

# **REQUEST FOR PROPOSALS**

**“Microgravimetric Weighing of PM 2.5 Filters”**

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**



**RFP No: 5212-08-01**

**August 14, 2007**

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# REQUEST FOR PROPOSALS

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

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## REQUEST FOR PROPOSALS

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

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#### PART I. ADMINISTRATIVE INFORMATION

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##### 1.1 Request for Proposals

The Louisiana Department of Environmental Quality (LDEQ), by complying with the Clean Air Act, is responsible for measuring the amount of particulates in the environment that are equal or less than 2.5  $\mu\text{m}$ . LDEQ invites all interested and qualified companies to submit proposals to provide the services required for these activities as described in Attachment 2, Statement of Work.

##### 1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately January 1, 2008, and ending approximately December 31, 2008. 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 cost based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. LDEQ reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract cost, using the unit prices established in the Schedule of Prices. This contract and any amendments require the approval of the Louisiana Office of Contractual Review.

##### 1.3 Proposal Preparation

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

##### 1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the LDEQ Contracts and Grants Division by August 24, 2007. Do not contact other LDEQ program personnel with questions regarding this RFP.**

Questions may be mailed to:

Helen Hebert, Contracts and Grants Division  
Louisiana Department of Environmental Quality  
P. O. Box 4303  
Baton Rouge, LA 70821-4303

or submitted by e-mail to: [Helen.Hebert@la.gov](mailto:Helen.Hebert@la.gov)

Questions will also be accepted by FAX at (225) 219-3823. Responses to these questions can be accessed by going to [www.deq.louisiana.gov](http://www.deq.louisiana.gov), Contracts and Grants Division.

### **1.5 Submission of Proposals**

If you desire to submit a proposal, six (6) copies of the technical information presented in Section 3.2 Elements for Technical Proposal (Volume I), and one (1) copy of the financial information presented in Section 3.3 Elements for Financial Information (Volume II), must be received by the Louisiana Department of Environmental Quality (LDEQ), Contracts and Grants Division, **no later than 3:00 p.m. local time on or before September 13, 2007. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Laura McDonald, Contracts and Grants Division  
Louisiana Department of Environmental Quality  
602 N. Fifth Street, Room 931 (9<sup>th</sup> Floor)  
Baton Rouge, Louisiana 70802

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

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

### **1.6 Changes, Addendum, or Withdrawal of Proposals**

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

**1.7 RFP Schedule Summary**

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

**Table 1. RFP Schedule Summary.**

<b>Event</b>	<b>Date</b>	<b>Local Time</b>
Begin advertisement of RFP	August 14, 2007	
Deadline for LDEQ receipt of written questions from prospective proposers	August 24, 2007	4:00 p.m.
Proposal due date and time	September 13, 2007	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately October 3, 2007	
Estimated initiation of the contract period	Approximately January 1, 2008	

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## **PART II. GENERAL INFORMATION**

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### **2.1 “Foreign” Corporations Contracting with the State of Louisiana**

According to the provisions of LSA R.S. 12:301-302, any corporation which is incorporated in another state must have a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. NOTE: The certificate of authority should not be submitted with the proposal. However, the Louisiana Certificate of Authority must be provided prior to contracting with the LDEQ.

### **2.2 Disclosure of Ownership Affidavit**

All for-profit corporations whose stock is not publicly traded must file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office before contracting with state government. Non-profit corporations and for-profit corporations whose stock is publicly traded are exempt from this requirement. NOTE: The Disclosure of Ownership Affidavit should not be submitted with the proposal. However, the Disclosure of Ownership Affidavit must be provided prior to contracting with the LDEQ.

### **2.3 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 Commission on Ethics for Public Employees. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Attachment 5, Sample LDEQ Contract, Article 25).

### **2.4 Proposal Costs**

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

### **2.5 Laboratory Accreditation**

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) operated or utilized by the proposer shall be accredited by the Department's Environmental Laboratory Accreditation Program (LELEAP). Each such laboratory must be certified for the method/matrix/analyses necessary to perform the analytical work required in Appendix A, Scope of Services. Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503)

operated by or utilized by the proposer shall meet at a minimum the quality systems requirements found in LAC 33:I, Chapter 53 and in Chapter 5 of the 1999 NELAC Standards.

If proposer is chosen as Contractor, the Department shall not accept analytical data generated by any commercial laboratory operated or used by the Contractor that is not accredited by the Department's Environmental Laboratory Accreditation Program in accordance with LAC 33:I.4501 through 5913. All analytical data must be submitted in a format approved by the DEQ project manager and shall meet the requirements of LAC 33:I.5313 and the 1999 NELAC Standard 5.13.

