listed within the proposal (i.e. proposal requested sampling 20 wells and only 15 wells were purged and sampled) or the work product does not include all tasks listed in the associated MDEQ UST guidance document or standard operating procedure (i.e. Standard Operating Procedures for Vacuuming Activities, Scope of Work for Groundwater Sampling, Preliminary Subsurface Investigation Guidance Document, Additional Subsurface Guidance Document, etc.), full reimbursement for the fixed price approval amount should not be requested. Reimbursement for uncompleted proposals or work not meeting minimum established specifications shall be subject to deductions as determined by appropriate MDEQ personnel.

On fixed price reimbursement requests the tank owner only needs to provide the ERAC's invoice for the amount previously approved, verify that all the work was completed as previously approved, complete the certification affidavit, as explained in Section 4.0, and submit the invoice and certification affidavit to the address listed in Section 1.0.

4.0 CERTIFICATION AFFIDAVIT

All requests for reimbursement must include the most recent MDEQ Certification Affidavit. Only the most current Certification Affidavit will be accepted.

All applicable blanks on the MDEQ Certification Affidavit must be completed. The tank owner or an authorized representative of the tank owner (which generally includes Principal or Financial Officer of a corporation) must sign the Certification Affidavit before a Notary Public. The ERAC cannot serve as an authorized representative. Affidavits not complete and/or containing incorrect invoice amounts or dates will be returned. A new complete Certification Affidavit will be required to process the reimbursement request.

AFFIDAVITS NOT COMPLETE AND CORRECT WILL BE RETURNED

5.0 ERAC PENALTY POLICY

MDEQ has spent significant resources creating guidance documents for Environmental Response Action Contractors (ERAC) for the preparation of various proposals and reports requested by MDEQ Project Managers to ensure quality and consistent work products among the MDEQ approved ERACs. To promote compliance with MDEQ guidance documents and ensure quality and consistent work products among all the MDEQ approved ERACs, MDEQ may seek monetary penalties.

In accordance with 11 Miss. Admin Code Pt. 5, Ch. 1, R.1.13.B, MDEQ can issue penalties to an ERAC for failure to meet performance standards such as, but not limited to, following an approved scope of work and submitting a complete and accurate report. The purpose of this guidance document is to ensure that penalties are substantial enough to deter noncompliance with performance standards and that MDEQ gives fair and equitable treatment to the MDEQ approved ERACs.

The penalty amounts that follow are for monetary penalties only and may be increased or decreased due to the seven factors of Mississippi Code §49-17-427 which include:

- The willfulness of the violation;
- Any damage to air, water, land, or other natural resources of the state or their uses;
- Costs of restoration and abatement;
- Economic benefit as a result of noncompliance;
- The seriousness of the violation;
- Past performance history; and
- Whether the noncompliance was discovered and reported as the result of a voluntary self-evaluation.

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This guidance sets forth, in general terms, how MDEQ shall exercise its enforcement discretion and will normally be used by the MDEQ to determine penalties. The monetary penalty schedule established herein varies with the nature and severity of the violation(s). The violations listed below are not exhaustive and therefore do not include all possible violations.

Procedures for Penalty/Reduction in Reimbursement

When a penalty has been assessed for a violation, the ERAC will receive written notification through email correspondence sent to the primary contact for the ERAC summarizing the MDEQ penalty. If the ERAC disagrees that the associated violation(s) occurred, the ERAC will be responsible for contacting the MDEQ Project Manager within five (5) working days of written notification to discuss the violation(s).

If a resolution cannot be agreed upon between the MDEQ Project Manager and the ERAC primary contact, then an Administrative Conference will be scheduled to further discuss the violation(s).

Assessment of penalties will either be accomplished through a Reduction in Reimbursement for ERACs receiving payment directly from MDEQ, or an Administrative Agreed Order for ERACs that are paid directly by the MDEQ tank owner.

When preparing proposals and reports, and performing field work, the ERAC shall abide by the most recent MDEQ/UST Branch Manual of Standard Operating Procedures (SOP) and the most recent MDEQ/UST Branch Guidance Documents as required.

The total penalty amount for a specified document may be doubled by MDEQ under any of the following conditions:

- If the ERAC fails to provide notification and communicate to MDEQ any exigent circumstances for a specified work activity before the document due date,
- If the ERAC fails to request an extension of document due date and the submittal is over seven (7) days late,
- If penalties have been previously assessed for a violation(s) related to specific document, site, and ERAC.

For all documents (unless otherwise stated for specific document):

A.	Violation	Penalty Amount
1	Failure to submit a document to MDEQ by a written deadline established by MDEQ	\$100/calendar day
2	Failure of a Professional Engineer (PE) or Registered Professional Geologist (RPG) to review, sign, and/or stamp a document	\$200
3	Failure to provide all required sections of a document specified in the MDEQ Guidance Document Requirements	\$200/missing section
4	Submittal of incomplete/inaccurate required sections of a document as specified in the MDEQ Guidance Document Requirements	\$100/section
5	Submittal of incomplete/inaccurate information in the body of the document	\$100
6	Submittal of unbound document as required in SOP	\$50
7	Failure of ERAC to abide by the SOP	\$100 - \$750 per occurrence
8	Failure to submit hard copy of a document within 5 business days	\$100/calendar day

For all proposals (unless otherwise stated for specific proposal):

B.	Violation	Penalty Amount
1	Failure to provide two copies of the completed SOW/CE	\$100
2	Failure to include all of the required QA/QC samples as specified in the SOP.	\$100
3	Failure to provide required Cost/Price Summary form	\$300/missing form

