

REQUEST FOR PROPOSALS

“Conduct Performance Audits of Ambient Monitoring Sites”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 5212-08-02

August 17, 2007

REQUEST FOR PROPOSALS

“Conduct Performance Audits of Ambient Monitoring Sites” Louisiana Department of Environmental Quality

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REQUEST FOR PROPOSALS

“Conduct Performance Audits of Ambient Monitoring Sites” Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Louisiana Department of Environmental Quality (LDEQ), requires the services of a well-qualified contractor to conduct performance audits at LDEQ air monitoring sites across the state to ensure that the data being collected is accurate. By federal mandate LDEQ is required to have all ambient air monitoring sites audited at least once a year and at least 25% of the sites should be audited quarterly. LDEQ invites all qualified parties (companies and individuals) to submit proposals for providing these services.

1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately November 1, 2007 and ending approximately October 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 27, 2007. Do not contact other LDEQ program personnel with questions regarding this RFP.**

Questions may be mailed to:

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

or submitted by e-mail to: Laura.McDonald@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, 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 Required Elements for Technical Proposal (Volume I), and one (1) copy of the financial information presented in Section 3.3 Required 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 17, 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 (9th 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.

Event	Date	Local Time
Begin advertisement of RFP	August 17, 2007	
Deadline for LDEQ receipt of written questions from prospective proposers	August 27, 2007	4:00 p.m.
Proposal due date and time	September 17, 2007	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately October 5, 2007	
Estimated initiation of the contract period	Approximately November 1, 2007	

PART II. GENERAL INFORMATION

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 26).

2.4 Insurance Requirements

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See RFP Attachment 5, Sample LDEQ Contract, Article 15). 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 LDEQ before work begins. Furthermore, the successful contractor must include all subcontractors as insureds under its policies or must furnish separate certificates for each subcontractor before work begins.

2.5 Proposal Costs

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

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 LDEQ's requirements. 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. 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, 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). Include a description of deliverables to be received by LDEQ as end products of the services rendered.

3.2.4 Personnel Qualifications and Experience

LDEQ anticipates the need for the following professional Contractor or subcontractor personnel:

Key professional staff should have a bachelor's degree in a related field or a minimum of one (1) year relevant experience in the auditing or operating of ambient air monitoring sites at the local or the state governments, or with the EPA national audit program.

The Project Manager should have a bachelor's degree and a minimum of five (5) years project management experience in a setting comparable to LDEQ operations, as well as a working knowledge of issues (CFR 40 Parts 53 and 58) and technologies necessary to the operation of ambient air monitoring sites.

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. 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 conducting performance audits of ambient air monitoring sites. 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 July, 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.

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, proposer 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 8.0 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 reviewed by an independent CPA for the past three years;
- (b) notes to the Financial Statements; and
- (c) the CPA's Review 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 reviewed by an independent CPA for each complete year in business and an interim Financial Statement compiled by an independent CPA for the current year;
- (b) notes to the Financial Statements; and
- (c) the CPA's Review 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.

PART IV. PROPOSAL EVALUATION AND SELECTION

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); and
- (2) a Schedule of Prices (Part III, Section 3.2.7).

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) 30 % Qualifications and relevant experience of the proposer in conducting performance audits of ambient air monitoring sites (including subcontractor experience) (Part III, Sections 3.2.5 and 3.2.6)
- (4) 30 % Price (Part III, Section 3.2.7).

4.3 Price Evaluation Calculation

Total price will be determined by multiplying each unit and lump sum price by the associated number of units, then adding all products together. 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:

$$30 \quad \times \quad \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} \quad = \quad \text{Proposal price points}$$

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 28, 2007. Presentations will be made by the selected proposers on October 2, 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 5, 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.

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
Exhibit 1
- (3) Experience Table
- (4) LDEQ Schedule of Prices Form
- (5) Sample LDEQ Contract
- (6) Indemnification Agreement

ATTACHMENT 1. PROPOSAL COVER SHEET

Project Title: “Conduct Performance Audits of Ambient Monitoring Sites”

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 17, 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

“Conduct Performance Audits of Ambient Monitoring Sites” Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality (LDEQ) is responsible for maintaining a safe healthful environment for the people of Louisiana. LDEQ promotes and protects the health, safety, and welfare of the people of Louisiana through various and complex regulatory and permitting functions. To support these activities, LDEQ, with Contractor assistance, proposes to conduct performance audits of its ambient air monitoring sites.