If proposer is chosen as Contractor, any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) operated or used by the Contractor shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 1999 NELAC Standards. All analytical data must be submitted in a format approved by the DEQ project manager and meet the requirements of LAC 33:I.5313 and the 1999 NELAC Standard 5.13.

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## **PART III. PROPOSAL PREPARATION INSTRUCTIONS**

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### **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 LDEQ's requirements (EPA Quality Assurance Guidance Document 2.12). Each proposer is solely responsible for the accuracy and completeness of its 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 the proposal cover sheet (RFP Attachment 1). **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 LDEQ's Statement of Work (SOW) (RFP Attachment 2). The proposer's Scope of Services should be presented in as much detail as judged necessary by the proposer. The proposer should provide evidence of appropriate LELAP accreditation for any laboratory proposed to be utilized under this contract. An unsupported statement that the proposer will comply with all the requirements of this solicitation is not acceptable. Any exceptions taken to the SOW must be clearly stated and explained.

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

Describe the proposed approach to project management, including, at a minimum, the following information:

## (a) Overall company organization

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

## (b) Project organization

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

## (c) Management approach

Describe the proposed approach to project management. Project management includes, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and LDEQ, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

## (2) Performance of Project Tasks

Describe the proposed approach to the performance of the technical tasks described in RFP Attachment 2 (SOW). Proposals should include a sample deliverable format to be received by LDEQ 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 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.

### **3.2.4 Personnel Qualifications and Experience**

LDEQ anticipates the need for the following professional Contractor personnel:

The Proposer's Project Manager, as well as other key personnel, shall have a Bachelor's degree in Science and three (3) years experience in microgravimetric weighing of 2.5 filters in accordance with EPA Quality Assurance Guidance Document 2.12.

Describe the qualifications and experience of all key personnel (and key subcontractor personnel as applicable) designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. Include résumés showing each assigned individual's education, registrations, accomplishments, and experience. LDEQ will consider only experience that is relevant to the tasks listed in RFP Attachment 2 (SOW).

### **3.2.5 Company Qualifications and Experience**

Describe the company's qualifications and experience that are relevant to the proposed tasks listed in RFP Attachment 2 (SOW). Experience will be considered relevant if prior projects major features include microgravimetric weighing of PM 2.5 filters in accordance with EPA Quality Assurance Guidance Document 2.12. Both government and privately-sponsored work may be included. Experience gained through previous contracts to LDEQ may be considered by LDEQ for proposal evaluation, whether or not listed by the proposer.

Each proposer should describe projects undertaken by his company during the past three (3) years (i.e., since June, 2004). 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 Attachment 3 (Experience Table). The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the proposer should provide:

- (a) the name and address of the client (sponsoring agency or company);
- (b) the name and telephone number of the client's contact person;
- (c) the project title and contract number;
- (d) the starting and ending dates of the project (contract term);
- (e) the total dollar amount of the project; and

- (f) a brief description of the project.

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

### **3.2.6 Subcontractors**

Consultants who are not employees of the proposer shall be treated as subcontractors. All subcontractors necessary to conduct the work must be identified on Attachment 1 (Proposal Cover Sheet). The proposer must provide a letter of agreement, a copy of a contract, or some other form of written commitment from any subcontractor who provides key personnel that are evaluated under Criterion 2, or company experience that is evaluated under Criterion 3. This commitment must demonstrate the subcontractor's willingness to provide the listed personnel or undertake his portion of the proposed project. Subcontractors to be used for filter weighing tasks shall be LDEQ accredited and must be approved by LDEQ.

### **3.2.7 Price Proposal (Schedule of Prices)**

Each proposer must submit a price proposal using LDEQ's pricing structure provided in RFP Attachment 4, Schedule of Prices. No other format is acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of LDEQ. LDEQ will review the information and issue any correction as an amendment to the solicitation.

To complete the Schedule of Prices, proposers shall provide single unit rates or lump sums as appropriate for the items listed. All proposed rates shall be all-inclusive as described in RFP Attachment 2, Statement of Work, Section 5.0, Measurement and Payment. For items with no charge, "\$0" must be entered.

## **3.3 Elements for Financial Information (Volume II)**

In a separate volume, proposals should include evidence demonstrating the proposer's financial capability to carry out this project. Proposers should submit:

- (a) Financial Statements compiled by a CPA for the past three years;
- (b) notes to the Financial Statements; and
- (c) the CPA's Compilation Report for each year.

If the company has been in business for less than three years, proposer may substitute the following for this requirement:

- (a) Financial Statements compiled by a CPA for each complete year in business and an interim Financial Statement compiled by a CPA for the current year;
- (b) notes to the Financial Statements; and
- (c) the CPA's Compilation Report for the corresponding Financial Statements.

