



REQUEST FOR QUALIFICATIONS

**PART A: PRE-SITE RESTORATION SERVICES and
PART B: SITE RESTORATION SERVICES (Construction Management at Risk)**

Orphaned Well Site Remediation and Restoration Management

Project No. 431-PA27-001

May 22, 2026

REQUEST FOR QUALIFICATIONS

**PART A: PRE-SITE RESTORATION SERVICES and
PART B: SITE RESTORATION SERVICES (Construction Management at Risk)**

Orphaned Well Site Remediation and Restoration Management

May 22, 2026

ISSUED BY: State of Louisiana
Department of Conservation and Energy
Oilfield Site Restoration Program
LaSalle Building
617 North Third Street, 9th Floor
Baton Rouge, LA 70802

SEALED “PROPOSALS” (Statements of Qualifications) will be received until **12:00 p.m. local time, Monday, June 26, 2026**, for furnishing the work described herein. The **“PROPOSAL”** package must be labeled **“PART A: PRE-SITE RESTORATION SERVICES and PART B: SITE RESTORATION SERVICES (Construction Management at Risk), well site remediation and restoration management**

– State Project No. 431-PA27-001 and shown clearly on the outside of the package. Deliver Proposals to the address listed above.

In compliance with this Request for Qualifications and with all Conditions imposed herein, the undersigned offers and agrees to furnish services in accordance with the attached signed Proposal.

I certify that I have read and understand this Request for Qualifications and am duly authorized to sign this Proposal for the Proposer. I certify that the language in this document has not been altered in any way and appears as originally transmitted by the issuing authority.

NAME AND ADDRESS OF FIRM (PROPOSER):

_____ DATE: _____
_____ BY: _____
_____ NAME: _____
_____ TITLE: _____
_____ PHONE: _____
_____ FAX: _____

The PROPOSAL package shall include one (1) manually signed original, five (5) complete hardbound copies, and one (1) USB drive (Proposal and all attachments) in PDF format.

REQUEST FOR QUALIFICATIONS

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PART B: SITE RESTORATION SERVICES (Construction Management at Risk)**

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PART B: SITE RESTORATION SERVICES (Construction Management at Risk)**

Orphaned Well Site Remediation and Restoration Management – Project No. 431-PA27-001

May 22, 2026

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1.0 GENERAL INFORMATION

1.1 INTRODUCTION AND PURPOSE

The purpose of this Request for Qualifications (RFQ) is to solicit Proposals (Statements of Qualifications) from qualified Project Managers to establish contracts for Part A: Pre-Site Restoration Services and Part B: Site Restoration Services (Construction Management at Risk) for the State of Louisiana (herein defined as “State”). The State intends to contract with a qualified Pre-Site Restoration Manager (PSRM) to provide Pre-Site Restoration Services and a Site Restoration Manager at Risk (SRMR) to provide project management services including guaranteeing the maximum cost of project work through a Guaranteed Maximum Price contract (GMP). The contracting of Part B: Site Restoration Services with the successful Pre-Site Restoration Manager will be a State option. Selection of the PSRM/SRMR will be a selection method based on the Criteria Evaluation and Scoring addressed in Section 5 of this RFQ. The State seeks a qualified PSRM / SRMR to coordinate the day-to-day facilitation, communication and management of Pre-Site Restoration Design Assist and the Management of this project for the various components described in this RFQ. It is anticipated that the SRMR will be responsible and accountable to manage several second-tier contractors.

The State is utilizing the Construction Management at Risk (CMAR) delivery method system based on the authority provided in R.S. 30:86(E)(7) and 92(C) and R.S. 38:2225.2.4 in order to undertake Orphaned Well Site Remediation and Restoration.

- Funds Utilized for this Project include:
 - Infrastructure Investment and Jobs Act (“IIJA”) funding, which necessitates meeting federal requirements and guidance.
 - Orphan Site Restoration Program (OSR) state funds, which necessitates meeting state requirements and guidance.

This project will be complex, require collaboration and cost control, and have a relatively short deadline by which work must be completed. These requirements, additional requirements for federal funds, and the volume of work to be done recommend utilization of the CMAR procurement method.

Because CMAR is normally utilized for construction projects as opposed to procurement of the services outlined in this RFQ, the terminology used in R.S. 38:2225.2.4 is not necessarily descriptive of the State or management services contractor under this request. Therefore, those terms found in R.S. 38:2225.2.4 may be modified throughout this request to apply the analogous parties and activities for this RFQ. For instance, use of the term State or LDCE herein may take the place of the term “Owner.” Likewise, Site Restoration may take the place of the term “Construction,” with Pre-Site Restoration Manager and Site Restoration Manager at Risk replacing “Pre-Construction Manager” and “Construction Manager at Risk.” Finally, “Engineer of Record” shall have the same meaning as “Architect of Record” or “Design Professional.” Despite this, the terms utilized for CMAR contracts may be used within this RFQ and should be interpreted as having the meaning of their analogous terms mentioned herein. A complete description of these terms is found in the *Definitions* section of this RFQ. Finally, in compliance with the specific requirements of the Oilfield Site

Restoration Act (R.S. 30:80, et seq.) other changes to the normal CMAR requests and requirements are made throughout.

The State has determined the CMAR delivery method of procurement is in the public interest and beneficial to the Owner because of the number of wells to be plugged and remediated and the limited nature of the orphan well funding necessitating a “best value” approach.

The expectation is that State will utilize two different SRMRs for this project and for Project No. 431-PA27-002, though State recommends interested proposers apply for both. During Pre-Site Restoration Services, should the Site Restoration Manager and State be unsuccessful at arriving at an agreed to GMP, the Pre-Site Restoration Services Agreement shall be terminated. In accordance with R.S. 38:2225.2.4 subparagraph G.(6):

“If owner and the CMAR contractor are not able to agree upon constructability, construction phasing and sequencing, the GMP for the project, the maximum number of contract days to complete the project, and to reach a negotiated agreement, then the project shall be readvertised and publicly bid utilizing the design-bid-build delivery method, provided the CMAR contractor shall be prohibited from bidding on the project.”

1.2 GENERAL DESCRIPTION AND BACKGROUND

The project encompasses the management and execution of plugging, abandonment, and remediation activities for orphaned wells and associated sites and facilities located within LDCE’s Monroe District, with the option to include additional sites in the Lafayette District.

The PSRM/SRMR is responsible for developing a comprehensive execution plan for a project valued at more than \$15 million. This plan must address wells in both the Monroe District and the alternate wells located in the Lafayette District. The SRMR will provide a separate, district-specific quote for each scope of work.

In the event a proposer submits Proposals for this Project and for Project No. 431-PA27-002, a Proposal for the alternate Lafayette package should be included in both CMAR RFQ Proposals. The selection committee will evaluate all bidder Proposals and provide a recommendation regarding whether the SRMR should proceed with execution of the alternate wells.

Wells included in the Monroe District scope are listed in *Exhibit 6*, and wells associated with the Lafayette District are listed in *Exhibit 7*.

At the sole option of the State the project may be expanded to include the plugging, abandonment, and remediation of orphaned wells and associated sites and facilities located in any of the LDCE Districts.

The PSRM team shall assist the Design Professional in confirming the overall scope, timeline, and cost for the oilfield site plugging, abandonment, remediation, and required environmental sampling, reporting, and other surveys.

FOR FEDERAL PROJECTS ONLY: In addition to the site restoration work typically performed by a contractor for the orphaned well program, this project will include meeting those requirements and recommendations set forth in the U.S. Department of Interior's IJA Guidance in *Exhibit 11* ("DOI Guidance").

The SRMR shall be responsible for all coordination between the State, the design team, other contractors of the State, and other stakeholders identified by State (Project Team).

The SRMR shall determine whether certain elements of the entire project can be completed simultaneously. The SRMR shall consider the State's priority in overall schedule and completion of the various subparts / phases and be responsible for making final determinations on scheduling, and the management of all aspects of the plugging, remediation, environmental sampling, reporting, and survey activities with the goal being the delivery of the subparts/ phases in a timely manner so as to allow the State to meet deadlines set out by funding source requirement.

1.3 WORK TO SUPPORT AN ACCELERATED START

It is anticipated that Advanced Project Start (APS) activities may be amended into / become part of the Part A: Pre-Site Restoration Services contract accompanied by a mutually agreed to increase / adjustment to the Pre-Site Restoration fee / contract amount and contract time. APS will primarily include long-lead permitting, pit/environmental sampling, and other specified site or well surveys. APS may also include orphaned site restoration and remediation.

1.3.1 LONG LEAD EQUIPMENT

The PSRM shall identify long-lead items (i.e. methane monitoring equipment, cement, downhole equipment, staffing) for inclusion in the APS activities. The PSRM team will work with the LDCE to determine what long lead items and measurement processes are required.

1.3.2 OTHER SITE SURVEYS

Other site surveys may include, among other things, Coastal Use Permits, U.S. Army Corp of Engineers permits, certain downhole surveys, visual site inspections, surveys of nearby residences, and surveys to identify nearby potential contamination pathways.

1.3.3 ORPHANED SITE RESTORATION

Plugging and abandonment of orphaned wells, removal of associated facilities, equipment and debris and site restoration consistent with the requirements set forth in this RFQ and Contract Documents.

