

REQUEST FOR PROPOSALS

**“Analytical and Consulting Services – Seafood Safety Response
Related - DOSS”**

**LOUISIANA DEPARTMENT OF WILDLIFE & FISHERIES
AND
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**



RFP No: 2012-05-3501

Proposal Due Date/Time: June 22, 2012/3:00 p.m. CST

Issue Date: May 23, 2012

REQUEST FOR PROPOSALS

“Analytical and Consulting Services - Seafood Safety Response Related - DOSS”
Louisiana Department of Wildlife and Fisheries
and
Louisiana Department of Environmental Quality

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REQUEST FOR PROPOSALS

**“Analytical and Consulting Services – Seafood Safety Response Related - DOSS”
Louisiana Department of Wildlife and Fisheries
and
Louisiana Department of Environmental Quality**

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals (RFP)

The Louisiana Department of Wildlife and Fisheries (LDWF) and the Louisiana Department of Environmental Quality (LDEQ), require the services of a well-qualified contractor to provide quality analytical data to support LDWF’s and LDEQ’s monitoring and assessment activities. The goal is to assure the public that Louisiana seafood is safe for consumption. The LDWF and LDEQ invite all qualified parties (companies and individuals) to submit proposals for providing these services. Only one contract will be awarded.

1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately November 1, 2012, and ending approximately October 31, 2013, with the option to renew annually up to 2 additional years (not to exceed a total of 36 months). Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract. The LDWF reserves the right to amend the contract to increase the total contract amount, using the unit prices established in Attachment 2, Schedule of Prices. This contract and any amendments require the approval of the Division of Administration, Office of Contractual Review.

1.3 Proposal Preparation

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

1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the LDEQ’s Financial Services Division no later than 3:00 p.m. local time on or before June 6, 2012. Do not contact other LDEQ program personnel with questions regarding this RFP.**

Questions may be mailed to:

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

or submitted by e-mail to: _DEQ-Sect-Procurement@la.gov

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

Responses to these questions can be accessed by going to www.deq.louisiana.gov/RFP. Additionally, Questions and Answers will also be posted to LaPAC as an addendum to the RFP. It is the responsibility of potential proposers to check the web site prior to submitting their proposal to verify that they have the most recent updates (i.e. questions and answers, addendums, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.

1.5 Submission of Proposals

If you desire to submit a proposal, one (1) original of the technical proposal and financial information shall, and five (5) copies of the technical proposal should be submitted to the Louisiana Department of Environmental Quality (LDEQ), Financial Services Division, **no later than 3:00 p.m. local time on or before June 22, 2012. Proposals should not be delivered to LDWF. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

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

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

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

1.6 Changes, Addendum, or Withdrawal of Proposals

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

1.7 RFP Schedule Summary

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

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	May 23, 2012	
Deadline for the LDEQ receipt of written questions from prospective proposers	June 6, 2012	3:00 p.m.
Proposal due date and time	June 22, 2012	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately July 30, 2012	
Estimated initiation of the contract period	Approximately November 1, 2012	

1.8 Definitions

Shall, Will, Must: Denote a mandatory requirement

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

PART II. GENERAL INFORMATION

2.1 Corporation Requirements

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

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

2.2 Code of Ethics for State Employees

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

2.3 Insurance Requirements

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

2.4 Laboratory Accreditation

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

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

Evidence of LELAP accreditation for any/all laboratories proposed to be used by the successful Contractor must be provided and approved by the LDEQ before work begins.

2.5 Proposal Costs

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

2.6 Minimum Required Language - Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

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

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

Proposer Status and Reserved Points

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

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

During the term of the contract and at expiration, the Contractor will also be required to report

Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form A

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.com/index 2.asp>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal <https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest user=self reg> may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

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

3.2 Elements for Technical Proposal (Volume I)

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

3.2.1 Proposal Cover Sheet

Each proposer must complete Appendix A, Proposal Cover Sheet. **Proposals lacking a signed cover sheet shall be disqualified.**

3.2.2 Table of Contents

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

3.2.3 Scope of Services

Each proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in Attachment 1, Statement of Work (SOW). The proposer's Scope of Services should be presented in as much detail as judged necessary by the proposer. An unsupported statement that the proposer will comply with all the requirements of this solicitation is not acceptable.

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

(1) Project Management

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

(a) Overall company organization

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

(b) Project organization

The proposer should provide the following information:

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

(c) Management approach

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

Laboratories shall maintain Quality Management Plans (QMP) and Quality Assurance Project Plans (QAPP) according to Louisiana Environmental Laboratory Accreditation Program (LELAP) requirements.

(2) Performance of Project Tasks

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

(3) Standard Operating Procedures (SOP)

The Standard Operating Procedures (SOP) of the proposer and any proposed subcontractor shall be maintained at the laboratory for accreditation purposes and are not

required to be submitted with proposals and, therefore, will not be evaluated. The SOP of the proposer and any proposed subcontractors shall meet all SOP requirements of LAC 33: I. Chapters 45-59, Laboratory Accreditation. The proposer should include a statement in his proposal assuring the LDWF and LDEQ that all LELAP SOP requirements and method-specific requirements will be met for requested analyses. SOP's shall be made available to the LDWF and LDEQ for review upon request. SOP's could become public records unless they are classified as confidential business information following the LDEQ's policy of declaration of confidential business information.

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

The QA/QC Plans of the proposer and any proposed subcontractor shall meet all QA/QC requirements of LAC 33: I. Chapters 45-59, Laboratory Accreditation. For the purposes of this RFP, QA/QC Plans shall be maintained at the laboratory for accreditation and are not required to be submitted with proposals and, therefore, will not be evaluated. The proposer should include a statement in his proposal assuring the LDWF and LDEQ that all LELAP QA/QC requirements and method-specific requirements will be met for requested analyses. QA/QC plans shall be made available to the LDWF and LDEQ for review upon request.

(5) Equipment, Facilities, Location, and Availability

The Contracted Laboratory and proposed subcontractors shall meet the Laboratory Facilities and Equipment and Supplies requirements in LAC 33: I. Chapters 45-59. Proposers should demonstrate that the convenience of their laboratory will meet the provisions as defined in RFP Attachment 1, SOW, including but not limited to Item 3.6, Sample Pickup and Transport and Item 3.11, Turnaround Time. Proposers should discuss their hours of operation, sample pickup proposals to each listed regional office, and weekend, after hours, and holiday availability.

3.2.4 Personnel Qualifications and Experience

The Proposer should provide sufficient information regarding its key personnel to verify that the staff has the minimum education and experience requirements as described in Attachment 1, Statement of Work, Section 5.0 Minimum Qualifications of the Contractor's Personnel. The LDWF and LDEQ will consider only experience that is relevant to the tasks listed in Attachment 1 (SOW).

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

The proposer should also provide information for its non-supervisory technical personnel to verify that they meet or exceed education and experience requirements for non-

supervisory technical personnel described in LAC 33: I. Chapters 45-59, Laboratory Accreditation.

Specific names and résumés of non-supervisory personnel are not required to be submitted with proposals.

3.2.5 Company Qualifications and Experience

The proposer should describe the company's qualifications and experience that are relevant to the proposed tasks listed in Attachment 1 (SOW). Experience will be considered relevant if prior projects major features include analytical services equivalent to those listed in Attachment 2, Schedule of Prices. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the LDWF or LDEQ may be considered by the LDWF and LDEQ for proposal evaluation, whether or not listed by the proposer.

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

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

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

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

3.2.6 Subcontractors

All subcontractors used by the Contractor for this project should be identified on Appendix A, Proposal Cover Sheet. The proposer should provide a signed letter of

agreement or a copy of a signed contract from any subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

3.2.7 Price Proposal (Schedule of Prices)

Each proposer must submit a price proposal using the LDWF and LDEQ's pricing structure provided in Attachment 2, Schedule of Prices. No other format shall be acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "\$0" must be entered. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of the LDEQ. The LDEQ will review the information and if necessary will issue any correction as an addendum to the RFP.

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

To complete the Schedule of Prices, each proposer shall provide single unit rates for the analyses and labor categories listed and multipliers where indicated. All analyses rates shall apply to summary reports, normal turnaround and Contractor provision of containers/preservatives/supplies. Multipliers shall be applied for full data reports and rapid turnaround times.

3.3 Elements for Financial Information (Volume II)

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

- (Preferred) Financial Statements audited by an independent CPA for the past 3 years. This includes:
 - Notes to the Financial Statements, and
 - The CPA's Audited Report for each year
- Letter of intent to obtain a Letter of Credit
- Letter of intent to obtain a 100% Performance Bond

If a performance bond is required, the successful proposer shall be required to provide a performance (surety) bond in the amount of 100% of the contract to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders'

surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The selected contractor may be required to provide additional information as requested by the LDWF or LDEQ.

3.4 Proposal Format

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

3.5 Use and Disclosure of Confidential Information

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., the LDEQ records obtained in response to this RFP shall be available to the public. If a proposer wishes to secure nondisclosure of information contained in his proposal, the proposer must submit a written request to the Secretary of LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws. Upon review of the written request, the Secretary of LDEQ will determine if the information requires confidentiality.

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

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

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1);
- (2) a Schedule of Prices (Part III, Section 3.2.7); and
- (3) evidence of LELAP accreditation for the analyte in Attachment 2, Part 1, as either prime contractor or via subcontractor for both matrices. Evidence shall include but is not limited to the laboratory's LELAP scope of accreditation or EDMS Document ID number and date of document or EDMS hyperlink. Proposers who do not have LELAP accreditation for the analyte, for both matrices, listed in Attachment 2, Part 1, by proposal due date shall be disqualified.

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

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

4.2 Evaluation Criteria

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

Table 2. Evaluation Criteria

CRITERIA	MAXIMUM SCORE
1. Merit of the proposer's Scope of Services including laboratory capacity and network availability (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).	10
2. Qualifications and relevant experience of the proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6).	20
3. Qualifications and relevant experience of the proposer in providing analytical services equivalent to those listed in the Schedule of Prices (Part III, Sections 3.2.5 and 3.2.6).	35
4. Price (Part III, Section 3.2.7).	25
5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.4)	10
TOTAL SCORE	100

4.3 Price Evaluation Calculation

The following table will be used to determine the total evaluation price.

Table 3. Summary of RFP Response Total Evaluation Price Calculation

Description	Analytical Method	Minimum Detection Limit	Payment Unit	Evaluation Units	Unit Rate	Line Total
Dioctylsulfosuccinate sodium salt (DOSS, CAS 577-11-7) by liquid chromatography (LC)/MS/MS for quantitative assessment	LC/MS/MS or LDEQ approved method	Water 0.08 ug/L	per sample	720	\$	\$
		Sediment 20 ug/kg	per sample	432	\$	\$
Subtotal of Part 1						\$
Using all Multipliers Provided in Part 2 of the Schedule of Prices	Apply each multiplier to the Subtotal of Part 1:			% per Sample Delivery Group		
	Fully supported data package			%		\$
	Accelerated Turnaround Time - 3 days			%		\$
	Accelerated Turnaround Time - 7 days			%		\$
	Accelerated Turnaround Time - 14 days			%		\$
Accelerated Turnaround Time - 21 days			%		\$	
Subtotal of Part 2						\$
Commencement Conference at LDEQ Headquarters			Lump Sum	1	\$	\$
Commencement Conference - conference call			Lump Sum	1	\$	\$
Consulting			Hour	8	\$	\$
Expert Testimony			Hour	8	\$	\$
Travel Time for Expert Testimony/Consulting			Hour	8	\$	\$
Subtotal of Part 3						\$
Total Evaluation Price						\$

The Total Evaluation Price is for evaluation purposes only, and does **not** reflect the contract amount to be awarded, or the anticipated cost of services to be provided by the successful Proposer.

The proposal with the lowest total evaluation price will receive the maximum possible points. All other proposals will be rated using the following formula:

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

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

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

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

Proposer Status and Reserved Points:

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

4.5 Clarifications and Oral Presentations

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

Any or all proposers may be requested to make oral presentations of their proposals to enhance the LDWF and/or LDEQ's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be those susceptible of receiving an award. These proposers will be notified by the LDEQ's Financial Services Division on or before July 11, 2012. Presentations will be made by the selected proposers on July 18, 2012, at a time assigned by the LDWF and LDEQ.

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

4.6 Determination of Responsibility

Determination of the proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. The LDWF and LDEQ are prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless

the LDWF and LDEQ have first determined that such person or firm is responsible according to the standards described in this section. The LDWF and LDEQ must find that the selected proposer:

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

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

4.7 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, the LDWF or LDEQ estimates that the contract will be awarded by approximately July 30, 2012, and will issue a "Notification of Award" letter to the successful proposer. Unsuccessful proposers will also be notified of the LDWF and LDEQ's decision in writing, and may request a post-award debriefing by contacting Sharon Schexnayder at (225) 219-3812, or by e-mail at sharon.schexnayder@la.gov.

4.8 Protest of the Solicitation or Award

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

**APPENDIX A
PROPOSAL COVER SHEET**

Project Title: “Analytical and Consulting Services – Seafood Safety Response Related - DOSS”

Proposer: Company Name: _____
 Company Address: _____
 Company AI Number: _____

Are you a certified Veteran or Hudson Initiative small entrepreneurship? (Y/N) ____
 If “Yes”, is your Veteran / Hudson Initiative certification attached? (Y/N) ____

Proposer’s Contact Person:

Name: _____ Title: _____
 Address: _____
 Email Address: _____
 Telephone No. (_____) _____ FAX No. (_____) _____

Subcontractors (add lines as necessary):

Name	AI Number	Written commitment attached (Y/N)	Veteran/Hudson Initiative* certification attached (Y/N)

*See Section 2.6 of the RFP for more information on what must be submitted with your proposal

I hereby certify that:

1. This proposal will remain in effect for at least ninety (90) days from the proposal due date.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Wildlife and Fisheries and Department of Environmental Quality contract provisions (Appendix C).
5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

 Signature

 Date

**APPENDIX B
EXPERIENCE TABLE**

"Analytical and Consulting Services – Seafood Safety Response Related - DOSS"
(Enlarge or duplicate table as necessary)

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

**APPENDIX C
SAMPLE CONTRACT**

THIS CONTRACT, made and entered into this _____ day of _____, 2012, by and between the Louisiana Department of Wildlife & Fisheries, Office of Fisheries, hereinafter referred to as "LDWF" and Louisiana Department of Environmental Quality, hereinafter referred to as "LDEQ", and Contractor Name, Contractor Address, Tax ID No. _____ hereinafter referred to as the "Contractor".

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

1. PROJECT IDENTITY

This contract shall be identified as "**Analytical and Consulting Services – Seafood Safety Response Related - DOSS**" with the Contract Financial Management System (CFMS) Number assigned as set forth above. All invoices and other correspondence submitted to LDWF or LDEQ in connection with this contract shall be identified by this CFMS Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from November 1, 2012 through October 31, 2013. This period shall be known as the base contract. The LDWF and LDEQ reserve the right to, at their discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Division of Administration, Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract.

3. SCOPE OF SERVICES

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

4. NOTICE TO PROCEED

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

5. PAYMENT TERMS

The amount which the LDWF agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of \$0.00. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The LDWF will pay the Contractor only for actual work performed, and the LDWF does not guarantee a maximum payment amount to be earned by the Contractor. The LDWF will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

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

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

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices. Payment shall be made upon attendance at the Commencement Conference, completion and approval of each analytical episode and acceptance of the analytical results and upon hours worked as a consultant or expert witness, as determined by the Project Managers.

The rates for each line in Attachment 2, Schedule of Prices shall include all associated direct costs (labor, supplies, equipment, sampling supplies as described in 3.5 of Attachment 1, SOW, sample pickup and transport as described in 3.6 of Attachment 1, SOW and sample storage and disposal as described in 3.10 of Attachment 1, SOW, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all

indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line item and profit.

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

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

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

b. Payment Procedure:

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 9.0 Measurement and Payment in the steps listed below:

- (1) The Contractor shall submit an original and one (1) copy of an invoice monthly for work performed during the preceding month.
- (2) The Contractor shall submit the invoice to:

Louisiana Department of Wildlife & Fisheries
Office of Fisheries
Attn: Cara Hoar
P.O. Box 98000
Baton Rouge, LA 70898

Each invoice must include:

- (a) the CFMS number;
- (b) the name and address of the Contractor;
- (c) the analysis performed and price per analysis;

- (d) the total amount requested;
 - (e) the balance remaining in the contract; and
 - (f) supporting documentation for hours billed (timesheets) for consultant or expert witness services as directed by LDWF and LDEQ.
- (3) The Contractor shall attach a copy of the Attachment 3, Form A LaVet/SE-HI Report to all requests for payments.

Payments shall be made by the LDWF within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by LDWF.

6. FISCAL FUNDING

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

7. DELIVERABLES

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

8. OWNERSHIP OF DOCUMENTS

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

9. CORRECTION OF DEFICIENT WORK

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

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

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

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

10. INDEMNIFICATION

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

11. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment transfer, or

novation, without the prior written consent of the LDWF. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment of transfer shall be furnished promptly to the LDWF.

