

**MAINE STATE PLANNING OFFICE
WASTE MANAGEMENT & RECYCLING PROGRAM**

REQUEST FOR PROPOSALS ("RFP"): CONTRACT FOR LANDFILL OPERATIONS

I. RFP Summary

1. Date Issued: June 13, 2003
2. Name and Location of Project: RFP "State Planning Office WM&R # 1, Contract for Landfill Operations." Old Town, Maine 04468.
3. Department: Maine State Planning Office, Waste Management & Recycling Program
4. Contact Person: George MacDonald, State Planning Office, Waste Management & Recycling Program. Tel: (207) 287-8934. Address: 38 State House Station, Augusta, ME 04333-0038. E-mail: george.macdonald@maine.gov
5. Pre-bid Conference: A pre-bid conference will be held on June 23, 2003 at 10:00 a.m. at the GP West Old Town landfill facility. At the pre-bid conference respondents will be provided an opportunity to question the State and Georgia-Pacific Corporation ("GP") representatives and to tour the landfill site. A written summary of questions covered at the pre-bid conference will be distributed to all potential bidders who have received a copy of the RFP from the contact person. The State will not be bound by oral answers provided at the conference.
6. Proposals/Deadline/Non-Refundable Bid Processing Fee: Respondents must send three (3) sealed copies of their proposal, each clearly marked "Proposal: State Planning Office WM&R # 1, Contract for Landfill Operation," to the Division of Purchases, Burton M. Cross Building, 4th Floor, 111 Sewall Street, 9 State House Station, Augusta, ME 04333-0009, no later than 2:00 p.m., Eastern Daylight Time (EDT) on July 9, 2003. Proposals must include a \$10,000 non-refundable bid processing fee, payable by certified check or money order to "State of Maine, State Planning Office." Please note that only proposals actually received by the Division of Purchases prior to the stated time will be considered. Bidders submitting proposals by mail are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. local time deadline, or without the non-refundable bid-processing fee, will be rejected, without exception. Faxed and/or electronically submitted proposals will not be accepted.
7. Bid Opening: Bids will be opened at 2:00 p.m. local time on July 9, 2003, at the Division of Purchases, Burton Cross Building, 4th Floor, 111 Sewall Street, Augusta, Maine 04333.
8. Award: The State Planning Office plans to announce the successful bidder of this landfill operator proposal, if any, on or before August 15, 2003.
9. Questions: Any questions regarding the RFP must be submitted in writing to the contact person listed below on or before June 25, 2003:

George MacDonald
State Planning Office
Waste Management & Recycling Program
38 State House Station
Augusta, ME 04333-0038
george.macdonald@maine.gov

All persons requesting a copy of this RFP will be mailed a complete packet of all submitted questions and responses on or before July 1, 2003.

Disclosure of data: According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses

any aspect of the request for proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and includes information in those proposals which a bidder may consider to be proprietary in nature. Therefore, the State makes no representation that it can or will maintain the confidentiality of such information.

The State reserves the right to reject any or all proposals submitted under this Request for Proposals. In addition, the State reserves the right to enter into negotiations with successful bidder(s) to modify the final project to reflect any changes found to be appropriate. All bidders are responsible for their own costs associated with this solicitation.

II. Background

Resolution (H.P. 1205 – L.D. 1626), as passed by the first session of the 121st Maine Legislature, authorizes the State Planning Office (SPO)

“may acquire, own and cause to be operated an existing, Department of Environmental Protection-licensed and generator-owned solid waste disposal facility in the City of Old Town known as the ‘West Old Town Landfill, referred to in this resolve as “the disposal facility,” under such terms and conditions as are revenue-neutral to the State and as the office determines are advisable and in the public interest. The acquisition may be subject to a possibility of reverter to the seller.” See Exhibit A.

