**STATE OF MAINE**

**Department of Defense, Veterans, and Emergency Management**

*Maine Air National Guard*



**RFP# 202407133**

**Trash and Recycling Services for Bangor and**

**South Portland Air National Guard Bases**

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| **RFP Coordinator** | *All communication regarding the RFP must be made through the RFP Coordinator identified below*.**Name:** Katherine St. Peter-Gunn **Title:** Contract/Grant Specialist**Contact Information:** katherine.st.peter-gunn@maine.gov  |
| **Submitted Questions Due** | *All questions must be received by the RFP Coordinator identified above by:***Date:** October 18, 2024, no later than 11:59 p.m., local time |
| **Proposal Submission Deadline** | *Proposals must be received by the Division of Procurement Services by:***Submission Deadline:** October 31, 2024, no later than 11:59 p.m., local time.*Proposals must be submitted electronically to:* Proposals@maine.gov |

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PUBLIC NOTICE

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**State of Maine**

**Department of Defense, Veterans, and Emergency Management**

**RFP# 202407133**

**Trash and Recycling Services for Bangor and**

**South Portland Air National Guard Bases**

The State of Maine is seeking proposals for Trash and Recycling Services for Bangor and South Portland Air National Guard Bases.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to the RFP, can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, on October 31, 2024. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services’ aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

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**RFP TERMS/ACRONYMS with DEFINITIONS**

The following terms and acronyms, as referenced in the RFP, shall have the meanings indicated below:

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| **Term/Acronym** | **Definition** |
| **Contracting Officers Representative (COR)** | A functionally qualified person, who performs quality assurance functions for a contracted service. This person is delegated certain responsibilities from the Contracting Officer.  |
| **Defect** | Any nonconformance with the awarded contract requirements. The term “defective” is used in reference to a service output in the SDS that does not meet the output’s associated standard. |
| **Defective Service** | A service output that does not meet the standard of performance for that service, as specified in the awarded contract. |
| **Department** | Department of Defense, Veterans, and Emergency Management |
| **Hazardous Waste** | Any material identified in the 40 CFR, Part 261:30 or State statues but not in quantities small enough to be purchased for household or administrative use. Hazardous waste requires special handling during collection, storage, transportation, and disposal and is excluded from this SOW. |
| **Periodic Sampling** | This method employs a less statistical approach to inspection, utilizing a "spot cheek" style of evaluation. Periodic inspection is usually conducted on a scheduled basis (daily, weekly, monthly, quarterly, semi-annual, or annually) and may be adjusted, based on quality trends. |
| **RFP** | Request for Proposals |
| **Service Delivery Summary (SDS)** | A listing of the service outputs under the awarded contract that are to be evaluated by the COR on a regular basis and the performance requirement of the listed output.  |
| **State** | State of Maine |
| **Unit Training Assembly (UTA)** | An authorized and scheduled period of unit inactive duty training of a Reserve Component for a prescribed length of time. Generally, this training is held the first full weekend of each month.  |
| **Unserviceable Container** | A container, which does not operate properly due to a physical defect, or one that emits nuisance odors discovered by customer or government representative.  |
| **Valid Complaint** | A complaint investigated and substantiated by the COR and passed on to the Contractor. |

**State of Maine**

**Department of Defense, Veterans, and Emergency Management**

**RFP# 202407133**

**Trash and Recycling Services for Bangor and**

**South Portland Air National Guard Bases**

**PART I INTRODUCTION**

1. **Purpose and Background**

The Department of Defense, Veterans, and Emergency Management (Department) is seekingTrash and Recycling Services for Bangor and South Portland Air National Guard Bases as defined in this Request for Proposal (RFP) document. This document provides instructions for submitting proposals, the procedure, and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder.

The Contractor shall perform refuse collection, transportation and disposal services, for the Maine Air National Guard (ANG), Bangor and South Portland, Maine in accordance with all applicable laws, regulations, standards, instructions, commercial practices and as described in the Statement of Work (SOW) with focus on safety, sanitation and customer service. The Contractor is encouraged and expected to use innovative approaches to accomplish this SOW effectively and efficiently in a timely manner, at a reasonable cost, and in a way that fosters pride and ownership in the way the work is performed. The required refuse services shall include but are not limited to:

* Collection Requirements
* Disposal
* Reports and Records
1. **General Provisions**
	1. From the time the RFP is issued until award notification is made, all contact with the State regarding the RFP must be made through the RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
	2. Issuance of the RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
	3. All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of the RFP.
	4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
	5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
	6. The RFP and the awarded Bidder’s proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department
	7. Following announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](http://www.mainelegislature.org/legis/statutes/1/title1sec401.html) et seq.).
	8. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
	9. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder’s responsibility to determine the applicability and requirements of any such laws and to abide by them.
2. **Contract Term**

The Department is seeking a cost-efficient proposal to provide services, as defined in the RFP, for the anticipated contract period defined in the table below. Please note, the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for two renewal periods, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

|  |  |  |
| --- | --- | --- |
| **Period** | **Start Date** | **End Date** |
| Initial Period of Performance | 01 December 2024 | 30 November 2026 |
| Renewal Period #1 | 01 December 2026 | 31 November 2028 |
| Renewal Period #2 | 01 December 2028 | 31 November 2029 |

1. **Number of Awards**

The Department anticipates making one (1) award as a result of the RFP process.

