

State of Minnesota

Department of Labor and Industry



REQUEST FOR PROPOSAL

MNOSHA Industrial Hygiene Sample Analysis

SWIFT Event #12792

Date Posted: March 21, 2022

- Responses must be received not later than 4:30 P.M., Central Time, April 11, 2022
- Late responses will not be considered

Minnesota's Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to [the Office of Equity in Procurement home page, at www.mn.gov/admin/oep](http://www.mn.gov/admin/oep).

SPECIAL NOTICE: This is a request for proposal. It does not obligate the State of Minnesota to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.

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Solicitation Attachments

- Attachment A: Responder Declarations
- Attachment B: Exceptions to State's Terms and Conditions
- Attachment C: Cost Detail
- Attachment D: Responder Forms
 - Veterans Preference Form
 - Workforce Certification
- Attachment E: References Form

Sample Contract

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing
- Exhibit E:

SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for
Completing Your
Response

Follow the steps below to complete your response to this Solicitation:

- Step 1: Read the solicitation documents and ask questions, if any
- Step 2: Write your response
- Step 3: Submit your response

Incomplete
Submittals

A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected.

STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY

How to Ask
Questions

The contact person for questions is:

Ron Anderson CIH, Health Director
Department of Labor and Industry
ron.c.anderson@state.mn.us

Questions should be emailed to the contact by 04/01/22.

Other personnel are not authorized to answer questions regarding this Solicitation.

STEP 2 – WRITE YOUR RESPONSE

The Proposal Content section is in Section 4. Prepare a written response and supply all requested content. Responses should address the requested information and documents detailed in Section 4. **DO NOT INCLUDE** Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).

Review, sign, and include the Responder Declarations with your response.

STEP 3 –SUBMIT YOUR RESPONSE

Where to Send
Your Response

All responses to this solicitation (termed an “Event” within SWIFT) must be submitted through SWIFT using the Supplier portal (<https://mn.gov/supplier>). Training and documentation on how to submit your response is available through the Supplier portal link above. Fax, e-mail, and printed responses will not be accepted or considered. All costs incurred in responding to this solicitation will be borne by the responder.

Late responses will not be considered. Responses received after End Date above will not be considered, even if errors or delays were caused by issues outside of responders’ control. If you need assistance, please contact the SWIFT Vendor Assistance Helpline at 651-201-8100, Option 1, and then Option 1.

By submitting a response, your company is making a binding legal offer for the period of time set forth below in Section 6, Conditions of Offer.

SECTION 2 – SUMMARY OF SCOPE

1. Procurement Overview and Goals.

Project Overview

The Minnesota Department of Labor and Industry (DLI) is requesting proposals from vendors to perform analyses on industrial hygiene samples collected by the DLI, Occupational Safety and Health Division (MNOSHA) staff.

Goals

The vendor under this request for proposal will replace the current agreement DLI has with an outside vendor for laboratory services. The vendor will perform analysis on samples collected by MNOSHA staff from various worksites throughout the state of Minnesota. Since inspections that generate the collection of samples are driven by employee complaints or specific site operations, it is difficult to estimate the number and type of samples in advance. Samples may require the analysis to detect for the presence of asbestos, respirable crystalline silica, metals, solvents, isocyanates or other substances. The vendor awarded a contract under this request for proposal is not guaranteed that work will be assigned. The award may also be offered to multiple vendors.

Evaluation of the cost portion of this RFP will be conducted Based on MNOSHA prior sample analysis history. MNOSHA will utilize estimated sample numbers and common analyses to evaluate cost over a variety of analytes. Due to the large number of potential analyses and the variability of MNOSHA potential needs, the Vendor may choose to bid the cost portion of this RFP using discounted percentages related to the vendors existing sample analysis pricing guides.

Vendors will also include a statement regarding availability of necessary sampling media. The cost of sampling media available through the vendor should be included in the cost detail.

Sample Tasks and Deliverables.

MNOSHA will deliver the samples to be analyzed in person, by courier, or by mail.

Turnaround time must not exceed five working days. The results of the analyses will be forwarded to MNOSHA by electronic mail when all results from a sample set are complete and reviewed.

The vendor agrees to participate in the Proficiency in Analytical Testing (PAT) program of the American Industrial Hygiene Association. The vendor will demonstrate that quality analyses are produced by maintaining a proficiency rating of “proficient” in all the analytical categories (i.e., metals, solvents, asbestos, and silica). The vendor will also run blind and spiked samples for quality assurance purposes, meeting federal OSHA Salt Lake City Laboratory guidelines. Sample chain of custody and laboratory security of samples and data will be assured. Sample seals may be used as part of the chain of custody system.

The vendor agrees to participate in and maintain proficiency in the AIHA Bulk Asbestos Proficiency Analytical Testing Program (AIHA-BAPAT) or participate in and maintain accreditation in the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos analysis.