1.3.4 LONG-LEAD PERMITTING

Long-lead permitting, such as but not limited to compliance with Louisiana's State and Local Coastal Resources Management Act, Louisiana Department of Environmental Quality, and U.S. Army Corps of Engineers regulatory requirements.

1.3.5 PIT SAMPLING/ENVIRONMENTAL SAMPLING

Sampling of environmentally impacted areas on or near orphan wells sites, including but limited to: pits, tank batteries, and visually impacted environmental damage.

1.3.6 CARBON CREDITS/SALVAGE

PSRM / SRMR may pursue salvage value and/or carbon credits associated with wells abandoned using federal funding. In such cases, the SRMR will be required to adjust the billed amounts accordingly or provide an equivalent contingency credit reflecting the value derived from salvage or carbon credit transactions. If SRMR intends to pursue carbon credits under this project, such intent must be disclosed in the submitted Proposal. While the value of potential carbon credits will not be considered in contractor selection, the evaluation committee may consider the approach as an innovative element of the proposal. SRMR shall furnish all supporting documentation, including invoices, receipts, and complete transactional records, to substantiate any such credits or salvage value.

1.4 STATEMENT OF NEEDS

1.4.1 PROJECT TEAM

1.4.1.1 The State will have a primary representative for the Project who will provide oversight and assist in all matters of project coordination and decision-making. The State plans to coordinate with, as part of the Project Team, State contractors and partners.

1.4.1.2 Pre-Site-Restoration Manager (PSRM)/Site-Restoration Manager at Risk (SRMR) shall have key representatives residing for the length of the project within close proximity to the work sites or a maximum of a two-hour driving time from the sites.

1.4.1.3 SRMR has or will contract for complete project management, field personnel, engineering, environmental, and other professional services.

1.4.1.4 At this time, the State intends to utilize an accelerated selection process to procure Site Restoration Management at Risk Services. The initial phase (Part A: Pre-Site Restoration Services - AIA A133 -2019 as modified by State) will bring the successful proposer into the Project Delivery Team as a Pre-Site Restoration Manager (PSRM) providing advice, estimating support, analyses, scheduling support, site logistics, bid trade strategy, provision of a Control Estimate, work to support Accelerated Activities referenced in paragraph 1.3 if utilized and other services. The second phase

(Part B: Site-Restoration Services AIA A133-2019 as modified by State) shall be contracted separately to negotiate a Site Restoration Manager at Risk Agreement. For the Pre-Site Restoration Manager to be invited to sign a Part B: Site Restoration Services (Construction Manager at Risk) contract, State will need to be convinced that the State has received excellent service and competitive pricing during the Pre-Site Restoration phase and that the State reasonably expects to receive the same in the Site Restoration Phase. State reserves the right to award the Part B: Site Restoration Services contract.

1.4.1.5 After the selection of the Pre-Site Restoration Manager (PSRM) but prior to the selection or confirmation of the Site Restoration Manager at Risk (SRMR) and the issuance of the Part B: Site Restoration Services Contract, State desires to implement a process for prequalification, selection and/or confirmation of Key Subcontractors. The Key Subcontractor prequalification, selection/ confirmation process is anticipated to involve the entire Project Delivery Team, including the PSRM and others to arrive at a selection method that will:

1.4.1.5.1 Encourage participation of qualified Local (domiciled within the State of Louisiana, and Veteran-Owned Firms.

1.4.1.5.2 Ensure a cultural fit for Project and Project Delivery Team.

1.4.1.5.3 Ensure that State's Key Project Values are achieved (See *Exhibit 2*).

1.4.1.5.4 Ensure alignment with relevant sections of AIA A133-2019, as modified by State, and AIA A201-2017, as modified by State, included by attachment to this RFQ.

1.4.1.6 The Pre-Site Restoration Manager (PSRM) and Site Restoration Manager at Risk (SRMR) will be integral member(s) of the Project Delivery Team and accordingly will be actively involved in all aspects of design assistance, value engineering, creative problem solving related to the project and post Project monitoring or surveys. PSRM/SRMR shall provide detailed design review(s) for Project work, analysis and recommendations regarding the performance of the design in relationship to quality, budget confirmation, phasing determinations, and schedule compliance all in a collective effort to deliver the most cost-effective project. In providing services to the State, the PSRM/SRMR shall cooperate with and maintain a high degree of professionalism with the entire Project Delivery Team.

1.4.2 DESCRIPTION OF PRE-SITE RESTORATION AND SITE RESTORATION MANAGEMENT SERVICES

In accordance with the Part A: Pre-Site Restoration Services agreement, it is expected that the successful Proposer will provide Pre-Site Restoration design-assist services. Based on the performance of the Site Restoration Manager during Part A: Pre-Site Restoration Services, the State will have the option to contract Part B: Site Restoration Services (Site Restoration Management at Risk) with the Proposer.

The Part A: Pre-Site Restoration Services and Part B: Site Restoration Services Agreement (AIA A133-2019 as modified by the State) is attached as *Exhibit 8* to this RFQ. PSRM/SRMR services are divided into phases or parts, but the services described under each phase may overlap and apply to preceding or subsequent phases as well. The two (2) Project phases or parts are more fully described in *Exhibit 3*, Pre-Site Restoration Services Scope of Work and *Exhibit 4*, Site Restoration Services (Site Restoration Manager at Risk) Scope of Work, in this solicitation.

2.0 ADMINISTRATIVE INFORMATION

2.1 DEFINITIONS

2.1.1 DEFINITIONS FOR REQUEST OF QUALIFICATIONS

For purposes of this Request for Qualifications, the following words and terms shall have the meaning specified below:

1. **Agreement** shall mean the terms and conditions outlined in the Pre-Site Restoration / Site Restoration Management Agreement (AIA A133-2019 as modified by State) or contract; the form of the Agreement that is included as *Exhibit 8* of this RFQ.
2. **Available Funds for Construction (AFC)** shall mean the total not-to-exceed budget for the sum of all parts of the Program, which is estimated to exceed \$15,000,000.00.
3. **BOP Test** This test is to verify the good working condition of the BOP. The hydraulic closure system on the preventers must be operational at all times. Pressure test to qualify integrity of BOP body, connection to wellhead, and seal of blind or pipe ram elements. A retest is required each time the BOP stack is removed and subsequently reinstalled on the well.
4. **Commencement of Work** Physically and actively performing the scope of work contained in this RFQ, such as pre-plugging methane monitoring, closing a pit or plugging a well. This definition does not include moving equipment on to the location or “visiting” the location.
5. **Community** either a group of individuals living in geographic proximity to one another, or a geographically dispersed set of individuals (such as migrant workers or Native Americans), where either type of group experiences common conditions.
6. **Confirmatory Clean Soil Sample** A homogenous, representative soil sample taken at the excavated surface of any pit or production facility containment area in which the pre-closure soil analysis provided by LDCE did not meet LAC 43:XIX.311 and 313 closure requirements.

7. **Design Professional** shall mean the Orphan Sites Administrator retained by the State to provide design services for the Project, including its agents and representatives. Referred to as “Engineer of Record”.
8. **Design Assist** shall mean the role of the PSRM in the design process in making early determinations regarding means / methods, cost analyses, selection of subcontractors (plugging companies, environmental services companies, etc.) prior to the completion of the contract documents in order to assist the design team with field work issues, conflict resolution amongst the various trades, selection of long-lead-time equipment items and alignment of the design and program scope within an established budget.
9. **Facility** The aggregate of vessels, separators, heaters, tanks, treaters, etc. (commonly referred to as production equipment), utilized in the producing and processing of effluents from a well.
10. **Federal Wells** Orphaned wells and well sites on Federal land are considered “Federal wells” and are eligible for funding under the Sec. 40601(b) Federal Program. Orphaned wells-and well sites associated with such wells-that were drilled subject to a federal permit to drill may be considered Federal wells eligible for funding under the Sec. 40601(b) Federal Program.
11. **General Conditions** shall mean those services and associated costs as defined in AIA A201-2017 (as modified by State), *Exhibit 9* of this RFQ.
12. **Guaranteed Maximum Price (GMP)** shall mean the total maximum contracted amount for the entire project assigned to the SRMR.
13. **Key Subcontractor** shall mean any vendor with a direct contractual relationship under the selected SRMR.
14. **Local Firm** shall mean any firm with headquarters in the State of Louisiana.
15. **Orphan Well** A well which has been orphaned pursuant to the provisions of R.S. 30:80 et seq.
16. **State** shall mean The State of Louisiana, Department of Conservation and Energy (LDCE), including its agents and representatives.
17. **Pits** A natural topographic depression or man-made excavation used to hold produced water or other E&P waste. See LAC 43:XIX.301, et seq. (Oilfield Pit Regulations).
18. **Pre-Site Restoration Manager (PSRM)** shall mean the successful Proposer contracted to provide Pre-Site Restoration Management Services for the Project.
19. **Plug and Abandon** the date the well is cut and capped, or casing is cut at specified depth below mud line.
20. **Procedures** A detailed description of the work plan by which the contractor intends to carry out the scope of work.