**PART II SCOPE OF SERVICES TO BE PROVIDED**

1. **Collection Requirements, Detail Scope and Historical data:**
2. Collection Requirements.
	1. Routes/Schedules Submittals.The Contractor shall establish vehicle routes and collection schedules to meet the requirements of this Statement of Work (SOW). Schedules shall be submitted to the Contracting Officer (CO) for approval within ten (10) working days prior to start of the awarded contract performance. The Contracting Officer must approve the submittals prior to the Contractor starting work. No changes are allowed to the schedule or haul route without Contracting Officer approval. The Contractor shall notify the Contracting Officer’s Representative (COR) of any conditions that may interrupt the schedule of performance such as disposal sites backed up, delay entering or leaving the base due to security measures, vehicle breakdowns, etc. Updates to the schedules shall be given to the COR within five (5) working days of any modification changes. Contractor shall service containers as often as necessary to ensure containers do not overflow.
	2. Refuse Collection Services. Contractor shall provide refuse collection service to Contractor owned containers and Government owned compactor. Container locations are reflected in the Historical Data as shown in 4.11. Containers shall be returned to the appropriate locations or site in an upright position with lids/side slide doors closed. The Contractor shall ensure containers are emptied prior to exceeding their capacity.
	3. No-Sort Recycle Services. Contractor shall provide plastic/metal recycle collection containers with closeable plastic lids and wheels with the sizes and locations as shown in 4.11. After emptying, the containers shall be returned to the appropriate locations or site in an upright position with lids closed. The Contractor shall ensure containers are emptied prior to exceeding their capacity. Contractor is to provide all labeling on containers for “No Sort acceptable and unacceptable materials”. The 101st will supply all clear plastic bags for processing all materials that will go into the “No Sort Bins”. The 101st Environmental Office and/or the COR will be responsible for performing routine inspections of the exterior bins as well as those “No-Sort bins inside the facilities and notifying Building Managers of non-compliance.
	4. Metal Recycling Dumpster: In Bangor, the Contractor will haul a government owned metals recycling dumpster to the metals recycling center as called (for a set fee). Contractor will provide a 30-yard metals recycling dumpster at the South Portland Air National Guard Base and will haul Contractor owned metals recycling dumpster to the metals recycling center as called. At either base, the COR will be sent a copy of the truck weight before and after the delivery, with a check written out for the metals to the “Maine Air National Guard QRP”.
3. Disposal
	1. The Contractor shall dispose of all refuse at a Maine Licensed Solid Waste Facility, or incinerator in accordance with existing local, state, and federal regulations. Disposal shall be in accordance with existing local, state, and federal regulations. The Contractor shall be responsible for ensuring permits associated with the use of off-base disposal locations are active and in place at the time of disposal. The Contractor shall be responsible for any transportation permits and for meeting any other local, state, and federal requirements for transporting solid waste to include, but not be limited to adequate licensing of drivers, or cleaning up of any spills during the transport of said waste off oron base.
	2. Prior to start of work, the Contractor shall submit a certified statement of available disposal and incinerator facilities for use during the period of the awarded contract. The certified statement shall specify the legal and identification name of the facility, location of the facility, identification of the legal entity responsible for its operation, and identification of the documents or certificates specifically stating compliance of the facility with all applicable laws and regulations. The report shall include a summary of any periods of non-compliance during the previous 36-months.
4. Reports and Records
	1. The Contractor shall provide a monthly report detailing total tonnages for all refuse removed from the Maine ANG location by container type, dumpsters, compactor, wood dumpster, recycling containers. The report and all associated weigh tickets shall accompany a copy of the invoice and shall be submitted by the 7th working day of the month to the 101st Environmental Office, 106 Ashley Ave Suite 486, Bangor, Maine, 04401. The reports shall be submitted via email to the following: jason.edwards.6@us.af.mil and cody.reynolds.6@us.af.mil
	2. All weigh tickets shall contain the name, address, and telephone number of the receiving facility for every load of disposed materials. All vehicles utilized in the collection of refuse shall be weighed on state certified scales at the disposal facility. Incoming and outgoing vehicle weights shall be recorded on weight tickets to determine the amount of refuse tonnage collected at the base. Co-mingling of refuse within Contractor vehicles is not authorized under the awarded contract. Vehicle weights shall be recorded on machine printed weight tickets provided by the operator at the weigh station, empty vehicle weights will be on record at landfill and with the COR. Weighing of vehicles may be subject to periodic check by the Government.
5. On-Call Services
	1. The Contractor shall provide “On-Call” service when verbally notified by the COR. On call service consists of the Contractor providing additional pick-up services, movement of containers, delivery of additional containers, etc. Response time for these on-call services shall be provided within four (4) normal duty hours after initial receipt of notification. When notification does not allow Contractor sufficient time during the normal duty day, the Contractor shall respond within the first 4 hours of the next duty day.
	2. As part of the collection and disposal cost, the Contractor shall be required to move container(s) for occurrences such as military exercises, real world threats, building demolition’s, etc. The Contractor shall begin moving container(s) **within two (2) hours** of verbal notification by the COR. During military exercises and real-world threats, the Contractor shall move container(s) away from building(s) a minimum of seventy-five (75) feet to a maximum of one hundred-fifty (150) feet away from the buildings. After military exercises and real world threats the Contractor shall move container(s) back to their original location(s). The regular pick-up schedule shall not be interrupted because of these requirements.
6. Containers
	1. The awarded Contractor shall provide all bulk containers, necessary to perform the awarded contract. The current type, location, quantity, and size of existing containers are reflected in Part II, 4.11. Contractor personnel shall place bulk containers at each location identified. The containers shall have no rust, peeling, flaking or discolored paint. Bulk containers shall be equipped with self-closing lids, side doors, and shall be front-end loading. Any bulk containers, with exception to the recycled paper containers, which are mounted on wheels, must have a positive braking/locking device to prevent inadvertent movement.
	2. Container Maintenance. The Contractor shall be responsible for maintaining the appearance and sanitary conditions of the containers. Additionally, the Contractor shall keep the containers in a good, safe, operable condition throughout the period of the awarded contract. The Contractor shall maintain dumpsters to ensure they are free of odors, dirt, debris, and pests. Containers shall be maintained free of rust, dents, and always broken or inoperable parts. Bulk containers shall be kept in a clean and sanitary condition as part of the collection and disposal cost. All cleaning/washing shall be accomplished off base. Contractor supplied containers shall be maintained reasonably free of rust and dents as determined by the COR and not always have broken or inoperable parts. Bulk containers shall be kept in a clean and sanitary condition as part of the collection and disposal cost. All cleaning/washing shall be accomplished off base. The Contractor shall furnish replacement containers for all containers removed for maintenance and/or cleaning to ensure that collection stations have adequate refuse containers.
	3. Bulk Container Maintenance. Maintenance shall be performed as required to maintain dumpster integrity. Any maintenance or cleaning of containers will be done off base and in accordance with local, state, and federal regulations
7. Service Delivery Summary (SDS)