The vendor will provide MNOSHA with Sampling and Analytical Error (SAE) reports when requested for each analyses done, which are lab specific and batch specific.

The vendor will participate in Federal OSHA reviews as requested and make necessary adjustments when deficiencies are noted and maintain its approval by Federal OSHA evaluators.

The vendor will be available to support the analytical results if they are legally challenged. The vendor may be requested to testify at informal conferences or at formal hearings.

The vendor must retain the samples provided to them for a minimum of 60 days, or longer if requested by MNOSHA.

The vendor will retain records of the analytical data generated for five years. The original "Request for Analysis/Chain of Custody" forms submitted by MNOSHA will be retained for five years.

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

This request for proposal does not obligate DLI to award a contract or complete the project, and DLI reserves the right to cancel the solicitation if it is considered to be in its best interest.

The contract will begin on the date stated in the contract or upon full execution of the contract, whichever is later, and will be completed by June 30, 2024.

The term of this contract is anticipated to run from July 1, 2022, to June 30, 2024, with the option to extend an additional 3 years in annual increments.

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

SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

1. Anticipated Contract Term.

The term of this contract is anticipated to be from July 1, 2022, to June 30, 2024, with the option to extend up to an additional 3 years in increments determined by the State.

2. Question and Answer Instructions.

All questions should be submitted no later than the date and time listed in Section 1, Instructions to Responders. The State is not obligated to answer questions submitted after the question due date and time.

Only personnel listed above are authorized to discuss this solicitation with responders. Contact regarding this solicitation with any personnel not listed above could result in disqualification. This provision is not intended to prevent responders from seeking guidance from state procurement assistance programs regarding general procurement questions.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person detailed above in writing of such error and request modification or clarification of the document.

3. Additional Tasks or Activities.

Responders are encouraged to propose additional tasks, activities, or goods above and beyond the scope of what is requested in this solicitation if they will substantially improve the results of this procurement. Any costs associated with these additional tasks, activities, or goods should be clearly marked and separated from costs associated with the tasks, activities, or goods specifically requested under this solicitation. Because cost is a factor in the evaluation of responses to this solicitation, failure to separate costs for additional tasks, activities, or goods may result in those costs being included in a responder's cost proposal and result in a lower cost score for that proposal.

SECTION 4 – PROPOSAL CONTENT

Please submit the following information:

1. Work Plan. Responder should provide a description of the deliverables to be provided by the Responder along with a detailed work plan that identifies the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing. This document should NOT list cost detail. If cost detail is included in this document, the State may disqualify the proposal as non-responsive. Responder should provide a statement of the objectives, goals, and tasks to show or demonstrate the Responder's view and understanding of the nature of the contract.
2. Qualifications and Experience. Responder should provide an outline of background and experience with examples of similar work done by the Responder and a list of personnel who will conduct the project, detailing their training, and work experience. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses, or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the response that personal contact information is being provided.

Proposals must include documentation of compliance with the Industrial Hygiene Laboratory Accreditation Program (IHLAP) and participation in the AIHA-Proficiency in Analytical Testing (PAT) program of the American Industrial Hygiene Association (AIHA). Proposals must also include documentation of participation and proficiency of either the AIHA Bulk Asbestos Proficiency Analytical Testing Program (AIHA-BAT) or the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos analysis.

3. References. Responder should complete and submit "Attachment E: Reference Form" with their response. Responder should submit 2 completed reference forms with each reference's company name and contact information with their response. Once Responder's response is received, the Solicitation Administrator will send the same form to Responder's reference(s) for each reference to fill out and return to the Solicitation Administrator.

Responder must complete and submit "Attachment E: Reference Form" with their response. Responder should answer every question and provide all information requested on the reference form. Failure to meet this requirement may result in the rejection of the entire solicitation response as non-responsive.

The State reserves the right to verify the information submitted on Attachment E before an award is made. The State reserves the right to contact the references listed in Attachment E. The solicitation response will be rejected if the State, in its sole discretion, receives information that indicates the responder is non-responsible or non-responsive.

4. Cost Detail. Complete and submit Attachment C, "Cost Detail," attached to this solicitation.
5. Sample Transaction Documents. Prior to award, a potential successful Responder must submit samples of any transaction documents proposed for use under the resulting contract. The State will review the transaction documents to ensure they contain sufficient detail and to review additional terms and conditions contained therein, if any. The State reserves the right to request additional detail in the transaction documents or to reject additional terms and conditions within transaction documents. Once approved by the State, Contractor may not materially change transaction documents unless a change has been approved in writing by the Commissioner of Administration, as delegated to the Office of State Procurement. Any terms and conditions included in transaction documents but not approved by the State are voidable by the State. Any terms and conditions that are in conflict with Minnesota law or in conflict with the terms of the State Contract are void. Failure to void a non-approved term or condition included in a transaction document does not waive the State's right to void any non-approved term or condition.

