OWNER COMMUNITIES
Bridgton
Cape Elizabeth
Casco
Cumberland
Falmouth
Freeport
Gorham
Gray
Harrison
Hollis
Limington
Lyman
North Yarmouth
Portland
Pownal
Scarborough
South Portland
Waterboro
Windham
Yarmouth

ASSOCIATE MEMBERS
Baldwin
Hiram
Naples
Parsonsfield
Porter
Saco
Standish

CONTRACT MEMBERS
Andover
Augusta
Brownfield
Carmel
Chebeague Island
Cornish
Eliot
Etna
Glenburn
Greenland, NH
Jay
Kittery
Limerick
Livermore Falls
Manchester
Monmouth
Newburgh
Newington, NH
North Haven
Old Orchard Beach
Poland
Readfield
Sanford
Stetson
Stockton Springs
Swan’s Island
Waterville
Wayne

REQUEST FOR PROPOSALS
FOR
FOOD WASTE RECYCLING & RECOVERY SERVICES

ISSUED BY
ecomaine

May 20, 2016
1. INTRODUCTION

ecomaine is a non-capital stock, nonprofit corporation organized and existing under the laws of the State of Maine with offices at 64 Blueberry Road, Portland, Maine.

ecomaine provides comprehensive long-term solid waste solutions in a safe, environmentally responsible, economically sound manner, and is a leader in raising public awareness of sustainable waste management strategies.

ecomaine is interested in providing a food waste recycling & recovery solution for source separated food waste generated in its surrounding communities. While the collection of food waste will continue to be handled by the waste hauling community (including haulers of food waste), ecomaine plans to offer a transfer location at either the ecomaine waste-to-energy plant or the ecomaine landfill. This RFP is looking for proposals to pick up food waste at the ecomaine facilities and deliver it to a food waste processing site/location that will compost and/or digest the material. Included in this Request for Proposals (the “RFP”) are the services associated with the pick up the food waste at ecomaine, the delivery of the material to the processing site, and the handling of all materials (including contamination) thereafter. Two approaches are being considered under this RFP. One with food waste collected in plastic bags and one with food waste collection without using plastic bags.

ecomaine will consider proposals beyond the vision that this RFP provides for so long as they add value and improve program efficiencies and economics.

1.1 PURPOSE OF RFP

ecomaine is pursuing the development of business and technical relationships with Proposers who desire to provide ecomaine with recycling and recovery services related to food waste (hereinafter “Food Waste”) generated at facilities and residences not owned by ecomaine but which will utilize ecomaine’s facilities as a point of transfer. Proposer would be responsible for pickup of Food Waste at either the ecomaine waste-to-energy facility located at 64 Blueberry Road in Portland or the ecomaine landfill site located in South Portland, Scarborough and Westbrook (street address of 85 Scott Drive, Westbrook) and transport off-site, either itself or through a subcontractor. Proposer would be responsible for the processing of all Food Waste taken from ecomaine facilities and for the processing or disposal of any contamination, residue or by-products that are generated from the recovered Food Waste. As specified herein, ecomaine is seeking to enter into a contract with an initial term of three (3) years.
2. GENERAL REQUIREMENTS

The Proposer chosen by ecomaine to recover and process Food Waste under this RFP must be capable of efficiently accepting and processing the tonnages of Food Waste as generally specified herein. Facilities for which processing of Food Waste may be considered under this RFP include licensed and permitted facilities that are capable of accepting food waste for processing through aerobic or anaerobic processes including digestion, composting, or both.

ecomaine will load all the Food Waste into the Proposer's vehicles or containers left at the ecomaine facilities.

The total annual amount of Food Waste required to be recovered and recycled from ecomaine’s facilities is not known at this time, as these programs are still developing. It is expected that the Proposer’s Food Waste tonnage will be included in this agreement, with other sources coming on line. Estimated start up tonnage is expected to be 30 – 70 tons per week.

