

Request for Proposals

Maine Forest Economy Growth Initiative

Wood Energy Study

Issue Date: September 26, 2017

Closing Date: October 20, 2017

Part 1. Background

1.1 Committee Overview

We are a consortium of forest industry organizations that are working together to develop a long-term Vision & Roadmap for Maine's Forest products sector, including the:

- Maine Forest Products Council
- Professional Logging Contractors of Maine
- Maine Woodland Owners
- State of Maine
- University of Maine, led by the Center for Research on Sustainable Forests
- Maine Development Foundation.

This consortium will help industry and government leaders work together to develop a common long-term vision for the sector by identifying the key opportunities that must be captured, key challenges that must be met, and key obstacles that must be overcome to develop greater economic prosperity in the forest products sector across the State.

The Maine Forest Products Council (MFPC) has been awarded a federal grant from the U.S. Economic Development Administration for the project. The Wood Energy Study is a critical component.

1.2 Background

In the past four years, Maine has experienced the closure of five pulp and paper mills and the periodic idling of two wood energy electric facilities. As a result, Maine has lost 50 percent of its softwood pulp market in the last two years alone and has also seen a two million ton reduction of biomass utilization. Between 2014 and 2016, the total economic impact of the forest products industry fell from \$9.8 billion to \$8.5 billion, and more than 5,000 jobs were lost.

Markets for low value wood and mill residuals (logging operations and sawmills) are critical to the continued profitability of loggers, landowners and wood manufacturing facilities, the health of the Maine forest and Maine jobs.

Recent data show a 2 million ton reduction from a market high of 4 million tons, and some sawmills are currently landfilling mill residuals to keep production going in a growing market.

1.3 Purpose of the RFP

The purpose of this Request for Proposals (RFP) is to solicit competitive bids for a Wood Energy Study, in order to support and restore markets for low-value underutilized wood and biomass, sustaining current stand-alone wood energy electric facilities while also utilizing state-of-the-art

CHP (Combined Heat and Power) wood energy plants, microgrids, and modern thermal systems.

1.4 Project Scope

Conduct an analysis to better understand and evaluate the opportunities and costs of potential strategies to increase low grade wood energy use in Maine. Specific tasks include:

1. A. HISTORY: Assess the recent and current economic state and outlook of Maine's wood energy industry, with a focus on energy related uses for biomass. This analysis shall include the entire supply chain – landowners, loggers; transporters; electric generators and other end users (such as papermills). Include prices and consumed volume in period trends from 2010 through 2015, and 2015 to 2017.

B. COST/BENEFIT of SAWMILL RESIDUALS: Quantify the importance of biomass energy for sawmill residuals, specifically the quantity of residuals and the cost/benefit of losing markets that use it for energy production as well as the opportunity that exists for using more of it.

2. BENCHMARK OTHER REGIONAL and Global SOLUTIONS: Identify current best practices around the utilization of wood for energy and byproducts that could be created, including but not limited to thermal, biogas recovery, activated carbon and biofuel applications from states such as California, New Hampshire, Massachusetts, and Vermont, and other countries that have made a commitment to the use of wood for thermal energy, such as Sweden and Denmark. What lessons and possible applications are there for Maine?

3. MODEL FUTURE SCENARIOS: Conduct a cost benefit analysis/ model, including the economic impacts on the forest products industry, the impacts on energy prices and on residential and industrial rate payers, of the following strategies to increase wood energy use in Maine:

A. MODELING RPS AMENDMENTS: Examine the opportunity to amend Maine's Renewable Portfolio Standards (RPS) from the current 10% as follows: 11 percent for the period from January 1, 2018 to December 31, 2018; 12 percent for the period from January 1, 2019 to December 31, 2019; 13 percent for the period from January 1, 2020 to December 31, 2020; 14 percent for the period from January 1, 2021 to December 31, 2021; and 15 percent thereafter. Model effects based on anticipated Renewable Energy Credit (REC) market participation rates and trading values.

Provide a working model that includes the following two scenarios funded by the increased RPS and incorporated into the REC program:

- i. Examine the opportunity to create a thermal REC (carved-out of the base REC Program). Use the following percentages as a baseline for the model and explain the implications of using higher and lower percentages: 0.2 percent for the period from January 1, 2018 to December 31, 2018; 0.5 percent for the period from January 1, 2019 to December 31, 2019; 1 percent for the period from January 1, 2020 to December 31, 2020; 1.5 percent for the period from January 1, 2021 to December 31, 2021; and 2 percent thereafter.
 - ii. Examine the opportunity of creating an economic benefit REC as a subset of the renewable portfolio standards. Use 5 percent as a baseline for the model and test the implications of using higher and lower percentages. This REC would only be applicable to biomass energy facilities. An eligible generator would need to be a Class I eligible generator that demonstrates that it creates direct economic benefits to the state per megawatt hour that is in excess of the determined alternative compliance payment. No one REC, whether a Class I REC or an economic benefit REC can be used to both satisfy Class I requirements and economic benefit requirements.
 - B. MODELING EXISTING POWERPLANT HOSTING OF NEW MANUFACTURING FACILITIES: Examine the opportunity of co-location and other projects utilizing behind-the-meter arrangements for new projects and new electrical load. Develop a scenario for co-location next to an existing biomass electric facility with the potential for thermal utilization. What are the benefits and costs to the host facility, to the new facility investors, to the forest products industry, to large energy users, and to ratepayers?
 - C. MODELING NEW AND EXISTING MANUFACTURING FACILITIES HOSTING NEW CHP POWER PLANTS: Examine the opportunity to renew and expand the Community-Based Renewable Energy Pilot Program as a solution to regional sawmill residual and in-woods biomass output. Develop a scenario with a series of wood energy facilities strategically located to service regional energy and forest products needs. What are the benefits and costs to the forest products industry, large energy users, and to ratepayers?
 - D. MODELING PUBLIC & PRIVATE INSTITUTION USE OF WOOD THERMAL SYSTEMS. Examine the opportunity to incentivize schools, other public institutions, and small and medium sized businesses to convert to wood based thermal and/or CHP systems, including pellet, chip, and biomass systems. Develop a model with three levels of financial incentives at various levels of BTU output.
4. HYPOTHETICAL POSITIONING OF MAINE'S BIOMASS ASSETS. Based on an advantageous combination of the strategies above and geographical considerations, what

could be a hypothetical configuration of facility types that would match regional wood manufacturing residual outlets and outlets for in-woods biomass? What is the total number of low-value underutilized wood and biomass (in woods biomass, saw mill residues, and clean wood chips) that a program to increase the use of wood energy in Maine could achieve?

Consultants should utilize recent, relevant data and reports to add value to the proposal where possible.

The final report will be due by January 5, 2017.

Please include 2-3 check in meetings with the committee prior to the final report.

Part 2. Instructions

2.1 Key Dates

Any questions regarding the RFP should be submitted to the committee contact email address no later than October 13, 2017.

All responses to this RFP are due no later than 5 pm on October 20, 2017. Any proposals received after this date and time will not be considered.

2.2 Committee Contact

The following individual is the contact for the RFP:

Sarah Curran, Program Director for the Maine Forest Economy Growth Initiative

Phone: (207) 622-6345

Email: scurran@mdf.org

2.3 Questions

Suppliers are to direct any questions regarding the RFP content or process to the RFP contact. All questions should be submitted to the nominated email address during the RFP question period indicated above. The Committee may choose to convey responses to submitted questions to all suppliers so that each is equally informed.

2.4 Proposal Methods

Suppliers must submit their response in the following method:

- a) By email to: scurran@mdf.org. The subject heading of the email shall be **Maine Forest Economy Growth Initiative Wood Energy Study RFP**. Only electronic copies are to be submitted in PDF format and Suppliers may submit multiple emails (suitably annotated – ex. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.
- b) **Size of emailed tender not to exceed 15MB.**

2.5 Proposal Requirements

This request for proposals represents the requirements for an open and competitive process under federal guidelines for procurement by competitive proposal. In competitive proposal procurement, the proposal that is most advantageous to the program is selected, considering both price and other factors.

Proposals will be received until 5 pm on October 20, 2017. Any proposals received after this date and time will not be considered. All proposals must be signed by an official agent or representative of the company submitting the proposal.

Proposals must include the timeframe for deliverables and overall completion of this project.

If the organization submitting the proposal must outsource or contract any work to meet the requirements herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposal must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracted work must include a name and description of the organizations being contracted. All costs included in the proposal must be itemized to include an explanation of all costs and fees.

Contract terms will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to legal review by MFPC's attorney and will include scope, budget, schedule, and other necessary items pertaining to the project.

Bidders must return a completed copy of form CD-512, available at http://ci.noaa.gov/sites/lci/Documents/Forms/funding_forms_CD-512.pdf with their bid.

2.6 Project Budget

All proposals must include proposed costs to complete the tasks described in the scope of work. All costs and fees must be clearly described in the proposal. Proposals should include a breakdown of cost and hours for each task of the scope of work.

2.7 Bidder Qualifications

Bidders should provide the following items as part of their proposal for consideration:

- Description of relevant experience
- List of full-time, part-time and contractor staff in your organization
- Examples of three previous similar projects successfully completed to the satisfaction of a client
- References for the three successful projects described above
- Anticipated personnel you will assign to this project (name, title, brief summary of their academic background and professional experience) and description of what their role in this project will be

2.8 Suppliers to inform themselves

The Committee has taken all reasonable care to ensure that the RFP is accurate; however the Committee gives no representation or warranty as to the accuracy or sufficiency of the contained information.

2.9 Costs of preparing the response

All costs relating to the preparation and submission of a response are the sole responsibility of the supplier. The Committee shall not pay the supplier, wholly or in part, for its response.

2.10 Confidentiality

Except as required for the preparation of a proposal, suppliers must not, without the Committee's prior written consent, disclose to any third party any of the contents of the RFP documents. Suppliers must ensure that their employees, consultants and agents also are bound and comply with this condition of confidentiality.