21. **Project** shall mean the design, plugging, remediation, and restoration of Project Sites, including required monitoring, data collection and reports.
22. **Project Team or Project Delivery Team** shall mean the State, Design Professional, Methane Emissions Contractor, Orphan Site Administrator, Pre-Site Restoration Manager, Site Restoration Manager at Risk and their respective agents and representatives.
23. **Proposal(s)** shall mean a written Proposal (or Statement of Qualifications) based on the terms and conditions contained in this RFQ for the selection of a Pre-Site Restoration Manager / Site Restoration Manager at Risk to provide Pre-Site Restoration Services and, at State's option, Site Restoration Services (Site Restoration Management at Risk) for the Project.
24. **Proposal Due Date** shall mean the date established in the RFQ.
25. **Proposer(s)** shall mean those entities or persons submitting a Proposal for this RFQ, including their agents and representatives.
26. **RFQ** shall mean this Request for Qualifications, including all addenda, attachments, and exhibits thereto.
27. **Selection Review Committee** shall mean a group of individuals appointed by the State to review RFQ Proposals, score the proposers and recommend the best-qualified firm(s) for PSRM and SRMR services.
28. **Site** The confines established for a specific well or group of wells and associated pits, tank batteries, and facilities.
29. **Site Restoration Manager** shall mean the Pre-Site Restoration Manager (during the Pre-Site Restoration Phase) and the Site Restoration Manager at Risk (during the Site Restoration Phase).
30. **Site Restoration Manager at Risk (SRMR)** shall mean the successful proposer contracted to provide overall Site Restoration Management at Risk services for the Project.
31. **Subcontractor** Any individual, firm, partnership, corporation, or combination of the two or more firms or corporations acting jointly, that are bound contractually to the contractor to perform portions of this work.
32. **Tank Battery** An area allocated in the general proximity to well sites for the purpose of containing hydrocarbons and produced water in storage tanks. It is normally bordered by containment dikes/levees. A tank battery may or may not have existing storage tanks.

2.2 EXPECTED TIME PERIOD FOR CONTRACT

The period of any contract resulting from this RFQ is tentatively scheduled to begin with the award of the Part A: Pre-Site Restoration Services contract and extend through the Part B: Site Restoration Services contract one-year contractor warranty period and formal

closeout of the Project. The Part A: Pre-Site Restoration design-assist contract shall be a total of 60 calendar days, with an option to extend, at the State's sole discretion, for up to an additional 30 days, and commences at SRMAR pre-site restoration design-assist kickoff meeting and extend through the delivery of the GMP Proposal.

2.3 RFQ COORDINATOR

Request for copies of the RFQ and written questions must be directed to the RFQ Coordinator below.

Roby Fulkerson
Chief of Staff, Office of Permitting and Compliance
State of Louisiana Dept. Conservation and Energy
LaSalle Building
617 North Third Street
Baton Rouge, LA 70802
Email: Roby.Fulkerson@la.gov

The RFQ is posted in electronic format at the LDCE website at <https://www.dce.louisiana.gov/page/iija-orphaned-well-projects>

2.3.1 Only the person identified above or his designee has the authority to officially respond to Proposer's questions on behalf of the LDCE, including during the Blackout Period. Any communications from any other individuals are not binding on LDCE.

2.4 ISSUANCE

The RFQ is being issued by the State of Louisiana, Department of Conservation & Energy, Office of the Secretary.

2.5 SCOPE

This document contains instructions governing the Proposal (Statement of Qualifications) submittal; the submittal format, and the material contained therein; product requirements, evaluation criteria; and contractual terms and conditions.

2.6 INQUIRIES

The State will consider Proposer inquiries / questions regarding RFQ requirements, Scope of SRMR Services, or Program submitted in writing to the email address listed in Section 2.3 herein, so long as such inquiries / questions are received by no later than 4:00 p.m. on June 15, 2026. A mandatory meeting is scheduled for June 15, 2026 at 12:00 p.m. in the LaBelle Room on the first floor of the LaSalle Building located at 617 North 3rd Street, Baton Rouge, Louisiana 70802. Inquiries /questions regarding RFQ requirements, Scope of SRMR Services, or Program may be asked on the record. The State reserves the right to modify this RFQ should modification be in the best interest of the State.

2.7 COMMUNICATIONS

From the issuance of this RFQ until the Part A: Pre-Site Restoration Services contract award, communications concerning this solicitation, its evaluation, and negotiations are

formal. All correspondence must be in writing and transmitted directly to the individual shown above in Section 2.3 of this section. Proposers are not permitted to ask questions about other competitor Proposals, equipment, or services, or to seek information from State of Louisiana personnel, design team or their consultants, or the RFQ coordinator regarding this RFQ or the evaluation results. If a proposer is approached by State of Louisiana personnel other than the RFQ Coordinator with information or questions concerning this RFQ, the proposer shall immediately contact the RFQ Coordinator listed above for direction. Failure to abide by this formal communication requirement may cause the State of Louisiana to disqualify your firm's Proposal from further consideration.

2.7.1 BLACKOUT Period: May 22, 2026 – July 16, 2026

The Blackout Period is a specified period of time during a competitive procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any Department of Conservation and Energy employee or Contractor of the Department of Conservation and Energy involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Department of Conservation and Energy employees, but also to any Contractor of the Department of Conservation and Energy. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this RFQ's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded.

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

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the Department of Conservation and Energy in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

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

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

- Duly noticed site visits and/or conferences for Bidders or Proposers;
- Oral presentations during the evaluation process; or
- Communications regarding a particular solicitation between any person and staff of the Department of Conservation and Energy provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not

include any substantive matter related to the particular procurement or requirements of this RFQ.

2.8 ADDENDA TO RFQ

Addenda to this RFQ may be issued by State by posting on C&E website by no later than 12:00 p.m., June 18, 2026.

2.9 SCHEDULE OF ACTIVITIES

RFQ Posted to LDCE Website / Issued	May 22, 2026
Blackout Period Begins	May 22, 2026
Mandatory Meeting	June 15, 2026
Deadline for Inquiries / Questions	June 15, 2026
Deadline for Addenda to RFQ	June 18, 2026
Proposals (Statements of Qualifications) due no later than 12:00 p.m.	June 26, 2026
Committee Review of Proposals / PSRM Selection	June 26, 2026 through July 16, 2026
LDCE Approval of Contract Award	July 16, 2026
PSRM selection announcement Target Date	July 16, 2026
PSRM pre-site restoration design-assist kickoff meeting Target Date	July 27, 2026

Note: The State of Louisiana reserves the right to amend and/or change this schedule of RFQ activities, as it deems necessary.

2.10 CONTRACTUAL DOCUMENT

This RFQ and the selected Proposal will become the basis for the development of the legally binding Agreement (contract) between State and Proposer. In the event the services should fail to meet the standards as specified in the Proposer's Proposal, State reserves the right to terminate and cancel the contract.

2.11 REPORT DISCREPANCIES, ERRORS AND OMISSIONS

If a Proposer discovers any discrepancy, error or omission in this RFQ or any Exhibits, the State shall be notified immediately via email as provided in Sections 2.3 and 2.6 and if necessary, a written clarification, notification, and/or addenda will be posted to the LDCE website. No Proposer will be entitled to additional compensation for any error or discrepancy that appears in this RFQ.

2.12 EXCEPTIONS TO TERMS AND CONDITIONS

The Agreement between the State and the Proposer arising from this selection process shall be based solely on the terms and conditions as outlined within this RFQ, including all related exhibits. However, State reserves the right to negotiate the terms of the Agreement, General Conditions and/or Services as generally referred to in this RFQ prior to execution of the contract.

3.0 PROPOSAL INFORMATION

3.1 MINIMUM QUALIFICATIONS OF PROPOSER

In order for Proposer to be considered for this engagement, Proposer, including any member of their team, must meet the following minimum qualifications. Proposers who do not meet the minimum requirements may result in a determination of non-responsive. Proposers must be able to document:

1. A minimum of five (5) years of experience as a Project Manager, oilfield site plugging and restoration manager, Engineering Firm, or other company having a portfolio consisting of a minimum of three (3) projects of similar scope or separate projects that include components of this portfolio (i.e. well plugging and abandonment, oilfield remediation, other environmental remediation, large project management, etc.).
2. Projects must have had activity within the past ten (10) years. Projects completed or currently underway are acceptable.
3. Proposer shall certify that the legal entity signing any contract emanating from this RFQ, or a member of their team, holds all licenses required under Louisiana law for the activity or activities they will perform under this contract.
4. If the Proposer is a Joint Venture (JV) or other combination of two or more firms, each of the firms must hold the required license(s) required for the activity or activities they will perform under this contract.
5. Attend the mandatory meeting scheduled for June 15, 2026 at 12:00 p.m. in the LaBelle Room on the first floor of the LaSalle Building located at 617 North 3rd Street, Baton Rouge, Louisiana 70802.

3.2 GENERAL REQUIREMENTS

Proposers interested in providing services under this RFQ must submit a Proposal containing the information specified in Section 4.0. The fully completed Proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFQ Coordinator designated above by the deadline date specified in the Schedule of Activities. Fax or e-mail submissions are not acceptable. To be considered for selection, Proposers must submit a complete response to this RFQ consisting of one (1) manually signed original, five (5) complete hardbound copies, and one complete copy in PDF format on a USB drive to the RFQ Coordinator.