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| **Performance Objective** | **Performance Threshold** |
| Collection and Disposal Requirements of refuse from the collection stations. (SDS-1) | All containers are emptied according to approved schedule. No more than 3 valid customer complaints a month will be acceptable. |
| Container sites. (SDS-2) | Container sites are clean of all spilled material after containers have been emptied. No more than 3 valid customer complaints a month will be acceptable. |
| Records and Reports (SDS-3) | The monthly report and all associated weigh tickets shall be submitted by the 7th working day of each month. No more than 1 defect per quarter will be acceptable. |

1. Government Furnished Property and Services
	1. The Department will provide the following equipment and services to the awarded Bidder:
		1. Copies of base maps (showing all existing container locations/sites)
		2. Emergency Services. Emergency Police and Fire 911.
	2. Emergency Medical Services. No medical facility is available on base. Local ambulance services may be obtained at the Contractor or individual's expense.
	3. Except for those items or services listed above, the Contractor shall furnish everything else needed to perform the work requirements as stated in this SOW.
2. General
	1. Performance of Services during Crisis Declared by the National Command Authority. The services provided by the awarded contract are considered mission essential. During national crisis the Contractor shall provide all services stated in the awarded contract without interruption. Unless otherwise directed by an authorized Government representative, it is determined that Refuse collection requirements under this Statement of Work are essential to be performed during a crisis.
	2. Quality Standards. Vehicles, Equipment/Tools, and Materials/Supplies.The Contractor shall submit to the contracting officer for approval, a description of all bulk containers (include a photograph or picture) and vehicles proposed for use on the awarded contract. The government may inspect the Contractor’s equipment or bulk containers at any time and direct the removal of any items not meeting specifications provided to the CO. Items failing to meet the required standards shall be replaced by the Contractor at their expense. At a minimum, the Contractor shall meet all safety, collection equipment and collection management requirements given or referenced in 40 CFR, Part 243, Subpart B, <https://www.govinfo.gov/app/details/CFR-2013-title40-vol26/CFR-2013-title40-vol26-part243> .
	3. Quality Control Plan. The Contractor shall develop and maintain a quality control program to ensure continuous, cost effective, and efficient collection and disposal of refuse is performed in accordance with commonly accepted commercial practices. The Contractor shall establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of the awarded contract are provided as specified. The QCP must be provided to the CO, for approval, within five (5) working days after notification of award. Changes to the approved QCP must also be submitted to the CO prior to use.
	4. QCP Documentation. Documentation of quality inspections and corrective or preventive actions taken shall be kept and made available to the government throughout the awarded contract performance period and for the period after awarded contract completion until final settlement of any claims under the awarded contract.
	5. Quality Assurance. The government will periodically evaluate the Contractor’s performance by appointing a representative(s) to monitor performance to ensure services are received. The government representative will evaluate the Contractor’s performance through intermittent on-site inspections of the Contractor’s quality control program and receipt of complaints from base personnel. The government may inspect each task as completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections or because of repeated customer complaints. Likewise, the government may decrease the number of quality control inspections if performance dictates. The government will also receive and investigate complaints from various customers located on the installation(s). The Contractor shall be responsible for initially responding to customer complaints. However, the government representative shall make final determination of the validity of customer complaint(s) in cases of disagreement with customer(s).
	6. Performance Evaluation Meetings. The Contract Manager (CM) may be required to meet at least weekly with the COR and the CO during the first month of the awarded contract. Meetings will be as often as necessary thereafter as determined by the CO, usually monthly.
	7. Contractor-Furnished Vehicles. The Contractor shall provide and maintain all vehicles necessary to perform the requirements of the awarded contract. Contractor vehicles shall have the company name and phone number prominently displayed on both sides of the vehicle and shall be maintained clean to present a neat, professional appearance. The Contractor shall ensure sufficient vehicles are dedicated to the performance of all requirements of this statement of work, as vehicle breakdown will not be an acceptable excuse for non-performance. Each vehicle shall also have a unique vehicle identification number.
	8. All vehicles used in the performance of the awarded contract shall be in operable condition and meet the local, state, and federal safety requirements. Vehicles found to be unsafe and unable to function as designed, shall be removed from the installation, and replaced at Contractor expense. Vehicular repairs shall not be performed on base. The Contracting Officer may inspect the Contractor’s vehicles at any time and direct the removal of any unsafe or objectionable vehicle from the installation.
	9. If vehicles contain communications equipment, the equipment shall comply with base radio frequency regulations. The Contractor shall submit frequency (ies) used in vehicles to the Contracting Officer for review by the 101 Communication Squadron.
	10. All vehicles shall be registered, insured, and operated in accordance with base traffic regulations by a properly licensed driver.
	11. Hours of Operation. Refuse collection shall be made between the hours of 0600 and 1630, Monday through Friday. Collection outside these hours shall require prior approval of the COR.
	12. Holidays. The following federal holidays are observed by this installation and are normally closed for business. The Contractor may choose to perform work on recognized holidays or perform that work on the day following the holiday.