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B.	Violation	Penalty Amount
4	Submittal of incomplete/inaccurate Cost/Price Summary form	\$100/form
5	Failure to provide Detailed Breakdown Sheet	\$200/missing form
6	Submittal of incomplete/inaccurate Detailed Breakdown Sheet	\$100/sheet
7	Failure to provide subcontractor quote sheet	\$300
8	Submittal of incomplete/inaccurate subcontractor quote sheet	\$100
9	Failure to provide required map	\$100

For all reports (unless otherwise stated for specific report):

C.	Violation	Penalty Amount
1	Failure to contact MDEQ Project Manager during field activities as required in the MDEQ Standard Operating Procedure or guidance documents	\$400
2	Failure to complete approved SOW	\$750
3	Failure to provide description/explanation of significant deviations from the approved SOW/CE	\$300
4	*Failure to wait for a well to recover to 75% of its original volume before collecting a groundwater sample (unless approved by the MDEQ Project Manager)	\$200
5	*Failure of soil samples to meet holding times	\$200
6	*Failure of groundwater samples to meet holding times	\$200
7	*Failure for the temperature of the samples to be 6°C or less	\$200
8	*Failure to collect trip blank, equipment blank, and/or duplicate samples during sampling activities when required by the SOP	\$200/missing sample
9	Failure to provide Chain of Custody and/or laboratory analysis data in a report	\$200
10	*Submittal of incomplete/inaccurate Chain of Custody	\$100
11	*Failure to verify possession of samples at all times. Chain of Custody does not adequately track possession of samples from field collection to laboratory receipt	\$200
12	Failure to provide figures and tables as specified in the applicable MDEQ Guidance Document(s)	\$100/missing figure or table
13	Submittal of incomplete/inaccurate figures and tables as specified in the applicable MDEQ Guidance Document(s)	\$100/figure or table
14	Failure to provide specific recommendations as required	\$200
15	Failure to provide appendices as specified in the MDEQ Guidance Documents requirements	\$100/missing appendix
16	Failure to provide photos of work performed at the site as required	\$50
17	Failure to calculate or state RPD for the duplicate sample	\$50
18	Inaccurate calculation of the RPD (includes unnecessary rounding)	\$50
19	Failure to discuss an RPD above 25% for the duplicate sample	\$200
20	Failure to state which well the Duplicate Sample is a duplicate of	\$50
21	*Failure of the RPD to meet the 25% requirement for the duplicate sample	\$200
22	Failure to state the trip blank results	\$50
23	Failure to discuss any trip blank result above ND	\$200
24	*Failure of the trip blank to meet the ND requirement	\$200
25	Failure to state the equipment/rinse blank results	\$50
26	Failure to discuss any equipment/rinse blank result above ND	\$200
27	*Failure of the equipment/rinse blank to meet the ND requirement	\$200
28	Failure to submit the Monitoring Well Sampling Form	\$200
29	Submittal of incomplete/inaccurate Monitoring Well Sampling Form	\$100
30	*Failure of the groundwater to intersect the screened interval	\$100
31	Failure to adjust the groundwater elevation when free product is encountered	\$50

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C.	Violation	Penalty Amount
32	Failure to provide field notes, Offsite Access approval form, or Waste Manifests	\$100/missing item
33	Failure to provide all boring logs and monitoring well schematics	\$100/missing item

For all invoices:

D.	Violation	Penalty Amount
1	Failure to provide all subcontractor invoices as specified in MDEQ Reimbursement Procedures and Limitations	\$100/missing invoice
2	Missing, incomplete or incorrectly filled out Certification Affidavit	\$100
3	Failure to provide a complete Runtime/Downtime Summary clearly defining the actual runtime/downtime for the month	\$100
4	Failure to submit a Summary Invoice as specified in the Procedures and Limitations	\$100
5	Missing or improperly formatted Invoice Cost Breakout as specified in the Procedures and Limitations	\$100
6	Failure to provide invoices within 12 months of written MDEQ due date for the final work product	Total cost approved for SOW

Additional violations based on specific MDEQ Guidance Documents:

PSI, LSI, and ASI SOWs:

E.	Violation	Penalty Amount
1	Failure to conduct site reconnaissance before preparing SOW which includes no site history/file review and/or no site visit (specific to PSI only)	\$300
2	Failure to propose boring locations in accordance with minimum requirements in PSI SOW guidance	\$100
3	Failure to propose groundwater well locations in accordance with minimum requirements in PSI SOW guidance	\$100
4	Failure to provide driller's unit rate bid sheet or equivalent	\$200

PSI, LSI, and ASI Reports:

F.	Violation	Penalty Amount
1	Failure to provide data table for soil borings and/or groundwater wells	\$200
2	Failure to provide laboratory data for soil and/or groundwater samples	\$100
3	Failure to provide recommendations discussing if additional assessment is necessary and/or free product recovery is necessary (if free product is present)	\$100
4	Failure to install borings/wells in accordance with MDEQ/UST Standard Operating Procedure Manual without MDEQ Project Manager approval	\$200 - \$1,000
5	Failure to analyze the soil sample with the highest PID/FID reading	\$200
6	Failure to terminate the boring as stated in the SOP	\$200

Groundwater Sampling Reports:

G.	Violation	Penalty Amount
1	Failure to collect groundwater elevations from all monitoring wells listed in the scope of work	\$200
2	Failure to conduct all analyses required	\$300
3	Failure to collect groundwater samples from all monitoring wells listed in the scope of work (when there is sufficient water to collect a sample, and the well is clear of free product)	\$100/missing sample
4	Failure to discuss anomalies in the groundwater elevations, if applicable	\$200

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G.	Violation	Penalty Amount
5	Failure to discuss the trip blank, duplicate, and equipment blank samples meeting the quality control criteria	\$200

Vacuuming SOW:

H.	Violation	Penalty Amount
1	Failure to specify which wells will be vacuumed and/or duration of vacuuming per well	\$200
2	Failure to provide subcontractor quote for vacuuming services	\$300

Vacuuming Report:

I.	Violation	Penalty Amount
1	Failure to discuss anomalies noted, if applicable, during vacuuming events	\$200
2	Failure to collect free product thicknesses and/or groundwater elevations before and/or after each vacuuming event	\$100/event
3	Failure to provide all Summary of Vacuuming Event forms, all Product Thickness forms, and/or Waste Manifests	\$100/form
4	Failure to provide site map with the free product contour as required in the MDEQ Guidance Document	\$200
5	Failure to provide the vacuum pump curve	\$100
6	Failure to collect VOC readings as specified in the approved SOW	\$200
7	Failure to contact MDEQ/UST project manager when free product shows up in another well, or when there is no free product present in wells	\$200

Vacuuming Invoices:

J.	Violation	Penalty Amount
1	Failure to provide Summary of Vacuum Event form, completed waste manifest form, ERAC's invoice, and/or vacuum truck service invoice	\$100/missing item

UST General Permit Application:

K.	Violation	Penalty Amount
1	Failure to provide contiguous landowner notification	\$100
2	Failure to provide POTW notification and/or approval documentation	\$200
3	Failure to complete the main application	\$200
4	Submittal of inaccurate information on the application	\$100

Turnkey SOW:

L.	Violation	Penalty Amount
1	Failure to provide the CCQS and narrative description to MDEQ project manager prior to requesting bids (Bid Documents)	\$500
2	Failure to provide written quotes for electrical hook-up, telephone, sewer tap, and water (if applicable). If there is no charge, then the quote should say so.	\$500
3	Failure to provide three CCQS with identical units (or documenting requests for 3 or more quotes)	\$500
4	Failure to provide monthly estimates for local water, telephone, electrical, and sewer utilities (estimate may be a lump sum for all utilities)	\$100 - \$300
5	Failure to provide 2 manufacturer quotes for new remediation systems	\$500
6	Failure to provide the original system invoice for proposed used remediation system along with previous owner, previous locations of operation, previous amount of time the system operated, and any completed upgrade invoices.	\$500
7	Failure to provide process and instrumentation diagram (P&ID)	\$300

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L.	Violation	Penalty Amount
8	Failure to discuss anticipated extraction flow rate, anticipated hydraulic and pneumatic radius of influence, and/or anticipated wastewater effluent concentrations	\$300/missing discussion
9	Failure to list all permits, local codes/ordinances, and their requirements that must be met for system installation and operation	\$200
10	Failure to provide detailed discussion of trenching and piping, recovery well conversion and well installation, and system positioning and hookup	\$300/missing discussion

Remediation System Installation Report:

M.	Violation	Penalty Amount
1	Failure to provide an updated Operation and Maintenance Manual after installation of the remediation system	\$500
2	Failure to provide System Fact Sheet	\$300
3	Failure to describe field activities and/or all deviations from the approved work plan	\$200
4	Failure to provide a site map (to scale) indicating the system, piping, recovery well, and fence layout	\$200
5	Failure to provide the proposed quantities vs actual quantities installed table	\$300

Triannual Remediation System Reports:

N.	Violation	Penalty Amount
1	Failure to collect groundwater elevation data and pneumatic readings at least one time per month	\$200/missing month
2	Failure to notify MDEQ Project Manager when free phase product is noted in a monitoring well which is not operating as a recovery well	\$200
3	Failure to make necessary adjustments to the remediation system in order to operate the remediation system (and recovery well configuration) in the most effective manner	\$200
4	Failure to record VOC concentration from system exhaust at least 3 times per month, if applicable	\$200/missing month
5	Failure to discuss cumulative VOC mass removal (pounds), hydraulic and/or pneumatic capture zone, duration of remediation with expected time to cleanup, and/or contaminant plume and changes in plume size	\$200/missing discussion
6	Failure to remove 50% or more of the free phase product recorded at start-up within the first 6 months of system operation (barring no new releases)	\$500
7	Failure to provide recommendations that include: <ul style="list-style-type: none"> recovery of free phase product if product exists in wells other than operating recovery wells changes to recovery wells or recovery well configuration changes to system if not currently meeting optimal operating parameters 	\$500/missing discussion
8	Failure to provide accurate Remediation System Runtime Summaries	\$500
9	Failure to provide Executive Summary	\$200
10	Failure to provide drop tube depths	\$200
11	Failure to provide all O&M Sheets for all visits	\$100/missing sheet
12	Submittal of inaccurate/incomplete O&M Sheets	\$100/missing sheet
13	Failure to adjust drop tubes or pumps, so that drop tube or pump is submerged in groundwater	\$200/occurrence
14	Failure to collect all required permit samples	\$200/missing sample
15	Failure to notify MDEQ Project Manager if the system is down more than 10 consecutive days	\$100/day

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Remediation System Continuation SOW:

O.	Violation	Penalty Amount
1	Failure to propose necessary changes to the remediation system	\$300
2	Failure to make changes to the number of wells sampled, if necessary	\$200

Monitor Well Plugging Report:

P.	Violation	Penalty Amount
1	Failure to submit the MDEQ UST Branch Plugging Report for Monitoring Wells Form	\$200
2	Failure to submit the MDEQ Office of Land and Water Resources Water Well Plugging/Decommissioning Form	\$200
3	Failure to gauge ALL wells prior to initiating well plugging activities	\$300

***For these items, consequences are listed in the SOP. These consequences may require redrilling or resampling, which would not be eligible for reimbursement.**

6.0 TANK OWNER APPEALS

If a tank owner feels that an error was made in the MDEQ UST Branch's determination of the amount of reimbursement, the tank owner may appeal the determination by following the below procedures.