**OR**

if the above financial information is not available, the proposer should submit other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. a Performance Bond, letters from banks and other financial companies and a listing of debt including terms of any notes.

**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., LDEQ records obtained in response to this RFP shall be available to the public unless LDEQ determines that the information requires confidentiality. In order to secure nondisclosure of information contained in its proposal, the proposer must submit a written request to the Secretary of LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws.

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## **PART IV. PROPOSAL EVALUATION AND SELECTION**

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### **4.1 Evaluation Process**

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

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1);
- (2) a Schedule of Prices (Part III, Section 3.2.7); and
- (3) evidence of appropriate LELAP accreditation for any/all laboratories proposed to be used.

In addition, LDEQ reserves the right to inspect the laboratory facility before awarding the contract to assure compliance with EPA Quality Assurance Guidance Document 2.12.

Upon completion of the Evaluation and Ranking Report, the highest rated proposal selected for award receives further evaluation through preparation of a Financial Statement Analysis. Prior to the award of any contract, the proposer must submit evidence of financial status sufficient to demonstrate its capability, and the capability of its subcontractors, to carry out the project.

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, LDEQ may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The responsible and qualified proposer with the highest rated proposal will be recommended for selection. The Selection Committee will report its comments and recommendations to the LDEQ Secretary or his designee. The selection is subject to the approval of the Secretary of LDEQ or his designee and the Louisiana Office of Contractual Review. The Secretary of LDEQ or his designee is the only individual who can legally commit LDEQ 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 Louisiana Office of Contractual Review.

### **4.2 Evaluation Criteria**

All proposals will be evaluated according to the following weighted criteria:

- (1) 20% 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).
- (2) 20% 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).
- (3) 25% Qualifications and relevant experience of the proposer in providing microgravimetric weighing of PM 2.5 filters, including LDEQ reference checks (including subcontractor experience) (Part III, Sections 3.2.5 and 3.2.6).
- (4) 35% Price (Part III, Section 3.2.7).

#### **4.3 Price Evaluation Calculation**

The total price shall be determined by adding the lump sum price for QAPP to the product of the unit rate average for filters multiplied by 3546, added to the product of the unit rate average for hourly consulting services multiplied by 50, and added to \$1000 (estimated) for travel. The proposal with the lowest total price from Attachment 4, Schedule of Prices, will receive the maximum possible points. All other proposals will be rated using the following formula:

$$35 \quad \times \quad \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} = \text{Proposal price points}$$

#### **4.4 Clarifications and Oral Presentations**

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

Any or all proposers may be requested to make oral presentations of their proposals to enhance LDEQ's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be notified by the LDEQ Contracts and Grants Division on or before September 26, 2007. Presentations will be made by the selected proposers on September 28, 2007, at a time assigned by LDEQ.

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

#### **4.5 Determination of Responsibility**

Determination of the proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. LDEQ is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless LDEQ has first determined that such person or firm is responsible according to the standards described in this section. LDEQ must find that the selected proposer:

- (a) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- (b) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements); and
- (c) is able to comply with the proposed or required time of delivery or performance schedule;
- (d) 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
- (e) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

#### **4.6 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, LDEQ estimates that the contract will be awarded by approximately October 3, 2007, and will issue a "Notification of Award" letter to the successful proposer. Unsuccessful proposers will also be notified of LDEQ's decision in writing, and may request a post-award debriefing by contacting Laura McDonald at (225) 219-3812, or by e-mail at [laura.mcdonald@la.gov](mailto:laura.mcdonald@la.gov).

#### **4.7 Protest of the Solicitation or Award**

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

Attachments to this RFP:

- (1) Proposal Cover Sheet
- (2) Statement of Work (including 2 Enclosures)
- (3) Experience Table
- (4) LDEQ Schedule of Prices Form
- (5) Sample LDEQ Contract

## ATTACHMENT 1. PROPOSAL COVER SHEET

**Project Title:** “Microgravimetric Weighing of PM 2.5 Filters”

**Proposer:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

**Proposer’s Contact Person:**

Name \_\_\_\_\_ Title \_\_\_\_\_

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

Telephone No. ( \_\_\_\_\_ ) \_\_\_\_\_ FAX No. \_\_\_\_\_( \_\_\_\_\_ ) \_\_\_\_\_

**Subcontractors (add lines as necessary):**

<u>Name</u>	<u>Written commitment attached (Y/N)</u>
_____	_____
_____	_____

**I hereby certify that:**

1. This proposal will remain in effect for at least ninety (90) days from September 13, 2007.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Environmental Quality contract provisions (RFP Attachment 5).
5. I am authorized to represent \_\_\_\_\_ and can commit the organization to all provisions of this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ATTACHMENT 2. STATEMENT OF WORK**

### **“MICROGRAVIMETRIC WEIGHING OF PM 2.5 FILTERS”**

#### **1.0 Goals and Objectives**

The Louisiana Department of Environmental Quality (LDEQ), by complying with the Clean Air Act, is responsible for measuring the amount of particulates in the environment that are equal to or less than 2.5 µm. LDEQ invites all interested and qualified companies to submit proposals to provide the services required for these activities as described below.

