



COUNTY OF MAUI

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

**REQUEST FOR PROPOSALS
INTEGRATED WASTE CONVERSION AND ENERGY PROJECT**

NOVEMBER 9, 2012

RFP No. 12-13/P32

REQUEST FOR PROPOSALS
RFP No 12-13/P32

**INTEGRATED WASTE CONVERSION AND ENERGY PROJECT
AT THE CENTRAL MAUI LANDFILL ON PULEHU ROAD
PUUNENE, MAUI, HAWAII**

Pursuant to Chapter 103D, HRS, sealed proposals for the following project, **"INTEGRATED WASTE CONVERSION AND ENERGY PROJECT"**, will be received and time-stamped by the Proposal Receiver, County of Maui, Purchasing Division, Department of Finance, 2145 Wells Street, Suite 104, Wailuku, Maui, Hawaii 96793 until **4:00 PM** Hawaii Standard Time, on **Wednesday, January 16, 2013**. Proposals shall be addressed to the Proposal Receiver, Purchasing Division, Department of Finance, 2145 Wells Street, Suite 104, Wailuku, Maui, Hawaii 96793, and shall be labeled **"INTEGRATED WASTE CONVERSION AND ENERGY PROJECT"**. Proposals received will not be opened publicly and shall be open for public inspection after contract award.

The purpose of this RFP is to select a developer to finance, plan, design, permit, construct, own, operate and maintain a waste to value facility to produce energy, fuel, recycled materials, and/or other products. The County is soliciting proposals from qualified and experienced firms who have demonstrated experience with solid waste conversion technologies for this project using the waste streams currently available and controlled by the County and landfill gas currently flared at the Central Maui Landfill.

The RFP may be obtained from on or after **Friday, November 9, 2012** at the office of the Director of Finance, Purchasing Division, 2145 Wells Street, Suite 104, Wailuku, Maui, Hawaii. The RFP will be provided on a Compact Disc (CD) in electronic format ("pdf").

Proposers must be qualified in compliance with Section 103D of the Hawaii Revised Statutes.

A non-mandatory kickoff meeting and site visit will be conducted for the project on Tuesday, November 27, 2012. Interested parties are asked to contact the County Project Manager, Mr. Kyle Ginoza, Director of Environmental Management, at (808) 270-8230 or kyle.ginoza@co.maui.hi.us for information regarding the kickoff meeting and site visit or with questions about the project.

Date: 11.09.12



DANILO AGSALOG
DIRECTOR OF FINANCE

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1. INTRODUCTION

1.1. PROJECT SUMMARY

The County of Maui (County), Department of Environmental Management (DEM), through this Request for Proposals (RFP) is soliciting proposals from qualified and experienced firms who have demonstrated experience with solid waste conversion technologies for an Integrated Waste Conversion and Energy Project (IWCEP) using the waste streams currently available and controlled by the County and Landfill Gas (LFG) currently flared at the Central Maui Landfill (CML). The purpose of this RFP is to select a Developer to finance, plan, design, permit, construct, own, operate and maintain a waste to value facility to produce energy, fuel, recycled materials, and/or other products. The "Developer" may be a single firm or a project team of experienced firms representing an "integrator" (Developer's team leader), Engineering/Procurement/Construction contractor, financial partner, and technology partner, as applicable.

The Developer's facility or facilities could be located at the County-owned and operated CML, which is located along Pulehu Road on the Island of Maui, or other appropriate location(s). The streams available comprise all the waste streams currently received at the CML, including residential and commercial municipal solid waste (MSW); materials that are currently composted; other recyclable materials that are controlled by the County, such as fats, oils, and grease; and LFG currently flared at the CML. The IWCEP will be based on proven waste conversion and utilization technologies and should result in a net environmental benefit and savings to the County compared to current landfilling, recycling and fuel importation processes.

The County desires a completely integrated solution utilizing all of the LFG and available waste streams. Proposals that offer fractional solutions (i.e. those offering to accept only portions of the waste stream and/or placing limits on quantity or quality of LFG or the minimum or maximum tonnage of certain waste streams) may be considered non-responsive or shall be scored as less desirable.

The County will bear no risk, as the Developer will be responsible for all construction and operating costs and marketing the energy, fuel, or other material produced by the facility.

1.2. BACKGROUND

Based on responses received as a result of a Request for Qualifications (RFQ) issued by the County earlier this year, subsequent market analysis and evaluation of possible solutions, the County is convinced that an integrated approach to waste conversion and energy has great potential due to the availability of various waste streams currently being landfilled or disposed of otherwise coupled with high cost of energy on the island. The Developer's revenue stream for the project will primarily consist of the tipping fees paid to the Developer by the County and the Developer's sale of either fuel, energy or other waste-derived products to the County or to other parties. The Developer shall pay the County for the LFG delivered to it by the County and shall destroy any unused or excess LFG in accordance with applicable laws and regulations. If the Developer produces fuel, it may propose terms for sale of such fuel to the County. See the Sample Contract (Exhibit F) for information.

The overarching goal of the project is to increase diversion of economically recyclable materials from the waste streams, reducing the environmental impacts currently associated with landfilling and with importing fossil fuels for electricity generation and transportation on the island. The IWCEP is seen as an economic generator that should create both short-term construction employment and long-term permanent employment. The IWCEP should have a net environmental benefit as compared to disposal or other methods of waste handling. The IWCEP shall provide for compliance with stringent environmental standards as required by the

state Department of Health (DOH) and U.S. EPA, including all applicable air emissions standards. The IWCEP should also reduce the County's costs and/or increase revenues and thus be a benefit to County residents.

2. GENERAL INFORMATION

2.1. CENTRAL MAUI LANDFILL AND WASTE STREAMS

The County has owned and operated the CML for 25 years and the County is currently landfilling in Phase V of the CML. The County sees the IWCEP as an opportunity to reduce overall disposal costs and to increase the sustainability of waste handling activities. There exists only one other municipal solid waste (MSW) landfill on Maui, the Hana Landfill, which is owned and operated by the County and takes in approximately four tons per day of MSW. It is located approximately 50 miles away from the CML. The CML is open six days per week from 6:00 a.m. to 3:00 p.m., Monday through Saturday, and currently accepts approximately 450 tons per day (TPD) of MSW. The current tipping fee charged to commercial MSW haulers is \$71 per ton, which includes a \$10 per ton recycling fee retained by the DEM.