Each copy of the Proposal should be bound in a single volume. All information requested should be submitted; failure to submit all requested information may result in an unfavorable evaluation or rejection of the Proposal. Documentation submitted with the Proposal should be bound in that single volume. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal are not required.

It is solely the responsibility of each Proposer to ensure that his/her Proposal is delivered at the specified place prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFQ.

3.3 DETERMINATION OF RESPONSIBILITY

Determination of a Proposer's ability and responsibility relating to this RFQ shall be made according to the standards set forth in LAC 34:136. The State must find that the Proposer:

- Has adequate financial resources for performance or has the ability to obtain such resources as required during performance.
 - This includes, but is not limited to: payment of subcontractors within thirty (30) days of work completion. Payment of subcontractors shall not be dependent on the State/Owners payments.
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- Is able to comply with the proposed or required time of delivery or performance schedule.
- Has a satisfactory record of integrity, judgment, and performance.
- Is not otherwise obligated to perform any of the work included within this RFQ under Federal or State laws, regulations, or by agreement.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Complete periodic reporting utilizing templates approved by the State.

Proposer should ensure that his/her Proposal contains sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.4 RFQ ADDENDA

The State reserves the right to revise the Schedule of Activities or revise any part of the RFQ by issuing Addenda to the RFQ up to 120 hours prior to the deadline for receipt of Proposals. If an addendum is issued within less than 120 hours of the Proposal deadline, an appropriate time extension for submission of Proposals will be granted.

3.5 WAIVER OF ADMINISTRATIVE INFORMALITIES

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

3.6 PROPOSAL REJECTION

The issuance of this RFQ in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or in part, all Proposals submitted and/or cancel the announcement if it is determined to be in the State's best interest.

3.7 WITHDRAWAL AND RESUBMISSION OF PROPOSAL

A Proposal may be withdrawn at any time up to the date and time the Proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFQ coordinator.

3.8 SUBCONTRACTING INFORMATION

The State shall have a single prime Pre-Site Restoration Manager/Site Restoration Manager at Risk as the result of any contract negotiation, and that single prime PSRM/SRMR shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, a Proposer may enter into subcontractor agreements in accordance with the

subcontractor selection goals outlined in section 1.4.1.5 of this RFQ; however, a Proposer should acknowledge in its Proposal total responsibility for the entire contract.

If the Proposer intends to subcontract portions of the site restoration management services or to form a joint venture or other project-specific entity, the Proposer should identify each subcontractor or venture partner known at the time of the Proposal submission and should include specific designations of the tasks to be performed by the subcontractor or venture partner. Information required of the Proposer under the terms of this RFQ is also required for each subcontractor or venture partner. Unless provided for in the contract with the State, the prime Site Restoration Manager at Risk shall not contract with any other party than those named for furnishing the work and professional services herein contracted for without the express written approval of the State.

3.9 OWNERSHIP OF PROPOSAL

All materials submitted in response to this request become the property of the State. Selection or rejection of a Proposal does not affect this right.

3.10 PROPRIETARY INFORMATION

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a Proposal identified as such must be clearly marked in the Proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1, et seq., and applicable rules and regulations. Any Proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 COST OF PREPARING PROPOSALS

Costs associated with developing the Proposal, preparing for interviews/presentations, and any other expenses incurred by the Proposer in responding to this RFQ are entirely the responsibility of the Proposer. The State shall not be held liable for the reimbursement of any of these costs.

3.12 ERRORS AND OMISSIONS IN PROPOSALS

The State will not be liable for any errors and/or omissions in Proposals. The State reserves the right to make corrections or amendments due to errors identified in Proposal(s) by State or Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.13 CONTRACT AWARD AND EXECUTION

The State reserves the right to enter into an Agreement (contract) based on the initial offer received without further discussion of the Proposal submitted. The State reserves the right to contract for all or a partial list of services offered in the Proposal.

The RFQ and Proposal of the selected proposer will become part of the contract initiated by the State. In case of any discrepancy between the documents, the order of precedence will be as follows: AIA A133-2019 Standard Form of Agreement Between State and Site Restoration Manager where the Site Restoration Manager is also the Site Restorer, as modified by the State, AIA A201-2017 General Conditions of the Contract, as modified by the State, State's Site Restoration Documents, inclusive of drawings, addenda during Proposal period and acknowledged by Proposers, Project Manual including the

Specifications, all exhibits, instructions, provisions, amendments, and post-bid addenda attached thereto, State's RFQ with addenda, followed by the Proposal.

It is State's specific intent that the only terms and conditions with the successful proposer shall be those contained within this RFQ, including exhibits provided, however, that State reserves the right to change the terms of the Agreement (contract) and General Conditions attached to this RFQ prior to execution.

3.14 CODE OF ETHICS

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Code of Government Ethics (La. R.S. 42:1101, et seq.) if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics. Proposers are required to disclose any and all conflicts of interest or issues that could reasonably be perceived as conflicts of interest.

3.14.1 CONFLICT OF INTEREST: No employee, officer, or agent of the Contractor shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, board member or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. A corporation which employs, or is about to employ one of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub agreements.

The Contractor's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub recipient or impair its objectivity in performing the contract work. The Contractor shall disclose to the Department of Conservation and Energy any known or reasonably knowable conflicts of interest.

4.0 RESPONSE INSTRUCTIONS

4.1 PROPOSAL SUBMISSION

Proposals must be received on or before the date and time specified in the Schedule of Activities. Proposers should allow sufficient mail delivery time to ensure receipt by the time specified. The Proposal package must be delivered at the proposer's cost to the RFQ Coordinator listed above. It is solely the responsibility of each Proposer to verify that his/her Proposal is delivered at the specified place prior to the deadline for submission. Proposals that are not received timely will not be considered.

4.2 PROPOSAL FORMAT

The State requires that Proposal package be submitted to the RFQ Coordinator at the address specified. The Proposal package shall contain one (1) manually signed original clearly marked or differentiated from the other copies of the Proposal, five (5) complete hardbound copies, and one (1) complete copy on USB drive in PDF format. The original will be retained for incorporation by reference in any contract resulting from this RFQ. In the event the Proposer declares any portion of the Proposal as proprietary or confidential, then the Proposer shall also include one complete copy with such portions of the Proposal redacted.

Proposal must be signed by company official(s) or agent(s) duly authorized to sign Proposal or contracts on behalf of the organization.

Proposal should not be more than fifty (50) pages in length and be no smaller than 11-point type. The page limit excludes the table of contents, cover letter, resumes, covers, tabs, dividers and any State requested attachments. A page is defined as one 8 ½” x 11” page printed on one side. Printing on both sides is considered two pages. All pages should be numbered.

4.3 SPECIFIC REQUIREMENTS

The following components are to be considered as contents for a complete submittal. State intends to evaluate and compare only Proposals that substantially conform to the terms and conditions of this RFQ. State reserves the right to reject any and all Proposals and to waive any informality. The Proposal response should be presented and submitted under tabs as noted below.

TAB 1: SIGNED COVER LETTER AND ACKNOWLEDGEMENT OF ADDENDA

A signed cover letter requesting consideration regarding these SRMR services. The cover letter should be limited to one (1) page.

TAB 2: PROPRIETARY INFORMATION

State if any information contained in this Proposal response is being declared proprietary as discussed in Section 3.10 of this RFQ.

TAB 3: EXECUTIVE SUMMARY

Provide a brief summary of the Proposal’s contents, emphasizing any unique aspects or strengths of the Proposal. The executive summary should be limited to three (3) pages.

TAB 4: BUSINESS ORGANIZATION AND HISTORY OF THE FIRM

Provide a narrative on the history of the firm including years in business and the depth of resources to provide Pre-Site Restoration and Site Restoration Management at Risk services. Explain the size of your firm, including office locations and the legal structure. If the proposer is a joint venture or includes partners or key sub-consultants or sub-contractors as part of the SRMR, please explain the relationships of the parties.

4.1 Arbitration / Litigation Proceedings

Identify any and all lawsuits and/or arbitration proceedings that you, your affiliate, parent, and/or subsidiary, were a party to that were filed within the last ten (10) years and the result of the proceeding.

4.2 Disclosure of Conflicts

Disclose any financial or legal conflicts of interest, whether existing or potential, which may affect Proposer's performance of services, required under the PSRM/SRMR Agreement should Proposer be selected as Pre-Site Restoration / Site Restoration Manager at Risk, including, but not limited to, requirements to perform the same or similar work due to obligations with regulatory agencies of the State or with entities regulated by the State and any business services currently being provided for institutions that may be in direct competition with the State of Louisiana.

4.3 References

4.3.1 Provide the name, address and telephone number of no more than three (3) engineers or other professionals to act as references for the Proposer or persons currently employed by the Proposer with whom Proposer has worked with within the last ten (10) years. Identify the project(s), location(s), and services performed.

4.3.2 Provide the name, address and telephone number of no more than three (3) environmental remediation oil & gas companies, Federal, State, and Local governmental agencies whom the Proposer has worked for or with or with whom Proposer has interacted with regarding work by the Proposer within the last ten (10) years. Identify the project(s), location(s), and services performed.

4.3.3 In providing the references, Proposer consents to State contacting Proposer's references for the purpose of evaluating Proposer qualifications.

