



# Request for Proposals

## Costs & Benefits Analysis of School Waste Management Programs

### Project overview

The Minnesota Pollution Control Agency (MPCA) requests proposals from qualified Responders to work with the MPCA in developing and administering a survey instrument designed to collect waste management program information (including costs and benefits) from Minnesota kindergarten-12<sup>th</sup> grade (K-12) schools, to conduct outreach to schools to improve survey response rates, to gather and summarize results, and to conduct an analysis of the results and provide recommendations.

The MPCA has approximately **\$45,000** available for a contract with the selected Responder. The due date for proposals is **Tuesday, January 8, 2013**, by 2:00 p.m. Central Time. Proposals must be electronically submitted to [contracts.pca@state.mn.us](mailto:contracts.pca@state.mn.us) (subject line: "CR 6005 K-12 Analysis"). The MPCA reserves the right to reduce the amount of the contract or refrain from making a contract.

### Goal

The goal of this project to gain an understanding of the costs associated with mixed municipal solid waste (MMSW) programs and the potential for net cost reduction for Minnesota K-12 schools that utilize best practices with respect to recycling and organics program operations and contracting practices.

### Tasks

This project requires the selected contractor to work closely with MPCA staff to conduct an in-depth analysis of Minnesota K-12 school solid waste management programs. This project also involves coordination with the efforts of the Solid Waste Management Coordinating Board's Cost and Billing of Nonresidential Waste and Recycling Collection Study.

The MPCA anticipates having available for the selected contractor information from a large number of school districts on whether the schools in those responding districts have recycling service, what materials are collected, and to what facility materials are taken.

The proposed tasks must include the following:

1. Prepare a survey instrument that will succinctly collect information necessary to perform the analysis of school waste management program costs. The survey will be distributed electronically (web-based) by the MPCA. The MPCA anticipates that the survey will request copies of the schools' solid waste and recycling contracts and approximately three (3) months of solid waste and recycling bills.
2. Conduct outreach to schools to facilitate a survey response rate that is statistically significant.
  - Use appropriate forums and groups, such as the Minnesota Educational Facilities Management Professionals, the Minnesota Association of School Business Officials (MASBO), etc.
  - Call schools to encourage responses and to offer assistance with survey completion.
  - Follow up with schools to clarify information in their responses, as necessary.

3. Review and analyze information/data received (survey responses, solid waste and recycling bills, contracts, etc.), including developing a database or spreadsheet of information that serves to profile and describe all aspects of the MMSW and recycling programs of the schools. For this task, MPCA anticipates additional information may be needed, such as data from existing reports and studies or other MPCA surveys (to be provided by the MPCA), or other research deemed helpful and conducted by the selected contractor (e.g. school board policies). Analysis should show statewide results as well as separate results for metropolitan and greater Minnesota.

The analysis should answer at least the following questions:

- How many schools are recycling and how many are not (number and percentage of respondents)?
- What types of materials are being recycled at responding schools?
- What is the average monthly/annual cost of MMSW collection at responding schools?
- What is the average monthly/annual cost of recycling collection at responding schools?
- If the school has other solid waste diversion programs, like food to hogs or composting, what are the average monthly/annual costs of those programs? What impact do those programs have on overall MMSW related costs?
- How much in fees, taxes and surcharges are schools paying?
  - Do local fees, taxes or surcharges have an impact on program performance and/or costs?
- How do program elements affect MMSW and recycling collection costs, if at all?
  - number of recycling containers in school
  - placement and labeling of recycling and trash containers
  - district-wide contracting for services vs. school by school
  - districts that have school board policies on waste management vs. those that do not
- What is the final destination of MMSW from Minnesota schools, if known (include percentages going to resource recovery versus landfilling)?
- Do schools know the quantities of MMSW and recyclable materials they generate per month or per year? If so, what are they?

The analysis should also attempt to normalize information (e.g. determine average or range of costs per ton of waste) so that the results may be useful to most school districts, and it should note contract elements that may affect costs and document atypical arrangements that may skew results (e.g. district operates its own collection service; costs are paid by an entity other than the school district).

