

REQUEST FOR PROPOSALS

“Microgravimetric Weighing of PM 2.5 Filters”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 3000005961

Proposal Due Date/Time: September 2, 2016/3:00 p.m. CST

Issue Date: August 3, 2016

REQUEST FOR PROPOSALS

“Microgravimetric Weighing of PM 2.5 Filters” Louisiana Department of Environmental Quality

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“Microgravimetric Weighing of PM 2.5 Filters” Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals (RFP)

The Louisiana Department of Environmental Quality, hereinafter referred to as the “Department”, requires the services of a well-qualified contractor to provide assistance for filter processing to measure the particulates in the environment that are equal to or less than 2.5 micrograms per cubic meter. The goals are to ensure compliance with the Clean Air Act in an effort to monitor and improve air quality. The Department invites 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 thirty-six (36) months, beginning approximately January 1, 2017 and ending approximately December 31, 2019. Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract amount based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. The Department reserves the right to amend the contract to increase the number of units of requested services and thereby 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 State Procurement.

Although the contract will be federally funded in part, neither the United States Environmental Protection Agency, nor any other federal departments, agencies, nor employees are, or will be, a party to this RFP or any resulting contract.

1.3 Proposal Preparation

Instructions for preparing proposals are provided in Part III of this Request for Proposal. 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 Department's Financial Services Division no later than 3:00 p.m. CST on or before August 17, 2016. Do not contact other Department personnel with questions regarding this RFP.

Questions may be mailed to:

Sharon Schexnayder
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) 219-3868.

Questions submitted in any other manner or to any other address, email, or telephone number will not be answered.

Only Sharon Schexnayder or her designee has the authority to officially respond to proposer's questions on behalf of the Department. Any communications from any other individuals are not binding on the Department.

Responses to these questions will be posted on www.deq.louisiana.gov/RFP. Responses will be posted on or before August 18, 2016. Additionally, Questions and Answers will also be posted to LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> 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, addenda, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.

1.5 Submission of Proposals

The Department requests that five (5) copies of the technical proposal and one (1) copy of the financial information be submitted to the address specified below no later than 3:00 pm CST on or before September 2, 2016. **At least one copy of the technical proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization.** A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the technical proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

Proposals, amendments, and any other information received after the date and time identified above will not be considered.

All proposals should be delivered to:

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

The U. S. Postal Services does not deliver mail directly to the Department's Headquarters at the address above. Therefore, Proposers must 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 shall be solely responsible for the timely delivery of their proposals. The Department will not acknowledge by mail or telephone timely receipt of proposals.

1.6 Changes, Addendum, or Withdrawal of Proposals

The Department shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwcfprd.doe.louisiana.gov/osp/lapac/pubMain.cfm> or www.deq.louisiana.gov/RFP. It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

Any changes or addendum 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 Department 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 Department prior to the deadline to submit proposal.

1.7 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.4 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

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

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

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

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

1.8 RFP Schedule Summary

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

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	August 3, 2016	
Deadline for the Department receipt of written questions from prospective Proposers	August 17, 2016	3:00 p.m. CST
Post responses to written inquires	August 18, 2016	
Proposal due date and time	September 2, 2016	3:00 p.m. CST
Oral presentations by Proposers (if required)	September 26, 2016	
Estimated award date	Approximately October 6, 2016	
Estimated initiation of the contract period	Approximately 1/1/2017	

1.9 Definitions

Contractor – Any person or firm having a contract with a governmental body; the selected proposer

DOA - Division of Administration

OSP – Office of State Procurement

Proposer – A firm or individual who responds to this RFP

RFP - Request for Proposals

Shall, Will, Must - Denotes a mandatory requirement

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

State - The State of Louisiana

The Department - Louisiana Department of Environmental Quality

PART II. GENERAL INFORMATION

2.1 Corporation Requirements

If the Proposer is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall obtain 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 Department.

If the Proposer is a for-profit corporation whose stock is not publicly traded, the Proposer shall file a Disclosure of Ownership form 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 Department.

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. Proposers 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

Proposers 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 Department 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 before work begins.

