

REQUEST FOR APPLICATIONS
PUBLIC BUILDING
WOOD TO ENERGY PROGRAM

STATE OF MAINE
DEPARTMENT OF CONSERVATION
MAINE FOREST SERVICE

February 28, 2011



REQUEST FOR APPLICATIONS – ROUND 3

PUBLIC BUILDING WOOD TO ENERGY PROGRAM

1.0 Request Number: 201102030

2.0 Date Issued: February 28, 2011

3.0 Introduction

3.1 Background

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 under the American Reinvestment and Recovery Act. The primary purpose for this award is job creation and retention. Renewable energy development is a secondary consideration.

These are one-time funds, and must be spent no later than June 30, 2012. 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 is issuing a third Request for Applications (RFA) to award the approximately \$2.7 million in ARRA funds remaining to convert public facilities in Maine to wood heat. The maximum grant available in Round 3 is \$500,000.

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 Department is seeking applicants for grants to assist with conversion of 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.

4.0 Contact Person

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

Thomas C. Wood, Senior Planner
Department of Conservation
22 State House Station, 18 Elkins Lane
Augusta, Maine 04333
wood2energy@maine.gov

Unless specifically authorized by the Department, no other State official or employee is empowered to speak for the Department 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 February 28, 2011
Written Questions Due..... March 10, 2011
Questions and Answers Posted March 17, 2011
Applications Due March 24, 2011 at 2:00 PM

It is the Department'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 Department reserves the right to modify this schedule at the Department'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 counties with the highest unemployment rates at the time applications are due. 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
- Stabilization of 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

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, including wood pellets or wood chips. Dual-fuel alternatives using wood as one of the fuels are also eligible.

To facilitate application and grant award to a full range of project sizes, all projects will receive a fuel displacement score whereby gallons of fuel oil displaced will be divided by the amount of the grant request.

For example: A project that displaces 5,000 gallons of oil and requests \$25,000 would score higher than a project that displaces 5,000 gallons and requests \$50,000.

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 sub-recipient 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; and
- 3) To annually report to the Department for a period of five years on fuel usage, fuel cost, and energy cost savings compared to current heating methods, as well as any relevant lessons learned during the process.

Specific activities eligible for reimbursement under this agreement are only those necessary to achieve the above objectives. 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 program is open to all Maine public entities or parties with public buildings, including schools, hospitals, state, county, local and tribal governments. Private Facilities with a clearly demonstrated public benefit may also be eligible.

Projects that have already secured full funding 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 of any size with wood fuel or dual-fuel systems are eligible for this program.

8.0 Application Requirements

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

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

- Name and DUNS number 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.
- Engineering and design work that has been completed.
- A detailed budget outlining all work to be performed, equipment to be purchased and a cost breakdown for each component.

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. Although projects in every county are eligible, preference will be given to Counties with the highest unemployment rates at the time of the application deadline. Unemployment rates are published by the Bureau of Labor Standards at <http://maine.gov/labor/lmis/laus.html>**
 - Further explanation of how the project would positively impact the listed county, if applicable.
- **Sectors and population served. Specifically the percentage of the population benefited by the proposed project.**
 - If 100% of your budget comes from public funds this is 100%. If you do not receive 100 percent of your budget from public funds, divide the number of people served by your facility by the population of the town your facility is located in.
- **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 and the resulting energy savings.**
 - Provide documentation of your fuel budget for the past 5 years and an estimate of future fuel consumption.

- 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 resulting from the proposed project. Do not include jobs involved in the harvest of wood, the production wood products, or the delivery of wood products. Do not include jobs involved in the manufacture or delivery of equipment or appliances.

NUMBERS MUST BE REPORTED AS FULL TIME EQUIVALENTS (FTE). NO OTHER METHOD OF CALCULATION WILL BE CONSIDERED.

1 FTE = 2080 HOURS OF WORK IN 1 YEAR. THIS MEANS THAT 10 PEOPLE EACH WORKING 208 HOURS ON A PROJECT WOULD BE EQUAL TO 1 FTE.

For a “standard” worker the work year is 2080 hours. School, college, and University teachers, instructors, and professors all have different “work years” in terms of number of hours, or weeks, or months. Please use the standard that normally applies to the class of job being described.