New Years Day 1 January

 Martin Luther King’s Birthday 3rd Monday in January

 Presidents Day 3rd Monday in February

 Memorial Day Last Monday in May

Juneteeth 19 June

 Fourth of July 4 July

 Labor Day 1st Monday in September

 Columbus Day 2nd Monday in October

 Veterans Day 11 November

Thanksgiving Day 4th Thursday in November

 Christmas 25 December

1. Environmental Controls
	1. Compliance with Laws and Regulations. The Contractor shall be knowledgeable of and comply with all applicable Federal, State, and local laws, regulations, and requirements regarding environmental protection to include AFI 32-7002 <https://static.e-publishing.af.mil/production/1/af_a4/publication/afman32-7002/afman32-7002.pdf> (Environmental Compliance and Pollution Prevention). In the event environmental laws/regulations/requirements change during the term of the awarded contract, the Contractor shall comply with such laws/regulations as changed. If there is an increase or decrease in cost because of the change, the Contractor shall immediately inform the Contracting Officer, for possible modification of the awarded contract. If nothing is submitted to the Contracting Officer, within 30 days of the new requirement becoming law, it will be assumed that the Contractor shall provide the extra service at no additional cost to the government.
	2. Notification of Environmental Spills. If the Contractor spills or releases any substance with a reportable quantity as defined in federal, state, or local laws or regulations into the environment, the Contractor shall immediately report the incident to the appropriate regulatory agency (ies) and the COR and be familiar with and follow the most current "Base Red Plan" (a copy will be provided to the awarded Bidder by the Base Environmental Office). The Contractor shall be held liable for the spill or release of such substances.The Contractor is responsible for advising his employees of all Environmental and Hazardous Materials Handling and is also required to have and maintain Material Safety Data Sheets (MSDS) on all materials that are required by State and Federal Laws and/or Regulations (reference AFI 91-301 and OSHA requirements), <https://static.e-publishing.af.mil/production/1/af_se/publication/dafman91-203/dafman91-203.pdf>
	3. Points of Collection for refuse and recycle materials.
	4. Collection Stations. The collection points (Building Numbers) are identified in the table, located at the end of Part II, Scope of Work below.
	5. Historical data of pickups, tonnage, Unit Training Assemblies (UTA’s) etc., are covered in the table, located at the end of Part II 4.11, Scope of Work below.
	6. Site Clean-Up. The Contractor shall be responsible for cleaning up any spills, which may occur during servicing of refuse containers. The container area shall be cleaned of all spilled material prior to leaving the collection site.
2. Security Requirements
	1. Base Vehicle Registration and Contractor Personnel Identification. Contractor will provide Base Contracting Office with; 1) A list of company owned vehicles that will be used during the term of the awarded contract, 2) all personnel will fill out and submit a 101ARW 4, 2015 form for background check, to be allowed on base. All vehicles will be following all state and local requirements for registration and insurance. Contracting will forward a copy of the lists to the 101st Security Forces Office to review and post at the Bangor Main Gate, Search Pit, and the Main Gate at the South Portland ANG Base. The Contractor will notify the COR of any changes either the vehicle or personnel list at least five (5) business days prior to either coming on the Base.
	2. Personnel. After review and approval, which may take up to five working days, those listed personnel being authorized entry to Maine ANG Base will enter the base as follows: Personnel and vehicle will enter the base through the Vehicle Search Pit (Bldg. 484 in Bangor, or main entrance at South Portland) and provide positive ID (such as a valid State of Maine Driver’s License) Proof of insurance and registration to the security person on duty. The truck will be inspected/searched prior to the vehicle and driver being allowed on base.
	3. Additional Security Requirements. Should future Government security postures require, the Contractor may be required to obtain Base Vehicle Registration and Department of Defense (DoD) Identification Cards. These requirements will be fulfilled at no additional cost to the Government.