While the County does not control where commercial haulers dispose of the waste they collect, the County operates the only MSW landfills on Maui. The County collects and hauls the residential MSW, which represents approximately 40 percent of the total MSW disposed of at the landfill. The County recently engaged in a waste composition study to determine the relative composition of the MSW stream at the CML. The results of this waste composition study are included as Exhibit A. The County is considering "flow control" legislation; however, flow control should not be currently assumed by Developers.

In addition to the MSW, three other waste streams are processed at the CML. Municipal wastewater sludge (biosolids) is hauled to the CML from each of the three County wastewater treatment facilities on the island. In total, wastewater sludge comprises on average approximately 60 TPD (22,000 wet tons/year) and consists of roughly 15 percent cake solids (See Exhibit D). The current tipping fee for biosolids is \$80 per ton. Moreover, haulers of commercial green waste are charged \$30 per ton (tipping fee), and green waste totals on average approximately 45 TPD. Green waste is currently used in static piles with the biosolids by a composting contractor operating on CML lands. Lastly, haulers of fats, oils, and grease (FOG) pumped out of commercial grease traps are charged \$105 per ton (tipping fee). Incoming FOG totals on average over approximately 10 TPD and is currently processed by a contractor operating on CML lands to produce biodiesel. The table below summarizes the current and historical incoming waste streams at the CML.

Incoming Waste Streams at the CML

Waste Type	Estimated Total Tonnage Received at the CML					Current CML Tipping Fee
	FY2007	FY2008	FY2009	FY2010	FY2011	
Municipal Solid Waste	190,100	176,900	185,900	149,300	149,900	\$71/ton
Green Waste	27,500	28,100	31,800	22,700	25,400	\$30/ton
Sewage Sludge	22,200	24,800	23,200	22,100	23,500	\$80/ton
Fats, Oils, and Grease	5,900	6,000	3,600	3,500	4,000	\$105/ton

In Central Maui, there is a private construction and demolition (C&D) landfill approaching its capacity. It is anticipated that this C&D landfill will close in two to three years when it reaches its capacity. While there are developers contemplating the development of a private C&D materials recovery facility and/or landfill, there is not a definitive private solution to the C&D waste at this time. Consequently, upon closure of the existing C&D landfill and in the absence of a new C&D landfill, the CML will likely be the destination of all C&D waste material not recovered elsewhere. It is estimated that the C&D waste totals roughly 109 TPD. Developers should address acceptance or non-acceptance of C&D waste in their proposals; however, this RFP does not require that C&D waste be accepted by the Developers.

In addition to the waste streams identified above, approximately 600 standard cubic feet per minute (scfm) of LFG is available at the CML that is currently flared. Information regarding LFG reserves is provided for the Developer's information in Exhibit B, Landfill Gas Utilization Study and Conceptual Design (A-Mehr, January 2010) and Cornerstone Memorandum Dated January 17, 2011, reviewing the Findings of the Landfill Gas Utilization Study and Conceptual Design Report prepared by A-Mehr Inc. See also the Sample Contract for further requirements. The County does not warrant the quantity and quality of the LFG at the CML.

2.2. PERMITS AND REGULATORY AGENCIES

The CML is a Class III MSW landfill as defined by the Resource Conservation and Recovery Act of 1976 (RCRA) Subtitle D and in accordance with the Solid Waste Permit (SWP) LF-0089-08 issued by the State of Hawaii Department of Health (DOH) with an expiration date of October 31, 2014. The CML accepts various residential, commercial and light industrial refuse. Asbestos and non-degradable materials are accepted at the CML under the conditions of its current solid waste permit, but no other regulated hazardous waste or liquid wastes are accepted at the site. The CML Gas Collection and Control System (GCCS) is permitted to operate by the DOH per Covered Source Permit (CSP) Number 0652-01-C, issued in accordance with Hawaii Administrative Rules (HAR), Title 11, Chapter 60.1 and NSPS, CFR Part 60, Subpart WWW, with an expiration date of March 2, 2013. The County, through its Department of Environmental Management, will be the lead agency in altering permits to accommodate the IWCEP.

2.3. PROJECT LOCATION

The CML currently comprises 151 acres of land. The County has or is acquiring two agricultural-zoned parcels adjacent to the CML that are roughly 11 and 28 acres in size as outlined in Exhibit C. The County envisions that this IWCEP may be sited at either of those two parcels or other appropriate locations based on the proposed solution.

Additionally, the Developer may also use up to half (1/2) acre of undeveloped land near the current LFG flare. All of the County land available at the CML is undeveloped land (currently or previously used for agriculture). The sites available at the CML will be governed by a Site Lease at a cost of one dollar (\$1) per year per site.

If feasible and economically beneficial to the County, the County may consider locating the IWCEP in total or in parts at other County-owned or private sites. Use of County property other than at the CML shall be subject to further negotiation as to lease price. The Developer shall be responsible for developing the chosen location (inclusive of all permits and regulatory requirements) as required for siting of all components of the IWCEP.

A financeable Site Lease/License Agreement(s) will be executed with the Developer selected for final negotiations. The insurance, indemnity and damages/remedies shall be substantially similar to those identified in the Sample Contract (Exhibit F), subject to review and approval by the County of Maui Department of Corporation Counsel and Risk Management.

2.4. SUBMITTAL ASSUMPTIONS

Developers should use following assumptions in their analysis.

- (1) The term RFP refers to this Request for Proposals and all of its attachments, including any materials

from the County and relevant third parties. This RFP is based on the best available information. Information not in this document, and not said to be forthcoming, should be assumed to be unavailable.

