

Request for Proposals

FOR/Maine

Timber Harvesting Equipment Transportation Efficiency Study

Issue Date: June 15, 2021

Closing Date: July 2, 2021

Part 1. Background

Overview & Project Scope of Work

1.1 Overview

The forest products industry has a long and proud heritage in Maine and remains a significant economic driver in the state's economy. Technology, globalization, and evolving sustainability trends are bringing change and new opportunities to Maine's traditional forest economy. As global markets shift, new ideas and strategies are needed to keep Maine's forest economy strong and ensure the state's rural communities prosper.

We are a broad coalition of forest industry leaders, the Maine Department of Economic & Community Development, the University of Maine, Maine communities, trade associations, and economic development organizations, working together to develop and implement a long-term Vision & Roadmap for Maine's forest products sector. In addition to industry partners, our collaborative group includes:

- Maine Forest Products Council
- State of Maine Department of Economic & Community Development
- Maine Development Foundation
- University of Maine
- Professional Logging Contractors of Maine
- Maine Woodland Owners
- Maine Technology Institute
- Biobased Maine

This consortium, called Forest Opportunity Roadmap (FOR/Maine) is working together to develop and implement a shared long-term vision for the sector by identifying the most promising opportunities to pursue and key obstacles to 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. Department of Commerce's Economic Development Administration for the project. The completion of a study on transportation efficiencies is a key component.

1.2 Industry Background

Between 2014 and 2016 rapid marketplace change led to the closure of six pulp and paper mills and the periodic idling of two biomass electric facilities, resulting in the loss of approximately 2 million tons of Maine's softwood pulp market (50%) and a similar amount of biomass markets. The impact on Maine's communities and economy was severe.

In September 2018, FOR/Maine released an action plan (“Roadmap”) to grow Maine’s forest economy by building on our traditional strengths like saw logs and paper, adding high-growth markets like mass timber building materials such as Cross-Laminated Timber (CLT), and exploring emerging technology products, including renewable chemicals, bioplastics, and medical and technical products made from nanocellulose. Many of these new products can be made from the residuals of wood manufacturing processes, and in some cases new technologies can be bolted on to existing facilities and run concurrently with existing processes to diversify production and boost profits. The Roadmap is the culmination of two years of coordinated research and strategy development, informed by extensive data, global benchmarking, and industry expertise.

Signs of recovery are emerging, and over one billion dollars of public and private investment in Maine’s forest sector has been announced to date. However, significantly more must be done to fully recapture market losses (especially in biomass-grade wood and sawmill residuals), build capacity for an increasing wood supply, and diversify our forest economy to be ready to respond to market threats and opportunities in the future. We have an opportunity to build a more resilient forest economy for the benefit of Maine communities using economic development principles of retention, expansion, recruitment, and Research, Development & Commercialization. Our focus over the next decade is to find markets for low-grade forest residuals that are byproducts of existing forest industry facilities, as well as finding markets for our underutilized softwood resource and biomass that was previously used as fuel for energy production and repurposing shuttered brownfield sites.

1.3 Purpose of the RFP

Existing regulations currently prohibit the movement of oversized timber harvesting equipment and oversized low-beds at night in most of the state. The FOR/Maine Transportation Committee is seeking proposals for a study to be completed that will consider the feasibility of expanding the current March/April exemption for the movement of timber harvesting equipment to 24 hours a day as well as the Aroostook County exemption for movement of oversized empty low beds between November 1st and May 1st, into other parts of the state. FOR/Maine’s Transportation Committee is interested in studying the possible expansion of these exemptions to support improved efficiency, profitability, and sustainability of Maine’s forest products economy.

1.2 Project Scope

FOR/Maine is seeking a consultant to study and report on the possibility of a statewide expansion of 1) the March/April allowance for the movement of timber harvesting equipment 24 hours a day to year-round on non-posted roads; and 2) the Aroostook County pilot program which allows for night moves for unladen over-width lowbed equipment trailers on state highways between November 1st and May 1st.

The conditions of the expansion should mirror:

A) Title 29-A MRSA, Chapter 157, Section 18, #4 Timber Harvesting Equipment:

Title 29-A MRSA, Chapter 157, Section 18, 4

A. Timber harvesting equipment may be transported between sunset and sunrise during the months of March and April if:

(1) the air temperature is 32 degrees Fahrenheit or lower and the ground is solidly frozen with no standing water (this section would be amended to provide movement on non-posted roads the remainder of the year);

(2) the width of the load does not exceed 11 feet 6 inches and the length does not exceed 75 feet;

(3) two qualified pilot vehicles accompany the oversize load with one preceding the oversize load and the other following;

(4) two-way mobile communication is maintained between the pilot vehicles and the overdimensional load vehicle; and

(5) the oversize load displays flashing amber beacons at the extremes of the load in the place of or in addition to flags.

B) The conditions of the Aroostook County pilot:

1) The over-width trailers do not exceed 10 feet;

2) The over-width trailers travel empty and are either:

a) traveling to pick up equipment, or

b) returning to their places of business, or the drivers' homes, from delivering timber harvesting equipment as identified on their permit;

3) The over-width trailers display flashing beacons at the extreme comers of the Trailers in place of or addition to the flags;

4) The over-width trailers do not travel when visibility is poor or the highway is considered dangerous due to rain, slush, ice, or other conditions deemed unsafe under Chapter 157, Section 14. Safety Standards;

5) The applicants notify the Bureau of Motor Vehicle of their intent to move at night when applying for the over-limit permits which must clearly indicate their home locations;

- 6) The carriers must notify Lt. Aaron D. Hayden MSP-CVEU, and Brian Reeves of MaineDOT, if they are involved in any crashes, even if they do not meet the criteria for a reportable crash;
- 7) The over-width trailers follow all other requirements and standards established under the rules of the Bureau of Motor Vehicle, Chapter 157, for the administration of over dimension and overweight permits;
- 8) MaineDOT and the Maine State Police may prohibit the nighttime moves on particular sections of state highways if such movements would create unacceptable risks to public safety; and,
- 9) MaineDOT and the Maine State Police may end the Project at any time if the risk to public safety becomes unacceptable.

Outreach

To conduct the study, the consultant should engage with Maine State Police Commercial Vehicle Enforcement Unit; Secretary of State, Bureau of Motor Vehicles; Maine Department of Transportation; and industry representatives.

Report

Expansion of both initiatives should be considered on a county-by-county basis with specific attention to rural areas and applicability to specific priority roads identified by FOR/Maine (see Appendix C), as well as state highways and unposted roads.

FOR/Maine seeks to determine if the expansion is feasible in any way, and recommendations may include that expansion is not feasible.

The study should consider the following aspects:

1. Overview of Study Scope and Purpose
 - a. Study Scope
 - b. Study Purpose and Need
2. Summary of Aroostook County Pilot and Outcomes
3. Summary of Existing Regulations for Movement of Timber Harvesting Equipment
4. Identification and Analysis of Routes in Question
 - a. Priority Routes Identified by FOR/Maine
 - b. State Roads
 - c. Unposted Municipal Roads
 - d. Inventory of Existing Night Moves
 - e. Traffic Routes, Congestion, and Incidents
 - i. Co-occurrence of routes and school zones
 - ii. Co-occurrence of routes and high accident intersections
5. Analysis of Expansion:

- a. Safety
 - i. Requirements (lighting, escorts, etc.)
 - ii. Sufficiency of Existing Safety Provisions
- b. Efficiency and Profitability for Contractors
- c. Other Items as Identified
- d. Recommendations for Rulemaking as Applicable to Specific Counties and/or Routes
 - i. Aroostook Pilot Expansion
 - ii. Movement of Timber Harvesting Equipment

Consultant will complete a report on findings and recommendations and submit the final report to FOR/Maine's Transportation Committee.

Part 2. Instructions

2.1 Key Dates

Any questions regarding the RFP should be submitted to the committee contact email address no later than June 22, 2021.

All responses to this RFP are due no later than July 2, 2021. 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:

Brianna Bowman, Program Director for FOR/Maine
Phone: (207) 939-1133
Email: bbowman@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: bbowman@mdf.org. The subject heading of the email shall be **FOR/Maine Transportation 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 July 2, 2021. 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 list of deliverables, timeframe for deliverables, and overall completion of this project. Bidders must complete the Fixed Price Summary Sheet (attached).

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.

Please note that all deliverables will become public information.

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 the Maine Forest Products Council'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, with their bid. Available at http://ci.noaa.gov/sites/lci/Documents/Forms/funding_forms_CD-512.pdf

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 Fixed Price Summary Sheet. Proposals should include a breakdown of cost and hours for each task of the scope of work.

2.7 Bidder Qualifications

All bidders should provide the following information as part of their proposal for consideration:

Personnel

- a) Anticipated personnel you will assign to this project (name, title, summary of their academic background and professional experience) and description of what their role in this project will be and where they are located.

Supplier Details

- a) Supplier name (Trading and Registered), registered address.
- b) Details of supplier operating locations.
- c) Supplier ownership information.
- d) Relationships with any parent company (if applicable).
- e) Details of joint venture arrangements (if applicable).

Supplier Capabilities and Experience

- a) A description of the core supplier business, listing relevant case studies or examples (a maximum of three) that support this description. Where possible, include case studies that may relate to activities consistent with the Opportunity. Within necessary boundaries of confidentiality, please be as specific as possible.
- b) Additional services, products and works provided outside of your core business.
- c) Describe why you would be uniquely qualified to meet or exceed the requirements of this study.
- d) If you have conducted similar projects, please indicate other factors that the committee should consider exploring to get the best result. Provide examples of similar work that you have done and what was included.

Certifications and Awards

- a) Details of all certifications held (ex. ISO 9001) including date of last certification and details of the certifying body (copies of certifications may be appended to your response).
- b) Details of any recent external corporate awards, including the awarding body, if relevant to the Opportunity.

Other Information

- a) Please include any information that will enable the Committee to understand how the supplier will provide services to address the Opportunity. This should include examples of similar previous work done by the supplier.
- b) Please provide 3 relevant references including contact information.
- d) Any further information/opportunities you believe the Committee may require.

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 and previous work (20 points): bidders will be evaluated on their experience as it pertains to the scope of this project and previous projects completed successfully.
- Value and cost (30 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 (30 points): bidders will be evaluated on the documentation of their staff's expertise and experience, particularly international experience.

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.

The committee may choose to schedule one hour conference call meetings with suppliers to review the submitted information and provide the opportunity for the supplier to provide additional background relevant to this project.

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 A: Fixed Price Summary Sheet

Bidder: _____

Instruction to Bidder:

Complete all the sections below; failure to do so may disqualify the bids. If the inquiry is divided into more than one bid item, complete a "Summary Sheet" for each item.

a. **Labor Cost** \$ _____

Estimated hours _____

b. **Materials** \$ _____

c. **Direct Expenses**

Sub-Contractors

Name

Description of Work

- \$ _____
- \$ _____
- _____

Travel \$ _____

Other Expenses

- \$ _____

d. **In Person Meetings** \$ _____

TOTAL \$ _____

ESTIMATED COMPLETION DATE FOR THIS PHASE:

A fixed price summary sheet should be completed for each phase of the project.

Appendix B: 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 its 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.

Appendix C: List of FOR/Maine Priority Routes

Route 2, Gilead-Bangor

Route 1, Bucksport-Fort Fairfield

Route 17, Oquossic-Rumford/Mexico

Route 4, Oquossic-Farmington

Route 27, Coburn Gore(Canadian Border)-Farmington

Route 201, Sandy Bay (Canadian Border)-Skowhegan

Route 16, Rangeley-Eustis

Route 6, Jackman-Vanceboro (Canadian Border)

Route 150, Guilford-Skowhegan

Route 23, Canaan-Hinckley

Route 9, Brewer-Baileyville

Route 15, Dover-Foxcroft-East Corinth

Route 16, Milo-I-95

Route 11, Milo-Fort Kent

Route 212, Knowles Corner-I-95

Route 161, Fort Fairfield-Allagash

Route 1 , Calais – Fort Kent