This project shall require Contractor services for conducting performance audits and providing audit reports to the LDEQ.

2.0 CONTRACTOR TASKS

Services provided by the Contractor shall include the following tasks.

2.1 Commencement Conference

A commencement conference shall be held between the Contractor’s key personnel (a maximum of three) and LDEQ staff to discuss the commencement of the project and answer any questions regarding the contract. This conference will be held at LDEQ Headquarters in Baton Rouge (602 N. Fifth Street). LDEQ will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood.

2.2 Conduct Performance Audits of LDEQ Ambient Air Monitoring Sites

The Contractor will conduct multi-point performance audits of LDEQ ambient air monitoring sites within Quarter 4 of 2007, and Quarters 1, 2, and 3 of 2008, in accordance with USEPA requirements (CFR 40 Part 58 Appendix A) and in the presence of a DEQ employee. The Contractor has discretion as to which sites they will cover each quarter, but each parameter must be done for 2007 quarter and ¼ of each parameter for 2008. (Except PM_{2.5} (FRM) and the trace level CO monitors which need to be audited at every applicable site each quarter).

DEQ reserves the right to review and/or crosscheck the auditor’s calibrator flows (both gases and dilutions) and the certifications of the flows, gas cylinders, ozone calibrators, and NIST traceable.

The auditing schedule per quarter should be submitted to LDEQ by the Contractor within 2 weeks of the Commencement Conference. For example, stating Convent and Geismar will be audited the first week of August. No exact dates are needed until confirmation of operators' availability.

Task 2.2 and all Subtasks will be considered completed when all reports are have been submitted to DEQ by October 31, 2008.

Table A. Quarter 4, 2007

Site	Address/Location	Parameters
Convent	LA Highway 44 at Canatella Street (inside St. James Parish Courthouse), St. James Parish	O ₃
Geismar	Highway 75, Iberville Parish	PM _{2.5} (FRM)
Hammond	21549 Old Covington Highway, Tangipahoa Parish	PM _{2.5} (2 FRM)
New Roads	Highway 415, Point Coupee Parish	O ₃
Dixie	Haygood Road, Caddo Parish	O ₃
Shreveport Airport	1425 Airport Drive, Caddo Parish	PM _{2.5} (TEOM)
Shreveport Calumet	Midway Street, Caddo Parish	PM ₁₀ and PM _{2.5} (2 FRM)
Monroe	5296 Southwest Road, Ouachita Parish	SO ₂ and PM _{2.5} (FRM)
Alexandria	8105 Tom Bowman Drive, Rapides Parish	PM _{2.5} (FRM)
Westlake	2646 John Stine Road, Calcasieu Parish	PM _{2.5} (TEOM)
Vinton	5806 Lisa Lane, Calasieu Parish	PM _{2.5} (FRM)
Carlyss	Highway 28 & Highway 108, Calcasieu Parish	O ₃
McNeese University	Ryan Street at McNeese Street, Calcasieu Parish	PM _{2.5} (FRM)
Lafayette – State Police Troop I	121 East Pont Des Mouton Road, Lafayette Parish	PM _{2.5} (FRM)
Lafayette – USGS	700 Cajundome Blvd., Lafayette Parish	O ₃ and PM _{2.5} (FRM)
Thibodaux	194 Thoroughbred Park Drive, Lafourche Parish	PM _{2.5} (TEOM)

Site	Address/Location	Parameters
Houma	Terrebonne Parish	PM _{2.5} (FRM)
Kenner	100 West Temple Place, Jefferson Parish	PM _{2.5} (FRM)
Marrero	Patriot Street and Allo Street, Jefferson Parish	PM _{2.5} (FRM)
Algiers Entergy	2456 Ernest Street, Orleans Parish	H ₂ S
Chalmette High School	100 E. Judge Perez Drive, St. Bernard Parish	SO ₂ , and H ₂ S
Chalmette Vista	24 E. Chalmette Circle, St. Bernard Parish	H ₂ S, PM _{2.5} (FRM and TEOM), and TSP
Baker	Hwy. 964, Groom Rd., East Baton Rouge Parish	O ₃ , NO _x , PM _{2.5} (FRM)
Bayou Plaquemine	65180 Belleview Rd., Iberville Parish	NO _x , PM _{2.5} (FRM)
Capitol	1061-A Leesville Ave., East Baton Rouge Parish	Trace level CO*, PM _{2.5} (FRM)
French Settlement	Hwy. 16, 16627 Perrilloux Ln., Livingston Parish	O ₃ , NO _x , PM _{2.5} (TEOM)
Port Allen	3758 La Hwy. 1, West Baton Rouge Parish	PM _{2.5} (FRM), PM ₁₀