4. Summarize the data, results, analysis and conclusions in a report to the MPCA. The report should include recommendations for schools on reducing or minimizing costs while improving waste diversion programs.
5. Present a summary of the report at two appropriate forums, approved by the MPCA, such as a Recycling Association of Minnesota conference.
6. Provide the MPCA with all raw data collected for the purposes of this study in a format that does not preclude its use by the MPCA for future analysis.

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These additional tasks should be separated from the required tasks on the cost proposal and clearly labeled as additional tasks.

The Term of this contract is anticipated to run from the date of execution to June 28, 2013.

## Qualifications

A potential contractor should have experience working with clients providing solid waste management and recycling program technical assistance and have a good understanding of solid waste and recycling collection practices.

Other preferred qualifications include:

- Experience analyzing nonresidential MMSW and recycling collection contracts and billing.
- An understanding of accounting practices.
- An understanding of resource management contracting.
- Experience working with schools on solid waste management or similar issues.

## Proposal content

In completing your proposal, please ensure that all items are addressed by using the checklist included as part of the submittal cover page. There is no page limit restricting the amount of information that you may wish to provide, however, all supporting documents are due at the time of proposal submittal. The submittal forms include additional instructions regarding the required information and its format. The Proposal content must use the forms provided and must contain the information requested in Attachments I and II. Attachments III and IV are provided as reference documents.

### **Attachment I:** Proposal (Cover Page/Checklist)

- Part I. Contact Information
- Part II. Proposal Content Checklist
  - Project Description and Work Plan (inclusive of required tasks, timeline and deliverables)
  - Qualifications/Experience (related to performing this type of project)
  - Cost Proposal (refer to Attachment III for sample format; cost proposal must be submitted as a separate file from the rest of the response)

### **Attachment II:** General Requirements Forms (and requested documentation)

- II-A. Affidavit of Noncollusion (required)
- II-B. Veteran-Owned Preference Form (if applicable)
- II-C. Certification Regarding Lobbying (required)
- Conflict of Interest List (if applicable)
- Targeted Group Businesses and/or Economically Disadvantaged Businesses and Individuals (must submit certification if applicable)

**Attachment III:** Sample Cost Proposal (sample format provided - modify as necessary; cost proposal must be submitted as a separate file from the rest of the response)

**Attachment IV:** Sample Contract (informational use only)

## Proposal delivery

All responses must be electronically submitted to: [contracts.pca@state.mn.us](mailto:contracts.pca@state.mn.us) (subject line: "CR 6005 K-12 Analysis"). All responses must be received no later than 2:00 p.m., Central Time, **January 8, 2013**.

**Late or faxed responses will not be considered.** It is the Responder's sole responsibility to ensure that their submittal is received by the response deadline.

All costs incurred in responding to this RFP will be borne by the Responder. This solicitation does not obligate the state to award a contract or complete the project, and the state reserves the right to cancel this solicitation if it is considered to be in its best interest.

Prospective Responders who have any questions regarding this RFP must submit their questions by e-mail to [contracts.pca@state.mn.us](mailto:contracts.pca@state.mn.us) (subject line: "CR 6005 K-12 Analysis"). Each **Thursday**, questions that were submitted during the preceding week, and MPCA responses to those questions, will be published on the MPCA website under the "Questions and Answers" (Q&A) section at <http://www.pca.state.mn.us/bkzq5a3>. The final day for receipt of questions will be **Thursday December 20, 2012**; the final date responses will be posted, will be **Thursday, December 27, 2012**. It is the responsibility of the Responder to review this site periodically for updates (i.e., addendums, Q&A).

Regardless of MPCA availability to answer pre-proposal submittal questions, Responders are solely responsible for the content and submission of their proposal. Prior to the submittal deadline, Responders may contact Mary Baker ([mary.baker@state.mn.us](mailto:mary.baker@state.mn.us) or 651-757-2208) with any questions or concerns regarding the electronic submittal requirements or if experiencing difficulties with the submission.