3. BUSINESS AND FINANCING ARRANGEMENTS

3.1 AGREEMENT

An Agreement between ecomaine and the Proposer chosen under this RFP shall be developed after the award. However, the Agreement shall contain, at a minimum, the following terms and conditions:

1. Term of three (3) years with the option to extend for three (3) additional one (1) year terms;

2. Proposer shall ensure that all applicable permits, licenses and authorization relating to the Proposer’s facility remain in full force and effect for the term of the Agreement;

3. Proposer shall demonstrate compliance with any permits issued for operation of the Proposer’s facility;

4. Proposer shall obtain all necessary insurance; and

5. Proposer shall meet the minimum financial security requirements established by ecomaine.
3.2 SECURITY

In order to provide term-of-agreement security to ecomaine for the performance by the Proposer, the Proposer must provide a Letter of Credit in an amount set by ecomaine. Such Letter of Credit shall be provided by a bank or financial institution having a credit rating for its long-term debt of at least “A,” or the equivalent thereof, from a nationally recognized credit rating agency. Such Letter of Credit will be drawn upon in accordance with the terms of the Agreement. The amount of such draw shall be equal to ecomaine’s damages with respect to any Event of Default including, but not limited to, the full value of the Letter of Credit.

3.3 FINANCIAL RESPONSIBILITIES

Each Proposer’s financial ability to meet its obligations under the Agreement shall be evaluated by ecomaine as it determines appropriate to the goals of this RFP.

In the event that a Proposer designates an Affiliate to be the contracting party with ecomaine, the Proposer or the Guarantor must guarantee such Affiliate’s performance of its obligations under any Agreement.

4. TECHNICAL REQUIREMENTS

As applicable to the business relationship being proposed, the following technical requirements shall be reflected in each Proposal.

4.1 WEIGHING FACILITIES

For the purposes of the Agreement, Food Waste will be loaded onto Proposer’s vehicles or containers and all trucks will be weighed on the ecomaine truck scales.

4.2 MINIMUM TECHNICAL REQUIREMENTS

Proposer’s facility must be in compliance with all local, State and Federal statutes, rules and regulations, including those applicable to, but not limited to, transportation network, facility water supplies, air quality, water quality, solid waste, and waste handling. The Proposer shall evidence compliance with those statutes, rules and regulations and that evidence will be evaluated as part of the selection process.

4.3 TECHNICAL CLARIFICATIONS

ecomaine staff may contact and/or meet with each Proposer to review the technical requirements of this RFP.

As a result of such discussions or meetings, the RFP may be supplemented, amended and modified. Clarifications to the provisions of this RFP may be issued during the schedule of this procurement.
5. SELECTION PROCESS AND SCHEDULE

This RFP represents the first step in the procurement process leading to the award of an Agreement to meet ecomaine’s goals and objectives.

ecomaine will evaluate the written responses to this RFP. A Proposal which is determined to be the most financially, technically, and administratively qualified to address those goals may become the basis for the negotiation of an Agreement.

5.1 SCHEDULE FOR THE PROCUREMENT

The following is the anticipated schedule for the selection process. In every case actions indicated in the schedule will be taken by ecomaine.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>May 20, 2016</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>June 13, 2016 11:30 a.m. EST</td>
</tr>
<tr>
<td>Staff Review of Proposals</td>
<td>June 13, 2016</td>
</tr>
<tr>
<td>Award of Contract</td>
<td>Following Review</td>
</tr>
</tbody>
</table>

5.2 SELECTION

Based upon the contents of the Proposers’ Proposals, ecomaine may select one or more Proposers for final negotiation of the Agreement(s).

Such Proposers will be selected based upon the selection criteria set forth in section 6 below.

Notwithstanding the above, ecomaine reserves the right, in its sole discretion, to withdraw the RFP or to determine not to make an award. ecomaine also reserves the right to terminate negotiations at any time.

5.3 REJECTION RIGHTS

ecomaine reserves the right to reject any or all Proposals, to call for additional proposals, to change the procurement process or the schedule at any time, or to terminate the procurement process for any reason. ecomaine shall not be responsible for payment of any costs or expenses associated with the preparation of any response to this RFP.
5.4 COST OF PROPOSAL PREPARATION

Each Proposal and all information required pursuant to this RFP shall be prepared at the sole cost and expense of the Proposer. There shall be no claims whatsoever against ecomaine staff of any of the aforementioned, or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by this RFP or procurement process.