- (2) Departure from the standards outlined in this RFP or the Sample Contract (Exhibit F) must be communicated via written notice to the County.
- (3) The County will continue to own the existing CML property, including the designated expansion areas (11 and 28 acres), and to own and operate the landfill, including the GCCS and scale house. All costs to modify or upgrade the GCCS or the County's flare, or to treat the LFG to accommodate the Developer's proposed technology shall be borne solely by the Developer. Developer shall assume that its blower and flare shall be primary, with the County's existing equipment acting only as backup. Developer shall include condensate management in its proposal. See the Sample Contract (Exhibit F) for more information.
- (4) The Developer will be responsible for obtaining any necessary environmental regulatory documentation (EA/EIS); all permits required for the IWCEP development and operation; and ongoing compliance with all permit conditions, and local, state, and federal laws and regulations once the project becomes operational.
- (5) The IWCEP should be designed to minimize consumptive water use and process wastewater discharge (with a goal of "zero discharge"). Process wastewater shall be reused within the facility to reduce consumptive water needs. There is no water or sewer service at the potential CML sites.
- (6) The Developer will be responsible for obtaining all necessary bonds and insurance, including naming the County of Maui as an additional insured. For comparison purposes, the Developer should not submit a combined amount, but should separately cost out the insurance and bonding. See Sample Contract for more information.
- (7) The Developer will be responsible for the financing, planning, design, construction, operation, and maintenance of the IWCEP as well as for marketing all energy, fuels and recovered material products (including applicable Power Purchase Agreements if the power is sold to the local utility). Please refer to Section 4.5 for further information on guidance received from Maui Electric Company (MECO) (the County's local electrical utility) on the possibility of sale of power.
- (8) The Developer will be responsible for all site liquid discharges, gaseous emissions and residual process material and by-product treatment and disposal and for compliance with all federal, state and local laws, rules and other requirements. Developer shall be responsible for testing any residual process material in accordance with U.S. EPA and state guidelines or regulations, prior to transport and disposal, to ensure that it is not hazardous. Developer shall be responsible for the cost of transporting and disposal, including a tip fee, for disposal of residue or bypassed materials in the CML. For the purposes of the response to this RFP, Developers should assume a \$71/ton tip fee to be paid to the County, as currently set in the annual budget ordinance.
- (9) The Developer will not receive waste or feedstock directly from any source other than the County, without the express written consent of the County.
- (10) The Developer shall be able to scale up the facility should the incoming waste stream increase during the project period.
- (11) The Developer will be responsible for decommissioning the IWCEP and returning the site to its original condition upon termination of the contract.

- (12) The Developer and the County will enter into a contract for a term of 20 years from the start of commercial operation of the IWCEP. Said contract will identify a method for the County's purchase of the facility at the expiration of the term, and the Developer should propose a method for identifying the terms of the purchase. See Sample Contract (Exhibit F). Developer and County will enter into a site license/lease to expire concurrent with the term of the contract.
- (13) The Developer's waste conversion solution is required to accommodate all of the MSW, biosolids (information on a recent sample is in Exhibit D), green waste, and FOG currently received at the CML, as well as the LFG produced at the CML. The County realizes that the most advantageous solution may consist of an integrated solution comprising one or more conversion technologies/facilities.
- (14) The County will make available recycled material currently collected in community bins shown in Exhibit E for the project if there is economic benefit to the County from doing so.
- (15) The County is willing to allocate to the Developer all of the current LFG generated at the CML; however, no guarantee for the quantity or quality of LFG shall apply.
- (16) Developer shall be responsible for assisting the County with its public information program by providing information and resources, and Developer's proposal shall specify the extent of such commitments, which may include: creation and maintenance of a web page (hosted by Developer or by the County) inform the public of the status of the Facility and Developer's activities related to the Facility; newsletters or press releases; fact sheets and household guides explaining the state and federal regulations impacting Facility operations and the positive effects of the Facility's operations on recycling and renewable energy; hosting of open houses/tours; participation in public hearings, meetings, etc.

3. CONTRACT REQUIREMENTS

3.1. CONTRACT PERIOD

The County contemplates a contract period of 20 years from the start of the Developer’s commercial operation of the IWCEP. For the financial offering, Developers should utilize the 20 year time frame.

3.2. PERFORMANCE SCHEDULE

Developer’s proposal shall include performance milestones and remedies to ensure that the Developer pursues the project diligently. At this time, the milestones and performance times are contemplated to be as follows, with final milestones, performance deadlines, and remedies set forth in the contract:

No.	Milestone	Deadline	Start Date	Documentation Provided by Developer to County
1.	Submission of application for Authority to Construct the IWCEP facilities to the State of Hawaii Department of Health (with prior review and approval of said application by the County) Submission of land use and building permit applications, including environmental assessment, to the State or County agencies or departments, as applicable.	6 months	Execution of all contracts with the County (as evidenced by the Notice to Proceed issued by the County)	Copies of design drawings and permit applications to the County.
2	Completion of Project Financing and Execution of Major Off-take Agreements	18 months	Notice to Proceed	Documentation verifying project financing. Copies of Major Off-take Agreements.
3.	Project Construction	18 months	Whichever is later: Issuance of Permit to Operate from DOH & other required permits to begin construction.	Copies of Construction QA report and as-built drawings to the County.
4.	Commissioning of Project(s) -- Acceptance Date	24 months	Start of Project Construction.	Joint development of operational protocols.

3.3. ASSIGNMENT

The contract between the County and the Developer will prohibit the Developer from assigning the contract to another entity without approval by the County, with the exception of a collateral assignment in connection with financing the IWCEP.

3.4. INDEMNIFICATION

The contract between the County and the Developer will include indemnification provisions as required by the County. The final indemnification language will be based on the Developer's selected technology and other factors.

Submission of a proposal signifies the Developer's agreement to the following:

At its expense, Developer agrees to indemnify and hold harmless the County, its elected officials, officers, employees, agents and volunteers from any and all deaths, injuries, losses and damages to persons or property (including property of the County), and any and all losses, claims, suits, actions, costs, expenses, damages, judgments or decrees caused by the negligent acts, willful acts or errors or omissions of the Developer or any of Developer's subcontractors, any person employed under Developer, or under any subcontractor, or in any capacity during the progress of the work or the provision of services arising out of any one or more of the following: Developer's submission of its proposal; County's acceptance of Developer's proposal; or the County's awarding a contract to Developer in compliance with this RFP; or state, federal or local laws.

3.5. ABSENCE OF CONFLICT OF INTEREST

By responding to this RFP, the Developer covenants that it currently has no interest, and before a contract is executed between the County and the Developer, that the Developer will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under the contract. The contract between the County and the Developer will include a covenant by Developer that as of contract execution and for the term of the contract, that the Developer (and any employees of the Developer) will have no interests, direct or indirect, that would conflict in any manner or degree with the performance of services required of the Developer under the contract.