The overall impact of proposed projects will be evaluated by considering the following benefits. Using the attached ARRA guidance (included as appendix 1 at the end of this document) please describe:

- The number and type of new jobs (FTE) directly created or retained within the first year of the project. (Please provide rationale)
- The number and type of long-term jobs (FTE) (i.e., lasting more than five years) directly created by the project. (Please provide rationale)
- The number of jobs (FTE) indirectly created or retained (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.
- The use of savings to create or maintain jobs with the operation of the applicant. (i.e. Savings from this project will be used to hire one new science teacher and to maintain two existing teaching positions.)

Note that direct jobs are those created by the installation or operation of the heating system. Indirect jobs are those that an institution is able to create or retain by using dollars saved as the result of decreased fuel costs. List each separately on your application

Also note that indirect jobs related to the project fuel supply are not eligible and should not be included in the application

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 resulting 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 BTU rating, 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 to procure a certified source of fuel please explain.
- **Evidence of community support.**
 - Commitment of the community, including voters and municipal officials as applicable (Town Councils, School Boards, Boards of Directors etc.) to fund the balance of the project not covered by the grant award.
 - If approval of the funding indicated in an application is required, submit evidence that approval has been obtained. Failure to do so will result in disqualification of the application.
 - If approval of funding by the community is not required, evidence of support will still increase an applicant's score.
- **Overall technical feasibility of the project.** Specific items relating to feasibility must 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). If new construction is required describe.
 - 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 and anticipated reimbursement schedule.** In addition, applicants must submit copies of all applicable permits, design information and evidence of community support. (Note: The award payment schedule will be based on completion of major milestones as outlined in this schedule.)

For further information on determining project readiness see the Application Checklist at the beginning of Appendix B.

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

Following the scoring of the applications and prior to the award of any grant contract, the Department will meet with the top tier applicants to review the application to confirm the continuing accuracy of the information contained in the application, with attention to the details concerning project readiness, financing, any items that may require a public referendum, and legal authority to accept an award. If at the time of that meeting the Department finds that the applicant does not have these items in place or cannot have the items in place in a reasonable time, the Department will remove the applicant from consideration for an award.

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, requested grant amount and cash match.
Although there is no absolute Minimum Cash match required from applicants, higher cash match will result in significantly higher scores in this category as well as higher overall scores.
- The source of the remaining funds needed to complete the project.
 - Note that an indicator of feasibility, as listed above, includes a letter from the lending entity guaranteeing the remaining funding for the project.
- Percent of public funding in the applicant's budget.
- 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.

8.1 Additional Requirements

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. Letters from project partners and Governing bodies are acceptable and will be looked upon favorably.

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 meet the requirements set forth in this RFA will be accepted and reviewed. The Department 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.

ALL FIELDS ON THE APPLICATION MUST BE COMPLETED, AND THE FORM MAY NOT BE MODIFIED IN ANY WAY.

9.0 Submittal Instructions

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

9.1 Application

Applicants 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 8.1. The narrative application must be type-written, numbered and double sided. It may not be more than 20 pages in length, exclusive of the cover page but inclusive of all personnel resumes and any other supporting materials. There is no minimum length. Please do not send binders or more than 1 copy of system manuals.

9.2 Other Submittal Requirements

The following requirements apply to all applications:

- Submit six (6) copies of the application, one (1) copy of system manuals and one (1) electronic copy of the application on disc in Microsoft Word format, all clearly marked as follows:
RFA # 201102030
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, 4th Floor, 9 State House Station, Augusta ME 04333-0009, no later than 2:00 p.m. local time on March 24, 2011. Please note that only applications actually received and date stamped at the 4th 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 the 2:00 p.m. deadline will be rejected, without exception.
- Incomplete applications and those that do not meet these requirements will be dismissed 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 Tom Wood at wood2energy@maine.gov or by regular, first class mail to him at: Thomas C. Wood, Department of Conservation, 22 State House Station, 18 Elkins Lane, Augusta, ME 04333-0022. All responses to relevant questions raised during the question and answer period will be posted on the Maine Forest Website. The deadline for written questions is March 10, 2011. Only written answers will govern the RFA process.

10.0 Evaluation Process

All applications will be evaluated on a competitive basis.