The State intends to purchase this landfill from Fort James Operating Company, a wholly owned subsidiary of GP, on or before December 1, 2003. See topographic map of area, Exhibit B. The Fort James Operating Company has title to approximately 780 acres of land, of which 68 acres have been permitted for landfilling. Another 29 acres of land is set aside for roads and the infrastructure that support the landfill’s operation. Of those 68 acres, approximately one-third has been licensed to accept the wastes currently being landfilled, principally paper mill sludge and wood ash, for a period of at least 30 years. In addition to obtaining title to this property, the State of Maine will apply to the Maine Department of Environmental Protection to transfer the related landfill’s permit and licenses to itself. Any contract the State may enter into pursuant to this RFP will be subject to the State’s acquiring all rights and interests in the property necessary to carry out the contract.

Since commencing receiving waste in late 1996, the present landfill operation has accepted approximately 330,000 cubic yards of mill and related wastes, yielding a filling of approximately one-ninth of the current permitted landfill capacity. The landfill permit presently is for disposal capacity of 3 million cubic yards. All information provided herein concerning the landfill has been provided by GP. The State has not independently verified this information.

The State intends to finance the purchase of the landfill with a revenue bond supported by the revenue potential of the landfill. The State will capture the value of this facility through an operator’s fee as described in Sections IV and V, below. The State only may proceed with the purchase of this landfill if the transaction is “revenue-neutral” to the State. Therefore, this competitive solicitation is intended to generate a contract for services, together with assumed obligations and liabilities, that will generate a monthly “facility operator’s fee” of sufficient value to support the purchase price and all other costs in connection with the landfill and any improvements.

This landfill must be used to fulfill the solid waste disposal needs of Maine-generated wastes only. The facility must be operated in such a fashion as to respect the solid waste management hierarchy.

The State provides the following information to aid bidders in the preparation of their proposals:

1. Preliminary environmental site assessment. Exhibit C.
2. Financial model of possible bond interest rates. Exhibit D.

All information regarding the landfill provided in this RFP is only for the bidders’ information. Neither the State nor GP represents or warrants the accuracy or completeness of the information provided.

III. Scope of Services

The Scope of Services under this contract will include those listed below. The landfill will be operated on a basis consistent with the State's waste management hierarchy, which establishes the following priority for the management of wastes: Reduce, Reuse, Recycle, Compost, Incinerate, Landfill. Proposals shall include how the operator intends to implement this hierarchy in regard to the wastes that will be accepted at the landfill, other than those waste streams and volumes currently being disposed of at the landfill. The successful bidder will be expected to enter into agreements for the fulfillment of the services and related actions as presented below, as may be modified upon mutual agreement, within the proposal.

Contract Period: No fewer than 15 and no more than 30 years, but bidders may propose a term of years falling between 15 and 30 years in length. The successful bidder will be expected to enter into a standard State of Maine Agreement to Purchase Services (BP54), a blank copy of which is attached to this RFP for informational purposes as Exhibit E. Submission of a proposal in response to this RFP will be understood as the Bidder's acceptance of the standard contract's terms and conditions.

1. Contract Period: No fewer than 15 and no more than 30 years, but bidders may propose a term of years falling between 15 and 30 years in length.
2. Services to GP: The operator will enter into agreements with GP to provide the following services:
 - a. Solid Waste Disposal:
 - i. The operator will provide disposal capacity to GP and to any successor operator of GP's current Old Town paper mill for (a) all mill waste currently licensed for disposal at the landfill from the GP paper mill in Old Town, and (b) non-hazardous ash from the proposed GP biomass facility for the duration of the contract.
 - ii. GP's tipping fees for its mill waste and biomass facility ash will be fixed for the term of the contract as follows: (a) tipping fee for the first 50,000 tons per year of mill wastes and ash will be a maximum of \$10 per ton for the first 5 years, and thereafter, for the duration of the contract, adjusted with an annual CPIU (U.S.-national) escalator. The tipping fee for mill wastes and ash beyond 50,000 but less than 75,000 tons shall be a maximum of \$40.00 per ton for the first 5 years, and thereafter, for the duration of the contract, adjusted with an annual CPIU (U.S.-national) escalator. Tipping fees for mill wastes and biomass ash over the 75,000 ton maximum will be assessed a tip fee at the then prevailing market rate. The annual escalator for mill waste shall carry a floor of 1% and will be capped at 5% per year.
 - iii. Assumption of the contract between GP and Lincoln Pulp and Paper ("Lincoln") under which GP agreed to accept the biomass ash from Lincoln (or its successor at its Lincoln mill) for up to 6000 tons per year at no cost until such time as the current built capacity of the Landfill is filled. Thereafter, the operator will provide disposal for that quantity of biomass ash from Lincoln on the same terms as biomass ash is disposed of from the Georgia-Pacific mill.
 - iv. The operator will provide GP with a credit for unused disposal capacity if mill waste and biomass ash disposed is less than 50,000 tons per year. This credit will be extended by allowing GP, at its option, to (a) during any year