3.6. LAWS AND REGULATIONS

The contract will require that the Developer comply with all laws, ordinances, codes, rules, regulations, design standards and criteria, governmental general and development plans applicable to the Developer's performance of the Developer's obligations under the contract with the County and under the Site Lease. The Developer will be required to obtain all necessary permits and approvals for the performance of the Developer's obligations under the contract and shall pay for all charges in connection with such permits. The County will assist the Developer in the permit processing as reasonable.

3.7. INSURANCE REQUIREMENTS

- (1) Each proposal will be evaluated for adequate risk mitigation strategies. The contract between the County and the Developer will include insurance provisions as required by the County. The final insurance requirements and policy limits will be based on the Developer's selected technology and other factors. The Sample Contract sets out minimum insurance requirements (See Exhibit F).
- (2) Within ten (10) days of the final award of the contract, prior to the commencement of performance of services, the Developer shall furnish certificates of insurance to the County at the addresses specified, evidencing the insurance coverage, including endorsements required. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County and the Developer shall maintain such insurance from the time the Developer commences performance of services hereunder until the completion of such services. For the purpose of this document, "commencing services" refers to any activity toward completing the project goal. If the Developer does not obtain the described insurance, or if the County is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered or changed in a manner not acceptable to the County, then the Developer shall not commence services and the County may withhold all or part of the Waste Stream to the Developer or terminate the award, at County's sole discretion.

4. PROCUREMENT PROCESS

4.1. OVERVIEW

The County is seeking proposals from experienced Developers that are interested in the IWCEP at the CML or other appropriate sites. The County will evaluate the proposals based on the evaluation criteria outlined in Section 6. As a result of the evaluations of the proposals received through the RFP, the County will select a Developer and will negotiate and solidify contract terms, including a site lease or license, if applicable. It is anticipated that the entire procurement process will last 6 months however, the timeline is highly dependent on the ability of the County to secure final approval from the Maui County Council to proceed with the project. The following table presents an anticipated procurement schedule.

4.2. SCHEDULE

Activity	Date
RFP Issued	November 9, 2012
Kickoff Meeting and Site Tour	November 27, 2012
Deadline to Submit Questions/Clarifications to RFP	November 30, 2012
Additional Site Tour	December 13, 2012
Deadline for the County to Respond to Questions	December 14, 2012
Deadline to Submit Proposals	January 16, 2013
Proposal Evaluations	January 17- February 27, 2013
Interviews (if necessary)	March 2013
Developer Selected, "Notice of Intent to Award Contract"	March 2013
Negotiations /Contract Development	March-May 2013
Maui County Council Approval, if required	May-June 2013
Final Award (Contract fully executed by all parties; County issuance of Notice to Proceed)	June 2013

4.3. COUNTY RESERVED RIGHTS

The County reserves the right to cancel this procurement process at any time and for any reason. The County may accept or reject any proposals in whole or in part and reserves the right to deviate at its discretion from the selection criteria outlined in Section 6. Additionally, the County at its sole discretion may discuss different or additional terms to those included in this RFP or received in any response; amend or modify any terms of this RFP; invalidate this RFP and issue a second RFP; request clarifications and/or additional information from a Developer submitting material at any point in the process; or accelerate or delay the procurement process.

The County reserves the right to retain all proposals and to use any ideas in a proposal regardless of whether that proposal is selected. All proposals will become the sole property of the County. At such time as a Developer agrees to enter into a contract with the County and the contract is executed, or the County decides to terminate this RFP process without entering into a contract, all proposals and related documents will become a matter of public record, with the exception of those parts of a proposal which are trade secrets, as that term is defined by statute. If any part of a proposal contains any trade secrets that the Developer does not want disclosed to the public, the Developer shall mark that part of the proposal as a "trade secret." The County, however, shall not in any way be liable or responsible for the disclosure of any such proposal or any part thereof if disclosure is required under the Public Records Act (Government Code, Section 6250 et seq.), Hawaii Uniform Practices Act (Hawaii Revised Statutes Section 92F et seq.), or pursuant to law or legal process. In addition, by submitting a proposal a Developer agrees to save, defend, keep, bear harmless, and fully indemnify the County, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise or be set up for not disclosing a trade secret pursuant to the Public Records Act, including those arising from or connected with the County's refusal to disclose the protectable document to any party making a request for those items.

Initiation of this solicitation and RFP process does not commit the County to finalize an agreement or to pay any costs associated with the preparation of any proposal, nor to enter into an agreement with the Developer submitting the most advantageous proposal.

Unless the Developer provides all information required pursuant to this RFP process, the proposal may, at the County's sole discretion, be rejected and given no consideration. Any Developer attempting to influence this RFP process by interfering or colluding with other Developers or with any County employee will be disqualified.

Any Developer submitting a proposal understands and agrees that submission of said proposal shall constitute acknowledgment and acceptance of, and intent to comply with, all the terms and conditions contained in this RFP. The determination of the compliance with the terms and conditions of this RFP shall be in the County's sole judgment and its judgment shall be final and conclusive.

When it best serves the County's interests, the County may do any one or more of the following:

- Amend, revise or change the RFP's evaluation or selection criteria;
- Cancel, withdraw, amend, revise, change or negotiate the terms of this RFP, the proposed contract, or both;
- Visit Developer's facilities or business(es) or visit Developer's Reference Operating Facilities or other facilities;
- Examine financial records of Developer to the extent necessary to ensure financial stability;
- Make a partial award;
- Negotiate with one or more Developers;
- Award contracts to one or more Developers; or

- Require a best and final offer from one or more Developers.

The Developer agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the terms and conditions of this RFP, or because of any misinformation or lack of information.

Proposals delivered to the County after the proposal deadline will be returned unopened and will not be deemed to have been received.

The selected Developer shall be given a "Notice of Intent to Award Contract." The RFP, or any part of it, and the Developer's proposal, will be incorporated into and made a part of the contract. A copy of the proposed contract is provided as Exhibit F. The County reserves the right to further negotiate the terms and conditions of the contract. The Developer selected by the County must cooperate with the County in good faith to negotiate, sign, and deliver the final contract. The County will draft the contract and may require the selected Developer to attend one or more contract negotiation conferences to discuss possible revisions to the contract's terms, conditions, requirements, specifications or minimum performance standards or additions to the contract, by the Parties' mutual agreement, or as County Ordinance or Resolution, County Charter, the Maui County Code or any other law may require.