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 Department 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 Department Project Manager and shall meet the requirements of LAC 33:I.5313 and The National

Environmental Laboratory Accreditation Conference (NELAC) Institute standard of 2009 (2009 TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

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 the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

Evidence of LELAP accreditation for any/all laboratories proposed to be used by the Contractor must be provided and approved by the Department 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, R.S. 44:1 and become the property of the Department and will not be returned.

2.6 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 <http://smallbiz.louisianaeconomicdevelopment.com>.

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), the Proposer shall complete and include in their proposal, Appendix D, Veteran-Owned and Service-Connected Small Entrepreneurships (Veterans Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Table. Reserved points will be allocated according to the information provided by the proposer, not by what could be inferred.

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 B

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/39:2171>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/Legis/Law.aspx?d=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.la.gov/Pages/osp/SE/se.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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/anonymouse?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> 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 Department'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 shall not be 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, 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 Department. 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 as identified in Attachment 1, SOW, Section 5.0 Minimum Qualifications of the Contractor's Personnel. This chart should specifically include, but need not be limited to, Laboratory Manager, Laboratory Technical Director, Project Manager, Project Manager Backup, Quality Assurance Manager, and Supervisors. Instrument Operators and Analysts may be grouped on the organizational chart indicating staff availability (i.e., quantity/number of Operators/Analysts); Operators and Analysts need not be named on the organizational chart. This chart should show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, and points of contact for the Department, 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 Department, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

(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 Department as end products of the services rendered.

Proposals should also include a proposed schedule (division of tasks/interim outputs). Proposals should include a statement of intent by the Proposer that all filter handling and weighing procedures as well as associated QA/QC measures shall be conducted by the

Contractor in accordance with Environmental Protection Agency (EPA's) regulatory requirements (40 CFR 50, Appendix L, Sec. 8) and Section 2.12 of EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, Vol. II, Ambient Air Specific Methods, EPA/600/R-94/038b.

The proposal MUST include evidence that the commercial laboratory to be used in performing the contracted services is accredited by LELAP. Proposals which do not include this information shall be disqualified.

3.2.4 Personnel Qualifications and Experience

The Proposer should provide evidence that its proposed staff meets or exceeds the minimum education and experience requirements described in Attachment 1, SOW, Section 5.0 Minimum Qualifications of the Contractor's Personnel. The Department 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. **Resumes are not required for Instrument Operators or Analysts.**

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 microgravimetric weighing of PM 2.5 filters. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the Department may be considered by the Department 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 Department may 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 proposed for use by the Proposer 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 intended subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

If any of the subcontractors proposed by the Proposer is a certified small entrepreneurship, the proposer shall complete and include in their proposal all documentation as described in Section 2.6 of this RFP.

3.2.7 Price Proposal (Schedule of Prices)

Each Proposer must submit a price proposal using the Department'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 Department prior to proposal submission. The Department 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.

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 Certified Public Accountant (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 100% Performance Bond

If a performance bond is chosen by the Proposer as evidence of financial capability, 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.

If the performance bond is chosen by the Proposer as evidence to demonstrate financial capability, the Performance Bond is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

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

The selected Proposer may be required to provide additional information as requested by the Department.

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., documents submitted by Proposers 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 the Department in accordance with LAC 33:I. Chapter 5 and applicable laws. Upon review of the written request, the Secretary of the Department will determine if the information requires confidentiality.

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

A Selection Committee composed of the Department 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 Department and shall not be evaluated by the Selection Committee:**

- (1) an original 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 appropriate LELAP accreditation for any/all laboratories proposed to be used for filter processing, consistent with Part III, Section 3.2.3 Scope of Services,**
 - (2) Performance of Project Tasks – evidence shall include but is not limited to:**
 - copy of the laboratory’s LELAP certificate; or**
 - the laboratory’s detailed LELAP scope of accreditation**

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 Department 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 Department Secretary or his designee. The tentative selection is subject to the approval of the Secretary of the Department or his designee and the Division of Administration, Office of State Procurement. The Secretary of the Department or his designee is the only individual who can legally commit the Department 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 State Procurement.