when GP disposes of more than 50,000 tons of mill waste or biomass ash, utilize the unused capacity accumulated during the preceding three years or (b) GP may receive monetary compensation from the contractor for such unused disposal capacity at a rate equal to the rate paid by GP that year under the agreement for all tonnage not used in the previous three year period. GP will agree to an appropriate adjustment to the 50,000 ton figure for periods when shutdown of equipment reduces the generation of waste.

b. C&D Fuel Supply:

- i. The operator will provide GP with an option to purchase processed construction and demolition ("C&D") debris fuel for GP's proposed biomass facility beyond what is required after burning all available bark from GP's pulping operations (which shall be a minimum of 100,000 tons per year), in the amount of up to 75,000 tons in the first year of operation of the biomass facility, up to 90,000 tons in the second year, and up to 100,000 tons in the third year and thereafter for the term of the contract at a price to be paid by GP of \$4 per ton for the first 5 years, and thereafter, for the duration of the contract, adjusted with an annual CPIU (U.S.-national) escalator, provided the annual escalator shall carry a floor of 1% and shall be capped at 5% per year.
- ii. The C&D fuel shall provide at least 5,000 BTUs per pound (HHV), shall meet such specifications as the Department of Environmental Protection may require for legitimate fuel substitution, and shall not exceed 50% of the biomass facility fuel mix by weight on an annual average basis.
- iii. Such C&D waste shall be processed C&D waste (i.e., be in a form ready to burn in the boiler) and shall be restricted to the type of waste that the biomass facility is licensed to burn, but in no event shall the contractor provide to GP pentachlorophenol, arsenic, or creosote-treated wood waste subject to such trace amounts of such material as are consistent with the State's current or future definition of "clean" C&D waste fuel.
- iv. To the extent such respective Department of Environmental Protection authorizations are not received, the operator will provide up to 75,000 tons of green wood chip fuel at \$9 per ton (adjusted with an annual CPIU (U.S.-national) escalator, provided the annual escalator shall carry a floor of 1% and shall be capped at 5% per year) until such authorizations are received. The operator will use its best efforts to obtain such authorizations.
- v. During the first year of operation of the biomass plant the operator will provide GP with up to 25,000 tons green wood chip fuel, if any, required by the Biomass Plant to operate in normal mode to produce approximately 15 megawatts (15 MW) of electricity after utilization of GP's available bark fuel and the C&D debris fuel at a cost of \$9 per ton (adjusted with an annual CPIU (U.S.-national) escalator, provided the annual escalator shall carry a floor of 1% and shall be capped at 5% per year). That obligation will be reduced to 18,000 tons during the second year of operation of the biomass plant, and 9,000 tons in the third and each successive year thereafter until the end of the contract term. GP must use any green wood chip fuel so provided in the Biomass Plant. If the above combination of C&D and green wood fuels, coupled with GP's own wood waste, do not totally satisfy the Biomass boiler's

requirements in producing 15 MW of power, then the operator shall agree to work diligently with GP to acquire other feasible sources of fuel.