Base Vehicle Registration. For the issuance of Base Vehicle Registrations, the Contractor shall provide a list of all vehicles requiring regular access to the Maine Air National Guard Base. The Contractor shall include a copy of the vehicle registration and proof of issuance for all vehicles listed. The registration would be issued the next time that vehicle entered the base.

* 1. Department of Defense Identification Card. For the issuance of Contractor DoD Identification Cards, the Contractor shall complete a listing of all personnel requiring regular access in association with the awarded contract. After review and approval, which may take up to five working days, those listed personnel being authorized entry to the Maine Air National Guard Bangor Installation will proceed to the Security Forces Squadron for issuance of their Identification Cards. When any employee no longer works for the Contractor at the installation, the contract manager shall return any Government-furnished identification to the Government. These passes are provided at no cost to the Contractor.
	2. Security Regulations. All personnel employed by the Contractor in the performance of the awarded contract, or any representative of the Contractor entering the Government installation, shall abide by all security regulations of the installation. Contractor personnel shall always follow the instructions of Base Security Forces (Military Police) while on base.
	3. Restricted and Controlled Area Access.The Contractor shall contact the COR to provide Government escort if the need arises to service containers which are in restricted and controlled areas.
1. Contractor Personnel
	1. Contractor Point of Contact (POC). The Contractor shall provide the CO and COR with telephone number(s) where service calls and complaints can be reported. The Contractor shall also provide the names and phone/pager numbers of Contractor POCs for after business hours including nights, weekends, and holidays. This information will be kept updated by the Contractor whenever personnel changes occur.
	2. Contract Manager. The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. Prior to start of the awarded contract, the name of this person and an alternate(s) who can act for the Contractor when the manager is absent shall be designated in writing to the contracting officer.
	3. The Contract Manager or alternate shall be available within 4 hours during normal government duty hours Monday through Friday to meet with government personnel designated by the Contracting Officer to discuss problem areas. After normal government duty hours, the Contract Manager or alternate shall be available within 4 hours to meet with government personnel.
	4. Employees. Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges that contain the company name and employee name.
	5. Only qualified operators shall be permitted to operate the vehicles or equipment under the awarded contract. Truck drivers shall possess a valid driver’s license with a CDL rating and be thoroughly acquainted with and comply with base traffic regulations. The Contractor shall submit the name and proof of qualifications to the Contracting Officer prior to start of work.
	6. The Contractor shall not employ any person who is an employee of the United States Government, if employing that person would create a conflict of interest. Additionally, the Contractor shall not employ any person who is an employee of the Department of the Air Force, either military or civilian, unless such person seeks and receives approval according to DoD Directive 5500.7-R, Joint Ethics Regulation (JER). <http://www.esd.whs.mil/DD/> The Contractor shall not employ any person who is an employee of the Department of the Air Force if such employment would be contrary to the policies in Air Force Instruction (AFI) 64-106, Air Force Industrial Labor Relations Activities. <https://static.e-publishing.af.mil/production/1/saf_aq/publication/afi64-106/dafi64-106.pdf> .

1. Publications

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| **Publication** | **Title** | **Date** |
| Executive Order (EO) 14057<https://www.fedcenter.gov/programs/eo14057/> [https://www.federalregister.gov/14057](https://www.federalregister.gov/documents/2021/12/13/2021-27114/catalyzing-clean-energy-industries-and-jobs-through-federal-sustainability)Executive Order (EO) 14096[https://www.federalregister.gov/14096](https://www.federalregister.gov/documents/2023/04/26/2023-08955/revitalizing-our-nations-commitment-to-environmental-justice-for-all) | Catalyzing Clean Energy Industries and Jobs Through Federal SustainabilityRevitalizing Our Nation's Commitment to Environmental Justice for All | 8 December 202121 April 2023 |

1. Refuse Requirements and Additional Options

|  |  |  |  |
| --- | --- | --- | --- |
| **BUILDING NUMBER****BANGOR** | **NUMBER OF CONTAINERS** | **CONTAINER****CAPACITY****(CUBIC YARDS)** | **FREQUENCY OF PICKUPS** |
| 417 | 1 – Trash Dumpster | 8 | 1 / Month (Monday after UTA) |
| 413 | 1 - Trash Compactor (owned by government, Contractor will haul/dump/pressure wash as requested) | 31 | Estimate of 18 times a year |
| 413 | 1. - Metal Recycling Dumpster (owned by government, Contractor will haul/dump as requested)
 | 30 | Estimate of 18 times a year |

|  |  |  |  |
| --- | --- | --- | --- |
| 413 | 1 – Wood Roll-off Dumpster  | 30  | Bi-Monthly |
|  | Estimated number of calls for additional dumpster hauling in between scheduled pickups @ 1. | 8 | As needed |
|  | Estimated number of calls for additional compactor hauling in between scheduled pickups @ 1. | 31 | As needed |
|  | Estimated number of calls for additional metal recycling dumpster hauling in between scheduled pickups @ 1. | 30 | As needed |
|  | Estimated number of calls for additional wood roll-off dumpster hauling in between scheduled pickups @ 1. | 30 | As needed |

|  |  |  |  |
| --- | --- | --- | --- |
| **BUILDING NUMBER SOUTH PORTLAND** | **NUMBER OF CONTAINERS** | **CONTAINER CAPACITY (CUBIC YARDS)** | **FREQUENCY OF PICKUPS** |
| P-1 | 1 – Wood Roll-off Dumpster**Note: Per State of Maine DEP, it must be a covered dumpster.** | 30 | 1 Quarterly |
| P-1 | 1-Metal Recycling Dumpster Note: **Per State of Maine DEP, it must be a covered dumpster.** | 30 | 1 at 6 months |
| P-1 | 1 – Trash Dumpster | 8 | Weekly |
|  | Estimated number of calls for additional wood roll-off dumpster hauling in between scheduled pickups @ 1. | 30 | As needed |
|  | Estimated number of calls for additional metal recycling dumpster hauling in between scheduled pickups @ 1. | 30 | As needed |
|  | Estimated number of calls for additional metal recycling dumpster hauling in between scheduled pickups @ 1. | 8 | As needed |