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 (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).	20
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 microgravimetric weighing of PM 2.5 filters (Part III, Sections 3.2.5 and 3.2.6).	25
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 proposal with the lowest total price from Attachment 2, Schedule of Prices, will receive the maximum possible points. All other proposals will be rated using the following formula:

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

4.4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

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 Department'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.

Proposers may be requested to make oral presentations of their proposals to enhance the Department 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 Department's Financial Service's Division on or before September 19, 2016. Presentations will be made by the selected Proposers on September 26, 2016, at a time assigned by the Department.

If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation using the same evaluation criteria in Section 4.2 except that the cost score will remain unchanged.

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 34:2536.2. The Department is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless the Department has first determined that such person or firm is responsible according to the standards described in this section. The Department 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 Department reserves 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 Department 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 Department estimates that the contract will be awarded by approximately October 6, 2016 and will issue a “Notification of Award” letter to the successful Proposer. Unsuccessful Proposers will also be notified of the Department’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

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within fourteen (14) calendar days after the award has been announced by the agency.

4.9 Right to Prohibit Award

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

**APPENDIX A
PROPOSAL COVER SHEET**

Project Title: “Microgravimetric Weighing of PM 2.5 Filters”

Proposer: Company Name: _____

Company Address: _____

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:

Official Contact Name: _____

Title: _____

Mailing Address: _____

Physical Address (if different): _____

Email Address: _____

Telephone No. (_____) _____

FAX No. (_____) _____

The Proposer designates the above-named person as the person to receive all documents relative to the proposal and contract. Proposer certifies that the above information is true and grants permission to LDEQ to contact the above named person or otherwise verify the information provided.

Subcontractors (add lines as necessary):

Name	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. The information contained in its response to this RFP is accurate.
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions and all other administrative requirements set forth in this RFP.
4. This proposal will remain in effect for at least ninety (90) calendar days from the proposal due date.
5. Proposer possesses 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.
6. Proposer will be ready and able to begin work within fifteen (15) business days after contract award.

7. Proposer accepts the mandatory Department of Environmental Quality contract provisions (Appendix C).
8. The undersigned is authorized to represent _____ and can commit the organization to all provisions of this proposal.
9. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
10. 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**

"Microgravimetric Weighing of PM 2.5 Filters" RFP
(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
CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2016, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and **Contactor Name**, **Contractor Address**, **Tax ID No.** _____ hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department 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 "**Microgravimetric Weighing of PM 2.5 Filters**" with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from January 1, 2017 through December 31, 2019.

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 State Procurement and participation in a Commencement Conference to be scheduled by the Department at its office.

5. PAYMENT TERMS

The amount which the Department 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 Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department 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 Department 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 Department 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 State Procurement. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department 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 participation in a commencement conference call, upon completion and approval of the Quality Assurance Project Plan, upon filters processed and approved and consulting hours worked as determined by the Project Manager.

The rates for each line shall include all associated direct and indirect costs as specified in Attachment 2, Schedule of Prices.

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 the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2 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 Department

Project Manager and that meets the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

b. Payment Procedure:

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

- (1) The Contractor should submit an original and one (1) copy of an invoice quarterly for work performed during the preceding quarter, within ten (10) working days of the end of that quarter. Multiple filter batches may be included on one invoice. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.
- (2) The Contractor shall submit the invoice to:

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

or submit electronically to DEQAccountsPayable@la.gov

Each invoice must include:

- (a) the LaGov number;
 - (b) the name and address of the Contractor;
 - (c) the number of filters processed, date shipped and filter identification number(s);
 - (d) total amount requested; and
 - (e) supporting documentation for hours billed (timesheets) for hours worked performing consulting services.
- (3) The Contractor shall attach a copy of the Attachment 3, Form A Monitoring Report to all requests for payments.
 - (4) The Contractor shall attach a copy of the Attachment 3, Form B LaVet/SE-HI Report to all requests for payments.

Payments shall be made by the Department 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 the Department's Office of Environmental Compliance/Assessment Division.

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 Department the deliverables specified in Attachment 1, Statement of Work as products of the services rendered under this contract. The Department 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 Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department 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 Department.