3. Commercial Landfill Operation and Expansion

- a. Landfill Operation Services (December 1, 2003 to Expansion #1 (as defined below): Operate the landfill consistent with all applicable federal and state laws and regulations. Accept mill and other licensed waste from GP as contemplated hereunder, and, biomass ash from Lincoln Pulp and Paper as currently permitted, and up to 180 cubic yards of wood ash from the Old Town transfer station, all as subject to licensing. The successful bidder shall operate the landfill gate and scale house in such a fashion as to provide no price or entry discrimination in favor of its own affiliated haulers.
- b. Permit and Develop Expansion #1: The operator, with the cooperation of the State will submit an application to the Maine Department of Environmental Protection to amend the current license to include appropriate landfill design for future landfill construction and utilization, and to develop additional vertical disposal capacity sufficient to provide for disposal of at least 50,000 tons per year of Georgia-Pacific's mill wastes and ash for a 30 year period, together with all other waste accepted or to be accepted at the Landfill. The operator will provide the capital funds necessary to construct additional cells of the currently licensed capacity as required to provide capacity to GP, including engineering system modifications as may be required to manage municipal solid waste and special wastes not currently authorized for disposal at the landfill.
- c. Expansion Licensing and Development Costs: All expansion licensing and development costs shall be borne by the operator. The parties recognize that the State of Maine employs an independent permitting authority before which the State must appear as any other person. Therefore, the parties acknowledge that the commitment of the State to seek a permit is not a guaranty of issuance.
- d. Landfill Operation Services (Expansion #1 through any future Expansion (as defined below) for the duration of the proposed contract: Operate the expanded landfill consistent with all applicable federal and state laws and regulations. Accept mill and other licensed waste from GP, biomass ash from Lincoln Pulp and Paper, up to 180 cubic yards of wood ash from the Old Town transfer station, and a broad array of DEP-approved waste and biomass ash from the biomass plant to be developed by GP in Old Town.
- e. Permit and Develop Future Expansion: Prepare and submit necessary application(s) for, as appropriate, permit(s) and license(s) to accept a broad array of approved waste for disposal within the available land.
- f. Landfill Operation Services (Future Expansion to End of Contract and/or Landfill Closure date): Operate the expanded landfill consistent with all applicable federal and state laws and regulations. Accept mill waste from GP, biomass ash from Lincoln Pulp and Paper, up to 180 cubic yards of wood ash from the Old Town transfer station, and an array of approved waste and biomass ash from the biomass plant to be developed by GP in Old Town, in addition to the other wastes that may be licensed for disposal and were approved as part of the expansion process.

4. Acceptable Solid Wastes: Any waste accepted at the landfill must be approved by the DEP. No out-of-state generated waste may be disposed of at the landfill. Construction/demolition debris must be free of putrescible wastes. Waste currently under contract to be delivered to another disposal facility or processing facility may not be delivered to, or disposed of at, the landfill, without the written permission of that solid waste's generator/responsible party.
5. Landfill Closure: Safely close landfill, in accordance with all applicable federal and state laws and regulations. The operator will provide such financial assurance as may be required for future closure and post-closure monitoring and maintenance requirements under applicable federal and state laws and regulations. In addition, the operator will substitute its surety bonds or other required collateral or security as required by State law and licensing for the landfill, for closure and post-closure monitoring and maintenance costs for the landfill, and release any existing trust funds to GP.
6. Environmental Risk Assumption:
 - a. Include the landfill under its environmental impairment insurance policy, which policy shall be maintained by the operator for the duration of the contract. The level of coverage must be a minimum of \$1,000,000 per occurrence, with umbrella coverage of at least \$10,000,000. The State shall be a named insured.
 - b. Indemnify, defend, and hold harmless the State of Maine and GP for all liability, loss, costs and expenses that arise from the design, construction, and operation of the landfill or any other activities associated therewith, including without limiting the generality of the foregoing any and all groundwater or surface water contamination caused by the landfill: including, without limiting the generality of the foregoing, any and all groundwater or surface water contamination and all costs for the abatement, cleanup or mitigation or the threats or hazards posed or potentially posed by conditions at the site. Such costs for abatement, cleanup or mitigation include, without limitation, the acquisition of property and damages for injury to, or destruction of or loss of natural resources.
7. Leachate Treatment: GP currently trucks landfill leachate to the GP mill's wastewater treatment plant in Old Town.
 - a. GP has a leachate trucking agreement. GP will terminate that agreement effective as of closing of the transaction between the State of Maine and GP in which the State of Maine acquires ownership of the landfill (currently planned for December 1, 2003), unless the operator assumes the agreement and holds GP harmless.
 - b. GP agrees to enter into a long-term leachate disposal agreement for the State's or the landfill operator's use of the wastewater treatment plant at the GP mill on a back-up basis should the State be unable to utilize the City of Old Town Wastewater Treatment Plant.
 - c. The operator will make any necessary arrangements for leachate trucking and disposal, or may assume the existing GP agreement for the leachate trucking and disposal services.
8. Community Relations: In cooperation with the State Planning Office, the operator shall establish a host community agreement with the City of Old Town satisfying the requirements of the Resolve authorizing the State of Maine's acquisition of the Old Town Landfill, all other applicable laws, and the promulgation of the operation contract. At a minimum, this would include the: current real estate taxes of \$80,000 a year; any impact fees due the City as a result of the operations of the landfill; and, a 'per ton' fee for non-Old Town generated wastes delivered to and disposed of at the landfill.