Scores will be awarded 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 45 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 highest unemployment rates will be scored higher than projects that provide significant energy savings but do not create jobs or are in counties with lower rates of unemployment. 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 35 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.

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

**Table 10-1
Scoring Rubric**

PROJECT SCORING CATEGORIES	MAXIMUM AVAILABLE POINTS
<p>Energy, Economic and Community Benefits</p> <ul style="list-style-type: none"> • geographic location of the project, city/town & county • percentage of the population to benefit from the proposed project in the area served • planned use of savings from reduced energy costs • jobs created or retained • gallons of fuel oil displaced and savings • community and district heating project components and buildings, communities and/or populations served 	45
<p>Project Fuel, Design & Feasibility</p> <ul style="list-style-type: none"> • identified fuel source and what percentage comes from a certified source, as defined in Subsection 8 C • evidence of community support and commitment of the community <p>Note: Projects unable to demonstrate feasibility and project readiness will not be considered.</p>	20
<p>Cost Effectiveness & 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"> • total project costs as a ratio to the total grant request • percentage of public funding in the applicant's budget 	35
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 sub-recipients according to a timeline predetermined by the MFS and the sub-recipients.

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 and start up 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. Grantees facing unforeseeable, extenuating circumstance may apply for an extension of the completion date. (Maximum 90 days).

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.

APPENDIX A
STANDARD AGREEMENT FORM FOR ARRA PROJECTS

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

THIS AGREEMENT, made this _____ day of Month, 2011, is by and between the State of Maine, Department of Conservation, hereinafter called "Department," and Applicant Name, located at Applicant address telephone number (207) xxx-xxxx, hereinafter called "Provider", for the period of Month ____, 2011 to _____.

The Advantage ME Vendor/Customer number of the Provider is **VC xxxxxxxxxx**

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 - Debarment, Suspension and Other Responsibility Matters
- Rider E - ARRA Requirements
- Rider F - EPA Compliance Certification
- Rider G – Identification of Country in Which Contracted Work will be Performed
- Rider H - Purchasing Compliance

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 three original copies.

DEPARTMENT OF CONSERVATION – Maine Forest Service

By: _____
State Forester
Director, Maine Forest Service

And

Applicant name

By: _____
Authorized signature

Total Agreement Amount: \$xxx,xxx.xx

Approved: _____

Chair, State Purchases Review Committee

BP54 (Rev 9/07)

Advantage ME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT	SUB UNIT	OBJ	JOB NO.	PROGRAM
VCXXXXXXXX	\$xxx,xxx.xx	020	04A	XXXX	XX	XXX X		

AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING MATRIX

A.	STATE GENERAL FUNDS	\$0
B.	FEDERAL FUNDS	\$0
C.	FEDERAL ARRA STIMULUS FUNDS	\$ <u>xxx,xxx.xx</u>
E.	OTHER FUNDS	\$0
	AGREEMENT TOTAL	\$ <u>xxx,xxx.xx</u>

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

Program: American Recovery and Reinvestment Act-(ARRA)

Project: Fuels for Schools Wood to Energy Program

Award No: 09-DG-11420004-606

CFDA No: ARRA 10.688 Wildland Fire Management

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Department has awarded the provider \$xxx,xxx.xx for the body of work specified in the attached ARRA Public Building Wood to Energy Program application. (Application attached at end of contract, also see RIDER F.)

The Award is made under the grant award 09-DG-11420004-606 from the USDA Forest Service to the Maine Forest Service under the authorities contained in the CFDA ARRA 10.688 Wildland Fire Management Program.

As per standard federal contract provisions, acceptance of federal grant dollars requires meeting all applicable legal requirements, including air quality emission standards. Because EPA has recently promulgated draft rules for air emissions which includes boilers of this size for the first time, sub-recipients are required to either:

- Provide a letter from the manufacturer certifying under normal operating conditions and anticipated fuels that the boiler can meet air quality emission standards; or
- Provide reliable test data that the boiler involved can meet air quality emission standards during normal operation with the intended fuel; or
- Post a bond guaranteeing that air quality emission standards will be met.

As draft rules may be modified by the EPA, sub-recipients have the option of waiting before certifying that they have met this requirement.

