

Request for Proposals

FOR/Maine

Client Management for Investment Attraction

Issue Date: December 9, 2021

Closing Date: January 7, 2022

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
- Maine Forest Service

This coalition, 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.

1.2 Industry Background

The forest product sector (FPS) is a core industrial driver of Maine's economies and provides good jobs for over 13,000 workers across the state. The sector continues to undergo transition in its traditional industry base, while new technologies and opportunities are emerging leading the path for future growth in the sector.

1.3 Purpose of the RFP

The FOR/ME Market Attraction Committee is looking for a contracted vendor or organization that can support the Client Management System established by the FOR/ME project. The client management System is managed by a subset of the Forest Opportunity Roadmap (FOR/ME) Project and includes representatives from the Maine Forest Products Council, the Maine Department of Economic and Community Development, and the University of Maine along with the selected vendor.

The Committee is seeking proposals from an economic development business that can staff and serve a project moving from a trial phase to an implementation and execution effort for one or two years. This effort is envisioned to require full time equivalent support.

1.4 Scope and Qualifications

Support functions to be provided by a vendor include development of client leads interested in current business expansion, new business startups, and attraction or relocation of businesses to Maine. This effort requires a vendor who can manage and develop opportunity leads that will result in Maine business expansions, attraction of new capital investments in the forest sector, and attraction of business investments that will develop and utilize low-grade wood.

Viable vendor candidates for this contract must demonstrate the following capabilities:

- A successful history of working in partnership with the State Economic Development Agencies on business development activities.
- A strong familiarity with Maine's business growth incentives, existing real estate opportunities, and workforce capacity.
- Ability to work with and manage international business consultants who will be providing global business contacts.
- A proven record of success in working with prospective business investors exploring Maine.
- An ability to work with investors and leads who demand various levels of confidentiality and be able to enter into non-disclosure agreements to maintain business privacy.
- The ability to travel (within USCDC COVID guidelines) both domestically and internationally to build relationships with prospective leads and investors as well as attend appropriate business meetings and tradeshow.
- The ability to coordinate and manage investor and lead visits to Maine to evaluate growth opportunity potentials in person with appropriate Maine public and private sector representatives.

- Support and manage appropriate data collection and analysis on incentives, labor, wages, energy, real estate, taxes, transportation, and telecommunications when useful to investors and leads
- Demonstrated ability to work in a team environment.

Part 2. Instructions

2.1 Key Dates

Any questions regarding the RFP should be submitted to the committee contact email address no later than December 31, 2021.

All responses to this RFP are due no later than 11:59 PM EST January 7, 2022. 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:

By email to: bbowman@mdf.org. The subject heading of the email shall be **FOR/Maine Client Management 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.

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 January 7, 2022. 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 attached 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 request.
- d) If you have conducted similar projects, please indicate other factors not listed in the Opportunity that the committee should consider exploring to get the best result.

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 provide 3 relevant references including contact information.
- b) Any further information 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 COMPONENT:

A fixed price summary sheet should be completed for each component 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.