9. The rights and duties of the parties to any contract entered into pursuant to the RFP shall be subject to all applicable laws and legal requirements. Any obligations of the State under such contract that require the expenditure of funds are subject to legislative appropriations as provided by law.

IV. Proposal Content

All proposals submitted must include all of the following information:

1. Name and contact information: Full name of corporation or entity completing this proposal. Include name and address of company president and/or CEO or person with authority to submit the proposal. Also include addresses and contact information related to the persons completing this proposal and resumes for all professionals in the organization who will be assigned task responsibility for fulfilling this contract.
2. Experience Qualifications:
 - a. Demonstration of the bidder's familiarity with, and understanding of, federal environmental laws and regulations, Maine environmental laws, and the Maine Department of Environmental Protection regulations that apply to the permitting, operation, and closure of solid waste landfills.
 - b. Demonstrate knowledge and experience in the proper operation of a landfill, including, at a minimum, the proper management of wastes received, site operations, appropriate equipment operation, leachate management, environmental quality monitoring systems, and, financial operations.
 - c. Demonstrate ability to secure solid waste tonnages necessary to provide sound fiscal operation of the landfill, including the repayment of the bonds sold for the acquisition of the property, and any and all improvements, expansions, and operation of the landfill, including closure/post closure of the landfill.
 - d. Demonstrate record of environmental compliance, including without limitation a civil and criminal disclosure statement prepared in accordance with the requirements of Title 38 M.R.S.A. § 1310-N (7) and DEP's Solid Waste Management Rules.
3. Financial Qualifications:
 - a. Demonstrate bidder's credit ratings, if any, from Moody's Investor Services and Standard & Poor's, along with three years' audited financial statements. Applicants must meet the minimum financial rating of bbb. In the event the bidder does not maintain such minimum rating, or is not a company rated by Moodys or Standard & Poors, then the operator shall demonstrate that it has the financial resources to provide security for the performance required under the operating agreement in the form of a performance bond of not less than \$50 million.
 - b. Demonstrate financial ability to indemnify, defend, and hold harmless Georgia-Pacific and the State of Maine as owner of the landfill for all liability, loss, costs and expenses that arise from the design, construction, operation of the landfill, or any other activities associated therewith, including, without limiting the generality of the foregoing, any and all groundwater or surface water contamination caused by the landfill after the closing. Proof of the operator's environmental insurance policy also will be required to satisfy this requirement.

4. Implementation: Licensing and Development Plan

Description of the method by which the bidder will comply with the Commercial Landfill Operation and Expansion requirements, as outlined in this RFP. The description shall include without limitation specific details by which the operator would address the fulfilling of the three stated phases of landfill development and operation. Length of options include, at a minimum, a projected 15 year plan and a 30 year plan. The anticipated categories and sources of solid wastes that would be accepted at the landfill, as well as annual tonnages of each, are required elements.