TAB 5: ORGANIZATIONAL STRUCTURE

This section of the Proposal should contain the following information and data:

5.1 If the Proposer is a corporation, provide the following information:

5.1.1 Date of incorporation

5.1.2 Place of incorporation and principal place of business

5.1.3 Officers and Directors (include position, address and telephone number)

5.1.4 Affiliates, partner corporations, and subsidiaries

5.2 If the Proposer is a general or limited partnership, provide the following information:

5.2.1 General Partners (include address and telephone number)

5.2.2 Limited Partners, if applicable (include address and telephone number)

5.3 If the Proposer is a joint venture, provide the following information:

5.3.1 Date of formation

- 5.3.2 Name and address of each venture partner
- 5.3.3 Principals of each venture partner
- 5.3.4 Venture partner holding the majority interest in the venture and its percentage of interest
- 5.3.5 Proposer shall include a copy of the Joint Venture agreement as an attachment to Proposal. Such attachment shall not count in the page limit stated in 4.2 above.
- 5.4 If the Proposer is not a corporation, general or limited partnership, or joint venture, please identify the type of business entity and provide any pertinent information
- 5.5 Provide the total number of employees (divided into full-time and part-time); and if sole proprietor, so state this.
- 5.6 Provide a summary of the commitment and resources the Proposer will allocate to this project.
- 5.7 Provide an estimate of the Proposer's project team execution capacity, and the basis for that estimate.
- 5.8 Certify that the entity signing any contract emanating from this RFQ holds all required licenses under Louisiana Law based on the activities they plan to perform.

TAB 6: SAFETY

This section of the Proposal shall contain the following information and data and shall be tied to project examples listed in TAB 9:

- 6.1 Safety Program Description including:
 - 6.1.1 Name and Qualifications of Safety Officer(s)
 - 6.1.2 Narrative description of program
 - 6.1.3 Training and safety education programs used
 - 6.1.4 Maintenance of your firm's safety statistics
 - 6.1.5 Organization chart showing relationship of safety officers to senior management of Proposer's organization
 - 6.1.6 Oil Spill Response Plan
- 6.2 Safety Record (past five (5) years minimum) including:
 - 6.2.1 Description of program

- 6.2.2 Organization chart
- 6.2.3 Relationship of safety management to senior management of the Proposer
- 6.2.4 Man-hours worked
- 6.2.5 EMR rate and OSHA recordable rates
- 6.2.6 Describe any OSHA violations or citations and actions taken to correct and lessons learned

TAB 7: FINANCIAL CONDITION AND INSURANCE REQUIREMENTS

- 7.1 The Proposer shall provide a bonding capacity letter demonstrating the Proposers current bonding capacity. Minimum bonding requirement for Proposer is \$15 million. Proposer should examine the bond requirements included in the Pre-Site Restoration / Site Restoration Management Agreement to be attached by addenda, and
- 7.2 The Proposer should examine the insurance requirements included in Exhibit 9 of this RFQ and shall provide an insurance certificate evidencing Proposer's liability coverage with minimum limits, per the insurance requirements in that exhibit.

TAB 8: EXPERIENCE OF KEY PERSONNEL / PRE-SITE RESTORATION AND SITE RESTORATION MANAGEMENT TEAM AND STAFFING PLAN

- 8.1 Pre-Site Restoration Manager Organizational Chart
 - 8.1.1 Proposer shall submit a summary description of the Pre-Site Restoration Management Team. Include summary descriptions of key team members and how they have worked together in the past and plan to work together on this project to create value to the State.
 - 8.1.2 Proposer shall submit a detailed organizational chart identifying the individuals whom the Proposer proposes to perform the services required under the Part A: PSRM Agreement. Any firms or individuals proposed to be subcontracted to the Proposer shall be clearly noted as such.
 - 8.1.3 The organizational chart shall be accompanied by a narrative summary indicating the duties, the functional responsibilities, and the designated authority of each individual on the chart.
 - 8.1.4 Proposer should present a proposed monthly man-hour staffing plan, Preliminary Project Schedule, and Pre-Site Restoration Fee Worksheet, for the duration of the Part A: Site Restoration Services contract. Roles for Key Personnel and their involvement shall be highlighted and defined. Staffing plan shall respond to the scope description included in *Exhibit 3*, Pre-Site Restoration Scope of Work.

8.1.5 Identify the Pre-Site Restoration services PSRM intends to subcontract, if any. Any firms or individuals proposed to be subcontracted to Proposer shall be named and clearly noted as such.

8.1.6 Identify the relationships of any partner, Joint Venture or other vendor to PSRM intended to participate on the project in direct relationship to the State and Design Professional. Any firms or individuals proposed to be in such direct relationships shall be named and clearly noted as such.

8.2 Site Restoration Manager at Risk Organization Chart

8.2.1 Proposer shall submit a detailed organizational chart identifying the individuals whom the Proposer proposes to perform the services required under the Part B: SRMR Agreement. Any firms or individuals proposed to be subcontracted to the Proposer shall be clearly noted as such.

8.2.2 The organizational chart shall be accompanied by a narrative summary indicating the duties, the functional responsibilities, and the designated authority of each individual on the chart.

8.2.3 Proposer shall present a proposed monthly man-hour staffing plan, Preliminary Project Schedule, and Site Restoration Management Worksheet for the duration of the project. Roles for Key Personnel and their involvement shall be highlighted and defined. Staffing plan shall respond to the scope description involving management of all phases (e.g. sitework, any needed additions to be able to reach a wellsite, plugging equipment, etc.), each to be delivered in a Site Restoration Management at Risk (SRMR) approach. Final staffing will be adjusted to address the final detailed delivery strategy and associated staff and services.

8.2.4 Identify the relationships of any partner, Joint Venture or other vendor to SRMR intended to participate on the project in direct relationship to State. Any firms or individuals proposed in such direct relationships shall be named and clearly noted as such.

8.3 Key Personnel

8.3.1 For each person identified as Key Personnel by the Proposer, the following information should be provided in resume format:

8.3.1.1 Name and title

8.3.1.2 Project responsibilities and roles

8.3.1.3 Educational background

8.3.1.4 Professional registrations and memberships

8.3.1.5 Years of relevant experience

8.3.1.6 Relevant project experience

TAB 9: EXPERIENCE ON SIMILAR PROJECTS

This section of the Proposal addresses the firm's or team member's related experience:

9.1 Experience Managing Plugging and Abandonment of Wells, Environmental Remediation, and/or Large-scale Project Management

Describe the Proposer's experience in the last ten (10) years in any similar projects involving projects of significant scope:

- 9.1.1 Project name, location, description, size and cost
- 9.1.2 Date of actual start and actual substantial completion compared to planned start and planned completion; explain variances
- 9.1.3 Original budget, final cost: explain variances
- 9.1.4 Owner (corporate or governmental entity) and any other key project team members (include address and telephone number)
- 9.1.5 Services performed by the Proposer or persons currently employed by the Proposer as well as the Proposer's office performing the work (if applicable)
- 9.1.6 Engineer of Record (Design Professional) Proposal
- 9.1.7 Any awards, recognition, or communications related to the project
- 9.1.8 Personnel who worked on the project who are being proposed for the Project. Identify when the Key Personnel have worked together on other projects of similar scope and scale.
- 9.1.9 The number of delay days, if any, requested and received with explanation of the delay. Identify the project for each.

TAB 10: MANAGEMENT APPROACH AND SERVICES

- 10.1 The Proposal should provide a detailed narrative of the management approach that will be used for the Project. The Proposer should identify any unique experience, qualifications, tools, techniques, and approaches that will best achieve the Project's objectives. Proposer shall explain why and how it is industry leading in these areas.
- 10.2 The following issues should be addressed for both Part A: Pre-Site Restoration Services and Part B: Site Restoration Services:
 - 10.2.1 Scheduling and scheduling management
 - 10.2.2 Cost tracking and control
 - 10.2.3 Project documentation and reporting

- 10.2.4 Project coordination and management methodology/strategy
- 10.2.5 Pre-Site Restoration and Site Restoration quality assurance and control plan
- 10.2.6 Software programs, web-based applications, and other computer applications proposed or required for project management, scheduling, and cost management tasks. NOTE: the winning Proposer is expected to utilize a project management software approved by the Department of Conservation and Energy.
- 10.2.7 Provide examples of project deliverables (as attachment to Proposal, pages are excluded from page limit of Proposal)
- 10.2.8 Experience with alternate delivery strategies and innovative ways to speed up procurement and project delivery
- 10.2.9 Provide an estimate of the number of orphaned well sites listed on *Exhibit 6* that Proposer can restore, consistent with the requirements outlined in this request, within one year (365 days) of the commencement of Pre-Site Restoration work and provide explanation of impact on Key Project Values.

TAB 11: UNIQUE CAPABILITIES / RESOURCES

- 11.1 Summarize any unique capabilities and/or resources that distinguish your firm with regard to this assignment.