#### **2.0 Tasks**

The Contractor shall perform the following tasks upon directive by LDEQ:

##### **2.1 Participation in Post-Award Conference Call**

The Contractor shall participate in a post-award conference call to take place within ten (10) days of issuance of the Notice to Proceed. LDEQ will select the date and time and will give two (2) days advance notice to the Contractor of the conference call.

##### **2.2 Project Manager and Key Personnel Requirements**

The Contractor shall designate a Project Manager who will be directly responsible for all activities of the Contractor in connection with this project. The Project Manager, as well as other key personnel shall have a Bachelor's degree in Science and three (3) years experience in microgravimetric weighing of PM 2.5 filters in accordance with EPA Quality Assurance Guidance Document 2.12.

##### **2.3 Development of Quality Assurance Project Plan**

The Contractor shall prepare and submit to LDEQ a Quality Assurance Project Plan (QAPP) conforming with EPA R5 format. The Contractor shall submit the QAPP within 15 calendar days of receipt of the Notice to Proceed to:

Sak Supatanasinkasem  
Office of Environmental Assessment/Air Analysis  
602 N. Fifth Street  
Baton Rouge, LA 70802

LDEQ will require revisions to the QAPP only if the QAPP conflicts with this SOW, applicable laws and regulations, and references included in this SOW.

## **2.4 Consulting Services**

The Contractor shall provide consulting services related to microgravimetric weighing of PM 2.5 filters only as directed by LDEQ. The request for consulting services will be sent in writing by LDEQ to the Contractor, and the anticipated hours of consulting will be negotiated in advance between LDEQ and the Contractor.

## **2.5 Microgravimetric Weighing**

The Contractor shall conduct microgravimetric weighing of PM 2.5 filter elements. This process includes 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.

## **2.6 LDEQ Provision of Filters**

LDEQ will provide the Contractor with the filters, filter cassettes, filter cassette magazines and the magazine containers. These will be sent to the Contractor upon issuance of the contract Notice to Proceed. Projected start date for the work is **January 1, 2008**. The Contractor shall send the appropriate number of pre-weighed filters to each of the eight regions listed in SOW Enclosure 1, ***no later than December 28, 2007***.

## **2.7 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 LDEQ 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 eight locations listed in SOW Enclosure 1.

### **2.7.1 Expiration of Tared Filters**

The Contractor shall recondition and reweigh all unused filter elements that have exceeded the maximum of 30 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 LDEQ at the rate of one-half of the cost per sample.

Filters must be received by the regional office within 7 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 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 postmark on the shipment indicates less than 20 days from the expiration date and the filters cannot be used in time, then this will be used to show that the laboratory will absorb the extra expense.

## **2.8 Anticipated Volume**

LDEQ anticipates a volume of 3224  $\pm$  10% for the period January 1, 2008, through December 31, 2008; this number includes both field samples and field blanks.

## **2.9 Deliverables**

Weighting results (calculated PM 2.5 values in microgram per cubic meter unit) and appropriate QA/QC results shall be reported on CD by the Contractor to LDEQ in AQS format on a monthly basis. One (1) hard copy of results shall also be submitted. All results shall be mailed to:

Julie White  
Assessment/Air Analysis  
1301 Gadwall Street  
Lake Charles, LA 70615

### **2.9.1 LDEQ Laboratory Accreditation Program (LAC 33:I, Subpart 3)**

The Contractor and subcontractor that performs filter weighing as applicable, shall be on the Louisiana Department of Environmental Quality's Louisiana Environmental Laboratory

Accreditation Program (LELAP) list of commercial laboratories from which the department accepts data. The Contractor and any subcontractor shall maintain this status throughout the term of the

contract.

### **2.9.2 Document Availability**

All data generated or referenced by the Contractor in partial fulfillment of this project shall be submitted to and become the property of LDEQ. Copies of all documents, reports, and other sources of information gathered or referenced by the Contractor in partial fulfillment of this project shall be submitted to LDEQ upon request.

The Contractor agrees to maintain all supporting documentation and records for ten (10) years after final payment in accordance with LELAP standards. All information generated by virtue of this contract shall become the property of the State of Louisiana and unless agreed to otherwise in writing, shall be subject to public access.