Meeting air quality emission standards may require award sub-recipients, appliance installation contractors and appliance manufacturers to work together to meet the 40 CFR Part 63 Subpart JJJJJ – this may involve shifting fuels to pellets, or other materials, as needed to comply.

Again, as per federal standards for such grants, failure to meet air quality emission standards, other legal requirements, or to properly maintain the equipment in serviceable condition could result in forfeiture of federal funding. This means that you, as recipient of the grant, would be required to repay the grant, probably with interest, to the USDA.

Upon execution of this document, a sub recipient award in the amount of \$750,000.00 is made under The American Recovery and Reinvestment Act (ARRA) of 2009, and 10.688 Wildland Fire Management, Public Law 111-5.

AUTHORITIES:

CFDA: 10.688- Wildland Fire Management
American Reinvestment and Recovery Act of 2009 and Public Law 111-5

This is an award of Federal Financial Assistance and as such is subject to the following Office of Management and Budget Circulars.

COST PRINCIPLES

<u>OMB Circular A-87 (2 CFR Part 225)</u>	<u>OMB Circular A-122 (2 CFR Part 230)</u>
Cost Principles for States & Local Governments	<u>Cost Principles for Non Profit Organizations</u>

ADMINISTRATIVE STANDARDS

<u>OMB Circular A-102</u>	OMB Circular A-110
Grants & Cooperative Agreements with State & Local Governments	Grants & Cooperative Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations
<u>OMB Circular A-133</u>	
Audits of States, Local Governments, and Nonprofit Organizations	Audits of States, Local Governments, and Non-Profit Organization

And implemented by:

<u>7CFR Part 3015</u> Uniform Federal Assistance Regulation	State and Local Governments, Universities, Non Profit and For-profit Organizations
<u>7CFR Part 3016</u> Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments	<u>7CFR Part 3019</u> Uniform Administrative Requirements for Grants and Cooperative Agreements to Nonprofit Organizations and Institutions of Higher Education
<u>7CFR Part 3017</u> Debarment and Suspension	States, Local Governments, and Nonprofit Organizations, Institutions of Higher Education, For-Profit Organizations
<u>7CFR Part 3018</u> New Restrictions on Lobbying	States, Local Governments, and Nonprofit Organizations, Institutions of Higher Education, For-Profit Organizations
<u>7CFR Part 3021</u> Government-wide Requirements for Drug-Free Workplace	States, Local Governments, and Nonprofit Organizations, Institutions of Higher Education, For-Profit Organizations
<u>7CFR Part 3052</u> Audits of States, Local Governments and Non-Profit Organizations	States, Local Governments, and Nonprofit Organizations, Institutions of Higher Education, For-Profit Organizations
<u>2 CFR Part 175</u> Trafficking Victims Act Award Terms	States, Local Governments, and Nonprofit Organizations, Institutions of Higher Education, For-Profit Organizations
<u>31 CFR, Part 205</u> Treasury Department Implementing the 1990 Cash Management Improvement Act (CMIA)	States, Local Governments

Terms and Conditions

See Rider E for Specific ARRA requirements.

The following administrative provisions apply:

Pre-Award Costs

Grantees may incur pre-award costs within the 90 day period immediately preceding the effective date of the grant provided the approval of pre-award spending is made and documented in accordance with the Grantees normal procedures prior to incurrence of cost. Pre-award costs must be necessary for the effective and economical conduct of the project and the costs must be otherwise allowable. Pre-award expenditures are made at the grantee's risk. Expenditures will not be reimbursed until actual execution of the official award.

Budget Revisions

Otherwise allowable cost-related budget changes may be made except where specifically prohibited by the terms and conditions of the grant award and provided the revisions do not significantly change the scope of the project.

Program Income

If any program income is generated as a result of this instrument, the income shall be applied using either the additive alternative or matching alternative as described in 7 CFR 3016.24 (b) (I) or (b) (2) or 7 CFR 3019.

Prior Approval

Prior approval is required for any change to the scope of objectives of the approved projects, key personnel, or transfer of substantive programmatic work to another party. Until written approval is granted for a modification, the terms and conditions of the original award remain in effect. The Department is not obligated to fund any changes not properly approved in advance.

All requests that require prior approval must be made, in writing, to the awarding office no later than 30 days before the proposed change. The request must be signed by the authorized signatory official. Failure to obtain prior approval, when required, from the awarding office may result in the disallowance of costs, termination of an award, or other enforcement action within the Forest Service's authority. Whenever grantees contemplate re-budgeting or other post-award changes and are uncertain about the need for prior approval, they are strongly encouraged to consult, in advance, with the Maine Forest Service.

Prior approval request include:

- Change in the scope or the objective of the project or program (even if there is no associated budget revision);
- Change in a key person specified in the application or award document;
- need for additional Federal funding;
- Extension period of availability of funds;
- Cumulative transfers among direct cost categories or among separately budgeted programs or activities that exceeds 10% of the current total approved budget if the awarding agency share exceeds \$100,000;
- Transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense;
- Sub-awards transfer or contracting out of any work under an award unless previously approved in original award.

Notification

The recipient shall immediately notify the Department of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Acknowledgements

USDA Forest Service support shall be acknowledged in any publications, audiovisuals and electronic media developed as a result of this instrument. Language or similar shall read:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the Northeastern Area State and Private Forestry, USDA Forest Service."

Debarment and Suspension (Rider D)

The Cooperator/Provider shall immediately inform the Department if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator/Provider or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Department without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Legal Authority

The cooperator/Provider shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

Non-Liability

The Department does not assume liability for any third party claims for damages arising out of this instrument.

Members of Congress

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise there from, either directly or indirectly.

Buy American Act

Federal law requires that any equipment and products purchased with federal funds be, to the extent practicable, American-made.

Drug-Free Workplace

a. The Recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:

(I) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

(2) Specify the actions the recipient will take against employees for violating that prohibition; and

(3) Let each employee know that, as a condition of employment under any award he or she

(I) Must abide by the terms of the statement, and

(II) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the

workplace, and must do so no more than five calendar days after the conviction.

b. The Recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about:

(I) The dangers of drug abuse in the workplace;

(II) Your policy of maintaining a drug-free workplace;

(III) Any available drug counseling, rehabilitation and employee assistance programs;

and (IV) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this instrument, whichever occurs first.

d. The Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award/agreement number of each instrument on which the employee worked.

The notification must be sent to the Program Manager within ten calendar days after the Cooperator/Provider learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the Recipient must either:

(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Eligible Workers

The Cooperator/Provider shall ensure that all employees complete the 1-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator /Provider shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this instrument.

Title VI Compliance

The recipient shall comply with all Federal statutes relating to non- discrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C.794) which prohibits discrimination on the basis of disabilities

Freedom of Information Act

It is the Department's policy to inform the public as fully as possible of its programs and activities. The Cooperator/Provider is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments.

Public Information

The Cooperator/Provider shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. "

Audit Requirements

Audit requirements for Federal award recipients are defined in OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised June 27, 2003). OMB Circular A-133 now requires those being audited to submit a completed data collection form (SF-SAC) with the audit reporting package to the Federal clearinghouse designated by OMB - currently the Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, TN 47132. For questions concerning the submission process or to obtain a copy of the form, you may call the Federal Audit Clearinghouse (888-222-9907). Information can also be found on the Internet at <http://harvester.census.gov/sac/>. In addition, Audit reports are required to be submitted to the Department within 9 months of the end of the sub recipient fiscal cycle. <http://harvester.census.gov/sac/dissem/accessoptions.html?submit=Retrieve+Records>

If a grant is closed out without an audit, the Department 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.

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

1. **AGREEMENT AMOUNT** \$xxx,xxx.xx

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

<i>Applicant name</i>	<u>REIMBURSEMENT SCHEDULE</u>
<u>Contract Amount</u>	<u>\$xxx,xxx.xx</u>
• Progress Payment 1	\$ xxx,xxx.xx
• Progress Payment 2	\$ xxx,xxx.xx
• Progress Payment 3	\$ xxx,xxx.xx
Total Contract Amount	\$ <u>xxx,xxx.xx</u>

Progress Step # 1

Upon completion of:

1. Preliminary engineering and architectural survey work and production of drawings, and
2. Placement of the order for and first payment for the boiler

Progress Payment 1: When the provider submits paid invoices, Maine Forest Service will issue reimbursement of \$ xxx,xxx.xx

Progress Step # 2

Upon completion of:

1. Delivery of and setting in place of the boiler, and
2. Roughing in of electrical, plumbing and mechanical infrastructure to support the boiler, and
3. Setting in and connection of the fuel storage and conveyance systems.