Table B. Quarters 1, 2, and 3, 2008

Site	Address/Location	Parameters
Alexandria	8105 Tom Bowman Drive, Rapides Parish	PM _{2.5} (FRM)
Algiers Entergy	2456 Ernest, Orleans Parish	H ₂ S
Baker	Hwy. 964, Groom Rd., East Baton Rouge Parish	O ₃ , NO _x , PM _{2.5} (FRM)
Capitol	1061-A Leesville Ave., East Baton Rouge Parish	NO _x , O ₃ , Trace level SO ₂ ¹ , Trace level CO*, (2) PM _{2.5} FRM), PM _{2.5} (TEOM)
LSU	East End Aster Lane, East Baton Rouge Parish	NO _x , O ₃
Bayou Plaquemine	65180 Belleview Rd., Iberville Parish	O ₃ , NO _x , NO _y ² , PM _{2.5} (FRM)
Carlyss	Highway 28 & Highway 108, Calcasieu Parish	O ₃
Carville	Hwy 141, Iberville Parish	NO _x , O ₃
Chalmette High School	100 E. Judge Perez Drive, St. Bernard	O ₃ , SO ₂ , and H ₂ S

Site	Address/Location	Parameters
	Parish	
Chalmette Vista	24 E. Chalmette Circle, St. Bernard Parish	SO ₂ , H ₂ S, PM _{2.5} (FRM and TEOM), PM ₁₀ and TSP
Convent	St. James Courthouse, Hwy 44 @ Canatella, St. James Parish	O ₃
Dixie	Haygood Road, Caddo Parish	O ₃
Dutchtown	11153 Kling Road, Ascension	NO _x , O ₃
French Settlement	Hwy. 16, 16627 Perrilloux Ln., Livingston Parish	O ₃ , NO _x , PM _{2.5} (TEOM)
Garyville	E. Azaela St., St. John the Baptist Parish	O ₃
Geismar	Highway 75, Iberville Parish	PM _{2.5} (FRM)
Grosse Tete	19145 Sydney Rd., Iberville Parish	NO _x , O ₃
Hammond	21549 Old Covington Highway, Tangipahoa Parish	PM _{2.5} (2 FRM)
Hahnville	1 River Park Drive, St. Charles Parish	O ₃
Houma	4047 West Park Ave. @ Hwy 24, Terrebonne Parish	PM _{2.5} (FRM)
Kenner	100 West Temple Place, Jefferson Parish	NO _x , O ₃ , PM _{2.5} (FRM and TEOM)
Lafayette – State Police Troop I	121 East Pont Des Mouton Road, Lafayette Parish	PM _{2.5} (FRM)
Lafayette – USGS	700 Cajundome Blvd., Lafayette Parish	O ₃ and PM _{2.5} (FRM)
McNeese University	Ryan Street at McNeese Street, Calcasieu Parish	PM _{2.5} (FRM)
Marrero	Patriot Street and Allo Street, Jefferson Parish	PM _{2.5} (FRM)
Mereaux	St. Bernard Parish	SO ₂ , H ₂ S
Monroe	5296 Southwest Road, Ouachita Parish	O ₃ , SO ₂ and PM _{2.5} (FRM)
City Park	Florida and Orleans Avenue., Orleans Parish	O ₃ , PM _{2.5} (TEOM)
New Roads	Hwy 415, Pointe	O ₃