### **2.10 Turn-Around Time**

The Contractor shall provide a sample turn around time of 10 working days. See attached shipment schedule for details (SOW Enclosure 2).

## **3.0 LDEQ RESPONSIBILITIES**

### **3.1 LDEQ Contact Person**

The LDEQ contact person shall be Julie White, phone number 337-491-2807. FAX: 337-491-2682

### **3.2 Audits**

LDEQ 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.

## **4.0 METHOD TO MEASURE CONTRACTOR PERFORMANCE AND MONITORING PLAN**

LDEQ will ensure that the Contractor maintains laboratory accreditation by LDEQ. LDEQ will review and approve the Contractor's QAPP, weighing results, and appropriate QA/QC results prior to payment.

## **5.0 MEASUREMENT AND PAYMENT**

The Contractor shall invoice the department monthly based on total of sample filters processed

during the previous calendar month, development of QAPP as applicable, and consulting services provided as applicable. LDEQ reserves the right to reallocate funds among line items in the contract Schedule of Prices as determined necessary.

### **5.1 Quality Assurance Project Plan**

Payment for development of the Quality Assurance Project Plan will be based upon the lump sum listed in the contract Schedule of Prices for "Quality Assurance Project Plan."

### **5.2 Filters**

The unit rate per filter shall be all inclusive (excluding preparation of Quality Assurance Project Plan and Consulting Services), and shall include all direct and indirect costs, including, but not limited to, participation in post-award conference call, shipping costs for tare (pre-weighed) filters and samples, prepared shipping containers, minimum/maximum thermometers, the cooling medium, provision of reputable express parcel service recipient billing account for the use of LDEQ and its authorized cooperating agencies, wages/salaries, equipment, materials, supplies, incidentals and expendables, duplication/copying, communications, postage and handling, air express, shipping and handling, sample storage, proper disposal of sample materials, travel expenses (\*see note below), all applicable taxes, premiums for all bonds and insurance, permits, licenses, contractor employee training costs, all costs for replacing any personnel, audit costs, all overheads, fringe, general and administrative costs, and profit.

\*If the Contractor is required to attend meetings at the request of LDEQ at LDEQ or other locations, travel expenses related to these meetings only shall be reimbursed separately according to the Louisiana State Travel Regulations.

### **5.3 Consulting Services**

Payment for consulting services will be based upon the hourly rate listed in the contract Schedule of Prices for "Consulting Services," according to procedures described in Section 2.4 above. Travel, as applicable, will be reimbursed according to the state travel regulations.

**SOW Enclosure 1.**  
**FILTER SHIPPING LOCATIONS**

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

1. Acadiana Regional Office  
111 New Center Drive  
Lafayette, La. 70508  
ATTN: Troy Fontenot
  
2. Bayou Lafourche Regional Office  
110 Barataria St.  
Lockport, LA 70374  
ATTN: Mark Jideonwo
  
3. Dept. of Environmental Quality (Capital Regional Ofc.)  
602 N. Fifth St.  
Baton Rouge, LA 70802  
ATTN: Steve Murrell, Assessment/Air Analysis Section
  
4. Kisatchie Central Regional Office  
402 Rainbow Drive, Bldg. 402  
Pineville, LA 71360  
ATTN: Bill Couvillion
  
5. Northeast Regional Office  
1823 Hwy 546  
West Monroe, La. 71292-0442  
ATTN: Casey Head
  
6. Northwest Regional Office  
1525 Fairfield, Room 520  
Shreveport, LA 71101-4388  
ATTN: Warren Williams
  
7. North Shore Regional Office  
645 N. Lotus Drive, Suite C  
Mandeville, LA 70471  
ATTN: Peter Cazeaux
  
8. Southwest Regional Office  
1301 Gadwall Street  
Lake Charles, LA 70615  
ATTN: Mary Arnold

SOW Enclosure 2

Estimated PM 2.5 Filter Assessment for January 1, 2008 - December 31, 2008 by Region  
Suggested Shipping Schedule Based on a 12 day period

