



## **Request for Proposal (RFP)**

### **ORGANIZATION**

CleanAIRE North Carolina dba CleanAIRE NC

### **INTRODUCTION**

Our mission is to advocate for the health of all North Carolinians by pursuing equitable and collaborative solutions that address climate change and air pollution. We recognize health impacts from air pollution and climate change disproportionately affect low-income and communities of color and contribute to existing health disparities. We fight for a cleaner North Carolina through policy advocacy, litigation, education, community organizing, and innovative partnerships. Our programs include Community Science AirKeepers, Health Advocates, Environmental Justice, and the NC Climate Ambassadors Program.

### **PROJECT OVERVIEW**

The Sampson County Air Monitoring Network project expands the CleanAIRE NC (CANC) Citizen Science AirKeeper Program, established in 2016 in Charlotte, North Carolina. Between 2017 and 2021, the CANC AirKeeper Program spread statewide. We deployed low-cost sensors in rural and urban areas to monitor and report PM2.5 for community use, scientific research, and informing stakeholders. The Sampson County Air Monitoring Network project will take place in Sampson County in eastern North Carolina. Sampson County is home to the 2nd largest number of hogs in the USA, only behind neighboring Duplin County, and is also home to a large number of poultry farms, a landfill, biogas, and a wood pellet facility; many residents have questions and concerns about county-wide and hyperlocal air quality. A core Project Objective is establishing an air monitoring network in Sampson County, North Carolina. Following the development of an approved QAPP, the Sampson County Air Monitoring Network project will include data collection for multiple air pollutants via a suite of air monitors. Sampling strategies will be a collaboration of CANC with academic, technical, and community stakeholder groups. Project Activities fall into four categories: Community Engagement and Listening Sessions, Air Sampling and

Data Collection, Data Analysis and Reporting, and Air Quality Advocacy. The CANC Sampson County Air Monitoring Network Project Outputs and Outcomes include providing tools and resources needed for concerned residents of Sampson County to decide the best strategies for achieving healthy air quality.

## **PROJECT OBJECTIVES**

The Sampson County Air Monitoring Network project links to EPA Strategic Goal 4, “Ensure Clean and Healthy Air for All Communities,” in the EPA 2022-2026 Strategic Plan to reduce air pollution on local, regional, and national scales to achieve healthy air quality for people and the environment. Specific Project Objectives include:

- Establish an air monitoring network in Sampson County, North Carolina, to collect PM<sub>2.5</sub>, VOC, and H<sub>2</sub>S data and collaborate with Sampson County residents.

## **DESCRIPTION OF PROJECT**

Sampson County, NC, is home to several million swine living in large, concentrated housings. As of April 2020, over 2.1 million swine lived in permitted concentrated housings within the county. This area is historically under-represented for air and water pollution regulatory, enforcement, and community engagement activities.

The state of North Carolina monitors for criteria pollutants (e.g., ozone, particulate matter, sulfur dioxide) and hazardous air pollutants (HAPs) statewide. These monitors, especially for criteria pollutants, are geographically dispersed near large cities. Monitoring for air toxics is even less statewide, with only seven locations as of 2021. Prolonged exposure to certain air toxics can lead to cancer and/or noncancer effects.

The nearest air toxics monitoring locations to Duplin County, through 2021 are:

- 1) AQS Site 37-129-0010, Wilmington, NC: ~34 miles southeast of the Sampson County line; speciated VOCs (e.g., benzene)
- 2) AQS Site 37-183-0014, Raleigh, NC: ~37 miles northwest of the Sampson County line; speciated VOCs (e.g., benzene) and carbonyls (e.g., formaldehyde)
- 3) AQS Site 37-147-0006, Greenville, NC: ~ 56 miles northeast of the Sampson County line; speciated VOCs (e.g., benzene)
- 4) AQS Site 37-123-0001, Montgomery County, NC: ~72 miles west of the Sampson County line; speciated VOCs (e.g., benzene) and carbonyls (e.g., formaldehyde)

As presented above, there is a large geographic “hole” for air toxics monitoring in the Sampson County area. Further, the existing air toxics monitoring locations are not placed near swine activities.