Site	Address/Location	Parameters
	Coupee Parish	
Northshore	St. Tammany Parish	O ₃ , PM _{2.5} (TEOM)
Port Allen	3758 La Hwy. 1, West Baton Rouge Parish	NO _x , O ₃ , SO ₂ , PM _{2.5} (FRM), PM _{2.5} (TEOM), PM ₁₀
Pride	Port Hudson Rd., East Baton Rouge Parish	NO _x , O ₃ , PM _{2.5} (TEOM)
Shreveport Airport	1425 Airport Drive, Caddo Parish	O ₃ , SO ₂ and PM _{2.5} (TEOM)
Shreveport Calumet	Midway Street, Caddo Parish	PM ₁₀ and PM _{2.5} (2 FRM)
Southern University	Isabel Herson St. on Southern University Campus, East Baton Rouge Parish	SO ₂
Thibodaux	194 Thoroughbred Park Drive, Lafourche Parish	O ₃ , PM _{2.5} (TEOM)
Vinton	5806 Lisa Lane, Calasieu Parish	O ₃ and PM _{2.5} (FRM)
Westlake	2646 John Stine Road, Calcasieu Parish	SO ₂ , NO _x , PM _{2.5} (TEOM)

*Low level Co has an operating range of 0-5ppm.

¹Low level SO₂ has an operating range of 0-100ppb

²NO_y has an operating range of 0-200ppb

- 2.2.1 Subtask 1 – Each quarter, the Contractor shall conduct 1 audit for each of these types of monitor: PM₁₀, TSP, H₂S, and CO**
- 2.2.2 Subtask 2 – Each quarter, the Contractor shall conduct 3 audits for each of these types of monitor: NO_x, SO₂, and PM_{2.5} TEOM**
- 2.2.3 Subtask 3 – Each quarter, the Contractor shall conduct 7 audits for ozone monitors**
- 2.2.4 Subtask 4 – Each quarter, the Contractor shall conduct audits of each of the PM_{2.5} FRM monitors**

3.0 PROJECT SCHEDULE

The project schedule shall be determined by LDEQ and the Contractor. All tasks should be completed by October 31, 2008.

4.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor should provide qualified personnel to accomplish the required tasks. Personnel should have relevant experience in ambient air operations. Education and experience requirements should include, but is not limited to:

Key professional staff should have a bachelor's degree in a related field or a minimum of one (1) year relevant experience in the auditing or operating of ambient air monitoring sites at the local or the state governments, or with the EPA national audit program.

The Project Manager should have a bachelor's degree and a minimum of five (5) years project management experience in a setting comparable to LDEQ operations, as well as a working knowledge of issues (CFR 40 Parts 53 and 58) and technologies necessary to the operation of ambient air monitoring sites.

5.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. Project management includes, but is not limited to, meetings, supervision, record-keeping, preparation and submission of submittals and deliverables, and contract administration. 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 (including performance of day to day project management for all tasks and activities necessary to complete the Statement of Work);
- (2) contract administration:
 - (a) invoicing;
 - (b) changes to contract;
 - (c) resolving disputes between the Contractor and LDEQ; and
 - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings;

- (4) informal communication (telephone, e-mail, etc.);
- (5) record-keeping; and
- (6) preparation and submission of submittals and deliverables, including but not limited to the following:
 - (a) Monthly Progress Report (to be submitted with each invoice and signed by the Contractor's Project Manager); and
 - (b) a Final Report

5.2 Progress Reporting by the Contractor

The Contractor shall prepare and submit to the LDEQ Project Manager, by mail or facsimile, a brief Monthly Progress Report describing all work completed or in progress during the preceding month and any problems encountered. The Monthly Progress Report shall be submitted within two weeks of the end of each monitoring period as specified in the task.

Reports for multiple tasks may be sent together, but must be separable for filing and payment purposes. This report shall include:

- (1) the Contractor's name, address, and the name of the Project Manager;
- (2) LDEQ's contract number and project title;
- (3) the dates of the reporting period;
- (4) the number and title of the task(s); and
- (5) a description of the progress made during the previous 30 day period on each task, including problems experienced, requested or approved changes in personnel, and the effect of problems/changes on the due dates of deliverables. (If progress payments will be requested during the performance of a task, the information in the Monthly Progress Report must clearly support the Contractor's request for payment for the corresponding billing period.)

The format of this report may be determined by the Contractor, however, LDEQ reserves the right to require format revisions.

5.3 Deliverables

The Contractor must submit standard operating procedures for performing the audits to the LDEQ within 15 days after the Commencement Conference.

The Contractor will submit performance audit results electronically as an Adobe PDF file and as completed, in a format similar to Exhibit 1 attached. Results will be submitted to Doug Wafer, doug.wafer@la.gov (P. O. Box 4313 Baton Rouge, LA 70821 Attention: Doug Wafer) (Telephone No. 225.219.3494) within 15 days after the end of every quarter.