5.5 WITHDRAWAL

A Proposer may withdraw a Proposal prior to the date and time set for the opening of the Proposals provided that a written request to withdraw the Proposal is hand delivered to ecomaine by, or on behalf of, an accredited representative of the Proposer, or the request is delivered by certified U.S. Mail. The request to withdraw the Proposal must be received by ecomaine prior to the commencement of the Proposal opening. A Proposer may submit a new Proposal, provided that it is received by ecomaine prior to the Bid Due Date set forth in section 8 below.

5.6 OWNERSHIP OF PROPOSALS

All Proposals are the property of ecomaine and will not be returned. At the conclusion of the procurement process, ecomaine may dispose of any and all copies of Proposals received in whatever manner it deems appropriate. In no event will ecomaine assume liability for any loss, damage or injury which may result from any disclosure or use of data which occurs prior to the disposal of Proposals.

6. SELECTION CRITERIA

ecomaine desires to receive Proposals only from solid waste, recycling, and organics processing firms that can, through their response to this RFP, demonstrate a high degree of technical, financial, and administrative capabilities.

To be considered for selection, the Proposer must meet the following minimum threshold technical, financial, and business requirements. If a Proposer meets all of such threshold minimum requirements, it may be qualified to proceed with the procurement process if ecomaine determines, in its sole judgment, that the response submitted by the Proposer best furthers the policy considerations set forth by ecomaine in this RFP. ecomaine is not obligated to consider any Proposer that does not meet the minimum technical, financial, and business requirements, nor is ecomaine obligated to select any or all Proposers which do meet such minimum requirements. ecomaine is not obligated to select or accept the lowest price Proposal. If only one Proposal is received, it may be selected, accepted or rejected at ecomaine’s sole discretion.
6.1 MINIMUM TECHNICAL REQUIREMENTS

1. Any Proposal must demonstrate the capability to efficiently and safely transport and process Food Waste as specified by the terms of the applicable Agreement(s).

2. Procedures for handling Hazardous Waste must be identified.

3. The Proposer must have experience in the processing of Food Waste including the permitting, construction and operation of processing facilities (including permit compliance).

4. Proposers must identify what levels of contamination (by percent of weight) they are able to accept and how they will remove and manage contamination.

6.2 MINIMUM BUSINESS REQUIREMENTS

1. The Proposer must be prepared to execute an Agreement containing the following minimum terms, as applicable:

   a. With respect to any business relationship, the Proposer shall provide ecomaine with the services for the term of the Agreement.

   b. ecomaine will pay a negotiated, determinable, all-inclusive fee to the Proposer for the pick-up, transport, and processing of the Food Waste.

   c. With respect to all business relationships, the Proposer will be responsible for complying with all relevant Federal, State, and local laws and regulations governing the ownership, construction, operations and maintenance, and financing (as applicable to the Proposal) of the Proposer’s facility.

   d. With respect to all business relationships, the Proposer must participate, to the extent required by this RFP, in completing the procurement process.

6.3 MINIMUM FINANCIAL REQUIREMENTS

The Proposer must have the financial capability (by itself or in conjunction with its Guarantor) to guarantee its performance under the Agreement.

6.4 ADDITIONAL EVALUATION FACTORS

After ascertaining whether the Proposer has met the minimum threshold requirements, ecomaine will evaluate all of the following factors in evaluating the
responses to this RFP and select those Proposers which can best serve ecomaine’s needs:

1. **Technical Approach** - Proposers will be evaluated on the extent to which their facilities, including all technical systems and sub-systems, address the goals of this procurement. Special attention will be given to details on how contamination will be handled, the levels of contamination that will be accepted, and consistency of the approach with the waste hierarchy.

2. **Experience** - Proposers will be evaluated on the basis of their demonstrated expertise in the design, permitting, construction, operation and maintenance of Food Waste recovery systems. Of particular importance is years of experience the Proposer has as it relates to this effort. Proposers will be evaluated on the basis of constructing and operating a Food Waste processing facility along with the final products that are created and/or sold in the market. This may include compost, energy, mulch, digestate, or any other product for beneficial use. Special emphasis will be placed on the firm’s track record in building and operating facilities able to process Food Waste.