5. Financial Bid:

- a. Tipping fee: Provide a tipping fee that will be imposed for each of the following classes of waste with any increases over the proposed length of contract term. The tipping fee for waste streams related to the contract with Georgia-Pacific that are to be stated below are for informational purposes only. Wastes to be restricted to wastes generated within the State of Maine and that are approved by the Maine DEP for disposal at the site.
 - i. Mill wastes and ash from biomass boiler operations from the Georgia-Pacific mill in Old Town, and similar wastes, as provided by this RFP.
 - ii. Certain special wastes, including bottom ash/fly ash from municipal solid waste incinerators, sandblast grit and other special wastes
 - iii. Oversized, bulky wastes from municipal solid waste incinerators, that are unacceptable at a municipal solid waste incinerator
 - iv. Front end process residue from municipal solid waste incinerators
 - v. Municipal solid waste from municipal solid waste incinerators designated as 'by-pass' by the incinerator, on an in-frequent basis.
 - vi. Construction/Demolition Debris, free of putrescible wastes
- b. The State reserves the right to direct solid waste to the facility, as may be required by changes in State law or in DEP rules and regulations. The tipping fee established by the facility operator for the waste stream most closely matching these directed wastes shall apply. Prior to the redirection of these wastes, the State shall notify the operator as to the reason for the redirection and an estimate of the expected volume/tonnage of wastes.
- c. The value of the landfill, as expressed in the willingness of the bidder to assume responsibility for repayment of the bonds that will be issued to complete the purchase of the landfill by the State and necessary site improvements, shall be presented by the bidder. Also included shall be the monthly facility operator's fee, an amount sufficient and necessary to cover the monthly bond repayments, described in detail. This shall be sufficient to fulfill the financial obligations required by the revenue bond that will be issued, based on bidder's response, to obtain the funds necessary to pay for the acquisition of the landfill by the State and cover any required and necessary site improvements. The monthly operator's fee shall begin

as of December 1, 2003 and continue for the life of the proposed agreement, and will reflect full payment of the bond issued. Payment will be made by the selected facility operator to the financial entity named by the State. The monthly operator's fee need not be a flat fee; it may vary to reflect expanded capacity and/or change in waste volumes received.

V. Evaluation Criteria

Minimum Experiential Qualifications:

- All respondents must demonstrate familiarity with, and understanding of, federal environmental laws and regulations, Maine environmental laws, and the Maine Department of Environmental Protection regulations that apply to the permitting, operation, and closure of solid waste landfills.
- All respondents must demonstrate knowledge of the proper operation of a landfill, including, at a minimum, proper management of wastes received, site operations, appropriate equipment operation, leachate management, environmental quality monitoring systems, and financial operations.
- All respondents must demonstrate the ability to secure solid waste tonnages necessary to provide sound fiscal operation of the landfill, including repayment of the bonds sold for the acquisition of the property, and any and all improvements, expansions and operation of the landfill, including closure/post closure.
- All respondents must meet the minimum financial rating of bbb, as established by Standard & Poor's. If that is not possible, proof of the respondent's ability to obtain a performance bond for the anticipated contract shall be required prior to contract award. Should a performance bond be required, the operator shall obtain such bond prior to execution of the contract.
- The respondent must demonstrate the ability to indemnify, defend, and hold harmless Georgia-Pacific and the State of Maine as owner of the landfill for all liability, loss, costs and expenses that arise from current or future design, construction, operation of the landfill, or any other activities associated therewith, including, without limiting the generality of the foregoing, any and all groundwater or surface water contamination caused by the landfill. The bidder may also provide indemnification for past actions relating to the landfill.
- The respondent must disclose any plan and/or arrangement for the subcontracting of any or all of the intended services outlined.