Using a mobile “real-time data acquisition” monitoring system, CANS would identify peaks for total volatile organic compounds (VOC). The real-time data acquisition system, which is generally affixed to the top of a vehicle, has been used successfully for recent U.S. EPA enforcement activities in Rhode Island and Baltimore. It collects, in real-time, total VOC concentrations continuously. When peaks are identified, the operator will be able to collect air samples into SUMMA canisters attached to the vehicle. These canisters can be speciated to identify concentrations of over 40 hazardous air pollutants from the TO-15 method, including:

Benzene	Bromomethane
Toluene	Carbon disulfide
Ethylbenzene	Chloroprene
Xylenes	Ethyl Acrylate
1,3-butadiene	Ethylene oxide

Additionally, methane concentrations can also be quantified from the canister sample.

Given the number and size of swine farms dispersed throughout the county, the use of the real-time data acquisition sampling system is key in providing focus for targeting the highest priority areas. We expect the results of the real-time data acquisition sampling to inform CANS in identifying areas for potential monitor placement.

Additional information to help place monitors will include 1) EJSCREEN results, 2) sensitive population information, 3) health outcomes data; and 4) communications with local partners, including those in its Airkeepers program. Once identified and agreements are in place, stationary sampling for VOCs would occur for 9-12 months at approximately 3 locations within the most disproportionately impacted communities.

At the locations, 24-hour integrated air samples would be collected by canisters once every six days to establish baseline air toxics concentrations for areas impacted by swine farm operations. Canisters would be sent to a commercial laboratory to analyze for speciated VOCs using the analytical method EPA TO-15 and identify priority HAPs for further actions.

*These funds are provided through EPA's American Recovery Program to address health outcome disparities from pollution and the COVID-19 pandemic.*

## **RFP SCHEDULE**

RFP Release Date:	March 18, 2024
Questions Due:	April 1, 2024
RFP Response Due:	April 15, 2024
Selection:	April 24, 2024
Contract Initiation:	May 1, 2024

## **SCOPE OF WORK**

The scope of work includes, but is not limited to:

- Conducting a comprehensive assessment of the current real-time data acquisition mobile system to identify areas for enhancement.
- Developing and implementing enhancements to the real-time data acquisition system based on the assessment findings.
- Deploying the enhanced real-time data acquisition system in specified locations for real-time monitoring of total VOC peaks.
- Exploring potential adaptations of the real-time data acquisition system to monitor additional environmental parameters beyond VOCs.

## **STATEMENT OF WORK**

1. Task 1 – Management Activities
  - i. Reporting/Invoicing
  - ii. Schedule/Milestones
2. Task 2 – Pre-Deployment Activities
  - i. Purchasing Support for CANC
  - ii. Logistical/Site Selection Support for pre-deployment activities
  - iii. Community meetings
3. Task 3 – Deployment Activities
  - i. Mobile monitoring for total VOCs

- ii. Grab samples for speciated VOC/methane via canisters
  - iii. Fixed air monitor speciated VOC/methane sampling via canisters
- 4. Task 4 – Reporting
  - i. Data Analysis
  - ii. Draft and Final Report

## **CONTRACTOR SELECTION CRITERIA**

1. Technical Approach (40 points) – Description of how to address the SOW requirements
2. Past Performance (20 points) – Experience related to the SOW requirements
3. Staffing (15 points) – Experience of the key staff
4. Cost (10 points) – Adherence to the budgeted amount
5. Schedule (10 points) – Adherence to the SOW schedule
6. Location (5 points) – Ability to travel to the sampling locations within 2 hours.

Contract Type – Master Services Agreement (attached)

## **PROPOSAL REQUIREMENTS**

Vendors are invited to submit a proposal outlining their capacity to meet these objectives, including detailed plans for system enhancements, cost estimates, and timelines to include the following:

- Company profile, including relevant experience in environmental monitoring and system enhancement projects.
- Proposed methodology for assessing and enhancing the real-time data acquisition system.
- Detailed timeline for project implementation, including deployment schedules.
- Cost breakdown, including all expenses related to assessment, enhancement, deployment, and adaptation of the real-time data acquisition system.
- Proposals should also include references from previous related projects.

**DEADLINE FOR SUBMISSION**

Proposals must be submitted by April 15, 2024, no later than 5:00 PM ET.

**SUBMISSION CONTACT**

Proposals should be sent via snail mail or email to:

CleanAIRE NC  
Attn: Gerald Babao  
PO Box 5311  
Charlotte, NC 28299

Email: [gerald@cleanairenc.org](mailto:gerald@cleanairenc.org)

**DISCLAIMER**

CleanAIRE NC reserves the right to reject any or all proposals received in response to this RFP. Submission of a proposal indicates acceptance of the terms and conditions outlined herein.