If at any time, and for any reason, contract negotiations with the selected Developer fail to progress to the County's reasonable satisfaction or if the County determines that any proposed contract with the selected Developer would not be in the best interests of the County, the County reserves the right to not only end negotiations with the selected Developer, but also cancel the Notice of Intent to Award Contract and reject Developer's proposal. At its discretion, the County may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; or choose to withdraw the RFP.

The contract with Developer may be subject to review and approval by the Maui County Council prior to Final Award.

The County shall consider any protest or objection regarding the award of a contract pursuant to this RFP, whether submitted before or after the award, provided that it is submitted in writing and received by the County's Department of Finance, Purchasing Division within ten (10) days of the award notice. Notice of the award shall be mailed to each Developer at the address specified in the proposal, and shall be deemed received three days after mailing.

4.4. RFP QUESTIONS/CLARIFICATIONS; ISSUANCE OF ADDENDA

If a Developer has any question about this RFP, the proposed contract, or the scope of work – or if a Developer finds any error, inconsistency or ambiguity in the RFP, the proposed contract, or both – the Developer must make a "Request for Clarification" before submitting its proposal. All questions or clarifications concerning this RFP must be directed to the following County representative:

Kyle K. Ginoza, P.E., Director, Department of Environmental Management
2200 Main Street, Suite 100, Wailuku, HI 96793
(808) 270-8230, (808) 270-8234 (fax), kyle.ginoza@co.maui.hi.us

All formal communications must be submitted in writing or via email, and pertinent information is subject to distribution to all registered Developers. If necessary, the County will make clarifications, interpretations, corrections or changes to the RFP or the proposed contract, or both, in writing by issuing Addenda. A Developer must not rely upon, and the County is not bound by, purported clarifications, interpretations,

corrections or changes to the RFP and the proposed contract made verbally or in a manner other than a written advisory from the County. The County will issue Addenda in writing only to the email address provided by the Developer upon registration.

The County will make reasonable efforts to deliver Addenda to all registered Developers that the County knows to have received a complete set of the RFP. The County cannot guarantee that all Developers will receive all Addenda. Developers may also inspect the Addenda at the Department of Environmental Management Administrative Office, during its business hours. The RFP is also on file there.

At any time before the "Deadline to Submit Proposals," the County may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addenda results in a material change to this RFP, or the proposed contract, or both, the County will extend the Proposal Deadline by not less than seventy-two (72) hours, at its sole discretion.

4.5. MAUI ELECTRIC COMPANY PROTOCOLS

The County has been in contact with Maui Electric Company (MECO) regarding the potential IWCEP. MECO does not have a standard offer/electricity purchase price for the electricity that may be generated by the Developer. MECO has stated that the process for determining an electrical purchase price may include the following steps in some sequence (the list is not meant to be all inclusive):

- (1) Receive an initial offer with details of the electricity to be generated, costs to generate, type of power, etc.
- (2) Based on this information, MECO and the Developer would a purchase price for electrical power. Power generation over 2.8MW may have to go through a formal MECO RFP.
- (3) Once an agreed price is determined, MECO would seek the Public Utility Commission's approval.
- (4) An interconnect study would need to be completed.
- (5) Project construction and interconnect to the utility electrical grid.

Since this process is time consuming for MECO, MECO has requested that all interested Developers not be allowed to contact MECO, as MECO cannot respond to each Developer and cannot assure that each Developer is given equal information and service. Developers are specifically directed not to contact MECO personnel for meetings, conferences or technical discussions related to this RFP. Failure to comply with the preceding requirement may result in a lower score for the Developer's proposal.

Any discussions between the County and MECO will be made available to all Developers. The County will invite MECO representatives to the site visits to provide information on the MECO electrical purchase price determination and interconnection process and answer questions from the Developers. In order to prepare the financial offering based on a project that would sell electricity to MECO, Developers should utilize the information contained herein to prepare financial offering with an assumed electrical sales price of 18 cents per kilowatt hour with significant, frequent and long curtailments that could potentially last 8-12 hours every day. Developers should also take into account that curtailments could be of indefinite periods and MECO may not be able to guarantee any minimum off-take.

4.6. NON-MANDATORY KICKOFF MEETING AND SITE VISIT(S)

Developers may attend the kickoff meeting and site tour as per the schedule outlined in this RFP. An additional site tour will be arranged approximately two weeks after the kickoff meeting as outlined in the schedule. Individual requests for site tours will not be allowed. Developers must notify the County representative listed in Section 4.4 by email of their intent to attend the kickoff meeting and one or both of the site visits.

A location on the LFG piping will be made available during the site visit(s) for the Developers to take a sample of the LFG for laboratory analysis. The Developer should arrange in advance for all laboratory requirements, including sampling containers, shipping requirements, etc. Outside of receiving of sampling materials at the CML and storage and providing the location for sampling, the County will not assist with the sample and analysis of the LFG. Further, the County makes no warranty that the LFG sampled during the site visits will represent the LFG at any point forward due to the ever-changing conditions of the LFG generation within the CML. Proposals placing conditions on the constituents of the LFG will be considered less desirable than those that do not. All costs associated with treating the LFG during the term of the contract will be borne by the Developer.

4.7. SUBMITTAL EXPENSES

The County accepts no liability for the costs and expenses incurred by any party responding to this RFP, responses to clarification requests, resubmittals, interviews (if applicable) and subsequent negotiations. Each Developer that enters into the selection process shall prepare the required materials and submittals at its own expense and with the express understanding that Developers cannot make any claims whatsoever for reimbursement from the County for the costs and expenses associated with the RFP process, up to and including the date of final award of the contract for this RFP.

5. SUBMITTAL OF RESPONSE TO THE RFP

5.1. GENERAL INSTRUCTIONS

Developers wishing to respond to this RFP shall send an email to the County representative listed in Section 4.4, requesting that they be registered as an "interested party." Such registered Developers will be notified of the availability of Addenda, questions and answers from interested parties and County staff, and other notices as appropriate by email to the email address provided by Developer upon registration.