12. AUDIT OF RECORDS

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

13. RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

14. TERMINATION FOR CAUSE

The LDWF and LDEQ may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the LDWF and LDEQ shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the LDWF and LDEQ may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The LDWF shall be relieved of liability for costs for any undelivered work as of the effective date of termination.

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

15. TERMINATION FOR CONVENIENCE

The LDWF and LDEQ may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the LDWF and LDEQ, as

provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

16. REMEDIES FOR DEFAULT

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

17. ANTIDISCRIMINATION

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

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

18. COMPLIANCE WITH LAWS

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

19. FORCE MAJEURE

The Contractor, the LDWF or LDEQ shall be exempt from performance under the contract for any period that the Contractor, the LDWF or LDEQ is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor, the LDWF or LDEQ has prudently and promptly acted to make any and all corrective steps that the Contractor, the LDWF or LDEQ can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

20. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

21. SUCCESSORS AND ASSIGNS

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

22. CLAIMS FOR LIENS

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

23. EMPLOYMENT OF STATE PERSONNEL

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

24. COVENANT AGAINST CONTINGENT FEES

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

25. CODE OF ETHICS FOR STATE EMPLOYEES

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

26. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the

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

27. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. Minimum Scope and Limits of Insurance

(1) Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

(2) Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

(4) **Professional Liability**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000.00. Claims-made coverage is acceptable.

b. **Deductibles and Self-Insured Retentions**

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

c. **Other Insurance Provisions**

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

(1) **General Liability and Automobile Liability Coverages**

(a) The LDWF and LDEQ, their officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the LDWF and LDEQ.

(b) The Contractor's insurance shall be primary as respects the LDWF and LDEQ, their officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the LDWF and LDEQ shall be excess and non-contributory of the Contractor's insurance.

(c) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the LDWF and LDEQ, their officers, agents, employees and volunteers.

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

(2) **Workers Compensation and Employers Liability Coverage**

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

(3) All Coverages

- (a) Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the LDWF and LDEQ. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- (b) Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- (c) The insurance companies issuing the policies shall have no recourse against the LDWF or LDEQ for payment of premiums or for assessments under any form of the policies.
- (d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the LDWF and LDEQ, their officers, agents, employees and volunteers.

d. **Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

e. **Verification of Coverage**

Contractor shall furnish the LDWF 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 LDWF before work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana
Department of Wildlife and Fisheries
Office of Management and Finance
Contracts Division, Attn: Jill Couture
P.O. Box 98000
Baton Rouge, LA 70898
CFMS # _____

In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision endorsement for each insurance policy. The LDWF reserves the right to request complete certified copies of all required insurance policies at any time.

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

f. **Renewal of Insurance**

In the event that the Contractor provides certificates of insurance valid for a period of time less than the term of the contract, said certificates shall be acceptable, however, the Contractor shall be obligated to renew its insurance policies such that continuous coverage is provided for the entire contract term. The Contractor shall provide the LDWF with valid certificates of renewal of the insurance upon the expiration of the policies. In the event the Contractor fails or refuses to renew any of its insurance policies to the extent required by this contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this contract, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the LDWF may refuse to make payment of any further monies due or coming due under this or other agreements between the Contractor, the LDWF and LDEQ. The LDWF, in its sole discretion, may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the LDWF and LDEQ, at their option, may either suspend work under this contract, or proceed to default the Contractor and thereby terminate this contract.

g. **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The LDWF or LDEQ reserves the right to request copies of

subcontractor's Certificates at any time.

h. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

i. **Disclaimer**

The Contractor expressly understands and agrees that any insurance protection or other liability guarantees required or requested by this contract shall in no way limit the Contractor's obligations assumed in the contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage or guarantees, nor shall it preclude the LDWF or LDEQ from taking such other actions as are available to it under any provision of this contract or otherwise in law.

28. **LABORATORY ACCREDITATION**

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

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

of LAC 33:I.5313 and the 2003 NELAC Standards.

The Contractor agrees that the LDEQ may at any time during the term of this Contract and without prior notice conduct on-site laboratory audits and/or assessments of any laboratory that performs analytical work or generates data submitted or to be submitted as required by Attachment 1, Statement of Work.

Analytical work shall not be performed by any subcontractor unless written LDWF or LDEQ approval has been obtained by the Contractor prior to subcontracting any part of the services specified in Attachment 1. The Contractor shall submit requests for approval, accompanied by information (including but not limited to resumes) of proposed subcontractors to the Project Manager. The Contractor further agrees to guarantee and to require of any subcontractor that all services performed under any subcontract shall comply with all of the terms and conditions of this Contract and with LAC 33:I.5307.D.

29. SUBSTITUTION OF PERSONNEL

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

30. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the LDWF and LDEQ urge the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of Veteran-Owned businesses go to https://smallbiz.louisianaforward.com/CertifiedVET_List.asp. For a list of Service Connected Disabled Veteran-Owned go to https://smallbiz.louisianaforward.com/CertifiedSD_VET_List.asp

The Contractor agrees to obtain written LDWF and LDEQ approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the LDWF and LDEQ Project Managers. The Contractor further agrees to guarantee and be liable to the LDWF and LDEQ for all services performed under any such subcontract.

31. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued

thereto by the LDWF and LDEQ, the proposal submitted by the Contractor in response to the LDWF and LDEQ's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

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

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

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form A. This form shall be submitted with each invoice. Failure to submit this form will result in payment being withheld.