TAB 12: PRE-SITE RESTORATION SERVICES and SITE RESTORATION MANAGEMENT SERVICES

- 12.1 State will make a selection of a Pre-Site Restoration Manager based on Qualifications submitted for the scope of services described in Exhibit 3 and Exhibit 4. Both the Proposer qualifications and the proposed Site Restoration Services Staffing Plan will be taken into account in the selection of the PSRM/SRMR. **Note that a Pre-Site Restoration Services Staffing Plan and Site Restoration Services Staffing Plan shall be included within the Proposal (Statement of Qualifications) due on June 26, 2026.**
- 12.2 The Part A: Pre-Site Restoration Services stipulated fee in the amount of up to **\$500,000.**

The total stipulated Pre-Site Restoration Services fee in dollars, man-hours, rates for each employee by month, and associated expenses for Pre-Site Restoration Services, including long-lead and Accelerated Start expenses, shall be submitted to State by the successful Proposer. Prior to execution of the Part A: Pre-Site Restoration Services contract Pre-Site Restoration Services shall be detailed and summed to the stipulated fee as advertised. State reserves the right to extend Pre-Site Restoration Services beyond the date indicated in the Project Schedule without any increase in compensation to the PSRM.

5.0 EVALUATION AND SELECTION

5.1 EVALUATION TEAM

Proposals will be evaluated by a review selection committee designated by the State for the purpose of determining Proposers most qualified to deliver project, taking into consideration evaluation factors set forth in this Section of the RFQ. The members of the selection committee are as follows:

1. Design professional in the discipline of but not involved in the project
- Tim Nickel
2. Licensed contractor in the discipline of but not involved in the project
- Quinn Gianfala
3. Representative of the owner - Chris Sandoz
4. Member at large - Blaine Lopez
5. Member at large - Anna Hanks

Should the membership of the selection committee change subsequent to publication of this RFQ, such change will be acknowledged by addendum to this RFQ.

5.2 CLARIFICATION OF PROPOSALS

The State reserves the right to seek clarification of any Proposal for the purpose of identifying and eliminating minor irregularities or informalities.

5.3 ADMINISTRATIVE AND MANDATORY SCREENING

All Proposals will be reviewed to determine compliance with requirements as specified in the RFQ. Proposals found to be non-compliant will be rejected from further consideration.

5.4 EVALUATION AND REVIEW

Proposer evaluations will be based on information provided in the Proposal (Statement of Qualifications) or during Proposer interviews according to the following:

5.4.1 Proposal Evaluation Criteria

Proposal will be evaluated using the following criteria:

1-History, organization, financial condition of firm and its team

- Business organization and history of the firm
- Organization structure
- Financial condition and bonding capacity, minimum of \$15 million dollars.
- Capacity to manage the volume and complexity of work

2-Qualifications and staffing plan

- Experience of key personnel including proposed partners, key subcontractors, and others proposed in key roles for the project.
- Pre-Site Restoration Phase Staffing Plans
- Site Restoration Phase Staffing Plans

3-Approach and methodology

- Management approach
- Consistency of Proposal with Key Project Values
- Project Organization
- Experience with innovative delivery and procurement strategies
- Unique capabilities/resources

4-Past Performance on Similar Projects

- Experience and performance on similar projects
- Breadth of locations and types of similar projects

A final determination of selection / contract award will be based upon the evaluation criteria above and Proposal scoring / ranking by the committee members for each of the categories. Scoring will be in ascending order with the lowest total score representing the best score (e.g. for each category best proposer = 1 point, second best = 2 points, etc.). The Proposer (firm) receiving the best score will be recommended for the Part A: Pre-Site Restoration Services contract award.

The scoring determinations of the Selection Review Committee shall be final. In accordance with RS 38:2225.2.4, subparagraph D:

“There shall be no challenge by any legal process to the choice of the successful construction manager at risk contractor except for fraud, bias for pecuniary or personal reasons not related to the taxpayers’ interest, or arbitrary and capricious selection by the owner.”

5.4.2 Award Criteria

The State may award only Part A: Pre-Site Restoration Services at this time. State maintains an option to award subsequent Part B: Site Restoration Services (Site Restoration Management at Risk) to the selected firm. The State may cancel this Request for Qualifications (RFQ) or reject Proposals at any time prior to any award. The award document will include a contract incorporating by reference all the requirements (i.e. RFQ, related Exhibits, AIA A133-2019 Agreement Between State and Site Restoration Manager as Constructor as modified by State, AIA A201-2017 General Conditions of the Contract for Construction as modified by the State, the terms and conditions of this solicitation and the Proposer’s Proposal).

5.5 AWARD PROCEDURE AND ANNOUNCEMENT OF SITE RESTORATION MANAGER

The State may notify the successful Proposer of its intention to proceed with award of the Part A: Pre-Site Restoration Services contract. Unsuccessful proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the Secretary of LDCE.

- 5.5.1 Any award of Part A: Pre-Site Restoration Services and/or Part B: Site Restoration Services shall be subject to the requirements of the contract documents.
- 5.5.2 Successful Proposer may first be awarded Part A: Pre-Site Restoration Services and be deemed Pre-Site Restoration Manager (PSRM).
- 5.5.3 Award of Part B: Site Restoration Services (SRMR) will be by separate Contract to a Successful Proposer who has previously been awarded Part A: PSRM.
- 5.5.4 In order for the award for Part B: Site Restoration Services, PSRM must demonstrate to the State and Design Professional satisfactory performance during Pre-Site Restoration Services. PSRM must also present a GMP Proposal that is within the project budget (budget for site restoration combined with contingencies as designated).

6. SITE RESTORATION MANAGER REQUIREMENTS

6.1 CORPORATION REQUIREMENTS

If the Site Restoration Manager is a corporation not incorporated under the laws of the State of Louisiana, the Site Restoration Manager / contractor shall be prepared to obtain a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana. In addition, if the Site Restoration Manager / contractor is a corporation whose stock is not publicly traded, Site Restoration Manager / contractor will be required to file a "Disclosure of Ownership" with the Secretary of State of Louisiana. Proposer must certify that the entity signing any contract emanating from this RFQ holds all licenses required under Louisiana law for the activities they plan to perform under this contract.

6.2 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Site Restoration Manager in order to carry out this contract, shall be protected by the Site Restoration Manager from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Site Restoration Manager. If the methods and procedures employed by the contractor for the protections of the Site Restoration Manager's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with written consent of the State, to carry out the intent of this paragraph. The Site

Restoration Manager shall not be required under the provision of the paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Site Restoration Manager's possession, is independently developed by the Site Restoration Manager outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Site Restoration Manager to discuss and/or release information to the media concerning this project without prior express written approval of the State.

7. EXHIBITS

7.1 The following Exhibits attached and/or issued via addendum are provided to assist Proposers in preparing responses to this RFQ and are considered part of this RFQ package:

1. Project Description
2. Key Project Values
3. Pre-Site Restoration Scope of Work
4. Site Restoration Management Scope of Work
5. Plugging and Abandonment General Procedures
6. Preliminary Program
7. Draft Form of State/Site Restoration Manager Agreement – AIA A133-2019 as modified by State
8. Draft Form of General Conditions of the Contract – AIA A201-2017 as modified by State
9. Insurance Requirements
10. DOI Guidance

EXHIBIT 1 Project Description

The project encompasses the management and execution of plugging, abandonment, and remediation activities for orphaned wells and associated sites and facilities located within LDCE's Monroe District, with the option to include additional sites in the Lafayette District.

The PSRM/SRMR is responsible for developing a comprehensive execution plan for a project valued at more than \$15 million. This plan must address wells in both the Monroe District and the alternate wells located in the Lafayette District. The SRMR will provide a separate, district-specific quote for each scope of work.

In the event a proposer submits Proposals for this Project and for Project No. 431-PA27-002, a Proposal for the alternate Lafayette package should be included in both CMAR RFQ Proposals. The selection committee will evaluate all bidder Proposals and provide a recommendation regarding whether the SRMR should proceed with execution of the alternate wells.

Wells included in the Monroe District scope are listed in *Exhibit 6*, and wells associated with the Lafayette District are listed in *Exhibit 7*.

At the sole option of the State the project may be expanded to include the plugging, abandonment, and remediation of orphaned wells and associated sites and facilities located in any of the LDCE, office of conservation's Districts.

The PSRM team shall assist the Design Professional in confirming the overall scope, timeline, and cost for the oilfield site plugging, abandonment, remediation, and required environmental (water quality) sampling, reporting, and other surveys. In addition to the site restoration work typically performed by a contractor for the orphaned well program, this project will include meeting those requirements and recommendations set forth in the U.S. Department of Interior's IJA State Grant Guidance in Exhibit 10 ("DOI Guidance"). All work under this project shall be performed with the intent of furthering the Key Project Values found in *Exhibit 2*.

The work under this project is to be performed on the specific wells agreed to between State and SRMR through pre-site remediation planning/design. All such work shall be consistent with this RFQ; Contract Documents; all applicable State, Federal, and local laws, including but not limited to Statewide Order No. 29-B (LAC 43:XIX.101, et seq.), U.S. Bureau of Land Management (BLM) plugging and site restoration requirements; the DOI Guidance; and Key Project Values. Work to be performed at or near orphaned well sites may include but not be limited to:

- Pre-site restoration design, potentially including advanced start activities;
- Landowner research and notice;
- Pre-well plugging methane (other gases) and water quality sampling;
- Plugging and abandonment activities including facility and equipment removal;
- Site restoration and re-vegetation;
- Post-well plugging methane (other gases) and water quality sampling;
- Submission of all required data and reports

The PSRM shall determine whether certain elements of the entire project can be completed simultaneously. The PSRMR shall consider the State's priority in overall schedule and completion of the various subparts / phases and be responsible for making final determinations on scheduling, and the management of all aspects of the plugging, remediation, environmental sampling, reporting, and survey activities with the goal being the delivery of the subparts/ phases in a timely manner so as to allow the State to meet the deadlines determined by funding source.