9. CORRECTION OF DEFICIENT WORK

Prior to payment by the Department, the Contractor shall promptly, without additional cost to the Department, 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 Department. 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 Department 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 Department activities. Conviction for such practices shall be cause for termination of this contract, and the Contractor shall reimburse all the Department funds associated with all inadmissible results (analyses, administration, and sample collection).

10. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Department 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 Department. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

12. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, U.S. Environmental Protection Agency, 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 Department 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 Department 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 Department 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 Department 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 Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, 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. 39:1672.2 through 1672.4.

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, EPA Title IV implementing regulations, 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, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

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 AND GRANT

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.

The Contractor is hereby advised that a U.S. Environmental Protection Agency Grant is being used by the Department to partially fund this contract. The Contractor shall comply with the requirements of this grant. See Attachment 5, Requirements of the Grant. Continuation of this contract is contingent upon grant approval.

19. FORCE MAJEURE

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department 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 or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department 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 Department 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. 39:1624(A)4, 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 except provided for in R.S. 39:1626.

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 Department 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 Department 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 Department.

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 \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

(2) **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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 accident 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.

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

Any deductibles or self-insured retentions must be declared to and accepted by the Department. 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) Commercial General Liability and Automobile Liability Coverages

- (a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.
- (b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.

(2) Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

- (a) All policies must be endorsed to require 30 days written notice of cancellation to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Department of policy cancellations or reductions in limits.
- (b) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not 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 Department 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 Department, its officers, agents, employees and volunteers.

d. **Acceptability of Insurers**

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

e. **Verification of Coverage**

- (1) Contractor shall furnish the Department 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 Department before work commences and upon any contract renewal or insurance policy renewal thereafter.

- (2) The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303
Attn: LaGov No.

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

- (4) Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Subcontractors**

Contractor shall 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 Department reserves the right to request copies of subcontractor's Certificates at any time.

g. **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.

h. **Indemnification/Hold Harmless Agreement**

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

2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

28. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the Department urges 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 these businesses, go to <http://smallbiz.louisianaeconomicdevelopment.com> and select the appropriate program.

The Contractor agrees to obtain written Department 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 Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

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 Department 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. 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 Department 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 Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

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 the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

The Contractor agrees that the Department 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 Department 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.

31. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department'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 B. 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 Department becomes 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 both parties, and approved by the Division of Administration, Office of State Procurement. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT 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.

WITNESSES:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Karyn Andrews
Undersecretary
Office of Management and Finance

WITNESS:

CONTRACTOR:

Company Name

APPENDIX D

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Table

(see Sections 2.6 and 4.4 of the RFP)

"Microgravimetric Weighing of PM 2.5 Filters" RFP

(Enlarge or duplicate table as necessary)

Name of Certified Veteran Initiative or Hudson Initiative Small Entrepreneurship Subcontractor	Dollar Value of Subcontract (specific to this project) or Anticipated Earnings to Accrue to the Subcontractor (conveyed as percentage of total project/award)	Years of Experience and Qualifications of Subcontractor (conveyed as number of years of relevant experience)	Description of Work Subcontractor will Perform

ATTACHMENT 1
STATEMENT OF WORK
“Microgravimetric Weighing of PM 2.5 Filters”
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality, hereinafter referred to as “the Department”, requires the services of a well-qualified contractor, accredited by the Louisiana Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP), to perform microgravimetric weighing of PM 2.5 filters. This project will be under the direction of the Department’s Air Quality Assessment Division (AQAD).

1.1 Goals and Objectives

The objective of this contract is to measure the amount of particulates in the environment that are equal to or less than 2.5 μm . The goal is to ensure compliance with the Clean Air Act in an effort to monitor and improve air quality.

2.0 BACKGROUND INFORMATION

The Department has collected data from the microgravimetric weighing of PM 2.5 filters for several years. The Department does not have the capability to perform the weighing services in-house, but relies on contracted, LELAP-accredited laboratories. This data is compared to the National Ambient Air Quality Standards for PM 2.5, which is maintained by the US Environmental Protection Agency (USEPA).

3.0 CONTRACTOR TASKS

Services provided by the Contractor shall include the following tasks.