Other MPCA personnel are **NOT** authorized to discuss this RFP with Responders before the proposal submission deadline. Contact regarding this RFP with any MPCA personnel not listed above could result in disqualification.

## Proposal evaluation

All responses received by the deadline will be evaluated by representatives of the MPCA. All proposals will be evaluated on "best value". Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. The state reserves the right, based on the scores of the proposals, to create a short-listing of vendors who have received the highest scores to interview, or conduct demonstrations/presentations. The state reserves the right to seek best and final offers from one or more Responders. A 100-point scale will be used to create the final evaluation recommendation.

Mandatory Requirements (Scored as Pass/Fail)

1. Proposals must be received on or before the due date and time specified in this solicitation.

Evaluation Factors (scored based on percentage or points as indicated)

1. Expressed understanding of project objectives 10 percent
2. Work Plan and Deliverables 35 percent
3. Experience and Qualifications (of both the organization and key project personnel) 25 percent
4. Cost Proposal (cost detail and total proposed cost)\* 30 percent

\*The cost proposal will not be evaluated by the review team until after points for all other factors are awarded. The low-cost response to the cost proposal receives the maximum points (30). The higher cost responses receive points using the following formula:

$$\frac{\text{Low Cost Response Amount}}{\text{Higher Cost Response Amount}} \times \text{Maximum Price Points (30)}$$

Certified Targeted Group Businesses and Individuals, Economically Disadvantaged Businesses and Individuals, or Veteran-owned businesses will receive six percent preference. These preference points will be calculated by adding six additional points to the scores of eligible Responders.

The state reserves the right to reject any and all proposals and to negotiate the terms of the contract and cost proposal with the selected Responder prior to entering into a Contract. Should the state for any reason be unable to negotiate a Contract with the Responder of first choice, the state reserves the right to negotiate with the Responder of second choice. The state reserves the right to request a Best and Final Offer if it deems it necessary. It is anticipated that the evaluation and selection will be completed within 60 days of the submittal deadline.

## **General requirements**

### **Affidavit of noncollusion**

Each Responder must complete the attached Affidavit of Noncollusion and include it with the response.

### **Conflicts of interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

### **Proposal contents**

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.

### **Disposition of responses**

All materials submitted in response to this RFP will become property of the state and will become public record in accordance with Minn. Stat. § 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted.
- Include a statement with its response justifying the trade secret designation for each item.
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the state, its agents and employees, from any judgments or damages awarded against the state in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the state's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the state.

The state will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Notwithstanding the above, if the state contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

### **Contingency fees prohibited**

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

### **Sample contract**

You should be aware of the state's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and

evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

## **Reimbursements**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the state's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

## **Organizational conflicts of interest**

The Responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the state, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The Responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division (MMD) which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the state may, at its discretion, cancel the contract. In the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the state may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the state's rights.

## **Preference to targeted group and economically disadvantaged business and individuals**

In accordance with Minn. R. 1230.1810, subp. B and Minn. R. 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible Targeted Group Businesses must be currently certified by the MMD prior to the solicitation opening date and time. For information regarding certification, contact the MMD Helpline at 651-296-2600, or you may reach the Helpline by e-mail at [mmdhelp.line@state.mn.us](mailto:mmdhelp.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1-800-627-3529.

## **Veteran-owned preference**

In accordance with Minn. Stat. § 16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a six percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minn. Stat. § 16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and sign the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

## Insurance requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract.
  - If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.
  - Contractor is responsible for payment of Contract related insurance premiums and deductibles.
  - If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
  - Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits.
  - Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.
  - An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- D. The state reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the state, and copies of policies must be submitted to the state's authorized representative upon written request.
- E. The successful Responder is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the contract.

## **E-Verify certification (In accordance with Minn. Stat. § 16C.075)**

By submission of a proposal for services in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the state, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the state. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the state upon request.