## MASTER AGREEMENT FOR PROFESSIONAL SERVICES

**Agreement Number:**

**[INSERT]**

**Agreement Type:**

Value of Tasks Issued

**Effective Date:**

**Buyer:**

CleanAIRE NC

**Seller:**

**[CONTRACTOR]**

This Agreement for Professional Services, (hereinafter referred to as “Agreement”) is between the CleanAIRE NC (CANC) (hereinafter referred to as “Buyer”) and [CONTRACTOR] (hereinafter referred to as “Seller”). Buyer and Seller may be referred to herein individually as “Party” and collectively as “Parties”.

Seller as an independent contractor and not as an agent or employee of Buyer, shall furnish all personnel, materials, and services for the performance and completion of the work (hereinafter referred to as “Scope of Work”) specified below. In consideration of the foregoing, Seller and Buyer mutually agree to the following:

### ***Scope of Work***

**[INSERT].**

### ***Period of Performance***

The period of performance for this Agreement shall be from the Effective Date hereof **through February 1, 2026** (unless extended by mutual agreement of both Parties).

### ***Agreement Amount and Compensation***

Before commencing any work hereunder, Seller shall provide Buyer with a cost estimate and time of completion for the scope of work requested by Buyer, and Buyer must provide written or email approval of such estimate prior to Seller commencing such work. Task Orders can be Fixed Price or Time & Materials and will be determined on a Task Order basis.

If Time & Material, all work completed under the Task Order will be billed by Seller on an hourly basis at the approved billing rates stated in the Task Order for the satisfactory completion of the Scope of Work, including all tasks, materials, and deliverables submitted in the Task Order proposal. Rates for staff anticipated to work on the project will be proposed in each Task Order proposal requested by Buyer. All reasonable and allowable other direct costs incurred shall be reimbursed at cost, plus applicable markup.

If Fixed Price, all work completed under the Task Order will be billed by Seller at the fixed price stated in the Task Order for the satisfactory completion of the Scope of Work, including all tasks, materials, and deliverables submitted in the Task Order proposal.

All payments to Seller will be made in U.S. dollars.

If at any time Seller has reason to believe that the Agreement Amount will be exceeded, Seller shall notify Buyer. Such notification may include a request for additional funding.

### ***Invoicing and Payment***

Seller shall prepare and submit an invoice at the completion of the Scope of Work requirements under this Agreement. Each invoice shall include: (a) invoice amount; (b) billing period of performance; (c) sequential invoice number; (d) description of work performed; (e) Agreement Number. f) professional labor hours incurred (For T&M Task Orders only); g) fixed hourly labor rate (For T&M Task Orders only); h) description of work performed; and i) invoice amount.

Buyer agrees to pay Seller's invoice within 30 days of receipt. Seller reserves the right to suspend work if Buyer fails to pay any invoices submitted under this Agreement within the time specified. Any payments due to Seller shall survive termination of this Agreement.

### ***Changes/Modifications***

Any changes made to this Agreement, including to the Scope of Work, must be agreed to in writing by both Parties. If Buyer desires to add additional work, not currently reflected in the Agreement's Scope of Work, or make changes to the work schedule, Seller will contact Buyer to negotiate additional funding that will be required, over and above the stated Agreement Not-to-Exceed Amount. Seller shall notify Buyer promptly if it identifies any conduct or direction that Seller regards as a change to the Agreement terms and conditions or Scope of Work. Seller will seek an equitable adjustment for any such change.

### ***Force Majeure***

Seller will not be responsible for any delays in the performance of its services under this Agreement by reason of acts of God or other causes beyond Seller's reasonable control. As agreed to by both Parties, Seller may be entitled to an increase in the Not-to-Exceed Agreement Amount or adjustment in the deliverable schedule hereunder by reason of any such cause or delay.

### ***Termination***

Both Buyer and Seller may terminate this Agreement, in whole or in part, at any time and with or without cause. Termination shall be initiated by giving 30 days written notice. Upon termination initiated by either Buyer or Seller, Buyer will be obligated to reimburse Seller for costs actually incurred prior to the effective date of written termination, including all non-cancellable commitments, and Seller shall forward to Buyer all work completed up to the effective date of termination.