3.1 Commencement Conference Call

A commencement conference call shall be held between the Contractor’s key personnel and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The commencement conference call is anticipated to take place within ten (10) calendar days of issuance of the Notice to Proceed. The Department will select the date and time and will give two (2) calendar days advance notice to the Contractor of the conference call.

3.2 Development of Quality Assurance Project Plan

The Contractor shall prepare and submit to the Department a Quality Assurance Project Plan (QAPP) conforming to EPA’s Guidance for Quality Assurance Project Plans, QA / G-5, which can be found at <http://www.epa.gov/quality/qs-docs/g5-final.pdf>. The Contractor shall submit the

QAPP within 7 calendar days of receipt of the Notice to Proceed to:

Physical Address for Overnight Submittal:

Jennifer Zimmer
Office of Environmental Compliance
Assessment Division
602 N. Fifth Street
Baton Rouge, LA 70802

Mailing Address for Regular Mail:

Jennifer Zimmer
Office of Environmental Compliance
Assessment Division
P.O. Box 4312
Baton Rouge, LA 70821-4312

Filter weighing activities shall not occur until the Department's approval of the QAPP, unless due to extenuating circumstances, the Department waives this requirement.

3.3 Consulting Services

The Contractor shall provide billable consulting services related to microgravimetric weighing of PM 2.5 filters only as directed by the Department. Billable consulting services shall be for special situations or projects, assigned by the Department. The request for billable consulting services will be sent in writing by the Department to the Contractor. The anticipated hours of consulting will be negotiated in advance between the Department and the Contractor, and must be approved by the Department Project Manager. The Department does not anticipate requiring the Contractor to travel.

3.4 Microgravimetric Weighing

The Contractor shall conduct microgravimetric weighing of PM 2.5 filter elements. This process shall include pre-weighing and post-weighing of filters using a microbalance capable of $\pm 1\mu\text{g}$ readability and repeatability, archiving of filters, and calculation of particulate concentrations. All filter handling and weighing procedures as well as associated QA/QC measures shall be conducted by the Contractor in accordance with EPA's regulatory requirements (40 CFR 50, Appendix L, Sec. 8) and Section 2.12 of EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, Vol. II, Ambient Air Specific Methods, EPA/600/R-94/038b.

3.5 Receipt of Filters from the Department

The Contractor will receive the filters, filter cassettes, filter cassette magazines and the magazine containers, which will be provided by the Department. These will be sent to the Contractor by the Department upon execution of the contract. Projected start date for the work is anticipated to

be January 1, 2017, which will require the appropriate number of pre-weighed filters to reach each of the five regions listed in Enclosure A, Filter Shipping Locations, four calendar days prior to the work start date.

3.6 Sample Shipping

The Contractor shall provide shipping for tare (pre-weighed) filters and samples. In order to comply with EPA's 4°C requirement, the Contractor shall provide a UPS or other reputable overnight express parcel service recipient billing account for the use of the Department and its authorized cooperating agencies to facilitate shipping of samples to the Contractor's site. For transport of exposed filters, the Contractor shall provide special shipping containers with an appropriate cooling medium which demonstrates compliance with EPA's regulatory requirements (40 CFR 50, Appendix L, Sec. 8) and Section 2.12 of EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, Vol. II, Ambient Air Specific Methods, EPA/600/R-94/038b. Minimum/Maximum thermometers provided by the Contractor shall be included in sample shipments for temperature monitoring.

Filters shall be shipped by the Contractor to the five locations listed in Enclosure A.

3.6.1 Expiration of Tared Filters

The Contractor shall recondition and reweigh all unused filter elements that have exceeded the maximum of 30 calendar days allowed between tare weight determination and exposure. If the expiration of tared filters could have been prevented by the Contractor, then the additional costs for shipping, handling, and re-taring the expired filter elements shall be absorbed by the Contractor. If the expiration of tared filter is due to circumstances beyond the control of the Contractor, then the additional costs for shipping, handling, and re-taring of each expired filter element shall be charged to the Department at the rate of one-half of the cost per sample.