3. **Environmental Impact** - ecomaine desires to select a Proposer whose facility poses minimal adverse environmental impact and is able to recover as much of the collected materials as possible. Included will be issues such as odor, noise, litter, vectors, etc. Each Proposal shall describe how the Proposer sets itself apart from other alternatives.

4. **Guarantees Offered** - Proposers will be evaluated on the nature and substance of the guarantees to be provided to ecomaine as contemplated by the Agreement.

6. **Financial Stability and Operational Strength** - Proposers will be evaluated on the basis of their financial strength as an indication of their ability to support their long term obligation under the Agreement and their share of the project financial and performance risk. In addition, the current tonnage being handled and the number of facilities will be key considerations in the selection process.

7. **Experience of Key Personnel** - Proposers will be evaluated on the basis of the demonstrated experience of the key project personnel to be assigned to ecomaine’s project in the development, implementation, and management of similar solid waste projects.

8. **Price and Value**

9. Any other factor considered appropriate by ecomaine in its sole discretion.
7. INFORMATION REQUESTED

Proposers must submit the following information in response to this RFP. Please respond in the same order as requested below.

7.1 GENERAL INFORMATION

1. Provide the name, address, email, and telephone number of the Proposer and the name of key contact person.

2. Describe the business organization (i.e., corporation, partnership, etc.), of Proposer, its ownership, and its organizational structure. Include the experience and skill set of the key individuals on the project team.

7.2 TECHNICAL INFORMATION

1. Provide a description of the facility design.

2. Describe any technical or financial limitations which affect the Proposer’s ability to process the Food Waste.

3. Describe and list the types of Food Waste that will be included in the program.

4. Describe what level of contamination will be accepted (percent by weight).

5. Describe how the Proposer will remove and manage any residue from the processing of Food Waste.

7.3 WASTE EXPERIENCE

1. Provide a description of each facility (including size, tonnage, types of materials handled and associated tons, and location), which may serve as an ultimate location for the processing of Food Waste and disposal of residue under this RFP.

2. Describe any and all relationships of the Proposer to each facility identified in section 7.3(1) above (e.g. Did it design or construct the facility? Own it? Operate it?).

7.4 FINANCIAL & LEGAL INFORMATION

The following financial and legal information required for evaluation purposes should be supplied by the Proposer and any joint venture partners.

1. A copy of the latest Annual Report and audited financial statement.
2. Statements answering the following questions:
   a. Has your organization ever failed to complete any work awarded? If so, where and why?
   b. Has your organization ever been a party to a civil, criminal or administrative proceeding or is your organization currently in litigation of any kind? If yes, provide details.
   c. Has your organization or any officer or partner of your organization or person listed in previous sections ever been convicted of any criminal conduct or been found in violation of any environmental law or regulation administered by Maine, other states, the United States or another country? If so, state name of firm or individual and the reason(s) thereof.
   d. Is your organization, or any officer or partner of your organization, a party to any ongoing court proceeding, administrative consent agreement negotiation, or similar ongoing administrative enforcement action not already disclosed in this section 7.4(2)? If yes, provide details.

7.5 EXPERIENCE OF KEY PERSONNEL

List the key in-house management and technical personnel who would be assigned to this project, and their roles, experience, and expertise in the development and implementation of Landfill and related facilities.

8. INSTRUCTIONS FOR PREPARING PROPOSALS

Bound and sealed Proposals must be submitted by 11:30 a.m., Eastern Daylight Time, on June 13, 2016. Three (3) copies of the Proposal shall be submitted to:

ecomaine
Attn: Food Waste Recycling & Recovery Proposal
64 Blueberry Road
Portland, Maine 04102

All original documents shall be properly executed by an individual authorized to legally bind the Proposer, all blank spaces shall be filled in, and any interlineations, alterations or erasures shall be fully explained and initialed by the Proposer. Failure to comply with any of these requirements may be cause for rejection of the Proposal.
8.1 DELIVERY OF PROPOSALS

All Proposals submitted will be dated and time-stamped by ecomaine upon receipt at the offices of ecomaine. No Proposal will be opened prior to the deadline for submission of Proposals has passed. At such time, all Proposals received will be publicly opened, in accordance with section 5.1 above, in the ecomaine offices and distributed for review.