Progress Payment 2: When the provider submits paid invoices, Maine Forest Service will issue reimbursement
Of \$ xxx,xxx.xx

Progress Step # 3

Upon the commissioning of the boiler and related systems and acceptance of the project by the owner:

Progress Payment 3: When the provider submits paid invoices, Maine Forest Service will issue reimbursement

Of \$ xxx,xxx.xx

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: Tom Wood
Title: Senior Planner
Address: Department of Conservation
22 State House Station, 18 Elkins Lane
Augusta, Maine 04333

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. The amendment form may be found at <http://maine.gov/purchases/forms/index.html>

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.

27. **WAGE REQUIREMENTS** All laborers and mechanics employed by providers/contractors and their 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. The Provider shall report no less than quarterly. Additionally the Provider should be prepared to report more frequently at the State's request. 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>) not withstanding 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).

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. The ARRA logo may be obtained at the following website:

<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

THERE ARE NO EXCEPTIONS TO RIDER B

RIDER D

Vendor Name: *Applicant name* PO #: _____ Date: _____

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

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.

Applicant Authorized 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 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

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 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 1 week before 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 and description of the number of jobs created and the number of jobs retained by the project or activity
 - Only jobs directly funded with ARRA monies are calculated and are reported as Full Time Equivalents. (1 FTE = 520 hours worked in a given quarter)

• 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 entities. 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;
- 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.

In addition to the quarterly reports described above, all recipients are required to submit monthly progress reports to the department representative, on the first Monday of each

month. Any and all activities relating to the completion of the funded project should be included in the monthly report.

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.

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

EPA Compliance Certification

As per standard federal contract provisions, acceptance of federal grant dollars requires meeting all applicable legal requirements, including air quality emission standards. Because EPA has recently promulgated draft rules for air emissions which includes boilers of this size for the first time, sub-recipients are required to either:

- (a) Provide a letter from the manufacturer certifying under normal operating conditions and anticipated fuels that the boiler can meet air quality emission standards; or
- (b) Provide reliable test data that the boiler involved can meet air quality emission standards during normal operation with the intended fuel; or
- (c) Post a bond guaranteeing that air quality emission standards will be met.

*The parties agree that the Provider has satisfied the terms of item (b) above with the submission of the test data from **Name of wood fired device Manufacturing Company, Inc.** attached hereto and made a part hereof as Exhibit A.*

As draft rules may be modified by the EPA, sub-recipients have the option of waiting before certifying that they have met this requirement.

Meeting air quality emission standards may require award sub-recipients, appliance installation contractors and appliance manufacturers to work together to meet the 40 CFR Part 63 Subpart JJJJJ – this may involve shifting fuels to pellets, or other materials, as needed to comply.

Again, as per federal standards for such grants, failure to meet air quality emission standards, other legal requirements, or to properly maintain the equipment in serviceable condition could result in forfeiture of federal funding. This means that you, as recipient of the grant, would be required to repay the grant, probably with interest, to the USDA.

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: **ME**
- 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.

RIDER H

Applicant name will follow the requirements of Federal Office of Management and Budget Circular A-21 as codified under 2 CFR Parts 215 and 220 – Cost Principles for Non-profits as they flow through the State of Maine down to ***Applicant name*** Rules, Practices and Procedures governing, equal access, open bidding for goods and services, and allowable costs in accordance with 7 CFR §3016.36 - Procurement.

Xxxx Xxxxxxxx,

Date

Note: Different types of organizations must adhere to slightly different cost principles, the appropriate OMB Circular and its codification to the type of organization will be entered here and included on the following pages of RIDER H.