At every site where a logbook exists, the Contractor needs to enter the day, time, results, and any information pertaining to the audit. Signatures of the auditor and the site operator must be included. In case of sites without logbooks, the Contractor can provide an e-mail or a hardcopy to the site operator within 15 days after the audit so corrective actions can be taken, if needed.

5.4 SUBSTITUTION OF PERSONNEL

To ensure efficiency and continuity, the Contractor's project personnel shall remain assigned to the contract until its completion. If, during the course of the contract, the Contractor finds that he cannot provide the personnel listed in his accepted proposal, the Contractor must request permission in writing from LDEQ to provide a substitute. This request must be approved by LDEQ before the proposed replacement does any work on this contract, and shall include:

- (1) justification of the need for any such substitution;
- (2) a narrative establishing that the proposed substitute is at least equal in education, qualifications, and experience to the person being replaced; and
- (3) a résumé for the proposed substitute.

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.

5.5 CORRECTION OF DEFICIENT WORK

If required by LDEQ, the Contractor shall promptly, without cost to LDEQ, correct any deficient work performed by him prior to LDEQ approval of payment. Deficient work is defined as work that is (a) unsatisfactory, faulty or defective or (b) does not conform to the requirement of the contract documents. If the Contractor does not correct such deficient work on any deliverable 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 by way of a deduction from the total price of the contract. If corrections made to deficient work interfere with any LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

7.0 LDEQ RESPONSIBILITIES

As part of its responsibilities for assigned projects, LDEQ shall:

- (1) provide points of contact for technical and contract activities (Project Manager and Contract Manager);
- (2) provide LDEQ materials (documents, reports, etc.) for the Contractor's work as necessary;
- (3) monitor the Contractors work through telephone communications, meetings and review of Monthly Progress Reports; and
- (4) review, require revisions as necessary, and accept deliverables and submittals.

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

In the event that unforeseen circumstances may dictate that changes be made to Table A or Table B, LDEQ will notify the Contractor and take necessary steps to provide for a replacement site.

8.0 MEASUREMENT AND PAYMENT

8.1 Commencement Conference

The Commencement Conference payment item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at LDEQ Headquarters in Baton Rouge. Payment shall be made at the lump sum rate provided in the Schedule of Prices, Attachment 4. Payment will be made by LDEQ following completion of the conference and submission of the Contractor's invoice.

Payment for the work performed shall be made according to the unit rates provided in the contract Schedule of Prices.

8.2 Conduct Performance Audits

Payment items as listed in the Schedule of Prices shall include all activities and resources required for the performance of this work. The price for line item 2.2 and its subtasks 2.2.1, 2.2.2, 2.2.3, and 2.2.4 shall include all direct costs, indirect costs, travel and profit. A Progress Report that clearly supports the Contractor's request for payment for the corresponding billing period must be included with each invoice. Invoices shall be submitted monthly. Payments to be made for all audits completed, therefore, no payments will be made for partial work.

EXHIBIT 1

NO2 Audit

6/7/2007

Dutchtown

O3 Lamp Off**Monitor Response**

NO Conc. (ppm)	NOx Conc. (ppm)	NO2 Conc. (ppm)
0.4140	0.4210	0.0071
0.2940	0.2970	0.0039
0.1560	0.1580	0.0023

**Std.
Conc.
(ppm)**
0.430
0.300
0.160

O3 Level %

365
205
65

Gas Phase Titration

NO	NOx	NO2	Monitor Response (ppm)	NO PPM Conv.	Delta % NO	Standard Conc. (ppm)	Std. Conc. Range (ppm)	% Dev.
0.082	0.421	0.365	0.365	0.344	0.332	0.343	.310-.6	6.4
0.086	0.296	0.225	0.225	0.214	0.208	0.214	.110-.300	5.1
0.088	0.157	0.075	0.075	0.069	0.068	0.069	.006-.1	8.7

Convertor Efficiency =

100.27 %

Comments:**Operator:** Cory Parent**Auditors :** Julie White, Christina Jackson

LDEQ PM 2.5 Performance Audit

Date:	5/1/2007	Parish:	E BR
Site Name:	Capitol 001	Sampler Model:	R&P 2025
AQS Site Code:	220330009	Sampler ID:	20834