Region	Number of Monitors	Sampling Frequency 1 in:	Number of Filters to be sent every shipping period*
<b>Capital Region (CRO) -contact: Steve Murrell</b>			
Baker	1	6	2
Bayou Plaquemine	1	3	4
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) =			45
<b>Southeast Region -contact: Peter Cazeaux</b>			
Kenner	1	1	12
Marrero	1	6	2
Chalmette Vista	1	6	2
Total Number of Filters for the Region (includes 4 blanks) =			20
<b>Bayou Lafourche Region - contact: Mark Jideonwo</b>			
Houma	1	3	4
Total Number of Filters for the Region (includes 1 blank) =			5 (4)**
<b>Southwest Region - contact: Mary Arnold</b>			
McNeese	1	3	4
Vinton	1	3	4
Total Number of Filters for the Region (includes 1 blank) =			9
<b>Acadian Region - contact: Troy Fontenot</b>			
Lafayette- Troop I	1	3	4
Lafayette - USGS	1	3	4
Total Number of Filters for the Region (includes 1 blank) =			9
<b>Northwest Region -contact: Warren Williams</b>			
Shreveport Calumet	1	3	4
Shreveport Calumet Collocated	1	12	1
Total Number of Filters for the Region (includes 1 blank) =			6
<b>Northeast Region - contact: Casey Head</b>			
Monroe Airport	1	3	4
Total Number of Filters for the Region (includes 1 blank) =			6
<b>Kisatchie Central Region - contact: Bill Couvillion</b>			
Alexandria- LSU	1	3	4
Total Number of Filters for the Region (includes 1 blank) =			4 (5)**
<b>APPROXIMATE GRAND TOTAL with blanks</b>			<b>104</b>
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 based upon optional contract term extension.

\*\* For Kisatchie central & Bayou Lafourche Regions, 4 and 5 filters should be alternated between shipments.

Anticipated volume 3224 +/- 10% for January 1, 2008 to December 31, 2008

**ATTACHMENT 3. EXPERIENCE TABLE**

**“Microgravimetric Weighing of PM 2.5 Filters”**  
**(Enlarge or duplicate table as necessary)**

<b>Client Name and Address</b>	<b>Contact Person and Telephone Number</b>	<b>Project Title and Contract Number</b>	<b>Dates of Project/ Dollar Amount of Contract</b>	<b>Description of Project</b>

**ATTACHMENT 4 - SCHEDULE OF PRICES****“Microgravimetric Weighing of PM 2.5 Filters”**

<b>ITEM</b>	<b>UNIT</b>	<b>UNIT RATE<sup>(1)</sup> BASE YEAR</b>	<b>UNIT RATE OPTION YEAR 1</b>	<b>UNIT RATE OPTION YEAR 2</b>	<b>UNIT RATE AVE.</b>	<b>MAX. NO. OF UNITS</b>	<b>LINE TOTAL</b>
Quality Assurance Project Plan	lump sum	\$_____				<b>1</b>	\$_____
Filters	each	\$_____	\$_____	\$_____	\$_____	<b>3546<sup>(2)</sup></b>	\$_____
Consulting Services	hour	\$_____	\$_____	\$_____	\$_____	<b>50<sup>(3)</sup></b>	\$_____
Travel Related to Consulting Services Meetings	To be used as directed, in writing by LDEQ and reimbursed according to State Travel Regulations.						\$1,000.00
<b>TOTAL EVALUATION PRICE</b>							\$

(1)

(a) The unit rate for development of the Quality Assurance Project Plan (QAPP) will include all direct costs, indirect costs, and profit related to development of the QAPP.

(1)

(b) The unit rate per filter shall be all inclusive (excluding preparation of Quality Assurance Project Plan, Consulting Services, and Travel related to Consulting Services), and shall include all direct and indirect costs, including, but not limited to, participation in post-award conference call, shipping costs for tare (pre-weighed) filters and samples, provision of reputable express parcel service recipient billing account for the use of LDEQ and its authorized cooperating agencies, prepared shipping containers, minimum/maximum thermometers, cooling medium, wages/salaries, equipment, materials, supplies, incidentals and expendables, duplication/copying, communications, postage and handling, air express, shipping and handling, sample storage, proper disposal of sample materials, travel expenses, all applicable taxes, premiums for all bonds and insurance, permits, licenses, contractor employee training costs, all costs for replacing any personnel, audit costs, all overheads, fringe, general and administrative costs, and profit.

(1)

(c) The hourly rate for consulting services will include all direct costs, indirect costs, and profit related to the provision of consulting services, with exception of travel to LDEQ in Baton Rouge or other regional LDEQ offices, only as directed in advance, in writing by LDEQ. Such travel will be reimbursed according to the Louisiana State Travel Regulations.

<sup>(2)</sup>This number reflects the base contract term only (31 shipping periods X 104 filters per period = 3224 X 10% ~ 3546), which is being used for proposal evaluation purposes. Anticipated amounts for option years 1 and 2 are not included. LDEQ does not guarantee that the maximum amount of work will be performed.

<sup>(3)</sup> This number reflects anticipated hours of consulting services to be directed by LDEQ during the base contract year and option years 1 and 2.

**ATTACHMENT 5. SAMPLE LDEQ CONTRACT**

**“Microgravimetric Weighing of PM 2.5 Filters”**

The contract offered to the successful proposer will have the following form and content:

CFMS Contract No. \_\_\_\_\_

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as “LDEQ” or “the Department”, and \_\_\_\_\_, officially domiciled at \_\_\_\_\_, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, LDEQ desires to retain the Contractor to provide technical information and professional expertise as hereinafter described; and

WHEREAS, a fee for the services to be provided by the Contractor pursuant to this contract has been mutually agreed upon by all parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

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

1. PROJECT IDENTITY

This contract will be identified as “**Microgravimetric Weighing of PM 2.5 Filters**” with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to LDEQ in connection with this contract shall be identified by this Contract Number.

2. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by LDEQ, the proposal submitted by the Contractor in response to LDEQ’s RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the 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.

3. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from January 1, 2008 to December 31, 2008. This period shall be known as the base contract. LDEQ reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract and shall be contingent upon funding by the Louisiana State Legislature. Extensions for Option Year 1 and Option Year 2 shall include the payment rates found in the Contract Schedule of Prices for the respective option years.

4. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services, and facilities to perform the work as set forth in and Appendix A, Contractor's Proposal, and Appendix B, RFP Attachment 2, Statement of Work, attached hereto and made a part hereof.

5. 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's Office of Contractual Review, and participation in a commencement conference to be scheduled by LDEQ at its offices.

6. COMPENSATION

The amount which LDEQ 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 AMOUNT. The prices resulting from the RFP process shall form the basis of payment, and shall remain in effect for the duration of the contract. Work performed by the Contractor during the term of the contract shall be paid at the unit rates listed in Schedule of Prices I and II. Payment during the Base Contract Year, Option Year 1, as applicable, and Option Year 2, as applicable, will be according to the rates included in the Contract Schedule of Prices for each respective year. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

LDEQ will pay the Contractor only for actual work performed, and LDEQ does not guarantee a maximum payment amount to be earned by the Contractor. LDEQ 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 LDEQ 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 LDEQ that would result in the performance of out-of-scope work shall carry no authority.

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

7. 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.

8. LDEQ OBJECTIVES, MONITORING PLAN, AND PERFORMANCE MEASURES

As required by R.S. 39:1498(7) and (8), LDEQ provides the following information:

- a. Goals and objectives: The Louisiana Department of Environmental Quality (LDEQ), by complying with the Clean Air Act, is responsible for measuring the amount of particulates in the environment that are greater than 2.5 mm.
- b. LDEQ will monitor the progress of the Contractor and measure the successful performance of the Contractor during the contract by:
  - (1) designating LDEQ staff to act as the Project and Contract Managers;
  - (2) meeting with the Contractor as necessary to provide guidance or answer questions;
  - (3) ensuring that the Contractor maintains accreditation under the LDEQ Laboratory Accreditation Program;
  - (4) reviewing and approving the Contractor's QAPP and other deliverables as stated in RFP Attachment 2. Statement of Work.
- c. LDEQ will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

9. INVOICING AND PAYMENT

- a. Payment:

Payments shall be made monthly for the units completed according to the contract Schedule of Prices. Payment shall be made to the Contractor for services rendered after receipt and approval of deliverables required by RFP Attachment 2, Statement of Work.

b. Payment procedure:

The procedure for payment shall follow the steps listed below:

- (1) The Contractor shall invoice LDEQ monthly based on total of sample filters processed during the previous calendar month, development of QAPP as applicable, and consulting services provided as applicable.

Invoices must include:

- (a) the contract number;
  - (b) the name and address of the Contractor;
  - (c) tasks completed/filters processed;
  - (d) the total amount requested;
  - (e) supporting documentation for hours billed as applicable (timesheets for consulting services, as directed by LDEQ) and travel expenses as applicable (mileage reports and receipts for consulting services tasks involving travel (i.e., meetings) as directed by LDEQ).
- (2) The invoice shall be directed to LA Department of Environmental Quality, Accounts Payable, P. O. Box 4303, Baton Rouge, LA 70821-4303.

Payments will be made within approximately thirty (30) days after receipt of a correct invoice (with all supporting documentation as required) and approval of the invoice for payment by LDEQ.

c. Reporting Requirements:

- i. The Contractor shall submit deliverables as required in RFP Attachment 2, Statement of Work, prior to issuance of payments.
- ii. The Contractor shall submit procurement summaries detailing purchases from Minority-owned Business Enterprises/Women-owned Business Enterprises

(MBE/WBE ) vendors. Summaries are due within fifteen days following the end of March, June, September, and December for the duration of the contract. (Appendix C).