6.1 REIMBURSEMENT DISAGREEMENTS

If the tank owner disagrees with the MDEQ UST Branch determination of the amount of reimbursement, the tank owner may submit a written appeal to the MDEQ UST Contracting Officer at the address given in Section 1.0 within twenty days of the issue date of the Notice of Reimbursement (NOR).

Upon receipt of the appeal, if received within the allotted time, the MDEQ UST Branch, based upon information provided in the appeal, will again review the request for reimbursement and provide a determination of amount of reimbursement to the tank owner and his ERAC with a Final Notice of Reimbursement (FNOR).

No provisions exist for the tank owner's ERAC to appeal MDEQ UST Branch determinations of amount of reimbursement whether for their own account or requested on behalf of the tank owner.

6.2 APPEALS TO THE COMMISSION ON ENVIRONMENTAL QUALITY (CEQ)

If the tank owner disagrees with the FNOR or fails to submit an appeal within the allotted time, the tank owner may submit an appeal to the CEQ. The appeal must be in writing from the tank owner and must specifically state the amount of the appeal and the Tank Owner's justification for the appeal. The appeal must be addressed to:

Commission on Environmental Quality
Attn: MDEQ Executive Director
Post Office Box 2261
Jackson, MS 39225-2261

6.3 APPEALS OF CEQ DECISIONS

Any tank owner aggrieved by any decision of the CEQ relating to determinations of amount of reimbursement shall have the right to appeal as provided in Section 49-17-41, Mississippi Code of 1972.

APPENDIX A



CERTIFICATION AFFIDAVIT

Site Name _____ MGPTF I.D. No. _____

Amount of this request \$ _____

I certify that this request for reimbursement of costs at the above referenced site is consistent with the provisions of the Mississippi Underground Storage Tank Act. I certify that all invoices, data, and documentation submitted as part of this request are a true and accurate representation of costs actually incurred as an integral part of the assessment and/or remediation of motor fuel contamination.

I, the tank owner, responsible party, or authorized representative warrant that I have not received any fee, commission, percentage, gift, or other consideration as a result of employment of a person, company, corporation, individual, or firm responsible for conducting site assessments, remediation, or any function thereof and further that I know of no offer or acceptance of any fee, commission, percentage, gifts, or other consideration as a result of employment of a person, company, corporation, individual, or firm responsible for conducting site assessments, remediation or any function thereof. I understand that any evidence or discovery of fraud or other misuse of payments received from the fund may result in referral to the Attorney General for appropriate action.

REIMBURSEMENT METHOD SELECTION

(Please complete the box with the reimbursement method of your choice)

I certify that the above amount requested for reimbursement represents a financial obligation that has been paid in full. As such, I request the approved amount be paid directly to the bank account previously indicated. Verifiable proof of payment is provided with this reimbursement request.

Typed or printed name of tank owner/responsible party
or authorized representative

Signature

I certify that the above amount requested for reimbursement represents a financial obligation that has not been paid. As such, I request the approved amount be paid directly to the Response Action Contractor.

Typed or printed name of tank owner/responsible party
or authorized representative

Signature

Before me personally appeared _____, who executed the foregoing instrument and acknowledged to me and before me that said instrument was executed for the purposes therein expressed.

Witness my hand and official seal, this _____ day of _____ A.D. _____.

Notary Public

My commission expires _____

FOR OFFICIAL USE ONLY

OFFICE OF POLLUTION CONTROL
APPROVED FOR PAYMENT

DIVISION # _____

DATE: _____

AMT. APPROVED: _____

SIGNED: _____

APPENDIX B

SAMPLE DOCUMENT FORMATS FOR ERAC'S TIME AND MATERIAL INVOICE SUBMITTAL

Table of Contents

Summary Invoice	Page 1
Invoice Detailed Breakout.....	Page 2
Backup Invoice for Drilling.....	Page 3
Backup Invoice for Lab Services	Page 4
Backup Receipts for Hotel and Shipping.....	Page 5
Monthly O&M Invoice Example	Page 6
Triannual O&M Invoice Example	Page 7

Fair Engineers, Inc.
100 First Avenue
Jackson, MS 39000
(601) 555-1234

January 15, 2017

Invoice #0001

Client: Gas, Inc.
123 Park Avenue
Natchez, MS 38000
(601) 555-6789

MGPTF I.D.#0000
Site Name: Bob's Service Station
Location: 88 57th Street
Natchez, MS 38000

Labor	\$ 5,852.00
Other Direct Costs	9,134.05
Markup	<u>868.85</u>
Total Amount Due This Invoice	\$15,854.90

Invoice Cost Breakout

Direct Labor:

<u>Name & Classification</u>	<u>Task & Date of Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Extended</u>
<i>Field Hours:</i>				
Jane Joe, Staff Professional	Oversight 08/01/17 - 08/04/17	24	90.00	\$2,160.00
	Survey & Oversight 08/05/17	8	90.00	720.00
Bill Brown, Technician	GWS 08/15/17 - 08/17/17	<u>16</u>	58.00	<u>928.00</u>
		40		\$3,808.00
<i>Office Hours:</i>				
Billy Bill, Project Professional	Report Prep	2	100.00	\$ 200.00
Jane Joe, Staff Professional	Report Review	16	90.00	1,440.00
John Doe, CADD		2	58.00	116.00
Jane Doe, Clerical		<u>6</u>	48.00	<u>288.00</u>
		26		<u>\$ 2,044.00</u>
Labor Total:				\$ 5,852.00

Other Direct Costs:

	<u>Units</u>	<u>Rate</u>	<u>Extended</u>
a. Travel			
(1) Transportation	360 miles	360	\$0.535/mi. \$ 192.60
(2) Per diem			
i. Meals for 2 man-days (\$46 per day)			92.00
ii. Hotel for 2 nights (receipt attached)			<u>200.00</u>
		Travel Subtotal:	\$ 484.60
b. Equipment, Materials, Supplies			
Oil/Water Interface Probe	3 days	25/day	\$ 75.00
PID	1 day	70/day	70.00
Bailers	10	10/each	100.00
Fee			<u><u>8.00</u></u>
		Equipment Subtotal:	\$ 253.00
			245.00
			0
c. Subcontracts			
XYZ Analytical Services (invoice attached)			\$ 2,140.00
ABC Drilling Services (invoice attached)			<u>6,163.20</u>
		Subcontract Subtotal:	\$ 8,303.20
d. Other			
Shipping (invoice attached)			<u>\$ 93.25</u>
		Other Subtotal:	<u>\$ 93.25</u>
Other Direct Costs Total:			
\$ 9,134.05			
Markup (on meals, hotel, Subcontracts & Shipping)			
\$ 868.85			
Total:			
\$15,854.90			

ABC Drilling Services
2 State Road
Natchez, MS 38000
(601) 555-5678

January 9, 2017

Invoice #0002

Site I.D. #0002

Site Name: Bob's Service Station, Natchez

Date of services: 1-2-17 to 1-4-17

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Mob. & Demobilization	\$2.00/mi. x 10 miles	\$ 20.00
Flat Fee		100.00
Decontamination	\$75/boring x 8 borings	600.00
Drill borehole with 6 1/4 inch I.D. hollow stem augurs and split spoon samples at 5' intervals, and borehole abandonment	\$15/foot x 80 feet	1,200.00
Installation of 4-inch schedule 40 PVC monitoring wells	\$36/foot x 80 feet	2,880.00
Well Development	\$100/well x 4 wells	400.00
Furnish and install flush- mount security casings	\$140/well x 4 wells	<u>560.00</u>
	SUBTOTAL:	\$5,760.00
	Sales Tax:	<u>403.20</u>
	TOTAL:	\$6,163.20

Billy Bill

Project Manager

Bo Driller

Driller

XYZ Analytical Services
12 Park Place
Jackson, MS 35000
(601) 555-0987

January 9, 2025

Invoice #0003

Client: Fair Engineers, Inc.

Sample Date: 10/9/24

	<u>Units</u>	<u>Unit Price</u>	<u>Extended</u>
Soil Analyses:			
BTEX EPA Method 8020	8	\$ 45	\$ 360.00
PAH EPA Method 8100	8	100	800.00
Water Analyses:			
BTEX EPA Method 8020	7	40	280.00
PAH EPA Method 8100	7	100	<u>700.00</u>
		Total Amount Due:	\$2,140.00

Required Information on Shipping and Hotel Invoices

Express Shipping
Job Identifier

Date: August 29, 2017

Shipped From:
Shipped To:

Total \$93.25

Friendly Hotel
123 Fun Street
Jackson, MS
601-123-4567

Name of Occupant:

Date	Description	Charges
08/29/17	Rm: 222	\$100.00
08/29/17	Tax - Occupancy	2.00
08/29/17	Tax - Sales	7.00

Balance: \$109.00

Monthly O&M Invoice Example

Fair Engineers, Inc.
100 First Avenue
Jackson, MS 39000
601-555-1234

January 1, 2017

Invoice #00001

Client: Gas, Inc.
123 Park Avenue
Natchez, MS 38000
601-555-6789

MGPTF I.D.#00000
Site Name: Bob's Service Station
Location: 88 57th Street
Natchez, MS 38000

Monthly System Use Rate	\$5,000.00
Monthly Operation, Maintenance & Sampling	\$1,000.00
Electrical Power	\$3,000.00
Water/Sewer	\$ 500.00
Phone	<u>\$ 50.00</u>
Total Amount Due This Invoice	\$9,550.00

Triannual O&M Invoice Example

Fair Engineers, Inc.
100 First Avenue
Jackson, MS 39000
601-555-1234

January 1, 2017

Invoice #00001

Client: Gas, Inc.
123 Park Avenue
Natchez, MS 38000
601-555-6789

MGPTF I.D.#00000
Site Name: Bob's Service Station
Location: 88 57th Street
Natchez, MS 38000

Monthly System Use Rate	\$5,000.00
Triannual Operation, Maintenance & Sampling	\$1,000.00
Electrical Power	\$3,000.00
Water/Sewer	\$ 500.00
Phone	\$ 50.00
Laboratory Services	<u>\$2,000.00</u>
Total Amount Due This Invoice	\$11,550.00

APPENDIX C

**Maximum Limits of Reimbursement
For Drilling Services
December 1, 2022**

The maximum limits of reimbursement to the Tank Owner from the Mississippi Groundwater Protection Trust Fund for drilling services are listed below. Drilling must be performed in accordance with the attached "MDEQ Minimum Specifications for Drilling Services" dated July 1, 2005, and the scope of work approved by the MDEQ project manager. Charges for work not in accordance with the minimum specifications or not approved in the scope of work may not be reimbursed. The maximum limits of reimbursement listed below include *all charges, profit, and subsistence*. Any charges above the maximum limits listed below are not reimbursable. These limits apply to all projects performed after December 1, 2022.

1. MOBILIZATION AND DEMOBILIZATION

\$200.00 Flat Fee plus \$6.00/mile up to a total maximum charge of \$2,000 (only one mobilization and demobilization is reimbursable per phase of work).