Temperature and Pressure Sensors

Temperature Audit Standard:	Cole Parmer	S/N:	10036210	Cert. Date	9/13/2006
Pressure Audit Standard:	Meriam Instruments	S/N:	123510-R4		9/13/2006

Filter Temperature Audit

Sampler Sensor Temperature (Celsius)	Audit Standard (Celsius)	Temperature Difference (Celsius)
32.50	32.00	0.50

Compartment Temperature Audit

Sampler Sensor Temperature (Celsius)	Audit Standard (Celsius)	Temperature Difference (Celsius)
32.80	31.80	1.00

Ambient Temperature Audit

Ambient Sensor Temperature (Celsius)	Audit Standard (Celsius)	Temperature Difference (Celsius)
30.50	31.10	-0.60

Note: All temperature differences must be within +/- 2.0 degrees Celsius.

Pressure Sensor Audit

Sampler (mm Hg)	Audit Standard (mm Hg)	Difference (mm Hg)
762.00	759.00	3.00

Pressure must be within +/- 10 mm Hg.

Flow Rate and Leak Check

Audit Standard:	Streamline FTS	S/N:	981130
Transfer Standard Equation:		0.4103 ($\Delta P \cdot T_a / P_a$) ^{1/2} +	-0.7637
Certified:	9/11/2006	Expires:	9/11/2007

External Leak Check: Pass 23mm

Ambient Temperature (Ta) :	31.10 Degrees Celsius	304.10 Degrees Kelvin
Ambient Pressure (Pa) :	759.00 mm HG	0.9986842 atmospheres

Set Point	Delta P (ΔP) (in. H2O)	Sampler Flow (m3/min.)	Actual Flow (m3/min.)	% Dev.
14.00	4.05	13.97	13.63	2.5
16.70	5.65	16.67	16.26	2.5
18.40	6.81	18.37	17.9	2.6

% Deviation must be within +/- 4.00 %.

Comments: Used the set point of 14 instead of 15.

Auditor: Julie White

Operator: Shannon Saunier

LDEQ PM 2.5 Speciation Performance Audit

Date:	3/6/2007	Parish:	EBR
Site Name:	Capitol	Sampler Model:	URG Mass 400
AQS Site Code:	220330009	Sampler ID:	B0069

Temperature and Pressure Sensors

Temperature Audit Standard:	Cole Parmer	S/N:	10036210	Cert. Date	9/13/2006
Pressure Audit Standard:	Meriam Instruments	S/N:	123510-R4		9/13/2006

Filter Temperature Audit

Sampler Sensor Temperature (Celsius)	Audit Standard (Celsius)	Temperature Difference (Celsius)
20.20	20.40	-0.20

Meter Temperature Audit

Sampler Sensor Temperature (Celsius)	Audit Standard (Celsius)	Temperature Difference (Celsius)
21.90	21.80	0.10

Ambient Temperature Audit

Ambient Sensor Temperature (Celsius)	Audit Standard (Celsius)	Temperature Difference (Celsius)
19.00	20.20	-1.20

Note: All temperature differences must be within +/- 2.0 degrees Celsius.

Pressure Sensor Audit

Sampler (mm Hg)	Audit Standard (mm Hg)	Difference (mm Hg)
773.00	769.00	4.00

Meter Drop Pressure Audit

Sampler (mm Hg)	Audit Standard (mm Hg)	Difference (mm Hg)
199.00	200.00	-1.00

Note: All pressure differences must be within +/- 10 mm Hg.

Flow Rate and Leak Check

Audit Standard:	Streamline FTS	S/N:	981130
Transfer Standard Equation:		0.4103 ($\Delta P \cdot T_a / P_a$) ^{1/2} +	-0.7637
Certified:	9/11/2006	Expires:	9/11/2007

External Leak Check: Pass

Ambient Temperature (Ta) :	20.20 Degrees Celsius	293.20 Degrees Kelvin
Ambient Pressure (Pa) :	769.00 mm HG	1.0118421 atmospheres

Set Point	Delta P (ΔP) (in. H2O)	Sampler Flow (m3/min.)	Actual Flow (m3/min.)	% Dev.
16.70	5.52	16.67	15.65	6.52

% Deviation must be within +/- 10.00 %.