EXHIBIT 2

Key Project Values

In addition to meeting the basic programmatic needs for the Project, other key values and objectives of the Project include the following:

- A. **Schedule** – The Preliminary Project Schedule is included and is based on certain advance site-restoration start activities commencing during the Part A: Pre-Site Restoration Services contract. This is a significant project for the Department of Conservation and Energy. Accelerated delivery and efficient completion of the project is a Key Project Value.
- B. **Cost** –The total budget for this project, which must be kept to a minimum and cannot exceed the available funds from the Infrastructure Investment and Jobs Act and the State’s Oilfield Site Restoration Fund.
- C. **Efficiency** – The PSRM/SRMR should restore, plug and abandon orphan wells and related sites in an efficient cost effective manner.
- D. **Environmental Impact** – The PSRM/SRMR should aid in establishing or revising protocols and programs for water quality testing and monitoring in coordination with the Project Team.
- E. **Team Attitudes and Behaviors** – This project’s success will be highly dependent on the attitudes and behaviors of the individuals and teams involved. Therefore, the State desires to foster an environment that rewards positive thinking, advanced problem solving, a “can do” attitude and highly collaborative behavior. The successful PSRM/SRMR will behave and act accordingly. Problem and issue identification is part of any creative process. The successful PSRM/SRMR will assist the design team in solutions deliberatively and collaboratively. The team will need to push beyond old ways of thinking and explore new ideas and approaches that streamline the project delivery and bring maximum value to the State. The team will need to think and relate differently than in traditional orphaned site restoration projects in order for the State to achieve its goals for speed, innovation, and low cost.
- F. **Opportunity for Local, and Veteran-Owned Firm Participation** – Since orphaned well funding under the Infrastructure Investment and Jobs Act seeks, in part, to ensure well-paying jobs for the citizens of the State of Louisiana, including those directly impacted by orphaned well sites; it is a Key Project Value to implement a process for maximizing the opportunity for participation of Local, and Veteran-Owned Firms as Key Subcontractors and Suppliers. The process for pre-qualifying / selecting or confirming Key Subcontractors and Suppliers will be in accordance with section 1.4.1.5 of this RFQ.
- G. **Good-paying Jobs and Davis-Bacon Act Requirements** – Pursuant to DOI Guidance (See Exhibit 10), “all laborers and mechanics employed by the [State], subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work on an award or project in excess of \$2,000 funded directly by or assisted in whole or in part by funds made available under Initial grants [of the IJA] shall be paid wages

at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the ‘Davis-Bacon Act.’”

H. Made in America – Executive Order 14005 – Pursuant to DOI Guidance (See *Exhibit 10*), the winning Proposer is required to apply with grant purchasing requirements, including Buy America.

- Under Section 70914 of the Infrastructure Investment and Jobs Act, grant funds may not be obligated or spent by a State, or its subrecipients or contractors, unless all iron, steel, manufactured products, and construction materials used by the State, or its subrecipients or contractors, are produced in the United States, unless a State obtains a waiver from DOI. Questions regarding the Build America, Buy America Act, should be addressed to the financial assistance officer that is assigned to the relevant State, or his or her representative.

EXHIBIT 3

Pre-Site Restoration Services - Scope of Work

Key responsibilities of the selected Pre-Site Restoration Manager (PSRM) will be:

1. Assist State and Project Team in refining and finalizing the project delivery strategy for the Project. PSRM shall bring ideas, experience and expertise to the Project Team and be involved in discussions related to project delivery, with an emphasis on criteria of low cost, speed of delivery, high quality and safety.
2. PSRM shall develop, based on in-progress site restoration documents furnished by the other members of the Project Team and other documents, a detailed pre-site restoration and site restoration schedule for the Project. PSRM shall offer innovative ideas to accelerate and/or otherwise improve project delivery.
3. PSRM shall develop integration and coordination strategies that will bring the right vendors in at the right time to avoid re-work, eliminate waste and provide best value to the State.
4. PSRM shall develop the project budget as the basis of the Control Estimate intended to validate and confirm State's project budget.
5. PSRM shall cooperate with the other members of the Project Team in the identification and selection of Key Subcontractors.
6. PSRM may enlist support from appropriate Key Subcontractors and others to identify and act on design assist activities as appropriate.
7. PSRM shall prepare submittals and place orders for long lead items.
8. PSRM shall develop a Trade / Bid Strategy to procure and manage subcontractor work and materials.
9. PSRM may be requested to provide Work to Support an Accelerated Site Restoration Start including but not limited to:
 - a. Environmental Screening
 - b. Water Quality Measurement
 - c. Contacting Landowners of Potential of Operations
 - d. Performing other surveys on orphaned wells, sites, and adjacent property
 - e. Long-lead permitting, such as but not limited to compliance with Louisiana State and Local Coastal Resources Management Act, Louisiana Department of Environmental Quality, and U.S. Army Corps of Engineers regulatory requirements.
 - f. Accelerated start to orphan well site plugging, restoration and remediation.

Work of this nature, if any, may be performed on a cost of the work or time and materials basis and shall be included in the final GMP contract amount.

10. PSRM shall develop a Master Project Schedule that will be used as a basis for the GMP.
11. PSRM shall develop GMP Proposal and issue to State for review and approval.

12. PSRM/SRMR shall, upon approval by State, enter into a contract with State for the project per the contract documents.
13. PSRM shall prepare for and coordinate all testing and sampling required in the contract documents.
14. PSRM shall develop a Quality Control Plan.

EXHIBIT 4

Site Restoration Services – Site Restoration Manager at Risk Scope of Work

Key responsibilities of the selected Site Restoration Manager at Risk (SRMR) will be:

1. SRMR shall collaborate with State, Project Team, and Design Professional on the implementation of the Project consistent with this RFQ, applicable state and federal laws, and any applicable DOI Guidance or other federal guidelines.
2. SRMR shall procure, in accordance with the Contract Documents, other general or trade contractors as needed for the Project.
3. SRMR shall coordinate with other vendors and contractors that may be hired by State or others in connection with the site restoration, environmental sampling and evaluation, related studies and protocol development, or otherwise completing the Project.
4. SRMR shall utilize its resources to complete the Project quickly, efficiently and safely while complying with the contract documents.
5. SRMR shall comply with methods outlined in the contract documents for utilization of contingency diversions and submission and approval of change orders.
6. SRMR shall not unreasonably withhold acceptance of assignment of contract of certain specialty vendors the State has hired prior to SRMR being hired.
7. SRMR shall continuously look for and recommend to the State ways to speed project delivery, improve quality and save money. SRMR shall collaborate closely with the State, the Design Professional, and others to ensure these concepts are maintained throughout the project delivery process.
8. SRMR shall be a leader for safety. SRMR shall ensure all persons, equipment and processes connected with the project make safety the first order of business.
9. SRMR shall provide financial transparency (open book financial records) to State, the State's Program Administrator contractors, and state and federal auditors.

SRMR may pursue salvage value or carbon credits associated with wells abandoned using federal funding. In such cases, SRMR shall adjust the bid accordingly or provide an equivalent contingency credit reflecting the value derived from salvage or carbon credit transactions. If SRMR intends to pursue carbon credits under this project, such intent must be disclosed in the submitted bid. SRMR shall furnish all supporting documentation, including invoices, receipts, and complete transactional records, to substantiate any such credits and salvage value.

The Site Restoration Manager at Risk (SRMR) shall be allowed self-performance on the Work. SRMR shall identify portions of Project that it plans to Self Perform.

EXHIBIT 5

Plugging and Abandonment General Procedures

These procedures will be updated during design period. Additionally, wells marked Wildlife (U.S. Fish and Wildlife) and injection wells may require additional abandonment requires. U.S. Fish and Wildlife wells may require abandonment to BLM standards, and injection wells to current Louisiana Department of Conservation and Energy standards. These wells and required procedures will be reviewed during the pre-construction phase.

