

Treatment Technology Test on Landfill Liquid Waste Containing PFAS

Request for Proposals (RFP)

This document describes the Treatment Technology Test on Landfill Liquid Waste Containing Per- and Poly-fluoroalkyl Substances (PFAS) RFP, including information on who may apply for samples of landfill liquid waste containing PFAS, activities eligible for PFAS containing liquid waste, and other information that will help applicants submit an application. The rolling application form and other relevant documents are on the [Landfill Liquid Waste Containing PFAS RFP website](#).

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1. Overview

The Minnesota Pollution Control Agency (MPCA) Closed Landfill Program (CLP) is responsible for the long-term care and maintenance of certain closed mixed municipal waste landfills in the state. Maintaining these sites includes management of landfill liquid waste (leachate and condensate). A study of PFAS in the CLP's liquid waste stream found that 98% of assessed closed landfills have PFAS contamination.

This RFP is intended to provide a mechanism for interested parties to acquire a limited volume of landfill liquid waste from the Washington County, Waste Disposal Engineering (WDE), Olmsted County Oronoco, Rice Lake, Anoka-Ramsey, or Koochiching closed landfills in the CLP for PFAS treatment technology testing purposes. Approved applicants will communicate and coordinate sample collection and containerization from MPCA's authorized representative when they are on site for routine sampling.

This RFP will remain open, and applications will be accepted on a rolling, first come, first serve basis until 4:00 p.m. Central Time on April 30, 2027.

2. Eligible and ineligible applicants and projects

Eligible applicants and projects

Treatment technology applicants and test projects will be screened by the MPCA for eligibility. Applicants must obtain all insurance required by the Minnesota Department of Administration and test projects must demonstrate existing PFAS treatment technology expertise and capabilities per the questions/requirements outlined in the application, including:

- PFAS Treatment Technology and Test Description
- PFAS Waste Disposal Requirements
- PFAS Treatment Deliverables
- Ability to provide and implement health and safety procedures for procuring and transporting sample

Ineligible applicants and projects

Applicants or test projects not meeting the requirements above may be screened out as ineligible for PFAS containing liquid waste receipt.

Entities that are currently suspended or debarred by the State of Minnesota and/or the federal government are ineligible applicants.

3. Project costs

The recipient is responsible for all costs associated with the project including but not limited to: handling past the point of receipt, testing, disposal and reporting. The recipient shall comply with all applicable federal, state, tribal, and local laws, ordinances, and regulations, and shall obtain for and pay for all licenses and permits as required.

4. Application submission instructions

All applicants must submit the grant application form.

Applications must be received electronically by the MPCA no later than 4:00 p.m. Central Time on April 30, 2027. The email properties header will reflect the date and time submissions are received. Application submissions received after the deadline will be ineligible.

Email applications to grants.pca@state.mn.us with the subject line: "PFAS Liquid Waste Test Proposal" The MPCA is not responsible for any errors or delays caused by technology-related issues.

The MPCA may follow-up with applicants to confirm and/or request additional information necessary to evaluate eligibility.

This application does not obligate the State to award a grant, and the State reserves the right to amend, modify, or cancel this solicitation if it is considered to be in its best interest. The MPCA reserves the right to refuse distribution of the PFAS containing liquid waste for any reason.

5. Application questions

We are obligated to be transparent in all aspects of our grant work. To meet our obligation, all questions must be submitted in the same manner and answers are only provided on the [Landfill Liquid Waste Containing PFAS RFP website](#). It is the applicant's responsibility to check the [Landfill Liquid Waste Containing PFAS RFP website](#) for the most recent updates about an open RFP, including questions and answers and addendums.

Applicants who have any questions regarding this RFP must email questions to grants.pca@state.mn.us, subject line: "PFAS Liquid Waste RFP Question." Answers to questions will be posted frequently on the [Landfill Liquid Waste Containing PFAS RFP website](#).

6. Application review process

Applications received by the RFP deadline will be reviewed by MPCA staff based upon the Application Assessment score sheet in Exhibit A. Applicants must meet all requirements to be considered for distribution of the PFAS containing liquid waste. Applications will be reviewed on a rolling basis as they are received and awarded on a first-come, first-served basis.