In accordance with LAC 19:VIII.Chapters 11 and 13 and LAC 19:IX.Chapter 11 and 13, this contract may be terminated if the LDWF and LDEQ become aware that the Contractor has failed to use good-faith efforts to obtain certified LaVet and/or SE-HI participation. The state may impose sanctions on a contractor who fails to make good-faith efforts or on a LaVet and/or SE-HI that was found to be guilty of deception relating to certification. Sanctions may include a suspension from doing business with the state for up to 3 years.

33. AMENDMENTS

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

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

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

For the Contractor:

For the LDWF:

Contractor Name

Randall B. Pausina, Assistant Secretary
Office of Fisheries
Louisiana Department of Wildlife and
Fisheries

For the LDEQ:

Lois Azzarello, Undersecretary
Louisiana Department of Wildlife and
Fisheries

Vince Sagnibene, Undersecretary
Louisiana Department of Environmental
Quality

Robert J. Barham, Secretary
Louisiana Department of Wildlife and
Fisheries

**ATTACHMENT 1
STATEMENT OF WORK**

“Analytical and Consulting Services – Seafood Safety Response Related - DOSS ¹”

**Louisiana Department of Wildlife and Fisheries
and
Louisiana Department of Environmental Quality**

1.0 INTRODUCTION

The Louisiana Department of Wildlife and Fisheries (LDWF) and the Louisiana Department of Environmental Quality (LDEQ) are responsible for the monitoring and assessment of environmental conditions in areas impacted by the Mississippi Canyon MC252 Oil Spill. To assure the public that Louisiana seafood is safe for consumption, analysis of water and sediment in coastal Louisiana waters is required. This project shall require contractor services for laboratory analyses as specified in the Attachment 2, Schedule of Prices.

Any laboratory providing analytical services to LDWF and LDEQ shall be Louisiana Environmental Laboratory Accreditation Program (LELAP) accredited in accordance with LAC 33:I.Chapters 45 – 59.

The Contractor shall perform all required analyses in-house or shall use subcontractor arrangements. The laboratory and/or their subcontractor’s LELAP accreditation shall cover all LDWF and LDEQ required methodologies for each test category per field of testing.

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

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

1.1 Goals and Objectives

The goal shall be to assure the public that Louisiana seafood is safe for consumption. The objectives of this contract shall be to provide quality analytical data to support LDWF’s and LDEQ’s monitoring and assessment activities. This contract shall be used by LDWF and LDEQ to meet their analytical requirements for testing listed in Attachment 2, Schedule of Prices.

2.0 BACKGROUND INFORMATION

On April 20, 2010, there was a major oil spill event in the Gulf of Mexico Mississippi Canyon MC252, off the coast of Louisiana. LDWF and LDEQ have been involved in emergency response and assessment activities. Analyses related to the event have been historically

¹ Dioctyl sulfosuccinate sodium salt.

conducted by British Petroleum (BP) contracted laboratories. Some of these analyses will now be the responsibility of the State of Louisiana.

3.0 CONTRACTOR TASKS

The Contractor shall serve as an analytical resource for the analyses listed in Attachment 2, Schedule of Prices, as needed by LDWF and LDEQ. LDWF and LDEQ do not guarantee a minimum amount of work to be performed by the Contractor. LDWF and LDEQ will determine and manage the scope, quantity, amount, duration, and timing of the analytical testing for the contractor.

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

3.1 Commencement Conference or Conference Call

A Commencement Conference shall be held between the Contractor's key personnel (and subcontractor personnel as determined to be necessary by the Contractor) and LDWF and/or LDEQ staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference shall be held at LDEQ's Headquarters in Baton Rouge (602 North 5th Street). LDWF or LDEQ will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. LDWF and/or LDEQ shall reserve the right to hold a conference call in lieu of a meeting at LDEQ's Headquarters or waive the conference entirely. No work shall be performed by Contractor until the Commencement Conference has been completed or waived.

3.2 Laboratory Accreditation

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in this Statement of Work and Attachment 2, Schedule of Prices. The LDWF and/or LDEQ shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915.² All analytical data must be submitted in a format approved by the LDWF and/or LDEQ Project Manager and shall meet the requirements of LAC 33:I.5313 and the 2003 National Environmental Laboratory Accreditation Conference (NELAC) Standards.

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

² See LAC 33:I.5911 for acceptance of accreditation from another NELAP accrediting authority.

LDWF and/or LDEQ Project Manager and meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

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

3.3 Analytical Methods and Procedures

The Contractor and all subcontractor(s) combined shall have the capability to perform 100% of the analyses listed in Attachment 2, Schedule of Prices. The Contractor shall provide analysis consistent with the methodology provided in the Attachment 2, Schedule of Prices. More information on method specific requirements can be found in NOAA's MC 252 QAP. Proposed alternative methods must be approved by LDWF or LDEQ and LELAP accredited prior to use for samples; multiple methods may be listed for the same analytes.

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

The Contractor shall not be required to be an EPA Contract Laboratory Program (CLP) laboratory. However, as requested, the laboratory or its subcontractor(s) must be able to provide CLP or equivalent summary forms and supporting documentation for all analyses conducted. See also Section 6.2 below.

The Standard Operating Procedures (SOP) of the Contractor and any subcontractor shall be maintained at the applicable laboratory and shall meet all SOP requirements of LAC 33: I. Chapters 45-59, Laboratory Accreditation. SOPs shall be made available to the LDWF and LDEQ for review upon request. SOP's could become public records unless they are classified as confidential business information following the LDEQ's policy of declaration of confidential business information.

3.4 Minimum Detection Limits

The minimum detection limits (MDLs) as found in Attachment 2, Schedule of Prices shall be required. The Contractor must use the appropriate method to achieve the required limits. Sample quantitation limits/reporting limits shall be no higher than 3 – 10 times the MDL listed in Attachment 2, Schedule of Prices Part 1. The Contractor shall have documentation of instrument detection limits (established annually) to support its ability to achieve the method specified sample quantitation limits.