Plugging and Abandonment Procedures for CMAR Wells – SHALLOW WELLS (<5,000')

- All Cement plugs shall be blended API cement. Class 'A' cement to be utilized from 0'-6,000' and Class 'H' cement from 6,000'- Total Depth of Well. A minimum density of 15.6 ppg is required on all slurries. Accelerator additives as required to minimize time waiting on cement. Dry and blended cement samples shall be provided to CES agent if requested.
- Contractor must provide absorbent and/or containment booms to contain any sheen that might be generated by the removal operations.
- Obtain district office approval prior to deviating from this procedure.
- 1. Remove debris from well area to allow safe access to well site. Make necessary repairs on wellhead. Install blow out preventers and test to 29B standards. Verify that the hydraulic closure system is operational at all times. Check and record well pressure on tubing and casing. Kill well if necessary. Establish injection rates and pressure in the tubing (or production casing if tubing not present). Monitor casing pressure during injection or if necessary, pressure up on casing to determine tubing and casing integrity. Pressure test all casing strings and annuli to 300 psi. If no production packer present forego production casing pressure test. Note: Report all rates and pressures to District Office.
- 2. Pull and lay down rods, if necessary. Pull production tubing and packer from wellbore and lay down. Verify wellbore is cleaned out to CIBP OD size.
- 3. Set CIBP plug 100' above top perforation. Tag CIBP and test to 300 psi. Place a minimum of 25 sacks of cement above CIBP.
- 4. At the option of the district office an additional cement plug may be required. This plug will be set at a depth determined by district office. Perforate and squeeze a minimum of 100' of cement into annulus. Place 100' balanced plug in wellbore.
 - If unable to inject into perforations, place 100' cement plug inside of wellbore. Wait on cement 4 hours. Tag and pressure test cement plug to 300 psi.
- 5. Set CIBP +/-110' below base of USDW. Tag and pressure test to 300 psi.
 - If cement top is calculated to be below base of USDW or less than 200' above the base of USDW - Perforate 100' below base of USDW. Establish injection, report rates and pressures. Set cement retainer 50' above CIBP and perforations. Squeeze a minimum of 200' of cement into annulus. Leave cement from cement retainer to CIBP inside of wellbore. Place a minimum 150' of cement on top of the cement retainer. If unable to inject into perforations, place 200' cement plug above CIBP and inside of wellbore.
 - If cement top is calculated to be at least 200' above the base of USDW - Place a 200' cement plug within the wellbore.
 - The wellbore must be covered with cement in the wellbore and in all casing annuli. If a casing annuli is open between surface and production casing, USDW must be covered with cement.
 - Consider filling wellbore with cement from USDW plug to surface.
- 6. Set 100' surface plug. Circulate balanced cement plug in the production casing. Using a small diameter pipe circulate a 100' cement plug in all casing annuli. Verify all casing annuli have cement at surface, if not top off.
- 7. Cut and remove wellhead 5' below ground level. Weld plate with serial number and date welded on to well.

8. Restore wellsite and restore any damage caused by P&A operations on the site and access route to well location. Removed all equipment associated with the production of this well.

Plugging and Abandonment Procedures for CMAR Wells – DEEP WELLS (>5,000’)

- All Cement plugs shall be blended API cement. Class ‘A’ cement to be utilized from 0’-6,000’ and Class ‘H’ cement from 6,000’- Total Depth of Well. A minimum density of 15.6 ppg is required on all slurries. Accelerator additives as required to minimize time waiting on cement. Dry and blended cement samples shall be provided to CES agent if requested.
- Contractor must provide absorbent and/or containment booms to contain any sheen that might be generated by the removal operations.

1. Mobilize equipment and materials on location. Make necessary repairs on wellhead. Install blow out preventers and test. Verify that the hydraulic closure system is operational at all times. Check well pressure on tubing and casing. Kill well if necessary. Establish injection rates and pressure in the tubing. Monitor casing pressure during injection or if necessary, pressure up on casing to determine tubing and casing integrity. Pressure test all casing annuli to 300 psi. Note*: Report all rates and pressures to Lafayette District Office

2. RU wireline. MU gauge ring assembly with CCL. RIH in the tubing to production packer noting any restrictions, tight spots or obstructions.

- Verify tubing integrity via pressure test with plug.

3. Mix and pump 50 sxs of cement and squeeze the perforations leaving the TOC in the tubing at production packer. WOC 4 hours. Tag cement with wireline and pressure test cement squeeze to 300 psi.

4. TIH with tubing punch and perforate tubing at +/-100’ above production packer. Circulate well clean and displace wellbore with corrosion inhibitor. Leave weighted fluid in wellbore, minimum of 9.0 ppg. Mix and pump 200-ft of cement to leave balanced cement plug in the tubing and production casing. Shut well in, WOC 4 hours. Tag cement with slick line. Pressure test casing to 300 psi.

5. TIH with tubing punch and perforate tubing at mid-point of wellbore. Mix and pump 200-ft of cement to leave balanced cement plug in the tubing and production casing. Shut well in, WOC 4 hours. Tag cement with slick line. Pressure test casing to 300 psi.

6. Cut tubing at surface casing shoe. Pull slips to floor and verify string is free. Lay down string.

7. Pick up and run in with a CIBP. Set CIBP inside of production casing at the surface casing shoe depth. Pressure test casing to 300 psi.

8. Mix and pump 200-ft of cement to leave balanced cement plug in the production casing. WOC 4 hours. Tag cement with slick line. If necessary, perforate production casing and set 200’ annulus cement plug between surface casing and production casing if calculations shoe cement is not present.

9. Set CIBP in production casing 180’ below mud line. Set 165-ft of cement above CIBP at 180’.

10. Check all casing annuli, and top off with 100’ cement plug if necessary. Top off any additional casing strings with 100’ of cement.

11. Complete removing remaining casing 15’ BML.

12. Remove Production Facility (including, but not limited to: production equipment, production/well platform, pilings, and all associated equipment) in accordance with LAC43:XIX.311 and 313.

13. Remove and dispose of all equipment, material, and debris associated with the past operation of this well and plugging activity.

14. Perform Site Clearance and Verification Survey. Site must pass survey (method approved by Inspection and Enforcement). (See Section 2, Item 28).

15. Restore any damage caused by P&A operations on the site and access route to well location and restore any bottom damage caused by removal operations.

EXHIBIT 6

Preliminary Project – Well List Monroe

See Excel Document With Sortable Orphan Wells

EXHIBIT 7
Draft Form of Agreement Between State and Site Restoration Manager

AIA A133-2019 AS MODIFIED BY STATE

TO BE ISSUED AS AN ADDENDUM

**EXHIBIT 8
GENERAL CONDITIONS**

AIA A201-2017 AS MODIFIED BY STATE

TO BE ISSUED AS AN ADDENDUM

EXHIBIT 9

Insurance Requirements:

Contractor's Liability Insurance

The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

Minimum Scope and Limits of Insurance Workers Compensation

Workers Compensation insurance shall be in compliance with the Worker's Compensation law of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident / per disease / per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included. A.M. Best's insurance company rating requirements may be waived for Worker's Compensation coverage only if insured through a self-insured fund. The Worker's Compensation coverage shall also provide the following:

- A. Statutory coverage and Employers Liability.
- B. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and commissions, its officers, directors, agents and employees with respect to any work done by the Insured under contract.
- C. No restriction in coverage for use of explosives.

Commercial General Liability

Commercial General Liability Insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable. The aggregate loss limit must apply to each project if said policy is not project specific. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall be submitted. The State project number, including part number, and project name shall be included on the endorsement.

The Commercial General Liability policy shall also provide the following:

- A. Minimum limits of \$4,000,000 per occurrence; \$8,000,000.00 in aggregate.
- B. The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents, and employees are to be added as Additional Insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.
- C. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees with respect to any work done by the insured under contract.
- D. Products-Completed Operations
- E. Broad Form Property Damage
- F. This policy shall be issued on a Primary Non-Contributory basis.
- G. XCU – Explosion / Collapse / Underground
- H. No restriction in coverage for use of explosives

Commercial Automobile Liability

Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by the Construction Manager. The Commercial

Automobile Liability policy shall also provide the following.

- A. Minimum limits of \$1,000,000 per occurrence.
- B. Owned / Non Owned / Hired Automobiles.
- C. Additional Insured – The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees are to be included as additional insureds with respects to any work done by the insured under contract.

- D. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees with respects to any work done by the insured under contract.
- E. Policy shall be issued on a Primary Non-Contributory basis
- F. The Construction Manager may achieve the required limits and coverage for Commercial General Liability, Automobile Liability and Employers Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Commercial General Liability, Commercial Automobile Liability, and Employers Liability and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The excess policy shall also follow form over the underlying Additional Insured requirements, Waiver of Subrogation and Primary Non-Contributory requirements,

IF NOT COVERED BY GENERAL LIABILITY, SEPARATE POLICIES MUST BE BOUND:

- A. Pollution Liability including Clean up \$4,000,000.00 per occurrence; \$8,000,000.00 in aggregate.
- B. Underground Resources \$1,000,000.00 per occurrence, \$2,000,000.00 in aggregate.
- C. Blowout & Cratering - \$4,000,000.00 per occurrence; \$8,000,000.00 in aggregate. The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees shall be considered an Additional Insured with a Waiver of Subrogation with respects to Pollution Liability and Underground Resources with a Waiver of Subrogation in favor of The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees on Blowout and Cratering.

Deductibles and Self-Insured Retentions

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

All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits. Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an **A.M. Best's rating of A-: VI or higher**. This rating requirement may be waived for Worker's compensation coverage only. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

Verification of Coverage

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal or insurance policy renewal thereafter. The Certificate Holder must be listed as follows: The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon Failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at t of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract. If the Contractor does not meet the insurance

requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due to the Contractor, OR the contract may be suspended or terminated for cause.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies **OR** shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

EXHIBIT 10
Federal Guidance for IIJA Federal Grants

U.S. DOI INITIAL GRANT GUIDANCE CAN BE FOUND IN ATTACHED PDFs

- 1. Orphaned Wells Program Office Revised State Formula Grant Guidance**
- 2. Orphaned Wells Program Office Revised State Matching Grants Guidance**