### ***INDEMNIFICATION***

TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH BUYER AND SELLER HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER AND ITS OFFICERS, AGENTS, AFFILIATES, AND EMPLOYEES AGAINST ANY LIABILITY, ACTION, CLAIM, DAMAGE, DEMANDS, LOSSES, SUIT, JUDGMENTS OR EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) CAUSED BY THE INDEMNIFYING PARTY'S NEGLIGENT OR RECKLESS ACTS OR OMISSIONS, OR WILLFUL MISCONDUCT WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

IN NO EVENT SHALL EITHER BUYER OR SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, PUNITIVE



DAMAGES, LOSS OF PROFITS OR REVENUES OR INCREASED COST OF OPERATION OR BY REASON OF SHUTDOWN. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS AGREEMENT.

### ***LIMITATION OF LIABILITY***

IN NO EVENT SHALL SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED THE TOTAL AMOUNT PAID TO SELLER BY BUYER FOR WORK PERFORMED UNDER THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS AGREEMENT.

### ***Proprietary/Confidential Information***

Any information which Buyer labels as Proprietary or Confidential shall be treated with the same standard of care as Seller uses to protect its own proprietary information, but no less than a reasonable standard of care.

### ***Inspection and Acceptance***

Buyer shall have thirty (30) days from the date of the completion of services and/or delivery of the deliverables under this Agreement to inspect the services and/or deliverables to determine if they are reasonable and conform to this Agreement. Upon inspection, if Buyer, in good faith, rightfully rejects any portion of the services and/or deliverables, such rejection shall be made in writing and shall set forth the reasons for rejection. Seller will be granted a minimum of ten (10) calendar days to cure any services and/or deliverable(s) reasonably rejected by Buyer. Seller will be paid for all costs associated with curing any rejected services and/or deliverable(s). Services and/or deliverables not rejected by Buyer, as described above, shall be deemed to be accepted by Buyer.

### ***Governing Law/Venue***

This Agreement shall be made under, construed in, and governed by the laws of North Carolina, exclusive of its choice of law provisions, and where applicable by virtue of preemption, under the laws of the United States of America. Both Parties unless prohibited by law hereby consent to personal jurisdiction and venue in the courts of the State of North Carolina, or in any federal court located in North Carolina, for any suits brought under the terms of or related to the Agreement.

### ***No Solicitation***

Buyer and Seller agree that during the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, solicit for employment any person who is then employed by either party or who was employed by either party within the prior twelve (12) month period.

### ***Compliance with Laws***

Both Buyer and Seller agree to comply with all federal, state, municipal, and local laws, rules, and regulations that may be applicable to this Agreement.

### ***Disputes***

Both Buyer and Seller shall diligently pursue in good faith an amicable and reasonable resolution of any dispute arising out of or relating to this Agreement. Both Buyer and Seller agree to initially meet in person or by phone and attempt to negotiate a resolution. At least one representative must have the authority to enter into an agreement to resolve the dispute. Unless otherwise agreed to by both Buyer and Seller, if Buyer and Seller are unsuccessful in resolving the dispute, the dispute will be submitted to nonbinding mediation with a mediator mutually agreed to by Buyer and Seller. Buyer and Seller will share equally the cost of the mediator and the proceedings, but both Buyer and Seller will be responsible for their own cost associated with travel, employee and legal costs. Any dispute that remains unresolved shall be settled by a North Carolina court of competent jurisdiction.

### ***Independent Contractors***

Buyer and Seller are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Accordingly, entitlements and benefits applicable to such relationships do not apply. Neither Buyer nor Seller shall have the power to obligate or bind the other Party.

### ***Privity***

This Agreement is entered into solely for the benefit of the parties named in it and not for the benefit of any other person or entity. No other persons or entities may enforce it for their benefit nor shall they have claim or remedy for its breach.

### ***Mutual Drafting***

This Agreement shall be deemed to have been drafted by both parties in collaboration. Any ambiguities contained therein shall be the responsibility of both parties jointly, and neither may construe this Agreement against the other on the basis of drafting.

### ***Interpretation of Agreement***

Any such ambiguities will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of both Parties at the time of contracting.

### ***Severability***

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the remainder of the Agreement other than the portions determined to be invalid or unenforceable shall not be affected thereby, and each valid provision hereof shall be enforced to the fullest extent permitted by law.

### ***Entire Agreement***

Buyer and Seller acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. This Agreement wholly supersedes all prior written or verbal offers, negotiations, or agreements made by the Buyer and Seller for the subject matter of this Agreement.

In Witness Whereof, the duly authorized representatives of Seller and Buyer have executed this Agreement with the intention of becoming legally bound thereby on the Effective Date as specified on page 1 of this Agreement.

For: CleanAIRE NC

For: **Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

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Printed or Typed Name

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Title

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Title