**Older Historical Data**

**Dumpsters, Compactor, Wood, and Cardboard Historical Data**

**Pickup by Tons/LBS/Bales per year**

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Compactor trash in tons for 12 months** | **Total # of loads** | **Average ton per load** |
| 2009 | 84.39 | 16 | 5.27 |
| 2010 | 63.18 | 14 | 6.32 |
| 2011 | 69.09 | Not known |  |
| 2012 | 60.22 | Not known |  |
| 2017 Est | 87.00 | Not known |  |
|  |  |  |  |
| **Year** | **Wood in tons for 12 months** | **Total # of loads** | **Average ton per load** |
| 2009 | 28.74 | 12 | 2.40 |
| 2010 | 13.07 | 9  | 2.61 |
| 2017 Est | 28.20 | 10 | 2.82 |
|  |  |  |  |
| **Year** | **Dumpster trash in LBS for 12 months** | **Total # of loads** | **Average LBS per load** |
| 2009 | Bldg. 417  | 16 | 651 |
| 2010 | Bldg. 417  | 13 | 719 |
| 2017 Est | Bldg. 417 | 14 | 1,400 |
|  |  |  |  |
| 2011 | Total Dumpsters  | wood & trash | 70.76 tons |
| 2012 | Total Dumpsters  | wood & trash | 73.60 tons |

**No Sort Recycling Containers size and frequency**

|  |  |  |  |
| --- | --- | --- | --- |
| **Building****Bangor** | **Location/Description** | **Bins** | **Frequency** **of Pickup** |
| 417-423-422 | Services (3) facilities, Dining Hall/Billeting, Clinic, Chapel, located in front of Bldg. 418, between the 3 above facilities | 1@ 4 yd | Bi-Weekly |
| 486 | Back Entrance  | 1@ 4 yd  | Bi-Weekly |
| 489 | Left of Recruiting side entrance | 1@ 2 yd  | Bi-Weekly |
| 491 | Boiler Room entrance | 1@ 4 yd  | Bi-Weekly |
| 493 | Main Entrance | 1@ 4 yd  | Bi-Weekly |
| 499 | Trash Storage Area | 1@ 4 yd | Bi-Weekly |
| 505 | Back Entrance | 1@ 4 yd  | Bi-Weekly |
| 510 | Back Entrance | 1@ 4 yd  | Bi-Weekly |
| 513 | Door A4 | 1@ 2 yd  | Bi-Weekly |
| 514 | Front Bay | 1@ 4 yd  | Bi-Weekly |
| 518 | Out front of main entrance | 1@ 4 yd | Bi-Weekly |
| 518 | Downstairs at rear entrance | 1@ 4 yd | Bi-Weekly |
| 530 | Inside compound |  1@ 4 yd | Bi-Weekly |
| 536 | Rear Loading Door | 1@ 2 yd  | Bi-Weekly |
| 540 - 541 | Main Entrance | 1@ 4 yd  | Bi-Weekly |
| 542 | Main Entrance | 1@ 4 yd  | Bi-Weekly |
| 419 - 420 | Next to trash compactor | 4@ 6 yd 1@ 4 yd | Bi-Weekly |
|  |  |  |  |
| **Building****South Portland** | **Location** | **Bins** | **Frequency****of Pickup** |
| P-1 | In Central Refuse area behind P-2 (may have to increase size capacity or pickup sequence after a few months of trial.)  | 1 @ 10 yd | Bi-Weekly |
| P-1 | Estimated number of calls if it has to be hauled in between scheduled pickups @ 1.In Central Refuse area behind P-2 (may have to increase size capacity or pickup sequence after a few months of trial.) | 1@ 10 yd1 @ 10 yd | Bi-Weekly |
|  | Estimated number of calls if it has to be hauled in between scheduled pickups @ 1. | 1@ 10 yd | As needed |

**PART III KEY RFP EVENTS**

1. **Questions**
	1. **General Instructions:** It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
		1. Bidders and other interested parties should use **Appendix E** (Submitted Questions Form) for submission of questions. The form is to be submitted as a WORD document.
		2. The Submitted Questions Form must be submitted, by e-mail, and received by the RFP Coordinator identified on the cover page of the RFP as soon as possible but no later than the date and time specified on the RFP cover page.
		3. Submitted Questions must include the RFP Number and Title in the subject line of the e-mail. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
	2. **Question & Answer Summary:** Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Office of State Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.
2. **Amendments**

All amendments released in regard to the RFP will also be posted on the following website: [Office of State Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