Mobilization and Demobilization charges will be reimbursed on a charge/mile basis, plus flat fee, and will include the furnishing of all labor, equipment, materials and supplies, and any incidentals necessary to perform and complete the work properly. These charges should include any charges incidental to equipment set-up and removal. This item will also include the costs incurred by the driller with respect to time spent in obtaining and transporting any of the equipment and supplies required for the project to the site and from the site. Only one round trip will be reimbursed from the Mississippi Groundwater Protection Trust Fund (MGPTF) with distances determined by the official Mississippi State Highway map or as determined by the MDEQ contracting officer or his designee.

2. DECONTAMINATION

\$100.00/boring

Reimbursement for this item shall include all charges for materials and equipment including steam cleaners, generators, and tank/water trucks.

3. DRILLING BOREHOLE AND ABANDONMENT

\$40.00/foot

Reimbursement for this item will be based upon actual number of linear feet drilled (augured) as documented by the ERAC's field geologist or engineer and includes all labor, materials, soil/waste handling, split-spoon sampling at five foot intervals, and equipment including jackhammers, air compressors, and hand augers.

4. DRILLING BOREHOLE AND ABANDONMENT

\$40.00/foot

(Including soil disposal)

Reimbursement for this item will be based upon actual number of linear feet drilled (augured) as documented by the ERAC's field geologist or engineer and includes all labor, materials, soil/waste handling, soil disposal, split-spoon sampling at five foot intervals, and equipment including jackhammers, air compressors, and hand augers.

5. ADDITIONAL SAMPLES

\$30.00/additional sample

Reimbursement for this item will be based upon actual number of additional samples collected as documented by the ERAC's field geologist or engineer and includes all labor, soil disposal, equipment, and materials.

- 6. BORING AND 2" WELL INSTALLATION** \$70.00/foot
- The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five-foot intervals, soil/waste handling, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.
- 7. BORING AND 2" WELL INSTALLATION** \$75.00/foot
(Including soil disposal)
- The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five-foot intervals, soil/waste handling, soil disposal, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.
- 8. BORING AND 4" WELL INSTALLATION** \$80.00/foot
- The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five-foot intervals, soil/waste handling, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.
- 9. BORING AND 4" WELL INSTALLATION** \$90.00/foot
(Including soil disposal)
- The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five foot intervals, soil/waste handling, soil disposal, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.
- 10. BORING AND 6" WELL INSTALLATION** \$100.00/foot
- The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five foot intervals, soil/waste handling, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.
- 11. BORING AND 6" WELL INSTALLATION** \$105.00/foot
(Including soil disposal)
- The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five foot intervals, soil/waste handling, soil disposal, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.
- 12. WELL DEVELOPMENT** \$150.00/well
- This item shall include all charges for labor, equipment, water disposal, and product disposal.
- 13. FLUSH MOUNT SECURITY CASINGS** \$250.00/each
- This item shall include all charges for labor, equipment, and materials.
-

Notes:

- 1. Only the above items, not to exceed the above maximum unit rates, are reimbursable for drilling services.*
- 2. Up to an additional \$2.00/ft may be allowed for borings and monitoring wells over 50 feet.*
- 3. Footage for well installation is the actual number of feet from the top of the well casing to the bottom plug.*

**Mississippi Department of Environmental Quality
Minimum Specifications for Drilling Services**

ITEM 1 - MOBILIZATION AND DEMOBILIZATION

The driller should leave the site as clean as when he arrived which includes soil disposal, if necessary.

ITEM 2 - DECONTAMINATION

Prior to mobilization any part of the drill rig and/or equipment that comes in contact with the borehole will be thoroughly cleaned to remove all oil, grease, mud, tar, etc. This cleaning process will consist of scrubbing the equipment with a detergent and tap water then using a high-pressure hot water rinse.

Before drilling each boring, the augers, drilling bits, etc. shall be cleaned by at least using a high-pressure hot water rinse. Special attention should be given to the threaded section of the casing. Petroleum based lubricants shall not be used to prevent binding.

Before taking Shelby tube or split-spoon samples, this and associated equipment shall be minimally decontaminated using the following protocol:

- (1) Cleaned thoroughly with detergent and tap water,
- (2) Rinsed thoroughly with isopropyl alcohol or methanol, and
- (3) Then rinsed thoroughly with distilled water.

ITEMS 3, 4, AND 5 - DRILLING OF BOREHOLES, SPLIT-SPOON SAMPLING, AND ABANDONMENT

Subsurface samples will be collected at five-foot intervals with a cleaned split-spoon or equivalent. Sampling will be carried out to the required depth while using standard ASTM protocols to recover the samples. Borehole abandonment will require grouting by the tremie method (95% Portland cement and 5% bentonite by weight) to begin at the bottom of the boring and proceeds to land surface. The patch at the land surface shall be the same material surrounding the borehole (i.e. asphalt, concrete, etc.).

ITEMS 6, 7, 8, 9, 10, AND 11 - INSTALLATION OF MONITORING WELLS

All monitoring wells shall be at least PVC schedule 40 with 0.010-inch factory slotted screen openings and drilled using hollow stem/Sonic drilling technology. Each screen will be continuously slotted and at least 10 foot in length. The well will consist of a least a schedule 40 (ASTM) body with threaded flush joints. No solvents or lubricating compounds will be used to aid pipe connection. PVC plugs will be threaded onto the bottom of each well screen to prevent the intrusion of filter material. The driller will place the threaded caps onto the well pipe opening at the surface. The well caps shall be watertight and lockable. If the wells are to be less than/greater than standard 4" inside diameter, prior approval from the MDEQ must be granted *before* the wells are installed.

The annular space between the monitoring well and the borehole wall shall be at least 2.0 inches and will be backfilled with a clean medium to coarse grain sand (20/40 sand) to a level approximately 1.0 foot above the top of the screen.

A two-foot bentonite seal of bentonite pellets will be placed immediately above the sand and firmly tamped in place.