10. DELIVERABLES

The Contractor shall provide to LDEQ the items specified in RFP Attachment 2, Statement of Work, as products of the services rendered under this contract. LDEQ reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

11. CORRECTION OF DEFICIENT WORK

If required by LDEQ, prior to payment, the Contractor shall promptly, without cost to LDEQ, correct any deficient work performed by him. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

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

13. 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 LDEQ and LDEQ shall not be restricted in any way whatever in its use of such material. In addition, at any time during the contract period, LDEQ shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes, and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by LDEQ.

14. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor cannot provide the personnel as proposed and requests a substitution, that substitute shall meet or exceed the requirements stated herein. Additionally, LDEQ reserves the right to require the replacement of any person assigned to work on this contract who is determined by LDEQ to be unresponsive to the needs of LDEQ as defined by the contract. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to LDEQ for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

15. PUBLIC LIABILITY

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.

16. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of LDEQ thereto; provided, however, that all claims for money due or to become due to the Contractor under this contract may be assigned to its bank, trust company, or other financial institution without such approval. Notice of any such assignment of transfer shall be furnished promptly to LDEQ.

17. SUCCESSORS AND ASSIGNS

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

18. CLAIMS FOR LIENS

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

19. COMPLIANCE WITH LAWS

The Contractor and its employees 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 U.S. Environmental Protection Agency Grant No. PM-976387 is being used by the Department to partially fund this contract. Continuation of this agreement after September 30, 2007, is contingent upon grant extension approval.

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 Tax Identification Number \_\_\_\_\_.

21. EMPLOYMENT OF STATE PERSONNEL

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

22. 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, LDEQ shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

23. RECORDS

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

The Contractor shall maintain all all supporting documentation and records for ten (10) years after final contract payment in accordance with LELAP standards. All such materials shall be made available at their respective offices at all reasonable times during the contract period for inspection by LDEQ and/or Legislative Auditor. Copies thereof shall be furnished if requested.

24. ANTI-DISCRIMINATION

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

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

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

25. CODE OF ETHICS FOR STATE EMPLOYEES

Contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission of Ethics for Public Employees. 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 Ethics Code.

26. REMEDIES

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

27. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

The Contractor agrees to ensure that minority/women 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 minority/women business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing MBE/WBEs are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as MBE's and WBE's.
2. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.
3. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.
4. Encourage use of the services of the U. S. Department of Commerce's Minority Business Development Agency (MBD) and the U. S. Small Business Administration to identify MBE/WBE's.
5. Require that each party to a subcontract takes the affirmative steps outlined here.

28. TERMINATION OF CONTRACT FOR CAUSE

If, in the determination of LDEQ, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract, LDEQ shall thereupon have the right to terminate this contract by giving written notice sent certified mail (return receipt requested) to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this contract shall, at the option of LDEQ, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. LDEQ shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to LDEQ for damages sustained by LDEQ by virtue of any breach of the contract by the Contractor, and LDEQ may

withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due LDEQ from the Contractor is determined.

29. TERMINATION FOR THE CONVENIENCE OF LDEQ

LDEQ may terminate this contract for the convenience of LDEQ at any time, by giving written notice to the Contractor by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in the preceding section shall, at the option of LDEQ, become its property. If the contract is terminated by LDEQ as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made.

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 Department's Environmental Laboratory Accreditation Program prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Appendix A, Scope of Services. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by the Department's Environmental Laboratory Accreditation Program in accordance with LAC 33:I.4501 through 5913. All analytical data must be submitted in a format approved by the DEQ project manager and shall meet the requirements of LAC 33:I.5313 and the 1999 NELAC Standard 5.13.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 1999 NELAC Standards. All analytical data must be submitted in a format approved by the DEQ project manager and meet the requirements of LAC 33:I.5313 and the 1999 NELAC Standard 5.13.

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 Appendix A, Scope of Services.

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 Appendix A. 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.

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 Department's 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 requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 1999 NELAC systems Standards at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the DEQ project manager and that meets the requirements of LAC 33:I.5313 and the 1999 NELAC Standard 5.13.

31. 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 Louisiana Office of Contractual Review. Verbal directives from any employee of LDEQ shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

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

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

**WITNESS:**

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_

\_\_\_\_\_  
Thomas C. Bickham, III  
Undersecretary

\_\_\_\_\_

\_\_\_\_\_  
Wilbert F. Jordan, Jr.  
Assistant Secretary  
Office of Environmental Assessment

**WITNESS:**

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

APPENDIX C

**MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD**  
**EPA Financial Assistance Agreement Number: PM-976387**

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

<sup>A</sup>Type of product or service codes:  
 1 = Construction

2 = Supplies

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

4 = Equipment

A good faith effort has been made to obtain MBE/WBE vendors \_\_\_\_\_ signature \_\_\_\_\_ Date \_\_\_\_\_