Higher reporting limits attributable to interferences and high dilution factors due to sample matrices must be reported to the LDEQ Project Manager and documented and explained in the

laboratory narrative. If reporting limits must be modified due to matrix problems, the report shall reflect the modification.

MDL summaries shall comply with LELAP accreditation procedures. In accordance with LAC 33:I.5301.H.1.d, each laboratory shall have protocols in place to evaluate test performance, such as accuracy and precision. LAC 5301.D requires the laboratory to review annually the quality assurance system. MDL studies shall be done as required by the method or as required by LELAP.

Note: All data detected at or above the MDL must be reported.

3.5 Sampling Supplies

Sample containers and any necessary chemical preservatives will be provided by the Contractor. Related sampling supplies including but not limited to ice chests, bubble bags, etc. will also be provided by the Contractor. The cost of sample containers, chemical preservatives, and related supplies shall be included in the analytical prices and shall not be billed separately. Contractor must deliver/ship containers and preservatives to all of LDEQ's regional offices or other designated locations within the state. Delivery must be made within five (5) calendar days of notice.

3.6 Sample Pickup and Transport

The Contractor must provide personnel and means of transport to pick up samples at LDEQ Headquarters, all of the LDEQ regional offices, or other designated location, as directed.

Physical addresses of known locations are provided below:

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

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

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

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

Southwest Regional Office
1301 Gadwall Street
Lake Charles, LA 70615

LDEQ Warehouse
1824 Commercial Drive
Port Allen, LA 70767

A local courier service, whether by direct employment or a contracted service provider, or common carrier service shall be required. If the Contractor is notified before 5:00 p.m., sample pickup shall occur the following business day. Unusual circumstance shall require sample pickup on weekends and holidays.

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

The Contractor shall secure the field samples under strict chain-of-custody procedures. Contractor shall follow the packing recommendations stipulated in Section 6 of USEPA'S A Compendium of Superfund Field Operations Methods, EPA/540/P-87/001, OSWER Directive 9355.0-14, 1987, and the Department of Transportation (DOT) rules governing the transportation of hazardous materials.

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

3.7 Chain of Custody/Sample Receipt

The Contractors shall use the provided chain of custody form(s), a copy of which will be provided at the Commencement Conference. The chain-of-custody forms (COC) shall be included with each sampling episode. Samples will be uniquely identified as noted on the COC form.

The Contractor must document any appropriate comments or observations related to sample quality as received (e.g., if the custody seals were intact, sample temperature, and condition of samples on receipt, etc.). Any and all anomalies (i.e., temperature excursions, broken containers, etc.) must be reported to the LDEQ Project Manager within one working day of sample receipt, or as soon as the anomaly is detected. A written notification of any and all anomalies must be sent to the LDEQ Project Manager or designee within 48 hours of sample receipt. Conditions of sample receipt or other sample handling issues must be included in the narrative of the analytical report.

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

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

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

The Contractor and all subcontractors shall maintain a QA/QC Plan that meets or exceeds all LELAP requirements. The QA/QC plan at a minimum shall meet the requirements of LAC 33:I.5301 and LAC 33: I. Chapters 45-59, Laboratory Accreditation. The objective of the Contractor's QA/QC plan shall be to ensure that the resulting data are acceptable. All data, including QA/QC, generated under this contract shall be subject to inspection and review at any time by LDWF or LDEQ or its authorized representatives. QA/QC Plans shall be maintained at the applicable laboratory and shall be made available to the LDWF and LDEQ for review upon request.

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

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

3.9 Internal Laboratory Verification

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

3.10 Sample Storage and Disposal

After all analyses are completed, the raw field samples and associated extracts shall be retained in the event that reanalysis may be required. They shall be placed in appropriate storage until (a) thirty (30) business days after final complete deliverable is received by LWDF or LDEQ, or (b) sample holding time expiration, whichever is sooner, unless otherwise notified in writing by LDWF or LDEQ that the samples must be retained for a longer time period. Samples shall be stored in a designated, secure, climate controlled location and its access limited to authorized personnel only. At the end of the storage period, the Contractor shall dispose of all sample material in accordance with the applicable state and federal laws and regulations, ordinances, and

codes. The cost of proper disposal of all remaining sample material shall be included in the Contractor's analytical prices, and shall not be billed separately.

3.11 Turnaround Time (TAT)

The Contractor shall report all analytical results to LDWF or LDEQ as soon as the data are available, but no later than 30 calendar days from sample receipt. Turnaround time shall commence with the laboratory's acceptance of the samples as noted by the time and date of the signature on the chain of custody form.

LDWF or LDEQ may find it necessary to obtain analytical results in less than the turnaround time stated above. In these instances, LDWF or LDEQ will notify the laboratory prior to sample receipt. A cost factor (multiplier) for expediting sample turnaround will be applied. However, if a sample designated for rapid turnaround is not completed in the time allotted, payment will be made according to the TAT multiplier equal to the actual TAT days used for report delivery, or the next highest increment for TAT multipliers, even if the delay is caused by events beyond the control of the Contractor. LDWF or LDEQ must be notified in advance if acceptance of rapid turnaround samples will cause delays in the standard turnaround time for other samples.

When necessary, the contractor must be able to pick up/receive samples late Friday and on weekends or holidays to meet holding time requirements or if samples require a quick turnaround time. If samples are routine and holding times allow, the samples shall be picked up no later than 10 AM the following Monday. The Contractor must coordinate pickup to meet short holding times.

3.12 Consultation

The Contractor shall provide technical assistance regarding sample collection, analysis, and reporting as specifically requested by LDWF or LDEQ. These issues will be considered routine and part of this Statement of Work and shall be included in the Contractor's analysis prices and shall not be separately billed.

If necessary during the term of the contract, the Contractor shall provide analytical consulting services including but not limited to meetings and conferences. In those instances, arrangement to provide consulting services will be made on an "as needed" basis. Consulting conferences shall primarily involve discussions concerning analytical methodology and the resulting data for samples analyzed for LDWF or LDEQ. The Contractor will prepare documents and provide background information within its areas of expertise. The Contractor shall provide organized reports, calculations, and any other documentation necessary to consult regarding the data in question.

3.13 Expert Testimony

If necessary during the term of the contract, the Contractor shall provide qualified expert witnesses for court testimony concerning analytical methodology and the resulting data for samples analyzed for LDWF or LDEQ. The Contractor will prepare documents, assist in the

finding of fact, and provide background information within its areas of expertise. The Contractor shall provide representation and organized reports, calculations, and any other documentation necessary to defend the data in question. Reports and documents gathered by the Contractor for presentation must be submitted to LDWF or LDEQ for review and approval prior to their presentation.

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

3.14 Laboratory Audits

The Contractor shall be available for auditing by LDWF, LDEQ, or either Department's designated representative(s) at any time. In addition to the biannual LELAP audits necessary to maintain accreditation, if during the term of the contract LDWF or LDEQ suspect poor performance, LDWF and LDEQ shall reserve the right to require additional audits, at the expense of the Contractor.

4.0 PROJECT SCHEDULE

Samples will be submitted to the Contractor as needed by LDWF or LDEQ. Within 30 calendar days of sample receipt, a completed deliverable will be submitted to LDWF or LDEQ. If requested by LDWF or LDEQ, accelerated turnaround times shall be necessary.

Current project plans shall include sample collection of 60 water and 36 sediment samples each month. Each sample shall receive analysis for DOSS, as detailed in Attachment 2, Schedule of Prices. The distribution of these samples throughout the month is unknown and will vary depending on weather conditions, logistics, etc. LDWF or LDEQ reserves the right to increase/decrease quantities and/or analyses requested as needs require. No minimum amount of work is guaranteed.

5.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide qualified personnel to accomplish the required tasks. Personnel education and experience shall meet or exceed the requirements of LAC 33:I. Chapters 45-59, Laboratory Accreditation, for key personnel as well as non-supervisory technical personnel.

6.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. Project management shall include, but is not limited to, meetings, supervision, record-keeping, preparation and submission of submittals and deliverables, and contract administration. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

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

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

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

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
 - (a) invoicing;
 - (b) resolving disputes between the Contractor and LDWF; and
 - (c) compliance by the Contractor with all contract clauses and conditions;
- (3) record-keeping; and
- (4) preparation and submission of submittals and deliverables, including but not limited to, final analytical reports.

The Contractor shall assign a Project Manager to be designated during the contract commencement conference who will represent the Contractor's organization and manage the project. LDWF and/or LDEQ shall reserve the right to approve the person assigned as Project Manager, as well as require the replacement of the Contractor's Project Manager should he/she be found unresponsive to LDWF's or LDEQ's inquiries.

The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the LDWF and LDEQ Project Manager informed of the project status through written informal communication.

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

6.1 Deliverables

The Contractor shall prepare and submit one (1) electronic copy of the analytical results (with official laboratory representative signature) and one (1) LDEQ Electronic Data Deliverable (EDD) as soon as the data are available but no longer than thirty (30) calendar days from receipt of samples to the LDWF and LDEQ Project Managers. The Prime Contractor must submit all deliverables generated under this contract. No deliverables will be accepted directly from subcontractors. The analytical reports and EDDs shall be sent to the following email addresses: deqlabinfo@la.gov and choar@wlf.la.gov.

If hard copy reports are required, they shall be sent to an address to be determined at a later date.

Unreasonable (as determined by the LDWF or LDEQ) mailing delays shall be remedied by the Contractor at his expense. Analytical reports sent by overnight means or by courier shall be directed to the address determined above.

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

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

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

Failure to meet the deliverable criteria may result in penalties assessed to the Contractor. These penalties may include reimbursement/non-payment for analytical work.

LDWF or LDEQ will review the report, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance. Upon completion of the contract, the Contractor shall return all materials provided by LDWF or LDEQ for use during this contract.

6.2 Data Packages

The Contractor shall have the capability of producing summary or fully-supported data packages as directed by LDWF or LDEQ.

It is anticipated that less than 50% of analyses will require fully-supported data packages; however, this could be greater based upon the needs of LDWF and/or LDEQ. The Contractor must be able to provide these for any analyses that are conducted.

Fully-supported data packages shall require submitting all raw data and the associated CLP or equivalent summary forms. The summary report shall not require attaching raw data.

The narrative of both the summary and full-supported data reports must address any issues with chain-of-custody, preservation, condition of the sample upon receipt by laboratory personnel, unacceptable QA/QC, and any other notable concerns or issues with the sample and its analytical results.

Preparation methods, as well as any clean up procedures, must be identified in the final report.

When revisions/corrections are requested, the narrative must be revised to describe the reason for change.

6.2.1 Summary Reports

Summary reports must include at a minimum all requirements of LAC 33:I:5313 for reporting. Copies of the chain of custodies must also be included. The data deliverable package shall be one complete document, paginated, with reproduction quality such that all pages are legible. The EDD shall be checked with the EQUIS[®] Electronic Data Processor (EDP) and be free of errors. The report must include the laboratory certification number, the date of report preparation, a cross-reference between the LDEQ sample identifications and the laboratory identifications. The report must define any data qualifiers contained in the analytical results. Associated QC data must be included in the analytical report and the EDD.

6.2.2 Fully-Supported Data Packages

Fully supported data packages must contain all of the required information as the summary report with the additional CLP or equivalent forms and all supporting raw and calculated data. Supporting raw data shall include, but is not limited to, extraction logs, preparation/digestion logs, quantitation reports, chromatograms, instrument analysis reports, analysis/sequence run logs, percent moisture logs, weight logs, bench sheets, standard and reagent logs, sample receipt checklist(s), etc. Raw data for all samples (including any and all dilutions) and any associated method or batch quality control samples must be included. Refer to the applicable CLP SOW for more detailed descriptions of the required forms (<http://www.epa.gov/superfund/programs/clp/>). Custom forms equivalent to the CLP forms shall be acceptable.

7.0 STATE'S RESPONSIBILITIES

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

- (1) provide points of contact (liaisons) for technical and contract activities (LDWF and LDEQ Project Manager and Contract Manager);
- (2) collect samples, label them, and prepare the samples for pickup/shipment, with completed chain of custody form(s);

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

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

8.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The LDWF and LDEQ Project Managers will monitor the progress of the Contractor during the contract by:

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

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

9.0 MEASUREMENT AND PAYMENT

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

Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor without written authorization from LDWF in the form of an approved contract amendment will not entitle him to an increase in contract price.

9.1 Commencement Conference or Conference Call

The commencement conference payment line item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference (approximately two (2) hours) to be held at LDEQ's Headquarters in Baton Rouge or held via conference call at the discretion of LDWF and LDEQ. Payment shall be made in one lump sum in accordance with the rates provided in Attachment 2, Schedule of Prices. Attendance of the Contractor's Project Manager is mandatory. Payment will be made by LDWF following completion of the conference and submission of the Contractor's invoice. Only one line item shall be charged. If the conference is waived, LDWF will not be charged.

9.2 Payment for Analyses

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

Prices listed in Attachment 2, Schedule of Prices shall be for normal 30-day turnaround time and summary/standard reports. When rapid turnaround time (TAT) is required, as directed in writing by LDWF or LDEQ, the appropriate TAT multiplier shall be applied to the base analytical rates. If the number of actual TAT days falls between two of the multiplier options, payment will be made according to the higher number of TAT days.

When fully-supported data packages are required, as noted on the chain of custody or advised in writing by the LDWF and/or LDEQ Project Managers, the multiplier for fully-supported data packages multiplier shall be applied to the base analytical rates in Attachment 2, Schedule of Prices.

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

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

Multipliers shown in Attachment 2, Schedule of Prices, Part 2, shall apply to all analyses listed in the Attachment 2, Schedule of Prices, Part 1. It shall be acceptable for more than one multiplier to be applied (i.e., rapid TAT and fully-supported data). All multipliers shall be applied to the base unit rates.

9.3 Payment for Expert Testimony or Consulting Services

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

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

9.4 Travel Time for Expert Testimony or Consulting

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

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

10.0 RESOURCES

Valuable information concerning this RFP can be found using the following links:

- 10.1 LDEQ EDD Submittal Requirements Manual and List of Valid Values
www.deq.louisiana.gov/portal/tabid/2839/default.aspx
- 10.2 CLP Statement of Work: <http://www.epa.gov/superfund/programs/clp/>
- 10.3 Per Daling and Liv-Guri Faksness. 2002. Laboratory and reporting instructions for the CEN/BT/TF 120 Oil Spill Identification – Round Robin Test – May 2001. SINTEF Report.
- 10.4 Mississippi Canyon 252 (Deepwater Horizon) Natural Resource Damage Assessment Analytical Quality Assurance Plan. NOAA, v2.1, July 2010.

ATTACHMENT 2
SCHEDULE OF PRICES
“Analytical and Consulting Services - Seafood Safety Response Related – DOSS”
Louisiana Department of Wildlife and Fisheries
and
Louisiana Department of Environmental Quality

Part 1: Analytical Prices

Analytical Rates in Part 1 shall be based on summary reports and standard 30 day turnaround time.

Line Item	Description	Analytical Method	Minimum Detection Limit	Payment Unit	Unit Rate	Analyzing Laboratory
1a	Diocylsulfosuccinate sodium salt (DOSS, CAS 577-11-7) by liquid chromatography (LC)/MS/MS for quantitative assessment	LC/MS/MS or LDEQ approved method	Water	per sample	\$	
1b			Sediment	per sample	\$	

Part 2: Multipliers

To be applied to base analytical rates when necessary. Fill in surcharge percentage only, not total percentage (i.e. if 5%, fill in 5%, not 105%).

Line Item	Description	Payment Unit	Unit Rate
2	Fully supported data package	% per Sample Delivery Group	%
3	Accelerated Turnaround Time - 3 days	% per Sample Delivery Group	%
4	Accelerated Turnaround Time - 7 days	% per Sample Delivery Group	%
5	Accelerated Turnaround Time - 14 days	% per Sample Delivery Group	%
6	Accelerated Turnaround Time - 21 days	% per Sample Delivery Group	%

Part 3: Other Rates

Line Item	Description	Payment Unit	Unit Rate
7	Commencement Conference - at LDEQ HQ	Lump Sum	\$
8	Commencement Conference - conference call	Lump Sum	\$
9	Consulting (i.e. meetings at LDEQ, etc.)	Hour	\$
10	Expert Testimony	Hour	\$
11	Travel Time for Expert Testimony or Consulting	Hour	\$

Rates for lines 1 – 8 shall include all direct costs (labor, supplies, equipment, Sampling Supplies as described in 3.5 of Attachment 1, SOW, Sample Pickup and Transport as described in 3.6 of Attachment 1, SOW and Sample Storage and Disposal as described in 3.10 of Attachment 1, SOW, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

Rates for lines 9 – 11 shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line item and profit.

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

ALL BLANKS MUST BE COMPLETED.

**ATTACHMENT 3
Form A**

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

Contractor: _____

Project Title: " _____ "

Reporting Period: _____

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

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

Signature _____ Date _____