All applicants will be notified of their award status by MPCA staff within approximately 30 days of application submission. Applicants selected for PFAS containing liquid waste distribution will be contacted concerning the next steps in the process, including execution of the grant agreement.

7. Recipient responsibilities

Recipients are required to be a registered vendor in SWIFT. To register, go to the Supplier Portal webpage of [SWIFT](#) and click on the *Register for an Account* link and then *Register as a Supplier*.

Grant contact agreement

Each grantee must formally enter into a grant contract agreement. The grant contract agreement will address the conditions of the award, including implementation for the project. Grantees should read the grant contract agreement, sign, and once signed, comply with all conditions of the grant contract agreement. No work on grant activities can begin until a fully executed grant contract agreement is in place and the State's Authorized Representative has notified the Grantee that work may start. The funded applicant will be legally responsible for assuring implementation of the work plan and compliance with all applicable state requirements including worker's compensation insurance, nondiscrimination, data privacy, budget compliance, and reporting.

A sample State of Minnesota grant agreement can be found on the [Office of Grants Management webpage](#), listed by organization type, for your reference. Much of the language reflected in the sample grant agreement is required by statute.

Prior to distribution of PFAS containing liquid waste, recipients will be required to submit a Certificate of Insurance as outlined below in Exhibit B.

Reporting requirements

Health and safety requirements

Interested parties are required to provide and implement health and safety procedures for procuring and transporting the samples. Procedures shall be provided via email to MPCA prior to mobilization to site.

Final Report. Upon 90-days after completion of the treatment technology testing, Grantee shall submit a Final Report of the treatment test to the MPCA. The Final Report shall describe the test procedure, treatment efficiencies for all PFAS parameters, other analyses necessary to demonstrate treatment effectiveness or efficiency (e.g., water quality parameters) and potential reaction byproduct formation.

The State strongly recommends that the treatment technology test include analysis for the 40 PFAS parameters provided below, total organic fluorine (TOF) or adsorbable organic fluorine (AOF) analysis, pre-test, intermediate test and post-test analytical results. The Final Report should include Quality Assurance (QA)/Quality Control (QC) procedures and any PFAS transformation or terminal products and their concentrations that were not destroyed in the treatment test. The Final Report shall include energy consumption requirements per test or at full-scale (e.g., \$/gal of treated leachate).

If the treatment test is terminated prior to the scheduled completion, the Final Report shall also discuss the conclusions that led to the termination of the test, results achieved on all tasks completed and recommendations on how future tests could incorporate or manage the issues leading to termination of the test.

If the MPCA determines that the information submitted in the Final Report is inadequate, the Grantee shall prepare and submit additional information reasonably requested by the MPCA.

Public data

Per [Minnesota Statutes § 13.599](#)

- Names and addresses of grant applicants and amount requested will be public data once proposal responses are opened.
- All remaining data in proposal responses (except trade secret data as defined and classified in [Minn. Stat. § 13.37](#)) will be public data after the evaluation process is completed. For the purposes of this grant, data will be considered public when all the grant contract agreements have been fully executed.
- All data created or maintained by MPCA as part of the evaluation process (except trade secret data as defined and classified in [§Minn. Stat. § 13.37](#)) will be public data after the evaluation process is completed. For the purposes of this grant, data will be considered public when all the grant contract agreements have been fully executed.

Conflict of interest

State grant policy requires that steps and procedures are in place to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per [Minn. Stat. § 16B.98, subd. 2-3](#) and [OGM Policy 08-01 Conflict of Interest in State Grant-Making Policy](#).

Organizational conflicts of interest occur when:

- a grantee or applicant is unable or potentially unable to render impartial assistance or advice to the department due to competing duties or loyalties
- a grantee's or applicant's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties

In cases where a conflict of interest is in question or disclosed, the applicants or grantees will be notified and actions may be pursued, including but not limited to, revising the grant work plan or grantee duties to mitigate the risk, requesting the grant applicant to submit an organizational conflict of interest mitigation plan, disqualification from eligibility for the grant award, amending the grant, or termination of the grant contract agreement.

Affirmative action and non-discrimination requirements for all grantees

- A. The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. [Minn. Stat. § 363A.02](#). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. [Minn. R. 5000.3500](#).
- C. The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Right of cancellation

The State reserves the right to cancel this solicitation if it is considered to be in its best interest. The State reserves the right to negotiate modifications to the application or to reject any and all applications received as a result of this Request for Proposals. The State does not intend to award a grant contract agreement solely on the basis of any response made to this request or pay for information solicited or obtained.