Copies of this RFP must be obtained from the County of Maui, Department of Finance, Purchasing Division.

Six (6) printed copies (one (1) unbound original and five (5) bound copies) of the proposal and one electronic copy (on compact disc or flash drive containing a PDF file compatible with Adobe Reader or Acrobat) must be delivered by mail or in person and received at the address below by 4:00 p.m. Hawaii time, January 16, 2013. Facsimile copies, electronic file copies or proposals received after this deadline will be considered non-responsive and will not be considered under any circumstances. Proposals received will not be opened publicly and shall be open for public inspection after the Notice of Intent to Award Contract is issued to the selected Developer.

Proposals must be submitted in a sealed, clearly labeled envelope (or box). Developers are strongly encouraged to not exceed 50 pages of double-sided 8 ½"x11" pages with 11"x17" page inserts (as applicable) in a clear and concise presentation of information. The County will appreciate brevity and clarity rather than volume. Non-written audio-visual materials will not be accepted in lieu of a written proposal.

Proposals must be addressed and submitted to:

Integrated Waste Conversion and Energy Project
Department of Finance, Purchasing Division
2145 Wells Street, Suite 104
Wailuku, HI 96793

5.2. PROPOSAL CONTENT

Developers should furnish pertinent and relevant information, rather than merely provide promotional facts or materials. Information provided should clearly demonstrate a Developer's expertise, competence, experience, performance, solvency and ability to be responsive to the County's goals, interests and objectives.

The person or persons legally authorized to bind the Developer to the RFP and to the contract must sign the proposal in ink. The individuals signing the proposal must represent that they are authorized to bind the Developer's legal entity.

A complete proposal shall contain the following sections and content to be considered "responsive," and shall be organized as indicated below.

- (1) Cover Letter -- Developers must include the name of the organization submitting the proposal and the name, title, address, phone number and email address of the primary contact authorized to make representations for the Developer. The cover letter must also identify the location of the office in which the Developer will perform the work related to this project. The cover letter should be a maximum of two pages.

- (2) Executive Summary -- The Developer must submit a separate executive summary that summarizes the information contained within the proposal, including information for each participating firm (form of business organization, ownership and firm description, proposed role in the transaction, and information as to criminal conviction, debarment from entering into contracts, regulatory violations, bankruptcies, lawsuits and contractual disputes). The summary shall also identify any alternative proposals and briefly summarize the benefits of such alternatives (excluding price). The summary shall include confirmation by the Developer that it is in compliance with each of the Minimum Evaluation Criteria. The summary should be drafted so that it may be easily understood by persons without technical backgrounds. It should be no longer than necessary to convey a meaningful summary of the proposal and shall be a maximum of ten pages in length, plus renderings, tables, drawings and graphs, as necessary.
- (3) Table of Contents -- Developers must include a table of contents for easy referencing of key sections of the proposal.
- (4) Developer's Team Description and Structure -- The County is seeking an experienced, proven, and successful team based on the strength and depth of participating firms and key project personnel relevant to the IWCEP. Developers must fully describe the background of major participating firms (i.e., those firms in the proposed IWCEP whose participation amounts to 15% or more of the construction cost or the annual operations and maintenance cost), including the involvement of each firm in the development and implementation of the waste conversion technology that is being proposed. "Participating firms" include, as applicable: (1) the Developer/Proposer/Integrator; (2) the Guarantor; (3) a new company, if any, to be formed for the sole purpose of executing and performing the contract; (4) the firm(s) that will actually operate, maintain and manage the Facility; (5) the firm that will design the Facility; (6) the firm that will construct the Facility; (7) the firm that will market the products; and (8) any other significant participant(s) in the transaction, including those that will permit and those who will finance the project. Developers must demonstrate how the Developer's organizational structure will foster excellent communication with the County and efficient project development. Developers must include an organizational structure, which includes the names of firm officers and top management and specific individuals who will be engaged in this project.
- (5) Corporate Documentation for each major participating firm shall include relevant information regarding the firm's organizational stability and strength, including whether it is a sole proprietorship, partnership, corporation, joint venture, etc. Financial strength, solvency, and successful project track record are of significant importance to the County, and a Developer (or project team) lacking such attributes shall receive lower scores, may be deemed non-responsive, or may not be considered without a payment and performance guarantee in an amount and form acceptable to the County at the County's sole discretion. As part of the proposal, Developer shall provide financial statements (preferably audited) from the most recent fiscal or calendar year for all major participating firms, as well as the participant's project experience.
- (6) Proposed Technical and Commercial Approach -- Developers must demonstrate how the proposed approach is appropriate for Maui County considering all the local constraints on the island. Developers must include the following:
 - a. Technology Description -- Developers must explain the waste conversion and energy technologies that will be utilized for the project, coupled with a process flow diagram. Developers shall provide a record of the performance and reliability of the technology(ies) proposed. The process flow diagram must show each process component and equipment, the flow of raw and converted materials, by-products, energy recovery processes and other environmental components, as applicable. Developers must include a descriptive explanation of the processes to go along with the process flow diagram and a description of how waste by-

products will be disposed.

- b. Mass Balance – Developers must provide relevant mass balance diagram(s), detailed energy balance diagram(s) and a process description as part of this section. The mass balance diagram(s) shall be shown in tonnage and shall account for all tonnage and percentage material and converted material breakouts during the various stages of the process flow diagram. Similarly, the energy balance diagram must show all major components of the process flow and include energy information throughout the process flow. The total and net energy produced in British Thermal Units (BTU's) per ton in the entire process, including losses and parasitic uses, must be shown.
- c. Site Layout -- Developers must include a description of the proposed footprint (site layout) of the IWCEP, including acreage needed, ingress and egress, and infrastructure. Developers must describe whether County lands or other lands will be utilized for the facility. If County lands will be used, Developers should assume that no utilities currently exist as the available areas are currently agricultural lands. Developer shall include description of on and off-site (including temporary) storage areas, disposal of by-products/residual materials, and disposal plan.
- d. Reference Operating Facilities -- Developers must provide information that demonstrates the Developer's design, construction and operation of directly relevant commercial waste conversion projects that meet the minimum requirement criteria outlined in Section 6. In addition, Developers must provide contact information (client name, client project manager's name, address, phone number, email address, and a brief description of the project) for each reference project. The County reserves the right to verify the information provided or to request additional information. Developers must address the following specific factors for commercial facilities in current operation.
 - i. Length of time in operation for each facility.
 - ii. Rated capacity of each facility (TPD and MW).
 - iii. Historical waste types and quantities handled at each facility.
 - iv. Operational availability (hours per year) of each facility.
 - v. Stockpiling availability at each facility.
 - vi. Amount of energy produced for each facility.
 - vii. Amount and types of materials recovered at each facility.
 - viii. Amount of residuals landfilled at each facility.
 - ix. Regulatory compliance history of each facility. County will consider the Developer's history of compliance with federal, state and local statutory and regulatory requirements. Provide a list of applicable permits for each reference facility, including permit number, permit duration and issuing agency. Developers must provide a written explanation of any unresolved instances of non-compliance.
 - x. Environmental performance of each facility, including air emissions.