The remainder of the annular space should be grouted to land surface with a grout mixture (95% Portland cement and 5% bentonite by weight) to approximately land surface.

ITEM 12 - WELL DEVELOPMENT

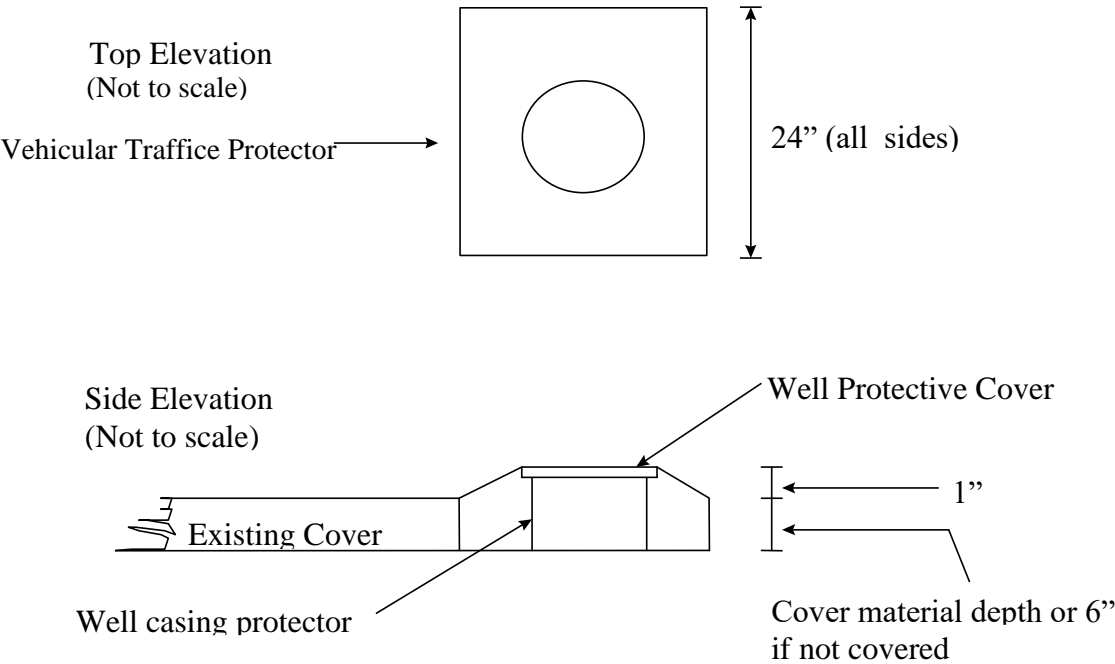
Upon completion of the monitoring well installation, the well should be developed by bailing, pumping, surge block, etc. At least three to five well volumes should be pumped or the well should be pumped dry. The final water from the well should not be turbid. The ERAC's field geologist or engineer shall determine the decision as to when the well is properly developed.

ITEM 13 - FABRICATION/INSTALLATION OF MONITOR WELL HEAD PROTECTION

In most cases the site will utilize concrete or asphalt as a covering material. Before installation of monitor well head protection, the engineer shall review the attached drawing to assure proper excavation prior to the pouring of concrete, which forms the vehicular traffic protector. If the location of the monitor well is within a covered area (asphalt or concrete), the existing surface about the monitor well must be removed utilizing either mechanical sawing or pneumatic hammer equipment to a depth of existing cover and the width and length as specified on the drawing. Loose materials on the exposed earthen surface shall be removed or compacted to assure a smooth surface upon which to pour the concrete mixture. If the monitor well is to be located outside a covered area, the earthen material should be removed using a shovel or pickaxe to a depth of six inches and a width and length as specified on the attached drawing. The monitor well should then be cut to the proper height so that the security casing cover will extend 2 inches above the well casing considering the requirements as outlined in the attached drawing and the security casing set.

The concrete mixture to be used as the vehicular traffic protector shall consist of the addition of five (5) pounds of Portland cement to each 80-pound bag of "Quickcrete" or other commercially available brand concrete mixture when the poured material is to be derived from bagged dry mix. Water should be added to the mixture in an amount necessary for desired consistency before the concrete is poured. If the poured material is to be delivered from a concrete supplier by truck, 2500 psi concrete should be specified. The concrete surface of the protector should then be troweled so that the surface of the concrete on any side of the security casing is flush with the monitor well security casing well cap and mating cover material. A flush mounted protective cover should be installed on the well casing protector to protect the monitoring wells against damage from site activities. The words "Monitoring Well" or a similar designation should be *embossed* on the protective cap.

MONITORING WELLHEAD PROTECTION



APPENDIX D

**Maximum Limits of Reimbursement
For
Geoprobe (or Equivalent) Services**

The maximum limits of reimbursement to the Tank Owner from the Mississippi Groundwater Protection Trust Fund for Geoprobe (or equivalent) services are listed below. The maximum limits of reimbursement listed below include *all charges, profit, and subsistence*. Any charges above the maximum limits listed below are not reimbursable. These limits apply to all projects performed after December 1, 2022 (limited to the approved cost ceiling).

1. MOBILIZATION AND DEMOBILIZATION

\$4.00/mile up to a total maximum charge of \$1,600.00 (only one mobilization and demobilization is reimbursable per phase of work).

Mobilization and Demobilization charges will be reimbursed on a charge/mile basis and will include the furnishing of all labor, equipment, materials and supplies, and any incidentals necessary to perform and complete the work properly. These charges should include any charges incidental to equipment set-up and removal. This item will also include the costs incurred by the driller with respect to time spent in obtaining and transporting any of the equipment and supplies required for the project to the site and from the site. Only one round trip will be reimbursed from the Mississippi Groundwater Protection Trust Fund (MGPTF) with distances determined by the official Mississippi State Highway map or as determined by the MDEQ contracting officer or his designee.