6. License Agreements, Maintenance Agreements, or Other Terms and Conditions.

Responder must provide any license agreements, maintenance agreements, or any other terms and conditions relevant to the work under a resulting contract. Review and approval by the State will be required prior to contract execution. In the event Responder fails to comply with this provision, Responder agrees that it will not seek to enforce terms and conditions of any such agreement against the State. Further, failure to provide any of the pertinent documents upon request may result in the State not agreeing to sign any additional documents, rejecting your response, or cancelling the award.

Submit all requested documentation, including, but not limited to, the following documents:

1. Attachment A: Responder Declarations
2. Attachment B: Exceptions to State's Standard Terms and Conditions
3. Attachment C: Cost Proposal
4. Attachment D: Responder Forms
 - a. Veterans Preference Form
 - b. Workforce Certification
5. Attachment E: Reference Form

DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).

SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

The State will conduct an evaluation of responses to this Solicitation. The evaluations will be conducted in three phases:

- Phase 1 - Review responses for responsiveness and pass/fail requirements
- Phase 2 - Evaluate responses
- Phase 3 - Select finalist(s)

1. Phase 1 – Responsiveness and Pass/Fail Requirements

The purpose of this phase is to determine if each response complies with mandatory requirements. The State will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The State will evaluate these requirements on a pass/fail basis.

Mandatory Requirements. The following will be considered on a pass/fail basis:

- Responses must be received by the due date and time specified in this RFP.
- Responding laboratory must be in compliance with the Industrial Hygiene Lab Accreditation Program (IHLAP) and accredited by the American Industrial Hygiene Association. Laboratories shall participate in the Proficiency in Analytical Testing (PAT) program of the American Industrial Hygiene Association.
- Responding laboratory must be participating and maintaining proficiency in either the AIHA Bulk Asbestos Proficiency Analytical Testing Program (AIHA-BAT) or participate and maintain accreditation in the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos analysis.

2. Phase 2 - Evaluate Responses

Only those responses found to have met Phase 1 criteria will be considered in Phase 2.

The factors and weighting on which responses will be evaluated are:

- | | |
|--------------------------------------|--|
| 1. Work Plan for Deliverables | 200 points |
| 2. Qualifications and Experience | 200 points |
| 3. References | 100 points |
| 4. Cost Detail | <u>500 points</u>
1000 points |
| 5. Preference Points (if applicable) | 60 points (in addition to 1,000 available) |

Preference points are described under Solicitation Terms and will be applied to the total score after points have been awarded.

3. Phase 3 - Select Finalist(s)

Only those responses that have been evaluated under Phase 2 shall be eligible for Phase 3.

The State will make its selection based on best value, as determined by this evaluation process. The State reserves the right to pursue negotiations on any exception taken to the State's standard terms and conditions. In the event that negotiated terms cannot be reached, the State reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as the State deems appropriate. If the State anticipates multiple awards, the State reserves the right to negotiate with more than one Responder.

It is anticipated that the evaluation and selection will be completed by May 1, 2022.

SECTION 6 – SOLICITATION TERMS

1. **Competition in Responding**

The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Solicitation Administrator listed in the Solicitation before the due date and time. If changes are made the State will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

2. **Addenda to the Solicitation**

Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

3. **Data Security - Foreign Outsourcing of Work is Prohibited**

All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.

4. **Joint Ventures**

The State allows joint ventures among groups of responders when responding to the solicitation. However, one responder must submit a response on behalf of all the others in the group. The responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

5. **Withdrawing Response**

A responder may withdraw its response prior to the due date and time of the Solicitation. For solicitations in the SWIFT Supplier Portal, a responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a responder may withdraw its response by notifying the Solicitation Administrator in writing of the desire to withdraw.

After the due date and time of this Solicitation, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to Solicitation Administrator within a reasonable time and prior to the State's detrimental reliance on the response.

6. **Rights Reserved**

The State reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder[s];
- Terminate negotiations and select the next response providing the best value for the State;
- Consider documented past performance resulting from a State contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more Responders;
- The State reserves the right to request additional information ; and
- The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

7. Samples and Demonstrations

Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

8. Responses are Nonpublic during Evaluation Process

All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected responder. The State will notify all responders in writing of the evaluation results.

9. Trade Secret Information

9.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.

9.2 In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense.

9.3 The State does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37.

9.4 A responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.

10. Conditions of Offer

Unless otherwise approved in writing by the State, Responder's cost proposal and all terms offered in its response that pertain to the completion of professional and technical services and general services will remain firm for 180 days, until they are accepted or rejected by the State, or they are changed by further negotiations with the State prior to contract execution.

11. Award

Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation. The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

12. Requirements Prior to Contract Execution

Prior to contract execution, a responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

13. Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 6% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit [the Office of Equity in Procurement website at https://mn.gov/admin/business/vendor-info/oep/](https://mn.gov/admin/business/vendor-info/oep/) or call the Division's Helpline at 651.296.2600.