2.11 Acceptance of these Conditions

Suppliers, by submitting a response to this RFP, are deemed to have acknowledged and agreed to the conditions set out in this RFP.

Part 3. Proposal Evaluation

3.1 Proposal Evaluation Criteria

All proposals received in advance of the solicitation deadline will be evaluated based on the following criteria:

- Overall proposal suitability (20 points): Proposal must meet the scope and needs included here and be presented in a clear and organized manner
- Organizational experience (20 points): bidders will be evaluated on their experience as it pertains to the scope of this project
- Previous work (20 points): bidders will be evaluated on the examples of previous projects completed successfully and the references of past clients of these projects
- Value and cost (20 points): bidders will be evaluated on the cost of their analysis based on the work to be performed in accordance with the scope of this project
- Expertise and experience (20 points): bidders will be evaluated on the documentation of their staff's expertise and experience
- Additional consideration may be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources or accessibility to other resources to ensure successful project completion (10 points)

Non-response bids or proposals (i.e. those with material deficiencies, omissions, errors, or inconsistencies) will not be considered.

No contracts shall be made with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs. All necessary steps will be taken to solicit participation of locally-owned, minority-owned, female-owned and small businesses.

A contract will be made in writing to the proposal which is most advantageous to the program considering the evaluation criteria specified. This will be the finalist with the highest score assigned by the review committee.

Appendix: Maine Forest Products Council Non-Construction Federal Contracting Terms for the EDA Award

For all contracts:

General terms:

1. Language that allows the Maine Forest Products Council the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to): demonstrated lack of ability to perform the work specified, unwillingness to complete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with laws, failure to keep accurate and timely records of the job, or failure to make those records available to the Maine Forest Products Council (on request) or any other documented matter which could cause a hardship for the organization if a claim should arise or the work not be completed on schedule at the specified cost. Contracts shall specify the process for cancellation and the basis for settlement.
2. Provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions, sanctions, and penalties as may be appropriate.
3. Provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
4. Provision that the Maine Forest Products Council shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for audits, examinations, excerpts and transcriptions.

Specific Terms:

- A. Maine Forest Products Council is making this agreement utilizing funding awarded under project number 01-69-14749 from the Economic Development Agency of the United States Department of Commerce under its Economic Adjustment Assistance Program (CDFA 11.307). *Contractor* is considered a contractor under this Federal award.
- B. This agreement is subject to Subpart C of Title 2, Code of Federal Regulations (CFR), Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as well as the Department of Commerce's implementing regulations at 2 CFR 1326. *Contractor* warrants it and its principals are not currently disbarred, suspended, or otherwise restricted (including but not limited to inclusion on restricted foreign entities or terrorism watch lists) from accepting federal funds or funds from the State of Maine or any locality within the State of Maine. *Contractor* will adhere to the

requirements of 2 CFR 180 and 2 CFR 1326 in any subcontracts issued to complete this Agreement.

- C. *Contractor*, a non-Federal entity receiving a DOC financial assistance award must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, any other incorporated terms and conditions, and approved applications.”
- D. *Contractor* will comply with the provisions of the Fly America Act (49 U.S.C. § 40118) and it’s implementing regulations at 41 C.F.R. §§ 301-10.131 through 301-10.143.
- E. This agreement is NOT for construction and will NOT involve the employment of mechanics or laborers and is therefore exempt from the requirements of the Davis-Bacon Act and Related Acts.
- F. It is the intention of the parties that this work will NOT result in inventions or innovations that would be eligible for patents. In the event that appears possible, the parties will negotiate in good faith additional terms and adhere to the requirements of 37 CFR 401 and relevant regulations promulgated by the Department of Commerce.
- G. This work will NOT involve Human Subject Research as defined in 15 CFR Part 27 and will NOT involve research with vertebrate animals.
- H. The Copeland “Anti-Kickback” Act (18 U.S.C. § 874), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.
- I. *Contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus areas firms are used for subcontracts under this award when possible. The Minority Business Development Agency within the DOC will assist entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA's website at <http://www.mbda.gov>.
- J. *Contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Department of Commerce and the Regional Office of the Environmental Protection Agency (EPA).
- K. Pursuant to E.O. 13043 (62 FR 19217, 1997), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies

and programs when operating company-owned, rented, or personally owned vehicles.

- L. This agreement is subject to a pilot program for whistleblower protection in accordance with National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712).

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

For contracts greater than or equal to \$10,000:

General term: Must contain language allowing the Maine Forest Products Council to cancel for its convenience, and specify the mechanism for settlement.

For contracts greater than to equal to \$100,000:

Specific Terms:

- A. *Contractor* is subject to 31 U.S.C § 1352, as implemented at 15 C.F.R. Part 28, "New Restrictions on Lobbying." *Contractor* certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. *Contractor* shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying upon execution of this agreement. Additional Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. This provision must also flow-down to and apply to any subcontractors receiving \$100,000 or more.