Comments:

Auditor: Julie White

Operator: Shannon Saunier

LDEQ TEOM Performance Audit

Date: 5/15/2007 **Parish:** EBR
Site Name: Capitol **Sampler Model:** R&P 1400a
AQS Site Code: 220330009 **Sampler ID:** 24064

Flow Rate Audit

Bios Base S/N: B830
Bios Cell S/N: S3080 **Cert. Date:** 8/14/2006
H1773

Main Flow Leak Check: .04 L/min **Auxiliary Flow Leak Check:** .11 L/min

Leak checks must be within .15 L/min.

Flow	Actual Flow (m3/min.)	Sampler Flow (m3/min.)	% Dev.
Main Flow	2.94	3.00	2.04
Auxillary Flow	13.16	13.67	3.88

% Deviation must be within +/- 4.00 %.

Weight, Temperature and Pressure Sensors

Temperature Audit Standard: Cole Parmer **S/N:** 10148059 **Cert. Date** 9/13/2006
Pressure Audit Standard: Meriam Instruments **S/N:** 123510-R4 9/13/2006

Ambient Temperature Audit

Ambient Sensor Temperature (Celsius)	Audit Standard (Celsius)	Temperature Difference (Celsius)
25.90	27.30	-1.40

Temperature must be within +/- 2.0 degrees Celsius.

Pressure Sensor Audit

Sampler (mm HG)	Audit Standard (mm HG)	Difference (mm HG)
759.00	764.00	-5.00

Pressure must be within +/- 10 mm HG.

Mass Transducer Verification

Actual KO	Audit KO	% Deviation
13667.00	13572.00	0.70

% Deviation must be within +/- 2.5%

Comments:

Auditor: Julie White

Operator: Shannon Saunier

ATTACHMENT 3. EXPERIENCE TABLE

“Conduct Performance Audits of Ambient Monitoring Sites”
(Enlarge or duplicate table as necessary)

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

**ATTACHMENT 4
SCHEDULE OF PRICES**

**“Conduct Performance Audits of Ambient Monitoring Sites”
Louisiana Department of Environmental Quality**

Task Item No.	Pay Item Description	Payment Unit	No. of Units	Unit Rate	Line Total
2.1	Commencement Conference	Lump Sum	1		
2.2	Conduct Performance Audits	Per audit completed			
2.2.1	Subtask 1 – Audits of PM₁₀, TSP, H₂S, and CO monitors. One audit per monitor type per quarter	Each Audit Completed	16		
2.2.2	Subtask 2 – Audits of NO_x, SO₂, and PM_{2.5} TEOM monitors. Three (3) audits of each monitor type per quarter.	Each Audit Completed	36		
2.2.3	Subtask 3 – Audits of ozone monitors. Seven (7) audits of ozone monitors per quarter.	Each Audit Completed	28		
2.2.4	Subtask 4 – Audits of PM_{2.5} FRM monitors. Each of the twenty (20) PM_{2.5} FRM monitors in the network must be audited once each quarter.	Each Audit Completed	80		
TOTAL PRICE					

- Unit rates shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs), travel expenses and profit.
- LDEQ does not guarantee that a maximum number of units (i.e., estimated number of units listed in table above) will be performed. LDEQ will pay the Contractor only for the actual audits completed.

***ALL BLANKS MUST BE COMPLETED**

ATTACHMENT 5. SAMPLE LDEQ CONTRACT

“Conduct Performance Audits of Ambient Monitoring Sites”

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

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 "**Conduct Performance Audits of Ambient Monitoring Sites**" 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 **DATE, 2007** through **DATE, 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.

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 post-award 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 **CONTRACT 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 the Schedule of Prices. 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 audits completed, 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. The objective of this contract is to conduct performance audits at LDEQ ambient monitoring sites across the state. The goals are to ensure that the data collected is accurate and to meet a federal mandate requiring an audit of all LDEQ ambient air monitoring sites at least once a year, and at least 25 percent of the sites should be audited each quarter.
- b. LDEQ will monitor the progress 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 deliverables are submitted within the time frame of the contract;
 - (4) reviewing, requiring correction as necessary, and approving all deliverables and submittals; and
 - (5) requiring Monthly Progress Report.
- 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:

Payment to the Contractor for services rendered shall be made according to the rates provided in the contract Schedule of Prices for the actual work accepted as completed by LDEQ. The rates included in the contract Schedule of Prices shall be applied for the term of the contract. Payment for work performed under this contract shall not exceed the agreed contract amount.