The delivery of the Proposal to ecomaine prior to the Bid Due Date is solely and strictly the responsibility of the Proposer. ecomaine shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for delays caused by any other occurrence.

8.2 FORMS

All forms that require signatures of the Proposer shall be signed by the same individual(s) signing the cover letter.

Each Proposer must fill out all of the forms completely. Use “N/A” to specify any items set forth in the Proposal Forms which are not applicable to a Proposer. Failure to fully complete all Proposal Forms may result in a determination that the Proposal is non-responsive. To provide additional information, use separate sheets following the Proposal form format.

8.3 QUESTIONS AND ADDENDA

Each Proposer shall be responsible for carefully reviewing this request for proposals and any addenda issued by ecomaine and, as soon as possible, for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision that the Proposer fails to understand. Failure of any Proposer to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be provided by ecomaine. If a Proposer identifies any mistake, error, omission or ambiguity at any time during the procurement process in any of the documents supplied by ecomaine, the Proposer shall promptly notify ecomaine of the recommended correction in writing. All significant questions and the answers will be issued by ecomaine as written addenda and emailed to all Proposers that have indicated their interest in this RFP in writing to ecomaine. No alleged oral interpretation shall be held valid.

All questions and/or requests for clarification between the Proposer and ecomaine shall be directed by email, ecomaine, 64 Blueberry Road, Portland, Maine 04102, email: mungen@ecomaine.org. No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of ecomaine shall be binding on ecomaine, and Proposers relying on such oral information risk having their Proposal deemed non-responsive.
To ensure that emails are being correctly received, please confirm your email to Denise Mungen by calling (207) 773-1738. Questions must be received at least five (5) business days prior to the due date. Questions received after this time will not be addressed. Written addenda may be issued when changes, clarifications, or amendments to this document are deemed necessary by ecomaine.

ecomaine will not be responsible for any explanation or interpretation of the RFP, unless such explanation or interpretation of the RFP is in accordance with this written procedure.

8.4 PROPOSAL VALIDITY PERIOD

All Proposals for this contract shall be binding and valid for a period of at least 90 (ninety) days from the Bid Due Date. Proposer agrees to execute a contract based on the terms of the submitted Proposal in the event that a written or oral notification of award is received on or before expiration of the 90-day period.

A Proposer may modify its Proposal at any time prior to the Bid Due Date by submitting such modified Proposal to the address to which the original Proposal was submitted.
Proposers should submit a proposal consistent with the description in the RFP. Be sure to include the items listed below in all proposals.

Required Materials:

1. Description of the business entity, team, resumes and management structure.

2. Formal Proposal: Include a detailed description of what is being proposed, waste types included, the process, the facilities, end products, markets, and pricing.

3. Description of acceptable contamination levels acceptable and how contamination will be removed and managed.

4. Description of how the proposal is consistent with the State’s waste hierarchy.

5. Applicable state and local permits.


7. Proposer’s audited financial statements.

8. Description of any exceptions or value added additions.

In submitting this Proposal, the Proposer warrants and represents that:

- The Proposer has reviewed and understands the requirements of the RFP and, if selected, will carry out all of the provisions of the Proposal.

- All information submitted in support of the Proposal is accurate/factual.
Additional Questions:

Has your organization ever failed to complete any work awarded? If so, where and why? Is your organization in litigation? If yes, provide details

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Has your organization or any officer or partner of your organization or person listed in previous sections ever been convicted of any criminal conduct or been found in violation of any environmental law or regulation administered by Maine, other states, the United States or another country? If so, state name of firm or individual and the reason(s) thereof.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Is your firm, or any officer or partner of your organization, a party to any ongoing court proceeding, administrative consent agreement negotiation, or similar ongoing administrative enforcement action not already disclosed in this section 7.4(2)? If yes, provide details.

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PRICING PROPOSAL

$_________/Ton for transportation and processing of Food Waste from ecomaine. Material will not be contained in plastic bags and contamination levels will be up to 5% by weight.

$_________/Ton for transportation and processing of Food Waste contained in plastic bags with contamination levels up to 20% by weight (including the plastic bag material containing the food waste).

[Signature of Proposor]

______________________________
Print Name:

______________________________
Company:

______________________________
Title:

______________________________
Date: