

**REQUEST FOR APPLICATIONS**

**PUBLIC BUILDING  
WOOD TO ENERGY PROGRAM**

**STATE OF MAINE  
DEPARTMENT OF CONSERVATION  
MAINE FOREST SERVICE**



**October 29, 2009**

# REQUEST FOR APPLICATIONS

## PUBLIC BUILDING WOOD TO ENERGY PROGRAM

**1.0 Request Number: 200910535**

**2.0 Date Issued: October 29, 2009**

**3.0 Introduction**

**3.1 Background**

The American Recovery and Reinvestment Act of 2009 (ARRA) provides the State of Maine with economic stimulus funds for job creation and renewable energy development. The Maine Department of Conservation (Department) has been designated by the USDA Forest Service to receive that portion of Wood to Energy funding for which Maine is eligible. These are one-time funds, and will be spent or committed within two years. Working in conjunction with the Office of the Governor, Maine's State legislature, and the USDA Forest Service – Northeastern Area State & Private Forestry, the Department has determined that it may use approximately \$10 million of the ARRA funding for contracts to support new and far-reaching programs to convert public facilities in Maine to wood heat.

**3.2 Contracting Entity**

This program will be administered by the Maine Department of Conservation, Maine Forest Service (MFS). As used herein, the "Department" or "MFS" (used cumulatively or alternatively) shall refer at all times to the Maine Department of Conservation, Maine Forest Service.

The resulting contracts will take the form of a "State of Maine Agreement to Purchase Services." For a sample, see Appendix A.

**3.3 Program Description**

Through this Request for Applications (RFA), the MFS is seeking applicants for grants to assist with conversion of at least 15 public buildings to wood or dual-fuel heating. The program is open to all Maine public entities or parties with public buildings, including schools, hospitals, state, county, local and tribal governments.

The short-term goal of the Wood to Energy Program is to maintain jobs, reinstate jobs, or stimulate the creation of jobs through the State Forester, by conducting

and promoting wood to energy (Biomass) activities on non-federal lands to achieve healthy sustainable forests.

This opportunity consists of two alternatives, one for large projects likely to have multi-unit installations or even involve multiple structures, and the other for small projects, generally involving single-unit installations.

Depending on the response and grant amounts, the MFS may issue a second round of RFAs in 2010.

#### **4.0 Contact Person**

The MFS's designated contact for this RFA is as follows:

Mackenzi Keliher, Special Assistant to the Commissioner  
Department of Conservation  
22 State House Station, 18 Elkins Lane  
Augusta, Maine 04333  
Telephone (207) 287-4909  
[Mackenzi.keliher@maine.gov](mailto:Mackenzi.keliher@maine.gov)

Unless specifically authorized by The MFS, no other State official or employee is empowered to speak for The MFS about this RFA. Any Applicant seeking to obtain information, clarification, or interpretations from any other State official or employee is advised that such material is used at the Applicant's own risk. The MFS will not be bound by any such information, clarification, or interpretation.

#### **5.0 Application Schedule**

RFA Issued .....October 29, 2009  
Written Questions Due.....November 15, 2009  
Questions and Answers Posted ..... December 1, 2009  
Applications Due ..... January 5, 2009  
Second RFA Issued (tentative pending available funds) .....Spring 2010

It is the MFS's intent to make awards as soon after receiving applications as possible. All applicants will be notified of the award decision in writing via email as soon as the decision is made. The MFS reserves the right to modify this schedule at the MFS's discretion. Notification of changes will be posted on the MFS website and sent to all entities that request this RFA.

#### **6.0 Purpose of This Request for Applications**

The primary purpose of this program is to create jobs and promote economic recovery, particularly in those areas most affected by the recession in the state. The grant awards will include potential conversions in all of Maine with a preference given to Androscoggin, Aroostook, Franklin, Oxford, Penobscot, Piscataquis, Somerset, and Washington counties. For these counties, unemployment ranges from 8.0 to 13.8 percent. In addition to creating and maintaining jobs, this initiative will help reduce the state's dependency on foreign oil and help diversify and maintain existing markets for forest products, and promote sustainable forest management.

This program addresses many of the overarching goals of the ARRA legislation, including the following:

- preserve and create jobs,
- assist communities hurt in the recession,
- provide funding for infrastructure, and
- stabilize state and local governments.

In addition, this program meets the ARRA objectives of speed, transparency, accountability, efficiency and effectiveness.

Beyond ARRA's objectives, this initiative is also intended to enhance the benefits provided by sustainably-managed forests. The mission of the MFS is to "Protect and enhance Maine's forest resources to provide benefits for present and future generations of Maine people." By promoting third party certification on the lands which will provide biomass fuels, funds appropriated through the ARRA will enable MFS to implement wood to energy biomass projects directly related to accomplishing its mission, while at the same time furthering job creation, economic recovery, and other purposes of the ARRA. By enhancing the markets for wood, and hence, the returns to landowners, this initiative also addresses the state, regional and national priority of keeping forests as forests.

This work will provide multiple benefits for Maine and the nation's citizens (e.g., clean and abundant water) by enhancing forest vigor and resilience; and hence, reducing risks from insects, disease, and wildfires near communities. This investment will also accelerate Maine's transition to wood energy, not only directly through the projects it will fund, but also indirectly by familiarizing the public with the latest in wood to energy technologies.

The forests of Maine can clearly provide the raw materials to support this effort. A recent analysis by the MFS of the availability of additional biomass concluded that millions of additional tons are available from limbs and tops now left in the woods and other sources.

Another benefit of this project is that Maine's nearly 18 million acres of largely privately owned forest land support a multi-billion dollar forest products industry (FPI). Recent

assessments of the region suggest the FPI is undergoing a transformational change. Maine, once an undisputed world leader in pulp and paper production, now is in a struggle to remain competitive in the global market. Global economic forces have driven new investments in mills offshore. This initiative will assist in the effort to maintain our FPI infrastructure and jobs

This program outlines an aggressive initiative to convert at least 15 public buildings to wood or dual fuel heating. This effort will be initiated within 90-120 days of the award and result in the creation or retention of 200 jobs.

The engineering and construction phases of the conversion projects will obviously create jobs. The projects also will maintain or create new jobs for loggers, truckers and wood pellet manufacturers. Because the demand for fuel will persist after the projects are completed, these latter jobs will be sustained even after the stimulus funds have been expended. Beyond direct job creation, it is likely that the greatest benefit from the expenditure of stimulus dollars will come from fuel cost savings at the converted facilities, and this too is related to employment. As the cost of heating fuel oil has risen, schools and communities across Maine have calculated the conversion of teacher/employee salaries to gallons of fuel oil. To pay fuel costs, schools and communities are forced to reduce the number of teachers/employees. As has been clearly demonstrated by successes in converting to wood heat in other states, most notably Vermont (which has converted 33 public schools to wood heat), the conversion to wood energy will ease the strain on local budgets – thus saving teacher's jobs.

## **7.0 Program Requirements**

This program is open to a wide range of applicants and technologies provided they are using wood-based fuel, preferably wood pellets or wood chips, or are dual-fuel alternatives using wood as one of the fuels. To facilitate application and grant award to a full range of project sizes, the MFS is offering two alternative application methods: Standard and Complex Projects. Key features of the two options are presented in Table 7-1. Standard and Complex projects are defined in greater detail in section 8.1.

**Table 7-1  
Standard and Custom Project Matrix**

	Standard Projects	Custom Projects
Definition	Small, Non-Complex	Large, Complex
Purpose	Fund conversion of existing fossil fuel systems in public buildings to wood fuels.	Fund conversion of larger fossil fuel systems to wood fuel systems in larger public facilities.
Grant Award	Up to \$25,000	Up to \$750,000
Award Criteria	Competitive	Competitive
Application	Application form, see Appendix B. See Subsection 8.1.	Application form, see Appendix B, plus detailed application. See Subsection 8.2.

Heightened accountability for all ARRA funds is a very important part of this program. The program will require strong management and oversight, and will entail significant reporting, quality control and data management requirements. These requirements are included in the sample contract contained in Appendix A. Also included in the sample contract is a Certification Regarding Debarment, Suspension and Other Responsibility Matters which must be signed and included in all subrecipient contracts and agreements over \$25,000.

Under this agreement, the Parties are committed to accomplishing the following portion of the objectives described in the Grant Application (“Attachment B”):

- 1) To successfully construct and operate a turn-key boiler heating system that uses woody-biomass for fuel.
- 2) To maintain and operate the system for a period of ten years.
- 3) To annually report to the Department for a period of five years on wood usage, wood cost, and energy cost savings compared to current heating methods. Specific activities eligible for reimbursement under this agreement are only those necessary to achieve the above objectives and are included in the approach section of the attached Grant Application (“Attachment B”). Generally, activities eligible for funding under this agreement include those necessary to fulfill construction and initial operation of a fuels conversion project. The Sub-recipient will provide the Department with interim reports detailing accomplishments achieved by project, task, and associated expenditures in a form and method specified by the Department. The Sub-recipient will submit these reports to the Department no later than 30 days after the annual anniversary of the commencement date. The Sub-recipient will provide the Department with a final report detailing accomplishments achieved by project, task, and associated expenditures in a form and method specified by the Department. The Sub-recipient will submit this report to the Department no later than 60 days after the expiration date.

The successful applicant will be responsible for all aspects of program delivery, working in close coordination with a representative of the Department of Conservation and the Maine Forest Service.

**Audit Requirements:** Audit requirements for Federal award recipients are defined in OMB Circular A-133, Audits of States, Local Governments, and Non -Profit Organizations. Organizations spending less than \$500,000 a year are not required to have an annual audit for that year but must make their grant related records available to State officials for review. Any grant recipient spending \$500,000 or more in federal dollars must send that year's audit report to The Maine Forest Service for their review. If a grant is closed out without an audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

### **7.1 Eligible Entities**

The Wood to Energy Program is open to all Maine public entities including municipalities, school districts, hospitals and state universities or public colleges. Projects fully-funded by the owner at the time of application are not eligible for this program. All applications must include a recipient DUNS number. For information on how to obtain a DUNS number please go to <http://fedgov.dnb.com/webform>.

### **7.2 Eligible Activities**

Applicants desiring to replace existing fossil fuel heating systems with wood fuel or dual-fuel systems are eligible for this program. Examples of activities which fit into the Standard and Custom Project options are listed in the following paragraphs:

**Standard Project Examples:** Smaller conversions to wood based systems such as a small pellet boiler or furnace or appropriately-sized wood pellet stove. Generally, these systems will be less than 200,000 BTU's and serve a smaller facility.

**Custom Project Examples:** Systems in this category will typically be larger systems in excess of 200,000 BTU's installed in larger facilities or serving multiple building such as heating several dorms on a college campus.

## **8.0 Application Requirements**

The procedures and requirements for applying for grants under the Wood to Energy Program are described in the following subsections.

## 8.1 Standard Project Grant Application Procedure

The Standard Project option is for applicants who would like to convert a simple fossil fuel heating unit to a wood fuel unit. These projects are generally relatively small and simple single-unit installations using “off-the-shelf” products and minimal custom engineering. Applicants using this option will complete only the application form provided in Appendix B.

## 8.2 Custom Project Grant Application Procedure

Custom Projects in the Wood to Energy Program include larger and/or more complex systems installed in larger or multi-unit facilities. Custom Projects generally require more complex engineering design and planning than simple, Standard Projects.

Custom Project applicants must complete the application form provided in Appendix B. In addition, they must provide additional details about the project in a separate application document. Applications must present a concise yet complete description of the proposed project and the applicant’s capabilities for satisfying the requirements outlined in this RFA. The application must be type-written and not exceed twenty (20) numbered pages. The application must include the following information, presented in the order requested herein:

**A. Project Description:** A very brief narrative description of the proposed project which includes, at a minimum, the following information:

- Name of applicant and facility or facilities proposed.
- Equipment on site, planned equipment purchases, potential vendors, price information, status of equipment availability.
- Building and current system description (e.g., type, age, condition) and building uses.

**B. Energy, Economic & Community Benefits:** A narrative description regarding how the proposed project positively impacts energy and economic savings and benefits the community, county or region:

- **Geographic location of the project, city/town and county, note the preference given to Counties with unemployment rates over 8% as published by the Bureau of Labor Standards at <http://www.maine.gov/labor/lmis/data/laus/Excel/September%202009%20County%20labor%20force%20estimates%20Web.xls>. At the time of RFA release this is determined to include the counties of Androscoggin, Aroostook, Franklin, Oxford, Penobscot, Piscataquis, Somerset, and Washington.**

- Further explanation of how the project would positively impact the listed county, if applicable.
- **Sectors and population served and specifically the percentage of the population benefited by proposed project.**
- **Project value and/or benefit to the local community.**
  - Economic and community value of the plan for use of savings from reduced energy costs.
- **Gallons of fuel oil displaced resulting in energy savings.**
- **Description of community/district heating components and buildings, communities and populations served, if applicable.**
- **Jobs created and jobs retained.**

For the purposes of this program, economic impact will primarily be measured by the creation and or retention of jobs (full-time equivalents or FTE's) resulting from the proposed project. The MFS will consider the adequacy of the methodology for providing estimates.

The overall impact of proposed projects will be evaluated by considering the following benefits. Please describe:

- The number and type of new jobs (FTE's) directly created or retained within the first year of the project. (Please provide Rationale)
- The number and type of long-term jobs (FTE's) (i.e., lasting more than five years) created by the project. (Please provide Rationale)
- Demonstration of sustainable living wages for the jobs created or retained.
- Any additional information on the overall economic impact of the project through job creation.

Consideration and priority will be given to projects that create the greatest number of jobs within the first year of the project and projects that create long-term sustainable jobs. Projects that fail to create jobs and/or demonstrate job creation resulted from the proposed project will not be considered.

**C. Project Design, Fuel & Feasibility:** Provide the following detailed information and documentation on the proposed wood fuel or dual-fuel system:

- **Description of proposed new system including fuel type and source(s).**
  - Anticipated supplier of fuel and percent of the fuel supply that will come from certified sources to include wood certified under Maine Tree Farm, Sustainable Forestry Initiative and Forest Stewardship Council, and/or Master Logger with a harvest plan.
  - If unable procure a certified source of fuel please explain.
- **Evidence of community support.**
  - Commitment of the community, including voters and municipal officials as applicable.

- **Overall technical feasibility of the project.** Specific items relating to feasibility may include, but are not limited to:
  - Space considerations for the new system and how will those be addressed (i.e. additional space required for chip storage).
  - Site drawing that shows the appliance as well as fuel storage and delivery locations.
  - The current method of heat distribution and whether the distribution system will be upgraded.
  - Name of installation contractor, including solid fuel license number.
  - Provide a brief signed statement from the engineer or contractor regarding his/her assessment of the overall feasibility of the project.
  - If the project will be partially funded by sub-recipient, please provide a letter from the lending entity guaranteeing funding.
  - List of any approvals and certifications granted on equipment to be installed and a list of any others needed but not yet granted.
  - The name of the service maintenance provider.
  - Submit copies of any operation manuals for proposed system.
  - Provide heat load calculations for the facility.
  - Provide emissions data on the proposed system and documentation that the replacement system meets or exceeds applicable Environmental Protection Administration (EPA) emission standards available at the time of application. See additional details below.
- Although, projects will not be scored based on the potential for replication in other communities, please describe if applicable.
- **Assessment and description of “project-readiness”, including a timeline and evidence that additional funding, designs, permits and approvals are in place and construction will begin within 120 days of the award.**

For the purposes of this program “project readiness” is consistent with the intent of all American Reinvestment and Recovery Act funds and programs. Projects will be assessed on their ability to create jobs in the near term. Applicants must demonstrate their ability to commence the project within 120 days and furnish a detailed project schedule, including a chart showing project milestones. In addition, applicants must submit copies of all applicable permits, design information and evidence community support. (Note: the award payment schedule will be based on completion of major milestones as outlined in this schedule.)

**Projects unable to demonstrate feasibility and “readiness” will not be considered.**

In addition, proposals must include a preliminary evaluation of any environmental issues and, for projects that may require preparation of an environmental assessment (EA) or environmental impact statement (EIS) pursuant to the National Environmental Policy Act (NEPA), describe the strategies to begin

implementation of the project while complying with NEPA and other environmental requirements (e.g., obtaining permits and other government approvals).

**D. Cost Effectiveness:** Applicants should provide a statement of economic viability and the following project-specific information:

- The total cost of the project and the requested grant amount.
- The amounts of funds leveraged from other funding sources.
  - Note that an indicator of feasibility, as listed above, includes a letter from the lending entity guaranteeing funding if the project will be partially funded by sub-recipient
- Percent of public funding in the building operational budget of umbrella agency.
- Amount of funds allocated to indirect costs.

If a third party, (i.e., a party other than the organization submitting the application) proposes to provide all or part of the required cost sharing, the applicant must include a letter from the third party stating that it is committed to providing a specific minimum dollar amount of cost sharing and demonstrating its ability to do so. The letter should also identify the proposed cost sharing (e.g., cash, services, and/or property) to be contributed. Letters must be signed by the person authorized to commit the expenditure of funds by the entity.

### **8.3 Additional Requirements Standard & Custom Applications**

Letters of support from other organizations (i.e., not project partners) interested in lending their support to the worthiness of the project will not be considered and should not be included as part of the application.

In the event a proposal does not respond to one or more of the criteria, please indicate the reason why the criteria could not be addressed. Proposals should also address any anticipated risks, difficulties and/or problems in performing to these criteria, along with potential approaches for their minimization and resolution. This is especially relevant to any discussion of meeting specific performance criteria and goals.

All applications that substantially meet the application requirements will be accepted and reviewed. Applications that are not substantially complete upon submission will be returned to the applicant. The MFS reserves the right to reject the applications of any applicant that fails to comply with procedures in this RFA and reserves the right to waive immaterial defects or minor irregularities in any submitted application.

## 9.0 Submittal Instructions

To be considered for review, applications must follow the instructions described in the following subsections.

### 9.1 Standard Project Applications

Applicants using the Standard Project option must complete the form included in Appendix B and follow the general requirements presented in Subsection 8.3 and Subsection 9.3.

### 9.2 Custom Project Applications

Applicants using the Custom Projects option must complete the application form (Appendix B) and the proposal cover page (Appendix C). In addition, they must prepare a narrative application that includes the sections described in Subsection 8.2 and Subsection 8.3. The narrative application must be type-written, double sided, and not more than 20 pages in length, exclusive of the cover page but inclusive of all personnel resumes and any other supporting materials. Please do not send binders.

### 9.3 Other Submittal Requirements

The following requirements apply to both Standard and Custom Projects applications:

- Submit six (6) copies of the application plus one (1) electronic copy on disc in Microsoft Word format, all clearly marked as follows:

RFA # 200910535  
REQUEST FOR APPLICATIONS

PUBLIC BUILDING  
WOOD TO ENERGY PROGRAM

- Applications must be delivered to the Division of Purchases, Burton M. Cross State Office Building, 111 Sewall Street, 4<sup>th</sup> Floor, 9 State House Station, Augusta ME 04333-0009, no later than 2:00 p.m. local time on January 5, 2009. Please note that only applications actually received and date stamped at the 4<sup>th</sup> floor of the Burton M. Cross State Office Building prior to the stated time will be considered; bidders submitting applications by mail are responsible for allowing adequate time for delivery. Applications received after 2:00 p.m. deadline will be rejected, without exception.
- Incomplete applications and those that do not meet these requirements will be returned without further review.

#### **9.4 Public Disclosure of RFA Process**

All submissions by applicants will be considered public documents subject to Maine's Freedom of Access laws (1 M.R.S.A. § 401 et seq.). As such, The MFS cannot ensure that any confidential business information submitted as part of the application will not be subject to public disclosure. Confirm your understanding of this requirement by including the following statement in your application: "I understand that my application and any associated materials will be available for public view following the grant award."

#### **9.5 Questions**

Applicants should direct written questions by email to Mackenzi Keliher at [Mackenzi.Keliher@maine.gov](mailto:Mackenzi.Keliher@maine.gov) or by regular, first class mail to Mackenzi Keliher, Special Assistant to the Commissioner, Department of Conservation, 22 State House Station, 18 Elkins Lane, Augusta, ME 04333-0022. All persons requesting this RFA will receive copies of responses to relevant questions raised by other persons. The deadline for written questions is November 15, 2009. Only written answers will govern the RFA process.

### **10.0 Evaluation Process**

Both Standard and Custom Project applications will be evaluated on a competitive basis.

Regardless of category, applications will be scored on a scale from 0 to 100 points, following the maximum points available for each category as presented in Table 10-1. To assure that applications are scored correctly, it will be in the best interest of the applicant to provide clear and succinct information on all the scoring categories and sub-categories shown in the table.

Because the primary focus of the Wood to Energy Program is economic stimulus, primarily through job creation and retention especially in the most economically depressed counties in Maine, the Energy and Economic Benefits category is valued higher than the other evaluation categories at 50 points. Within this category, projects projecting the greatest benefits will be awarded a higher number of points. For example, projects with significant job creation and retention and measurable energy savings in the counties with over 8% unemployment rates will be scored higher than projects that provide significant energy savings but do not create jobs or are in counties other than those listed above. Note: projects including heat and power systems will be rated higher than heat-only projects.

Project Feasibility will be awarded up to 20 points based on the two criteria presented in Table 10-1. Applications for permitted projects or those already in the permitting process and with community support will be scored higher than those that are new ideas that have

yet to be planned. The third category, Cost Effectiveness, is worth up to 30 points. Projects with large energy and cost savings benefits relative to the overall investment will be scored highly. In addition, projects with a high ratio of applicant funding to the requested grant award amount will also be preferred.

**Table 10-1  
Custom Projects Scoring Rubric**

CUSTOM PROJECTS SCORING CATEGORY	MAXIMUM AVAILABLE POINTS
<p><b>Energy, Economic and Community Benefits</b></p> <ul style="list-style-type: none"> <li>• geographic location of the project, city/town &amp; county</li> <li>• percentage of the population to benefit from the proposed project in the area served</li> <li>• economic value and community benefit for the planned use of savings from reduced energy costs</li> <li>• jobs created or retained</li> <li>• gallons of fuel oil displaced and savings</li> <li>• community and district heating project components and buildings, communities and/or populations served</li> </ul>	50
<p>Project Fuel, Design &amp; Feasibility</p> <ul style="list-style-type: none"> <li>• identified fuel source and what percentage comes from a certified source, as defined in Subsection 8.2 C</li> <li>• evidence of community support and commitment of the community</li> </ul> <p>Note: Projects unable to demonstrate feasibility and project readiness will not be considered.</p>	20
<p>Cost Effectiveness &amp; Partnership</p> <p>Consideration will be given to the amount of funds the applicant already has to devote to the completion of the project.</p> <ul style="list-style-type: none"> <li>• total project costs as a ratio to the total grant request</li> <li>• percentage of public funding in the building operation budget of the umbrella organization</li> </ul>	30
Total	100

## **11.0 Grant Award**

### **11.1 Contract**

The resulting grant will take the form of a “State of Maine Agreement to Purchase Services.” For a sample, see Appendix A. Details may vary slightly and will be negotiated by the MFS and the grantee. The MFS will not entertain the use of an applicant’s written contract.

### **11.2 Award Decisions**

The review team will provide notes from the evaluation process to the MFS State Forester with an award recommendation. The final award decision will be made by the State Forester and will be communicated to the applicant in writing via email. The decision may also be announced by the MFS in a press release.

The MFS reserves the right to reject any application that in its sole determination does not meet the requirements and specifications of this RFA, the MFS’s rules, Maine law, the requirements of the ARRA and the USDA Forest Service, or generally accepted practices.

The MFS may seek clarifications of Applicants’ applications, including inviting any, or all, Applicants to a face-to-face meeting. The MFS may award a grant based on the applications received, without discussion, or may conduct limited discussion or negotiations. The MFS may issue amendments to this RFA or withdraw the RFA entirely. The MFS may make partial awards or make revisions to the caps and/or the number of awards. The MFS intends to award all the available funds, but reserves the discretion to award less than the total if merited by the circumstances.

Awards will be made in the form of reimbursements to the subrecipients according a timeline predetermined by the MFS and the subrecipients.

### **11.3 Limitations**

This solicitation does not commit the MFS to award a grant, to pay any costs incurred in preparing an application or providing oral or written clarification of its contents, or to procure or contract for services or supplies.

### **11.4 Reporting Requirements**

Significant reporting requirements apply to these funding opportunities. Applicants receiving awards will be required to submit, at a minimum, quarterly financial and narrative reports on project progress in electronic format to the

MFS. These reporting requirements will be strictly enforced so that the MFS may comply with federal reporting requirements. The grantee should be prepared to keep rolling records so as to be able to provide up-to-date information upon request. Any entity that cannot commit to filing the necessary reports will not be considered for an award. More information on reporting requirements will be provided at the time of an award.

### **11.5 Suspension or Revocation of Grants**

Because an important goal of the Wood to Energy Program is economic benefit through job creation, it is imperative that grantees are prepared to begin work quickly after award and to follow through with timely installation of new equipment. As such, the MFS reserves the right to suspend or revoke payments to grantees that do not show rapid project progress. Grantees unable or unwilling to commence work within 180 days and complete installation of new wood fuel equipment within 365 days of award may be terminated from the grant program and asked to repay all awards made to date.

### **11.6 Other Terms and Conditions**

The following further ARRA special terms and conditions, also included in the sample contract in Appendix A, may apply as well:

- reporting, tracking and segregation of incurred costs;
- reporting on job creation and preservation;
- publication of information on the Internet;
- access to records by Inspectors General and the Government Accountability Office;
- prohibition on use of funds for gambling establishments, aquariums, zoos, golf courses or swimming pools;
- ensuring that iron, steel and manufactured goods are produced in the United States;
- ensuring wage rates that are comparable to those prevailing on projects of a similar character as required by the Davis-Bacon Act;
- protecting whistleblowers and requiring prompt referral of evidence of a false claim to an appropriate inspector general; and
- certification and registration.

These special terms and conditions will be based on provisions included in Titles XV and XVI of the Act. These Special Provisions may be reviewed at [http://management.energy.gov/business\\_doe/business\\_forms.htm](http://management.energy.gov/business_doe/business_forms.htm).

**APPENDIX A**  
**STANDARD AGREEMENT FORM FOR ARRA PROJECTS**

STATE OF MAINE  
DEPARTMENT OF \_\_\_\_\_  
American Recovery and Reinvestment Act (ARRA)  
Agreement to Purchase Services

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is by and between the State of Maine, \_\_\_\_\_, hereinafter called "Department," and \_\_\_\_\_, located at \_\_\_\_\_, telephone number \_\_\_\_\_, hereinafter called "Provider", for the period of \_\_\_\_\_ to \_\_\_\_\_.

The AdvantageME Vendor/Customer number of the Provider is \_\_\_\_\_

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C – Exceptions to Rider B
- Rider D, E, and/or F – (At Department’s Discretion)
- Rider G – Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in \_\_\_\_\_ original copies.

DEPARTMENT OF \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title, Department Representative

and

By: \_\_\_\_\_  
Name and Title, Provider Representative

Total Agreement Amount: \$ \_\_\_\_\_

Approved: \_\_\_\_\_  
Chair, State Purchases Review Committee  
BP54 (Rev 9/07)



AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING MATRIX

A.	STATE GENERAL FUNDS	\$ _____
B.	FEDERAL FUNDS	\$ _____
C.	FEDERAL ARRA STIMULUS FUNDS	\$ _____
E.	OTHER FUNDS	\$ _____
	AGREEMENT TOTAL	\$ _____

Note: This section must be filled out by the awarding agency or department.

RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

**RIDER B**  
METHOD OF PAYMENT AND OTHER PROVISIONS  
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

1. AGREEMENT AMOUNT    \$ \_\_\_\_\_

2. INVOICES AND PAYMENTS        The Department will pay the Provider as follows:

Requests for reimbursement or payment of eligible expenditures by the Sub-recipient will be made by submission of invoices along with necessary supporting documents to the Department contact designated in this Section in a form and method specified by the Department. Before reimbursement or payment is made for actual costs, the Department shall review each request and verify that the Sub-recipient has made the expenditure(s).

The Sub-recipient must be registered to accept Electronic Funds Transfers (EFT) within the State of Maine accounting system. All reimbursements will be made by the Department in a timely fashion via EFT only after receiving and improving invoices and necessary supporting documents.

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Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. BENEFITS AND DEDUCTIONS    If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. INDEPENDENT CAPACITY        In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. DEPARTMENT'S REPRESENTATIVE    The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to

ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. AGREEMENT ADMINISTRATOR All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

This individual is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. CHANGES IN THE WORK The Department may order changes in the work, the Agreement amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. SUBCONTRACTING AND ASSIGNMENT. The Provider shall not assign or otherwise transfer or dispose of its right, title and interest in this Agreement without the express written consent of the Department. The Provider shall not subcontract, or make a sub-grant for, all or any portion of the work to be performed under this Agreement without the express written consent of the Department. The consent of the Department to any assignment or subcontract or sub-grant shall not relieve the Provider of its responsibility for performance of the work. The Provider shall include in any subcontract or sub-grant the terms of this Agreement set forth in Sections 1 to 36.

9. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

- c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, and Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- h. The Provider shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to providers of Federal financial assistance.

10. EMPLOYMENT AND PERSONNEL The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. STATE EMPLOYEES NOT TO BENEFIT No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the

Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. WARRANTY The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. RECORD RETENTION AND INSPECTION. The Provider shall retain during the term of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (“MAAP”) rules all records, in whatever form, that directly pertain to, and involve the work to be performed under this Agreement. The Provider shall permit the Department or any authorized representative of the State of Maine, and the United State Controller General or his representative or

the appropriate inspector general appointed under Section 3or 8G of the Inspector General Act of 1998 or his representative (a) to examine such records; and (b) to interview any officer or employee of the Provider or any of its subcontractors or sub-grantees regarding the work performed under this Agreement. The Provider shall furnish copies of such records upon request. The Provider shall include in any subcontract or sub-grant the provisions of this Section 14.

14. TERMINATION The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

15. GOVERNMENTAL REQUIREMENTS The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

16. GOVERNING LAW This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

17. STATE HELD HARMLESS The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as “person”) providing work, services, materials, equipment or

supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

18. NOTICE OF CLAIMS The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

19. APPROVAL This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

20. LIABILITY INSURANCE The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

21. NON-APPROPRIATION Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

22. SEVERABILITY The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

23. INTEGRATION All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

24. FORCE MAJEURE The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation

excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

25. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

26. **WHISTLEBLOWER PROTECTIONS**

a. Section 1553 of Title XV of Division A of the ARRA prohibits all non-federal providers of American Recovery and Reinvestment Act (ARRA) funds, including the State of Maine, and all contractors and grantees of the State of Maine, from discharging, demoting or otherwise discriminating against an employee for

disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority

related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The Provider must post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

b. This term must be included in all subcontracts or sub-grants involving the use of funds made available under the ARRA.

The State of Maine is committed to ensuring that American Recovery and Reinvestment Act funds are used for authorized purposes without fraud, waste, error, or abuse. Any individual with direct knowledge that Recovery Funds are being misused, whether by fraud, waste, error, and/or abuse in the application and utilization of these funds, should report their observations to the ARRA Fraud Hotline at 1-866-224-3033 or by email to [ARRA.Hotline@Maine.gov](mailto:ARRA.Hotline@Maine.gov).

27. **WAGE REQUIREMENTS** All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606). The Secretary of Labor's determination regarding the prevailing wages applicable in Maine is available at <http://www.gpo.gov/davisbacon/me.html>.

28. **REPORTING REQUIREMENT** Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of Division A, Title XV of the ARRA. It is imperative all contracts involving the use of ARRA funds include requirements that the Provider supply the State with the necessary information to submit these reports to the federal government in a timely manner. More detail will follow regarding the timing and submission of reports. The Provider's failure to provide complete, accurate and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this contract upon 30

days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

29. AVAILABILITY OF FUNDING The Provider acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 will not be continued with state financed appropriations once the temporary federal funds are expended.

30. FALSE CLAIMS ACT The Provider shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

31. CONFLICTING REQUIREMENTS If the ARRA requirements conflict with State of Maine requirements, then ARRA requirements control.

32. COMPETITIVE FIXED PRICE CONTRACTS The Provider, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with Recovery Act funds as fixed-price contracts through the use of competitive procedures.

33. SEGREGATION OF FUNDS The Provider shall segregate obligations and expenditures of Recover Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

34. JOB POSTING The Provider will post any jobs that it creates or seeks to fill as a result of this agreement. Providers will post to Maine Career Centers (<http://www.mainecareercenter.com>) notwithstanding any other posting they might make. Any advertisements posted by the provider for positions pursuant to this contract must indicate the position is funded with ARRA funds.

35. BUY AMERICAN REQUIREMENT – The provider acknowledges and agrees that:

- a. The Buy American provision in Section 1605 of Division A, Title XVI of the ARRA requires that all “iron, steel and manufactured goods used in the construction, alteration, maintenance or repair of a “public building or public work funded in whole or in part by funds made available under the ARRA be “produced in the United States,” unless this requirement is waived by the appropriate federal agency.
- b. Iron and steel are “produced in the United States” if all of the manufacturing processes, except metallurgic processes involving refinement of steel additives, take place in the United States. Iron or steel used as components or subcomponents of manufactured goods used in an ARRA-funded project; however, do not have to be “produced in the United States.” Manufactured goods are “produced in the United States” if the manufacturing occurs in the United States (there is no requirement about the origin of the components or subcomponents of the manufactured goods).
- c. The Buy American requirement may be waived by federal agencies in the following circumstances only: (1) application of the Buy American requirement would be inconsistent with the public interest: (2) iron, steel and the relevant manufactured goods are not produced in the

United States in sufficient and reasonably available quantities and of a satisfactory quality: (3) or inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

- d. As used in this Section, “steel” means any alloy that includes at least 50 percent iron, between .02 and 2 percent carbons, and may include other elements. “Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been – (1) processed into a specific form and shape; or (2) combined with other raw material that has different properties than the properties of individual raw materials. “Public building or public work” means a public building of, and a public work of, the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State regional or interstate entities which have governmental functions).
- e. On April 23, 2009 the Office of Management and Budget (OMB) issued Interim Final Guidance for several aspects of ARRA, including the Buy American Requirement under section 1605. The full text of this guidance is at <http://edocket.access.gpo.gov/2009/pdf/E9-9073.pdf>. 2 CFR 176 will be incorporated as award terms of ARRA grants.

36. **RECOVERY ACT LOGO** The Provider is receiving funding under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Any product or service resulting from this award shall display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment made available from the USDA Forest Service. Specifications for the signing can be found at “*Sign Layout Details for Non-Road Projects*” at:

<http://www.recovery.gov/?q=content/president-and-vice-president-unveil-new-recovery-emblem-download-available>

37. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C  
EXCEPTIONS TO RIDER B

RIDER D

Not Required: For use at Department's Discretion

**Vendor Name:** \_\_\_\_\_ **PO #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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Certification Regarding  
Debarment, Suspension and Other Responsibility Matters  
Primary covered Transactions

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This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principles:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title, Authorized Representative

\_\_\_\_\_  
Signature

## Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with The Department of Conservation determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the The Department of Conservation determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, The Department of Conservation may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to The Department of Conservation if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact The Department of Conservation for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by The Department of Conservation.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” provided by The Department of Conservation, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, The Department of Conservation may terminate this transaction for cause or default.

## RIDER E

Not Required: For use at Department's Discretion

## ARRA REQUIREMENTS

The Sub-recipient agrees to comply with all ARRA requirements including, but not limited to, the following:

In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investment needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients receiving funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparalleled scrutiny, with specific distribution and reporting requirements by the federal government and the State of Maine.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds through this contract, each Grantee assures that it and its sub-recipient(s) will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of Maine for compliance with ARRA and other related federal and state laws. Further, it is understood that this agreement is subject to all applicable terms and conditions of ARRA. Each Grantee specifically assures that it and its sub-recipient(s) will comply with all such MDC Sub-recipient Agreement for US Forest Service Administered ARRA Funds Page 4 of 11 requirements as published at any time during the contract period in order to allow for the accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

ARRA, §1512, referred to as the Jobs Accountability Act, sets forth certain reporting requirements that the State of Maine must comply with and submit to the federal government no later than ten (10) days after the end of each calendar quarter beginning July 10, 2009. Accordingly, the Grantee assures that it and its sub-recipient(s), through the Grantee, shall submit the following information in a timely manner to the State of Maine, Department of Conservation, no later than 5 days after the end of each calendar quarter, beginning on March 31, 2010:

- (1) The total amount of ARRA funds the recipient received from the State of Maine;
- (2) The dollar amount of ARRA Funds that were expended or obligated for each project or activity;
- (3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - the name of the project or activity;
  - a description of the project or activity;
  - an evaluation of the completion status of the project or activity;
  - an estimate of the number of jobs created and the number of jobs retained by the project or activity; and

- for infrastructure investments, the purpose, total cost, and rationale for funding the infrastructure investment with funds made available under ARRA, and the name of the person to contact if there are concerns with the infrastructure investment;

(4) Detailed information on any subcontracts or sub-grants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282, hereafter referred to as the “Transparency Act”), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget; and (5) A 2008 amendment to the Transparency Act called the “Government Funding Transparency Act of 2008” (Public Law 110-252) added a requirement to collect compensation information on certain chief executive officers (CEOs) of the recipient and sub-recipient entity. Accordingly, the Grantee assures that it and its sub-recipient(s) shall report required information under the Transparency Act, including, but not limited to:

- The name of the entity receiving the award;
  - The amount of the award;
  - The transaction type;
  - The funding agency;
  - The Catalog of Federal Domestic Assistance number;
  - The program source;
  - The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
- MDC Sub-recipient Agreement for US Forest Service Administered ARRA Funds Page 5 of 11
- The location of the primary place of performance under the award, including four data elements the city, State, Congressional district, and country;
  - A unique identifier of the entity receiving the award;
  - A unique identifier for the parent entity for the recipient, should the recipient be owned by another entity; and
  - The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards. Standard data elements and federal instructions for use in complying with reporting requirements under §1512, ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

## ACCOUNTS, AUDITS AND RECORDS

In compliance with 43 CFR 12.82, the Sub-recipient agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Sub-recipient Agreement (collectively “Records”) to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. This section applies to all financial and programmatic records, supporting documents, inventory, statistical records and other records of the Sub-recipient that are:

1. Required to be maintained by the US Forest Service program regulations, the grant award or,
2. Otherwise reasonably considered as pertinent to the US Forest Service program regulations or the grant award.

Except as otherwise provided, records must be retained for three years from the starting date established as follows:

1. General. The retention period starts on the day the Department submits to the US Forest Service its single or last expenditure Financial Status Report. If Financial Status Report has been waived, the retention period starts on the day the report would have been due.

2. Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the US Forest Service. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

MDC Sub-recipient Agreement for US Forest Service Administered ARRA Funds Page 6 of 11 To avoid duplicate recordkeeping, the US Forest Service may make special arrangements with the Sub-recipient to retain any records which are continuously needed for joint use. The US Forest Service will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the US Forest Service, the 3- year retention requirement is not applicable to the Sub-recipient. The Department, US Forest Service, the Comptroller General of the United States or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Sub-recipient that are pertinent to the federal award, in order to make audits, examinations, excerpts and transcripts.

The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to the Records unless required by Federal, State or local law. The Sub-recipient is not required to permit public access to their records. If the Department or US Forest Service disallow any costs claimed by the Sub-recipient related to this Sub-recipient Agreement, the Sub-recipient shall be responsible for reimbursing the Department for any of those costs related to the work the Sub-recipient has performed. If the Sub-recipient expends more than \$500,000 in U.S. Federal funds during its fiscal year, it will perform a single audit in accordance with OMB Circular A-133. A copy of the audit will be provided within six months after the Sub-recipient's fiscal year-end to the Department.

The provisions of this Section shall survive the expiration of this Sub-recipient Agreement.

RIDER F

Not Required: For use at Department's Discretion

**RIDER G**  
**IDENTIFICATION OF COUNTRY**  
**IN WHICH CONTRACTED WORK WILL BE PERFORMED**

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: \_\_\_\_\_
- Other. Please identify country: \_\_\_\_\_

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

**APPENDIX B**

**PROJECT APPLICATION FORM**

# PUBLIC BUILDING WOOD TO ENERGY APPLICATION

**Standard Project**

**Custom Project**

<b>Contact Information</b>		
Applicant Primary Contact Name:		
Title:	E-mail:	
Organization:	Phone:	
Address:	Fax:	
	Web Site:	
City/Town:	State:	Zip:
Alternate Contact Name:		
Title:	E-mail:	
Organization:	Phone:	
Address:	Fax:	
	Web Site:	
City/Town:	State:	Zip:
County:		
<b>Project Description &amp; Facility Information</b>		
Facility or Facilities Name:		
Managing Organization:		
Applicant DUNS number:		
Project Location: (Street Address, City/Town, County)		
Facility Type:		
Facility Uses:		
Age of Facility or Facilities:		
Weatherization Efforts Undertaken at Facility or Facilities:		
Type of conversion (i.e. oil boiler to pellet boiler):		
<input type="checkbox"/> System replacement? <span style="margin-left: 200px;"><input type="checkbox"/> Supplement to Current System?</span>		
Age of current system:		
New system manufacturer:		
Efficiency Rating of New System:		
Additional Information Regarding Need for System Replacement:		

Applicant:  
Date:

<b>Energy, Economic and Community Benefits</b>
Anticipated economic impact to the Community, and rim county if applicable:
Percentage of the population to benefit from the proposed project in the area served:
Economic Value and Community Benefit for the Planned Use of Savings from Reduced Energy Costs:
Estimated gallons of fuel oil to be displaced and cost savings:
Community Support/District Heating Project Impact:
Number of Jobs Created (Full-Time Equivalents): (Please include Rationale)
Number of Jobs Retained (Full-Time Equivalents): (Please include Rationale)
Additional Job Creation/Retention information: (Please include Rationale)
<b>Project Fuel, Design &amp; Feasibility</b>
Fuel Supplier and Estimated Percentage of Fuel Supply from certified sources, including wood certified under Maine Tree Farm, Sustainable Forestry Initiative, and Forest Stewardship Council and/or a Master Logger with a Harvest Plan:
Evidence of Community Support, such as Voter, Town Council or School Board Approval:
<b>Cost Effectiveness &amp; Partnerships:</b>
Total Grant Request:
Total Project Costs as a Ratio of the total Grant Request:
Percent of Public Funding in the Building Operational Budget of Umbrella Agency:

Applicant:  
Date:

**Project Summary**

Describe in detail the conversion you wish to accomplish. Provide documentation relative to job creation, the feasibility and the shovel readiness of the project, including any necessary permitting or approvals necessary to initiate your project upon award of funding. (Standard projects should limit this narrative to 2-3 pages. Custom projects should note the additional requirements for the full proposal listed in Subsection 8.2 and limit this summary to 1 page.)

Applicant:  
Date:

<b>Budget</b>				
Total Project Cost: \$		Grant Amount Requested: \$		
Matching Fund Amount (minimum 10% of total cost): \$				
Percent of Public Funding:				
<b>Budget Breakdown</b>				
Category	Wood to Energy Funds	Cash Match	In-kind Match	Total
Personnel				
Travel				
Supplies				
Contractual				
Indirect Costs				
Total				

Please include source of match

<b>Schedule</b>		
Days to begin following grant award:		Estimated project duration:
<b>Proposed Timeline</b> (add rows as needed)		
Task	Estimated Days/Months following grant award	Expected Completion Date
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**APPENDIX C**  
**PROPOSAL COVER SHEET**

**State of Maine  
Proposal Cover Sheet**

**PUBLIC BUILDING  
WOOD TO ENERGY PROJECTS  
FUNDED UNDER THE RECOVERY ACT OF 2009**

Primary Contact Name::	
Prime Contractor	
Title:	E-mail:
Organization:	Phone:
Address:	Fax:
Suite	Web Site:
City/Town:	State/Zip Code:
Alternate Contact Name:	
Title:	E-mail:
Organization	Phone:
Address:	Fax:
	Web Site:
City/Town:	State/Zip Code:

An individual authorized to commit the:	<b>Yes</b>	<b>No</b>
Do you accept all of the terms and conditions in the Standard Agreement?		
Does this proposal include more than one organization?		
Authorized Signature:	Date:	
Name:	Title:	