2. BOREHOLE \$25.00/foot

Reimbursement for this item will be based upon actual number of linear feet probed, as documented by the ERAC's field geologist or engineer, and includes all labor, materials, soil disposal, continuous soil sampling, grouting, decontamination, and all equipment.

3. BOREHOLE AND 0.5" OR 1.0" WELL INSTALLATION \$40.00/foot

The charges associated with installing the monitoring wells shall include probing to the required depth, continuous soil sampling, soil disposal, decontamination, and all equipment.

4. WELL DEVELOPMENT \$50.00/well

This item shall include all charges for labor, equipment, water disposal, and product disposal.

5. FLUSH MOUNT SECURITY CASINGS \$175.00/each

This item shall include all charges for labor, equipment, and materials.

*ONLY THE ABOVE ITEMS, NOT TO EXCEED THE ABOVE MAXIMUM UNIT RATES,
ARE REIMBURSABLE FOR GEOPROBE (OR EQUIVALENT) SERVICES.*

APPENDIX E

Remediation System Downtime Summary

Site Name:

Year:

Facility I.D. #

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
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6												
7												
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27												
28												
29												
30												
31												

Total
Monthly
Hours

Total
Monthly
Downtime
Hours

Effective: October 1, 1999

All system downtime must be recorded on this form. The following guidelines must be followed:

1. The runtime for the month starts and ends at 12:00 a.m. (i.e. 12:00 a.m. March 1 through 12:00 a.m. March 31 is the monthly runtime for the month).
2. The total amount of downtime for each day must be recorded in hours under the appropriate day of each month. *Please leave the day field blank if no downtime is recorded for that day/ month.*
3. All consecutive downtime greater than 10 days must be reported to the OPC project manager within 24 hours of the 10th consecutive day of downtime. The notification can be by e-mail or fax. *Failure to notify the project manager within 24 hours of its discovery can result in a \$100.00 per day reduction in reimbursement to the owner until the notification is received.*
4. This form must be included with monthly invoices for system rental. Reimbursement requests will not be processed for monthly invoices without this form completed for the calendar month.
5. The triannual reports will be considered incomplete if this form is not received with each triannual report. The reimbursement to the owner will be *reduced by \$100.00 per calendar day for each day (after the due date) until we receive the form in the triannual report.*
6. One-thirtieth (1/30) of the monthly system use rate shall be deducted from reimbursement for each day (24 hour day rounded to the nearest whole day) of downtime when total downtime for the calendar month equals or exceeds 120 hours. No reduction in reimbursement will occur if the system is down for less than 120 hours. Costs related to system repairs or alterations, due to system malfunction or noncompliance with permits, are not reimbursable.

EXAMPLE FORM:

Remediation System Downtime Summary												
Site Name: ABC Station				Year: 2002				Facility I.D. # 1234				
	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7	13											
8	24											
9	24											
10	24		4									
11	15		24									
12			24									
13			24									
14		24	8									
15		24										
16		3										
17												
18	3											
19	12											
20												
21		18	13									
22			24									
23			24									
24			24									
25	4		9									
26												
27												
28												
29												
30												
31												
Total Monthly Hours	744	672	744									
Total Monthly Downtime Hours	119	69	178									

Produced by the Mississippi Department of Environmental Quality, Office of Pollution Control,
P.O. Box 2261, Jackson, MS 39225-2261 / (601) 961-5171

Remediation System Downtime Summary

(Two Pump System)

Site Name:

Year:

Facility I.D. #

	January		February		March		April		May		June	
	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2
1												
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31												
Total Monthly Hours												
Total Monthly Downtime Hours												

Remediation System Downtime Summary

(Two Pump System)

Site Name:

Year:

Facility I.D. #

	July		August		September		October		November		December	
	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2
1												
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30												
31												
Total Monthly Hours												
Total Monthly Downtime Hours												

Effective: August 1, 2005, for **two pump systems**

All system downtime must be recorded on this form. The following guidelines must be followed:

1. The runtime for the month starts and ends at 12:00 a.m. (i.e. 12:00 a.m. March 1 through 12:00 a.m. March 31 is the monthly runtime for the month).
2. The amount of downtime for each vacuum pump for each day must be recorded in hours under the appropriate day of each month. Please leave the day field blank if no downtime is recorded for that day/month.
3. All consecutive downtime greater than 10 days must be reported to the MDEQ project manager within 24 hours of the 10th consecutive day of downtime. The notification can be by e-mail or fax. **Failure to notify the project manager within 24 hours of its discovery can result in a \$100.00 per day reduction in reimbursement to the owner until the notification is received.**
4. This form must be included with monthly invoices for system rental. Reimbursement requests will not be processed for monthly invoices without this form completed for the calendar month.
5. The triannual reports will be considered incomplete if this form is not received with each triannual report. The reimbursement to the owner will be **reduced by \$100.00 per calendar day for each day (after the due date) until we receive the form in the triannual report.**
7. One-thirtieth (1/30) of the monthly system use rate shall be deducted from reimbursement for each day (24 hour day rounded to the nearest whole day) of downtime when total downtime for the calendar month equals or exceeds 120 hours. No reduction in reimbursement will occur if the system is down for less than 120 hours. Costs related to system repairs or alterations, due to system malfunction or noncompliance with permits, are not reimbursable. Further, significant downtime (240 hours or more in a calendar month) will result in a reduction of the amount of reimbursement for operation and maintenance of the remediation system. For two pump systems, the deduction for downtime shall be one-sixtieth (1/60) of the monthly rental for each pump down 120 hours or more.