1. **Submitting the Proposal**
	1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFP.
		1. Any e-mails containing original proposal submissions or any additional or revised proposal files, received after the 11:59 p.m. deadline, will be rejected without exception.
	2. **Delivery Instructions:** E-mail proposal submissions are to be submitted to the State of Maine Division of Procurement Services at Proposals@maine.gov.
		1. Only proposal submissions received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
			1. Proposal submission e-mails that are successfully received by the proposals@maine.gov inbox will receive an automatic reply stating as such.
		2. E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail proposal submissions that have the actual requested files attached will be accepted.
		3. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. Please check with your organization’s Information Technology team to ensure that your security settings will not encrypt your proposal submission.
		4. File size limits are 25MB per e-mail. Bidders may submit files separately across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.
		5. Bidders are to insert the following into the subject line of their e-mail proposal submission: **“RFP# 202407133 Proposal Submission – [Bidder’s Name]”**
		6. Bidder’s proposal submissions are to be broken down into multiple files, with each file named as it is titled in bold below, and include:
* **File 1 [Bidder’s Name] – Preliminary Information:**

*PDF format preferred*

**Appendix A** (Proposal Cover Page)

**Appendix B** (Responsible Bidder Certification)

All required eligibility documentation stated in PART IV, Section I.

* **File 2 [Bidder’s Name] – Organization Qualifications and Experience:**

*PDF format preferred*

**Appendix C** (Organization Qualifications and Experience Form) and all required information and attachments stated in PART IV, Section II.

* **File 3 [Bidder’s Name] – Proposed Services:**

*PDF format preferred*

All required information and attachments stated in PART IV, Section III.

* **File 4 [Bidder’s Name] – Cost Proposal:**

*PDF format preferred*

**Appendix D** (Cost Proposal Form) and all required information and attachments stated in PART IV, Section IV.

**PART IV PROPOSAL SUBMISSION REQUIREMENTS**

This section contains instructions for Bidders to use in preparing their proposals. The Department seeks detailed yet succinct responses that demonstrate the Bidder’s qualifications, experience, and ability to perform the requirements specified throughout the RFP.

The Bidder’s proposal must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

**Proposal Format and Contents**

**Section I Preliminary Information** (File #1)

* 1. **Proposal Cover Page**

Bidders must complete **Appendix A** (Proposal Cover Page). It is critical that the cover page show the specific information requested, including Bidder address(es) and other details listed. The Proposal Cover Page must be dated and signed by a person authorized to enter contracts on behalf of the Bidder.

* 1. **Responsible Bidder Certification**

Bidders must complete **Appendix B** (Responsible Bidder Certification). The Responsible Bidder Certification must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

**Section II Organization Qualifications and Experience** (File #2)

* 1. **Overview of the Organization**

Bidders must complete **Appendix C** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in the RFP. Bidders must include three examples of projects which demonstrate their experience and expertise in performing these services as well as highlighting the Bidder’s stated qualifications and skills.

* 1. **Subcontractors**

If subcontractors are to be used, Bidders must provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.

* 1. **Organizational Chart**

Bidders must provide an organizational chart.  The organizational chart must include the project being proposed.  Each position must be identified by position title and corresponding to the personnel job descriptions.

* 1. **Litigation**

Bidders must attach a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree.  For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.

* 1. **Certificate of Insurance**

Bidders must provide a certificate of insurance on a standard ACORD form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

**Section III Proposed Services** (File #3)

* 1. **Services to be Provided**

Discuss the Scope of Services referenced above in Part II of the RFP and what the Bidder will offer. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. Also, describe how you will ensure expectations and/or desired outcomes as a result of these services will be achieved. If subcontractors are involved, clearly identify the work each will perform.

**Section IV Cost Proposal** (File #4)

* 1. **General Instructions**
		1. Bidders must submit a cost proposal that covers the period starting 1 December 2024 and ending on 30 November 2029.
		2. The cost proposal must include the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.
		3. No costs related to the preparation of the proposal for the RFP, or to the negotiation of the contract with the Department, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.
	2. **Cost Proposal Form Instructions**

Bidders must fill out **Appendix D** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department.

**PART V PROPOSAL EVALUATION AND SELECTION**

Evaluation of the submitted proposals will be accomplished as follows:

1. **Evaluation Process – General Information**
	1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
	2. Officials responsible for making decisions on the award selection will ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
	3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders, if needed, to obtain clarification of information contained in the proposals received. The Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Changes to proposals, including updating or adding information, will not be permitted during any interview/presentation process and, therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.
2. **Scoring Weights and Process**
	1. **Scoring Weights:** The score will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria.

**Section I. Preliminary Information (No Points)**

 Includes all elements addressed above in Part IV, Section I.

**Section II. Organization Qualifications and Experience (25 points)**

Includes all elements addressed above in Part IV, Section II.

**Section III. Proposed Services (25 points)**

Includes all elements addressed above in Part IV, Section III.

**Section IV. Cost Proposal (50 points)**

Includes all elements addressed above in Part IV, Section IV.

* 1. **Scoring Process:** For proposals that demonstrate meeting the eligibility requirements in Section I, the evaluation team will use a consensus approach to evaluate and score Sections II & III above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Sections IV, the Cost Proposal, will be scored as described below.
	2. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in the RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 50 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x 50 = pro-rated score

No Best and Final Offers: The State of Maine will not seek or accept a best and final offer (BAFO) from any Bidder in this procurement process.  All Bidders are expected to provide their best value pricing with the submission of their proposal.