Exhibit A: Application assessment sheet

Applicants must meet the following to be considered for PFAS containing liquid waste:

Requirements	Meets / Does not meet
PFAS treatment technology and test procedure: Demonstrates appropriate PFAS treatment technology and test project procedures.	
PFAS waste disposal: Demonstrates appropriate, complete chain-of-custody procedures for all stages of PFAS containing liquid waste handling and possession from receipt through the point of disposal.	
Able to meet the insurance requirements.	
Able to meet the Final Report requirements upon completion of the testing project.	
Ability to provide and implement health and safety procedures for procuring and transporting sample.	

Exhibit B Insurance requirements

1. Notice to Grantee

- 1.1 The Grantee is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Agreement.
- 1.2 Grantee shall not commence work under the Agreement until they have obtained all the insurance described below and the State has approved such insurance. Grantee shall maintain such insurance in force and effect throughout the term of this Agreement.
- 1.3 The failure of the Grantee to provide a Certificate of Insurance, for the policies required under this Agreement or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Agreement shall not constitute a waiver by the State to the Grantee to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Agreement if the Grantee is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Grantee. 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.

2. Notice to Insurer

- 2.1 The Grantee's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificate holder should be addressed as follows:
MPCA
520 Lafayette Road N
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Grantee, or the Grantee's subcontractor:

- 3.1 Grantee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Grantee's performance under this Agreement.
- 3.2 If Grantee receives a cancellation notice from an insurance carrier affording coverage herein, Grantee agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Grantee'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.
- 3.3 Grantee is responsible for payment of Agreement related insurance premiums and deductibles.
- 3.4 If Grantee is self-insured, a Certificate of Self-Insurance must be attached.
- 3.5 Grantee's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Grantee's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Grantee's policy limits to satisfy the full policy limits required by the Agreement.

4. Coverages. Grantee is required to maintain and furnish satisfactory evidence of the following insurance policies:

- 4.1 Commercial General Liability Insurance. Grantee 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 Agreement whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – applying to 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
- Other; if applicable, please list _____
- State of Minnesota named as an Additional Insured, to the extent permitted by law

- 4.2 Commercial Automobile Liability Insurance. Grantee 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 the Agreement, and in case any work is subcontracted the Grantee 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.

Evidence of Subcontractor insurance shall be filed with the Grantee.

- 4.3 Workers' Compensation Insurance. Statutory Compensation Coverage. Except as provided below, Grantee must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Grantee will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, 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 Grantee from Workers' Compensation insurance or if the Grantee has no employees in the State, Grantee must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Grantee from the Minnesota Workers' Compensation requirements.

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

- 4.4 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the Grantee may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Grantee's professional services required under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Grantee and may not exceed \$50,000 without the written approval of the State. If the Grantee desires authority from the State to have a deductible in a higher amount, the Grantee shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Grantee to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and Grantee shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Grantee to fulfill this requirement.

- 4.5 Property of Others Insurance (or equivalent). The Grantee shall maintain a Property insurance policy covering "All Risk" of direct physical loss or damage, or equivalent, including the perils of theft, flood, transit, earthquake, and pollution clean-up expense for property owned by the state that is in the Grantee's care, custody, and control. Any deductible shall be the sole responsibility of the Grantee. Insurance minimum limits are as follows: The Grantee is solely responsible for the coverage equal to that of the actual cash value of state-owned property in the Grantee's care, custody, and control at any given point in time.
- 4.6 Pollution Liability Insurance: Grantee's Pollution Liability (or equivalent pollution liability coverage endorsed on another form of liability coverage, such as general liability or professional errors and omissions policy).
 - a. Minimum Limits of Liability:
 - i. \$2,000,000 – Per Claim
 - ii. \$2,000,000 – Annual Aggregate
 - b. Coverages:
 - i. Policy will include Non-Owned Disposal Site Pollution Liability.
 - ii. Policy will not contain a lead exclusion.
 - iii. Owner named as an Additional Insured.
 - iv. Waiver of subrogation in favor of the State of Minnesota