The rate for each line item in the contract Schedule of Prices shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringes, overheads, general and administrative costs), travel and profit.

b. Payment procedure:

Payment shall be made as monthly progress payments in accordance with the unit rate provided in the contract Schedule of Prices. A Monthly Progress Report that clearly supports the Contractor's request for payment for the corresponding billing period must be included with each invoice. Invoices shall be submitted monthly and should cover from the first day of the month to the last day. Invoices must be submitted within fourteen (14) calendar days of the end of the preceding month.

Each invoice must include:

- (a) the contract number;
- (b) the name and address of the Contractor;
- (c) an itemized list of the work completed during the billing period;
- (d) the total amount requested; and
- (e) the balance remaining in the contract.

The invoice shall be signed by the Contractor's Project Manager and directed to Louisiana Department of Environmental Quality, Financial Services Division, 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:

The Contractor shall submit all required reports (see Attachment 2, Statement of Work). Additionally, the Contractor shall submit a Monthly Progress Report for the corresponding billing period and a procurement summary detailing purchases from Minority-owned/Women-owned Business Enterprises (Appendix C) prior to issuance of payments.

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 or his subcontractors. 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 or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute shall meet or exceed the requirements stated herein. 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. CONTRACTOR'S INSURANCE

The Contractor shall procure 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, his agents, representatives, or employees. The cost of such insurance shall be included in the Contractor's prices and shall not be separately billed.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**
- (1) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 93. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- (2) Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

b. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- (3) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LDEQ. At the option of LDEQ, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LDEQ, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- (a) LDEQ, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LDEQ, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- (b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to LDEQ, its officers, officials, employees, Boards and Commissions or volunteers.
- (c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers Liability Coverage

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

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LDEQ.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

f. Verification of Coverage

The Contractor shall furnish LDEQ with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must include the Contractor's name, the LDEQ contract number, the effective dates of the policy, and the level of coverage. The certificates must be received and approved by LDEQ before the Notice to Proceed will be issued and work commences. LDEQ reserves the right to require complete, certified copies of all required insurance policies, at any time.

An original and one (1) copy of each certificate (and policies when required) shall be sent to the attention of:

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

16. INDEMNIFICATION AGREEMENT

The Contractor shall complete and return to LDEQ a signed Indemnification Agreement (Attachment 6), along with the insurance certificates required in Article 15, Contractor's Insurance.

17. 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.

18. SUCCESSORS AND ASSIGNS

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

19. 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.

20. COMPLIANCE WITH LAWS

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

The Contractor is hereby advised that U.S. Environmental Protection Agency Grant No. PM-96642801 is being used by the Department to partially fund this contract. Continuation of this agreement after September 30, 2009, is contingent upon grant extension approval.

21. 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 .

22. 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.

23. 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.

24. 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 and any subcontractors which are reasonably related to this contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred. All such materials shall be made 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 by LDEQ and/or Legislative Auditor. Copies thereof shall be furnished if requested.

25. 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.

26. 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.

27. REMEDIES

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

28. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS: [if federal money]

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.

29. 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.

30. 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.

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
Assistant to Secretary

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

WITNESS:

CONTRACTOR:

**ATTACHMENT 6
INDEMNIFICATION AGREEMENT**

_____ agrees to protect, defend, indemnify, save, and hold
(Contractor)
harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its
officers, agents, servants and employees, including volunteers, from and against any and all
claims, demands, expense 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 _____, its agents, servants, and employees, or any and all
(Contractor)
costs, expense and/or attorney fees incurred by _____ as a result of
(Contractor)
any claim, demands, and/or causes of action except those claims, demands, and/or
causes of action arising out of the negligence of the State of Louisiana, all State Departments,
Agencies, Boards and Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to, provide defense for,
(Contractor)
and defend any such claim, demands, or suit at its sole expense and agrees to bear all other costs
and expenses related thereto, even if it (the claim, etc.) is groundless, false or fraudulent.

Accepted by: _____
Company Name

Signature

Title

Date accepted _____
Is the Certificate of Insurance attached? ____ Yes ____ No

Contract No. _____ for Louisiana Department of Environmental Quality, Office of
Environmental Assessment/Air Quality Assessment Division
Purpose of Contract: to conduct performance audits at LDEQ air monitoring sites across the state.

APPENDIX C

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: PM-96642801

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

^AType 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 _____