- e. Project Scalability -- Developers must include an approach for scalability of the facility. While the recent incoming MSW stream has been roughly 450 tons per day, a few years ago, the tonnage approached 650 tons per day. It appears that the incoming MSW stream is largely dependent on the health of the economy both from a tourism and construction perspective. Developers are encouraged to provide an analysis of the capacity of the proposed system as well as opportunities for scalability and triggers for facility expansion.

(7) Financial Plan

- a. The Developer shall finance and own the facility. The County will not be a party to, and shall have no rights or obligations related to the facility financing and ownership, except for the option to purchase described in the Sample Contract (Exhibit F). The County will support the Developer in its efforts to obtain financing, including supporting initiatives to obtain grants and tax-exempt financing. Developers must include a reasonable plan for financing the total capital costs and required working capital. Developers must also show that they meet minimum requirements in terms of experience and required equity to finance and execute the project as outlined in Section 6.
- b. Developers should provide an indicative, itemized, annual operation and maintenance (O&M) cost of the project. The O&M cost should include details about number of operations personnel for the facility. Developers must also include the number of tons of non-hazardous residual material or by-products that will be landfilled and shall assume costs of \$71 per ton as the current cost paid to the County for disposal at the CML, such cost being set in the County's annual budget ordinance. Hazardous residual material or by-products will not be accepted by the County at the CML and its disposal will be the responsibility of the Developer.
- c. Developers should include detailed project financial benefits in nominal terms for each year of the contract term for the County including benefits from reduced tipping fee, value from LFG for beneficial use provided as part of the project and/or a fuel-sale agreement with the County as purchaser as further outlined in Section 6. This section should also clearly identify (by name) any other revenue streams such as by-products or recyclables considered marketable materials, carbon credits, emission reduction credits, or any other potential revenue streams not previously listed. The financial plan must detail whether the Developer, the County or both parties will reap the proceeds from these revenue streams. Energy sale to the local utility, Maui Electric Company, will require an interconnection study. The results of this study may require connection fees and offsite improvements. For the purpose of this RFP, Developers should assume a \$500,000 cost for the study, fees and offsite improvements, paid by the Developer. The Developer shall bear all costs related to interconnection to MECO or another energy purchaser.

- (8) Environmental Benefits -- Developers must include a greenhouse gas (GHG) analysis estimating GHG emissions of the proposed facility and GHG reductions based on reduced landfilling and reduced reliance on the import of fossil fuels. GHG reductions should be reported as metric tons of carbon dioxide equivalent per incoming short ton of waste, utilizing baseline values published by the United States Environmental Protection Agency in "Solid Waste Management and Greenhouse Gases: A Life Cycle Assessment of Emissions and Sinks". Other emissions of particular interest are NO_x, CO, CO₂, VOC_x, dioxins, and particulate matter, as applicable. Developers must include air emissions data from its reference facility operations, or relevant analysis of its reference facility operations. In order for the project to go forward, it is anticipated that substantial environmental benefits must be realized with project implementation.

- (9) Local Content of Material and Labor -- Developers are encouraged to utilize locally sourced materials

and construction labor, where possible. The County views the IWCEP as an economic generator for the County and will look favorably to Developers who incorporate local content for materials, construction labor and long-term operations employment. Developers must include a discussion of how local resources may be utilized as part of project implementation. Developers should estimate and quantify the incremental benefits that the IWCEP will bring to the local economy.

- (10) Permits and Schedule -- Developers must include a list of the land use entitlements that will be necessary for the development and operation of the IWCEP. At a minimum, it is anticipated that an Environmental Assessment, State or County Special Use Permit, State Solid Waste Permit, and County building permits will be required for project implementation. Developers must include a realistic approach and a realistic schedule for obtaining the necessary project development and operational permits. The County will assist the Developer in obtaining necessary permits and approvals, however, Developers will be wholly responsible for preparing and obtaining such permits and approvals. Developers should assume that the Notice to Proceed will occur in June 2013 as a baseline. Developers are encouraged to provide the project schedule in Gantt chart format with estimated start and end dates for each subtask and to include the following components.
- a. Project Development
 - b. Environmental Review; Site and Building Permitting
 - c. Design and Engineering
 - d. Financing (including required progress milestones, as applicable)
 - e. Construction (including equipment procurement)
 - f. Initial Start-up, Testing, and Commissioning
 - g. Commencement of Commercial Operation

6. EVALUATION PROCESS AND CRITERIA

6.1. PROPOSAL EVALUATION PROCESS

The County will establish an evaluation committee to review the proposals. The evaluation committee may include and/or will be supported by legal, technical and financial advisors. The County will first evaluate the proposals to ensure that they are complete and meet minimum requirements identified in this Section. Only the proposals that meet the minimum requirements will be considered for further evaluation. Non-compliant or non-responsive proposals will be rejected. The evaluation criteria are further outlined in this Section.