* 1. **Negotiations:** The Department reserves the right to negotiate with the awarded Bidder to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department’s Request for Proposal to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with an awarded Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.
1. **Selection and Award**
	1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
	2. Notification of conditional award selection or non-selection will be made in writing by the Department.
	3. Issuance of the RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
	4. The Department reserves the right to reject any and all proposals or to make multiple awards.
2. **Appeal of Contract Awards**

Any person aggrieved by the award decision that results from the RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in [5 M.R.S.A. § 1825-E](http://www.mainelegislature.org/legis/statutes/5/title5sec1825-E.html) and [18-554 Code of Maine Rules Chapter 120](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-120).  The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of conditional contract award.

**PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

1. **Contract Document**
	1. The awarded Bidder will be required to execute a State of Maine Service Contract with appropriate riders as determined by the issuing department.

The complete set of standard State of Maine Service Contract documents, along with other forms and contract documents commonly used by the State, may be found on the Division of Procurement Services’ website at the following link: [Office of State Procurement Services Forms Page](https://www.maine.gov/dafs/bbm/procurementservices/forms)

* 1. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, [Chapter 110, § 3(B)(i)](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-110).)

This provision means that a contract cannot be effective until at least 14 calendar days after award notification.

* 1. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department’s award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in the RFP may need to be adjusted, if necessary, to comply with mandated requirements.
	2. In providing services and performing under the contract, the awarded Bidder must act as an independent contractor and not as an agent of the State of Maine.
1. **Standard State Contract Provisions**
	1. Contract Administration

Following the award, a Contract Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the awarded Bidder in the finalization of the contract.

* 1. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

**PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS**

**Appendix A** – Proposal Cover Page

**Appendix B** – Responsible Bidder Certification

**Appendix C** – Qualifications and Experience Form

**Appendix D** – Cost Proposal Form

**Appendix E** – Submitted Question Form

**APPENDIX A**

**State of Maine**

**Department of Defense, Veterans, and Emergency Management**

**Maine Air National Guard**

**PROPOSAL COVER PAGE**

**RFP# 202407133**

**Trash and Recycling Services for Bangor and**

**South Portland Air National Guard Bases**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Chief Executive - Name/Title:** |  |
| **Tel:** |  | **E-mail:** |  |
| **Headquarters Street Address:** |  |
| **Headquarters City/State/Zip:** |  |
| ***(Provide information requested below if different from above)*** |
| **Lead Point of Contact for Proposal - Name/Title:** |  |
| **Tel:** |  | **E-mail:** |  |
| **Headquarters Street Address:** |  |
| **Headquarters City/State/Zip:** |  |

* This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
* No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal.
* No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
* The above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract.
* The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX B**

**State of Maine**

**Department of Defense, Veterans, and Emergency Management RESPONSIBLE BIDDER CERTIFICATION**

**RFP# 202407133**

**Trash and Recycling Services for Bangor and**

**South Portland Air National Guard Bases**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

1. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
2. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
	1. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
	2. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
3. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
4. *Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default*.
5. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*
6. *Is not a foreign adversary business entity (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*).*
7. *Is not on the list of prohibited companies (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*) or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services* [*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies) *(Title 5 §2030-B).*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX C**

**State of Maine**

**Department of Defense, Veterans, and Emergency Management**

## QUALIFICATIONS and EXPERIENCE FORM

**RFP# 202407133**

**Trash and Recycling Services for Bangor and**

**South Portland Air National Guard Bases**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

|  |
| --- |
| **Present a brief statement of qualifications. Describe the history of the Bidder’s organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. You may expand this form and use additional pages to provide this information.** |
|  |

**APPENDIX C (continued)**

|  |
| --- |
| **Provide a description of projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in Part II – Scope of Services to be Provided of the RFP. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.***If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder’s general capabilities.*  |

|  |
| --- |
| **Project One** |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** |
|  |

|  |
| --- |
| **Project Two** |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** |
|  |

|  |
| --- |
| **Project Three** |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** |
|  |

**APPENDIX D**

**State of Maine**

**Department of Defense, Veterans, and Emergency Management**

**COST PROPOSAL FORM**

**RFP# 202407133**

**Trash and Recycling Services for Bangor and**

**South Portland Air National Guard Bases**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Total Proposed Cost Bangor:** | **$**  |
| **Total Proposed Cost S. Portland:** | **$** |

Bidders to provide a total fixed cost for service for the scheduled annual services for each of the two locations. The total proposed cost will be the total of both annual service cost which will be used in the scoring cost formula. Bidders should also price additional pickups not included in the annual contract for each type of container at each location. These will be defined as additional options.

 **APPENDIX E**

**State of Maine**

**Department of Defense, Veterans, and Emergency Management SUBMITTED QUESTIONS FORM**

**RFP# 202407133**

**Trash and Recycling Services for Bangor and**

**South Portland Air National Guard Bases**

This form should be used by Bidders when submitting written questions to the RFP Coordinator as defined in Part III of the RFP.

If a question is not related to any section of the RFP, enter “N/A” under the RFP Section & Page Number. Add additional rows as necessary.

|  |  |
| --- | --- |
| **Organization Name:** |  |

|  |  |
| --- | --- |
| **RFP Section & Page Number** | **Question** |
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