Filters must be received by the regional office within 7 calendar days of the initial weighing by the contract laboratory to prevent expiration before they can be used. The EPA posts a monitoring schedule for the year to show the sampling frequencies. Since each region has different units that run on 3 day, 6 day, and 12 day (calendar) schedules, diligence is needed to ensure that the filters are sent to that region on time. The postmark (date and time stamped) and the monitoring schedule for that region will be used to determine if the laboratory has sent the filters in time to be utilized before the filter's expiration date. If the postmark on the shipment indicates less than 20 calendar days from the expiration date and the filters cannot be used in time, then this will be used to show that the Contractor will absorb the extra expense.

3.7 Anticipated Volume

The Department anticipates a volume of 2666 ± 5% for the period January through December; this number includes both field samples and field blanks.

4.0 PROJECT SCHEDULE

The project schedule shall be determined by the Department and the Contractor. Frequency of shipments should be in accordance with Enclosure B, Suggested Shipping Schedule.

5.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide qualified personnel to accomplish the required tasks. Personnel shall have relevant experience in microgravimetric weighing of PM 2.5 filters. The Project Manager and backup should have a Bachelor's degree in Science and three (3) years experience (prior to this RFP's proposal submission deadline) in microgravimetric weighing of PM 2.5 filters in accordance with EPA Quality Assurance Guidance Document 2.12.

The Contractor should provide qualified personnel, including non-supervisory, to accomplish the required tasks. All personnel, including non-supervisory personnel, should meet education and experience requirements of LAC 33:I. Chapters 45-59, Laboratory Accreditation. Personnel includes the Laboratory Manager, Laboratory Technical Director, Quality Assurance Manager, Supervisors, Instrument Operators and Analysts.

6.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

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

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
 - (a) invoicing;
 - (b) changes to the contract;
 - (c) resolving disputes between the Contractor and the Department; and
 - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings and training sessions;
- (4) record-keeping, including maintenance of all supporting documentation and records for ten (10) years after final payment in accordance with LELAP standards; and
- (5) preparation and submission of submittals and deliverables

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal, to represent the Contractor's organization and to manage the project. The Department reserves the right to approve the person assigned as Project Manager.

The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the Department Project Manager informed of the project status through email, phone contact, and informal communication.

6.1 Deliverables

The Contractor shall prepare and submit the following written deliverables to the Department within the time specified.

The Contractor shall submit weighing results (calculated PM 2.5 values in microgram per cubic meter unit) and appropriate QA/QC results on CD and/or by email as directed by the Department in AQS format on a monthly basis. One (1) hard copy of results shall also be submitted. All results shall be mailed to:

Jennifer Zimmer
Office of Environmental Compliance
Assessment Division
P.O. Box 4312
Baton Rouge, LA 70821-4312

The Department 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 the Department for use during this contract.

7.0 DEPARTMENT RESPONSIBILITIES

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

- (1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager). The current primary contacts for the Department are Douglas Wafer, P.E.; email doug.wafer@la.gov as Project Manager, and Jennifer Zimmer; email Jennifer.Zimmer@la.gov as QA Officer.
- (2) provide filters for weighing in a timely manner;
- (3) provide the Department materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (4) review, require revision as necessary, and accept deliverables.

The Department 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,

the Department 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 Department's Project Manager will monitor the progress of the Contractor during the contract by:

- (1) monitoring the Contractor's work through telephone communication, meetings and review of Monthly Progress Reports;
- (2) ensuring that deliverables are submitted within the timeframe of the contract;
- (3) reviewing, requiring correction as necessary, and approving all deliverables and submittals;

The Department's Project Manager will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

In addition, the Department maintains the right to conduct a site visit and inspect Contractor laboratories and sample preparation facilities at any reasonable time during business hours. Audits will be conducted according to LAC 33: I: 4709 and LAC 33: I: Chapter 51.

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 may be requested by the Contractor upon successful completion of each task and acceptance of the task deliverable by the Department.

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

9.1 Commencement Conference Call

The Commencement Conference Call payment item shall include all activities and resources necessary for participation by the Contractor. Payment shall be made at the lump sum rate.

9.2 Quality Assurance Project Plan

The Quality Assurance Project Plan payment line item shall be on a lump sum basis, and shall include all activities and resources necessary for development of the Quality Assurance Project Plan, including any necessary document revisions required by the Department.