6.2. MINIMUM REQUIREMENTS

6.2.1. TECHNOLOGY MATURITY AND FINANCIABILITY

The County understands that the maturity of the waste conversion technology and its operating history are very important for financing a project of this scale in the current business environment. Technologies that are less mature or those that are in demonstration phase will not be viewed favorably and may face financing or

permitting hurdles. Consequently as a minimum requirement, the County requires that the Developer be able to provide references of at least two (2) of its successfully operational commercial facilities utilizing the proposed unit process technologies. Each element of major technology components proposed should have at least three (3) years of operating history on a commercial scale. The two reference commercial facilities should have operated commercially at least 60% of their design capacity with at least 75% or higher uptime. Small scale pilot and demonstration plants do not qualify. Any considered conversion technology shall be capable of operating for a minimum of 20 years, with a 30-year operational lifespan being considered optimal. Conversion technologies must produce end products that have probable, identifiable or existing markets (including electricity and/or fuel products). Any considered conversion technology shall conform to Hawaii environmental standards, and must limit and/or mitigate environmental impacts of landfilling MSW. Developers who are not able to satisfy the minimum requirements under this Section will not be considered for further evaluation.

6.2.2. FINANCIAL STRENGTH AND EXPERIENCE OF THE PROPOSER

The County understands that in addition to the robustness of technology, the success of the project depends on financial strength and experience of the Developer in financing projects. Consequently as a minimum requirement, the Developer or Joint Venture Partner should have experience in financing municipal projects in the last 24 months with aggregate financing transaction value over \$20 million. Additionally, the County requires that the Developer or Joint Venture Partner show proof of funds or binding commitment to cover 20 percent of the capital cost, or at minimum \$20 million to meet equity requirements. The proof of funds may be in form of cash, liquid assets or unconditional letter of credit from a reputable financial institution. The Developer must not be in bankruptcy and must provide a financing plan that reasonably demonstrates that it can offer private project financing, if required. The Developer and participating firms must not be debarred from contracting in Hawaii.

All determinations in connection with this RFP, including but not limited to any determinations regarding the experience, capability, capacity, financial resources of any Developer shall be at the sole discretion of the County.

6.3. EVALUATION CRITERIA

6.3.1. FEASIBILITY AND FLEXIBILITY OF APPROACH

The IWCEP in Maui County will need to have a well thought out approach to ensure that the project elements can be executed. An optimum solution will require addressing various requirements like using a proven approach, securing local community buy-in, withstanding frequent, long and indefinite curtailment requirements, completing the entitlement process, and ensuring current and future regulatory compliance and aesthetics. The County will look for an approach that has a maximum chance of success.

6.3.2. PROJECT TEAM EXPERIENCE AND CREDIBILITY

In the proposal content, the Developer's team members (and major participating firms) should demonstrate strong experience in project development, facility operations, regulatory compliance, and municipal project finance that is relevant to the IWCEP. County is very interested in State or Federal incentives, grants and other means to maximize the value to the County. Consequently, the financial plan and strength of the financial team to monetize and engineer financial incentives will be rated high.

6.3.3. FINANCIAL BENEFIT TO THE COUNTY

The County expects that the integrated approach proposed by the Developer will result in a net financial benefit to the County in terms of reduced tipping fee, cost of disposal or cost of recycling, and benefits related to the use of LFG to produce energy. The Developer may propose terms for sale of fuel to the County, if applicable to its proposed technology. In the proposal content, the Developer should reasonably quantify net financial benefit in nominal terms over the term of the project, which is expected to be a minimum of 20 years. Inflationary increases in fees, if applicable, should be tied to the consumer price index (CPI). See Sample Contract, Exhibit F, for required information.

6.3.4. FAVORABLE IMPACT TO LOCAL ECONOMY

In the proposal content, the Developer should demonstrate economic benefit to the local community both in terms of construction and operation of the project. Developers are encouraged to provide estimates for the number of construction jobs created, long-term, permanent jobs created and average salaries for individual classes of permanent jobs, as well as any other benefits directly to the local economy.

6.3.5. ENVIRONMENTAL IMPACT AND COMMUNITY BUY-IN

The County will be looking for projects offering the most favorable environmental impact and benefit to public health. An environmentally friendly conversion process, low greenhouse gas footprint, low emissions and recycling to marketable products solution will be ranked high. Non-incineration based technologies are strongly preferred, specifically technologies that (1) eliminate the landfilling of residues by converting solid residues to a usable product (or as a minimum, substantially reduce/minimize the landfilling of residues), and (2) provide the option of producing multiple energy products (electricity, liquid fuels, syn-gas). Minimizing landfilling will reduce the long-term environmental impact of MSW management. Product flexibility will allow the Developer to respond to changing economics and market demands over the life of the project. Such flexibility will maximize the long-term viability of the project. Technologies such as gasification/vitrification that can produce multiple marketable products, including syn-gas, electricity, and liquid fuels will be given preference.

Additionally, the community buy-in of proposed technology and its aesthetic impact will carry a high weight. Developers should quantify such impacts in their proposals.

6.4. MINIMUM REQUIREMENTS AND SCORING MATRIX

Proposals will be evaluated to ensure that they meet the minimum requirements for further evaluation. Proposals that do not meet the minimum requirements will not be considered responsive and responsible. Proposals that meet minimum requirements will be evaluated based on criteria outlined in the scoring matrix.

The County is not obligated to select a proposal based solely on price. In addition to price, the County will consider how well the proposals meet the goals and objectives of the RFP, the qualifications and experience of the Developer, the soundness of the technical and business approaches, conformance to the terms and conditions of the contract (as reflected in Exhibit F), the level of risk that the Developer is assuming and asking the County to assume and other factors that are described in this RFP.

VERIFICATION OF MINIMUM REQUIREMENT	
Technology Maturity and Financiability of Technology [Minimum Requirement – Must be met to qualify] <ul style="list-style-type: none"> ■ Two (2) reference commercial facilities in operation ■ Three (3) years of commercial operating history for each technology component proposed 	Pass/Fail
Financial Strength and Experience [Minimum Requirement – Must be met to qualify] <ul style="list-style-type: none"> ■ Developer experience in financing municipal projects in last 24 months with aggregate transaction value over \$20M ■ Proof of minimum equity (20% of project value or at least \$20M) 	Pass/Fail
SCORING MATRIX IF MINIMUM REQUIREMENTS ARE MET	
Feasibility and Flexibility of Approach Considering Local Constraints – No Fatal Flaw	30
Project Team Experience and Credibility	20
Financial Benefit to the County	20
Impact to the Local Economy	15
Environmental Impact and Community Buy-in	15