Proposal Content and Assumptions

Proposals will be evaluated in accordance with the criteria set forth below:

1. Competencies. All respondents must respond to these competency requirements. This will be given a weight of **15** points out of a possible 100.
 - A. All respondents must both agree to and demonstrate the ability to secure the construction/demolition debris and green wood chips that will be part of the fuel stream for the intended Georgia-Pacific biomass operation.
 - B. All respondents must both agree to and demonstrate the ability to secure solid waste tonnages necessary to provide sound fiscal operation of the landfill, including repayment of the bonds sold for the acquisition of the property, and any and all improvements, expansions and operation of the landfill, including closure/post closure.
 - C. All respondents must both agree to and demonstrate that they currently carry, or are able to obtain, a level of insurance adequate to provide operational and liability coverage for the actual day-to-day operations of the landfill.
 - D. All respondents must both agree to and demonstrate that they are able to provide the appropriate type, style and number of landfill operation pieces of equipment adequate to properly receive, handle and landfill the types and volumes of waste streams anticipated; and to provide 'backup' equipment sufficient to handle equipment maintenance needs and/or breakdowns.
 - E. All respondents must demonstrate their willingness and ability to assume the environmental liability of the landfill, as described on section 6 b, above.
2. In evaluating the proposals received, the factors of experience, skill and expertise, together with the ability of the responding firm to bring those qualities to bear upon the tasks required by the State Planning Office, will be given a weight of **10** points out of a possible 100.
3. Recognition of the State's desire to have the facility operated following the solid waste management hierarchy. Present how the facility will be operated so as to reduce the volume of waste requiring disposal, as in the establishment of various type(s) of recovery operations, or how recycling efforts may be promoted within contributing generators, or how toxicity of the waste received may be reduced through various types of education and/or collection systems, or other means or methods considered. This will be given a weight of **15** points out of a possible 100.
4. Tipping fee rates, as determined for the various waste types anticipated to be received and landfilled at the landfill. This fee will reflect the actual cost of operations at the landfill site and will include all Host Community Benefit package costs, as described before. This will be given a weight of **10** points out of a possible 100.
5. The willingness of the bidder to assume responsibility for repayment of the bonds that will be issued to complete the purchase of the landfill by the State; the total bond value so committed to through this request for proposals cannot not be less than twelve million dollars (\$12,000,000). The bidder must also indicate the monthly bond repayment fee, expressed as the facility

operator's fee, that would be used to secure the bonding necessitated by the bidder's proposal and utilized by the State for its acquisition of the landfill site and the completion of improvements necessary to the site (such as truck scales, access road improvements, etc.). The facility operator's fee will fully and commit the bidder to assume full responsibility for total repayment of the bond issued as a result of an award of the contract. Repayment of the bond by the successful bidder would begin upon the acquisition of the landfill site by the State - - this anticipated date is December 1, 2003. This will be given a weight of **40** points out of a possible 100.

6. The willingness of the bidder to accept and assume environmental responsibility for past actions at the landfill and provide indemnification to both GP and the State. This will be given a weight of **10** points out of a possible 100.

In evaluating the proposals, the proposal reviewers reserves the right to take any or all of the following steps, either with respect to all proposals received or to all within a group of two or more proposals selected as superior to all others (on the basis of the written submissions):

1. Consultation with prior clients on the performance of firms or particular persons proposed for this project.
2. Interviews with representatives of the persons or firms submitting proposals.
3. Critical evaluation of past performance, including analyses, reports, prepared testimony, or other written material that would reflect the firm's or the persons' performance.

Prices: The proposal must contain a bid for providing all of the consulting services related to securing appropriate solid wastes, applications to the DEP for modifications to landfill operations, annual landfill license and report fees, and similar expenses, as described above, based upon a fixed or total dollar amount. Specific task costs should be specified as subtotals.

Bids should reflect an understanding that, whatever contractual arrangement is established between the State and an operator, the operator will be required to complete all tasks specified in that contract, without charges above the total agreement price except in instances where the State requires the provider to perform tasks not described in the original contract, in which case a written amendment to the original contract, requiring the signature of agents of both parties, will be executed. **Note: Bids must include expenses.**

GP will terminate its existing operations agreement effective as of closing of the transaction between the State of Maine and GP in which the State of Maine acquires ownership of the landfill (anticipated date of December 1, 2003), unless the State or its designee desires to assume the agreement and hold GP harmless.