9.3 Filter Processing

The Filter Processing payment line item shall be on an “each” (per filter) basis, and shall include all activities and resources necessary for performing this task.

9.4 Consulting Services

The Consulting Services payment line item shall be on an hourly basis, and shall include all activities and resources (including travel) necessary for performing this task. Hours to be paid will be limited to those approved on a case-by-case basis by the Department Project Manager. Refer to Section 3.3 of this document.

Enclosure A
FILTER SHIPPING LOCATIONS

Filters shall be shipped by the Contractor to the five locations listed below:

1. Acadiana Regional Office
111 New Center Drive
Lafayette, La. 70508
ATTN: Troy Fontenot

2. Dept. of Environmental Quality (Capital Regional Ofc.)
602 N. Fifth St.
Baton Rouge, LA 70802
ATTN: Steve Murrell, Assessment/Air Analysis Section

3. Northwest Regional Office
1525 Fairfield, Room 520
Shreveport, LA 71101-4388
ATTN: Joel Harris

4. Southeast Regional Office
201 Evans Road, Building 4, Suite 420
New Orleans, LA 70123-5230
ATTN: Peter Cazeaux

5. Southwest Regional Office
1301 Gadwall Street
Lake Charles, LA 70615
ATTN: Mary Arnold

Enclosure B
Suggested Shipping Schedule (Based on a 12 day period)

Estimated PM 2.5 Filter Assessment for January - December by Region

Region	Number of Monitors	Sampling Frequency 1 in:	Number of Filters to be sent every shipping period*
Capital Region (CRO) -contact: Steve Murrell			
BR Capitol	1	1	12
BR Capitol Collocated	1	12	1
Geismar	1	3	4
Port Allen	1	1	12
Hammond	1	3	4
Hammond Collocated	1	12	1
Total Number of Filters for the Region (includes 5 blanks) =			39
Southeast Region -contact: Peter Cazeaux			
Kenner	1	6	2
Near Road	1	3	4
Marrero	1	3	4
Chalmette Vista	1	6	2
Houma	1	3	4
Total Number of Filters for the Region (includes 5 blanks) =			21
Southwest Region - contact: Mary Arnold			
Vinton	1	3	4
Total Number of Filters for the Region (includes 1 blank) =			5
Acadian Region - contact: Troy Fontenot			
Alexandria- LSU	1	3	4
Lafayette - USGS	1	3	4
Total Number of Filters for the Region (includes 1 blank) =			9
Northwest Region -contact: Joel Harris			
Shreveport Calumet	1	3	4
Shreveport Calumet Collocated	1	12	1
Monroe Airport	1	3	4
Total Number of Filters for the Region (includes 3 blanks) =			12
APPROXIMATE GRAND TOTAL with blanks			86
This total is approximate because is based on scheduled runs. Does not account for downtime, special extra runs, etc.			

The number of blanks will be an additional 10-15% of the total number of filters used at each site and divided among the total number of shipping periods.

* A shipping period will be every 12 calendar days. There will be 31 shipping periods, thirty 12-day periods and one 5-day period. LDEQ reserves the right to extend the 5-day period to a 12-day period.

** For Alexandria & Houma sites, 4 and 5 filters should be alternated between shipments.

Anticipated volume 31 shipping periods x 86 samples : 2666 +/- 5% for January to December: 2799.3

X three YR term = 8398

ATTACHMENT 2
SCHEDULE OF PRICES
“Microgravimetric Weighing of PM 2.5 Filters”
Louisiana Department of Environmental Quality

Line Item No.	Pay Item Description	Payment Unit	Maximum No. of Units	Unit Rate ¹	Line Total
1	Commencement Conference Call	Lump Sum	1	\$ -	\$ -
2	Quality Assurance Project Plan	Lump Sum	1	\$ -	\$ -
3	Filter Processing ^{2,3}	Each	8398	\$ -	\$ -
4	Consulting Services	Hour	10	\$ -	\$ -
Total Price					\$ -

¹ The rate 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 associates with this line and profit.

²The per filter rate shall also include: shipping costs for tare (pre-weighed filters and samples), provision of reputable express parcel service recipient billing account for the use of the Department and its authorized agencies, prepared shipping containers, minimum/maximum thermometers, cooling medium, sample storage, and proper disposal of sample materials.

³ Number of filters based on 31 shipping periods x 86 filters x 5% for contingency purposes x 3 Years. Refer to Enclosure B, Suggested Shipping Schedule.

The Department reserves the right to transfer among existing “schedule of prices” line items. The cumulative transfers cannot exceed 10% of the total contract amount. Supporting documentation must accompany each transfer request.

***ALL BLANKS MUST BE COMPLETED**

ATTACHMENT 3

Form A

MONITORING REPORT

Date: _____ LaGov No. _____

Contractor: _____

Project Title: “ _____ ”

Invoice No.: _____ Invoice Amount: _____

Total Contract Amount: \$ _____ Balance: \$ _____

Reporting Period: _____

Total Invoiced to Date: \$ _____

I. **WORK COMPLETED TO DATE:**

A. **Hourly** (include services performed and number of hours worked).

B. **Scope of Services Outlined by Tasks** (include tasks completed or portion of task completed to date).

II. **FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:**

A. **Tasks and/or milestones accomplished** (give dates)

B. Tasks and/or milestones not accomplished with explanation of assessment of:

1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III. DELIVERABLES

IV. OTHER DISCUSSION OF SPECIAL NOTE

Contractor _____ Date _____
Signature

Approval _____ Date _____
Department Project Manager

**ATTACHMENT 3
Form B**

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

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

Signature

Date

ATTACHMENT 5**REQUIREMENTS OF THE GRANT****1. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS**

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBE's on solicitation lists and soliciting them whenever they are potential sources.
- b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBE's in the competitive process.
- d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f. If the prime contractor awards subcontracts, require the prime contractor to take steps outlined above (a. – e.).
- g. Include in bid documents for subcontractors the negotiated "fair share" percentages:
 - MBE: Construction 13.00%; Supplies 7.00%; Services 21.00%; Equipment 3.6%
 - WBE: Construction 9.00%; Supplies 7.00%; Services 17.00%; Equipment 5.00%

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The prime contractor shall pay all subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.

The prime contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

2. REPORTING REQUIREMENTS:

- a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted annually by the Contractor on Attachment 5, Form A. The information in the report should cover the period ending September 30th and must be submitted within fourteen (14) calendar days of the end of the preceding period.

This report should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

- b. Each Contractor must provide their Data Universal Numbering System (DUNS) number by completing Attachment 5, Form B, Transparency Act Reporting Information Form. **This form must be provided to the Department within 30 days upon receipt of a fully executed contract.**

This form should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
Attn: Contracts
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

3. DBE PROGRAM CERTIFICATION INFORMATION

The Department wishes to encourage uncertified DBE's to seek certification. For more information go to http://www.epa.gov/osbp/dbe_team.htm.

**ATTACHMENT 5
Form A**

**MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____**

1. Procurement Made By		2. Business Enterprise		3. \$ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Services (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Contractor	Sub-Contractor	Minority	Women				

Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

- A = Business Services
- B = Professional Services
- C = Repair Services
- D = Personal Services

A good faith effort has been made to obtain MBE/WBE vendors _____

Signature

DATE: _____

Annual Reporting ____ (Oct-Sept)

**ATTACHMENT 5
FORM B
TRANSPARENCY ACT REPORTING INFORMATION FORM**

This form is required for projects funded in whole or in part from federal grants awarded on or after October 1, 2010.

Contractor information:

Name:	
Data Universal Numbering system (DUNS) No.*:	
LDEQ LaGov Number:	
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of contractor Utility Service Area:	

*If the DUNS No. provided above is registered under a different name than the recipient of funding, please provide the registration name below:

DUNS Name	
-----------	--

DUNS Registration Information: <http://fedgov.dnb.com/webform> OR 1-866-705-5711

Registration is free and can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes. Internet requests are fulfilled within 24 hours. If the contractor has not yet obtained a DUNS Number, please do so immediately. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Description of the project:

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did contractor receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did contractor receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the contractor through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	