7 CFR §3016.36 Procurement. (a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section. (b) Procurement standards. (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section. (2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. (3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) The employee, officer or agent, (ii) Any member of his immediate family, (iii) His or her partner, or (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. (4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. (5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services. (6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. (7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost. (8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy,

record of past performance, and financial and technical resources. (9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (10) Grantees and subgrantees will use time and material type contracts only— (i) After a determination that no other contract is suitable, and (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk. (11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction. (12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the pro-test to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and sub-grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to: (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and (ii) Violations of the grantee's or sub-grantee's protest procedures for failure to review a complaint or protest. Pro-tests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee. (c) Competition. (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §3016.36. Some of the situations considered to be restrictive of competition include but are not limited to: (i) Placing unreasonable requirements on firms in order for them to qualify to do business, (ii) Requiring unnecessary experience and excessive bonding, (iii) Noncompetitive pricing practices between firms or between affiliated companies, (iv) Noncompetitive awards to consultants that are on retainer contracts, (v) Organizational conflicts of interest, (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and (vii) Any arbitrary action in the procurement process. (2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. (3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations: (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features

which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. (4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period. (d) Methods of procurement to be followed. (1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for se-curing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources. (2) Procurement by sealed bids (for-mal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, con-forming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in §3016.36(d)(2)(i) apply. (i) In order for sealed bidding to be feasible, the following conditions should be present: (A) A complete, adequate, and realistic specification or purchase description is available; (B) Two or more responsible bidders are willing and able to compete effectively and for the business; and (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. (ii) If sealed bids are used, the following requirements apply: (A) A complete, adequate, and realistic specification or purchase description is available; (B) Two or more responsible bidders are willing and able to compete effectively and for the business; and (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. (ii) If sealed bids are used, the following requirements apply: (A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids; (B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond; (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids; (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and (E) Any or all bids may be rejected if there is a sound documented

reason. (3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply: (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical; (ii) Proposals will be solicited from an adequate number of qualified sources; (iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees; (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies: (A) The item is available only from a single source; (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; (C) The awarding agency authorizes noncompetitive proposals; or (D) After solicitation of a number of sources, competition is determined inadequate. (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required. (iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section. (e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. (2) Affirmative steps shall include: (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section. (f) Contract cost and

price. (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price. (2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see §3016.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles. (4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. (g) Awarding agency review. (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. (2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when: (i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold. exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section. (i) A grantee or subgrantee may

request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third party contracts are awarded on a regular basis. (ii) A grantee or subgrantee may self certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review. (h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows: (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. (i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold) (2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees) (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair) (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation) (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor

regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers) (7) Notice of awarding agency requirements and regulations pertaining to reporting. (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (9) Awarding agency requirements and regulations pertaining to copy-rights and rights in data. (10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. (11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed. (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, sub-contracts, and subgrants of amounts in excess of \$100,000) (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8044, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995]

APPENDIX B

PROJECT APPLICATION FORM

APPLICATION CHECKLIST

The following is not a complete list, but all successful applicants should be able to answer yes to the following questions.

- Are all application fields complete and is the application in its original format? ____
- Does the application include a valid DUNS number? ____
- Have letters providing evidence of community support been provided? ____
- Have the remaining funds to complete the project been secured and evidence that they have been secured provided? ____
- Has a budget been provided with a cost breakdown for each step of the project? ____
- Is the project “shovel ready?”
 - Approvals complete ____
 - Engineering complete ____
 - Bid Process complete ____
 - System Selection complete ____
- Will the program of work be complete in 1 year? ____

PUBLIC BUILDING WOOD TO ENERGY APPLICATION

**ALL FIELDS ARE REQUIRED
APPLICATION MAY NOT BE MODIFIED IN ANY WAY**

Contact Information		
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 and Population:	State:	Zip:
County:		
Project Description & Facility Information		
Facility or Facilities Name:		
Managing Organization:		
Applicant DUNS number:		
Project Location: (Street Address, City/Town, County)		
Facility Type:		
Facility Uses:		
Annual Number of Facility Users		
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? <input type="checkbox"/> Supplement to Current System?		
Age of current system:		
New system manufacturer:		
Efficiency Rating of New System:		

Applicant:
Date:

Additional Information Regarding Need for System Replacement:	
Energy, Economic and Community Benefits	
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 Equivalent): (Please include Rationale, and differentiate between jobs created by the program of work and those within your organization)	
DIRECT	INDIRECT
Number of Jobs Retained (Full-Time Equivalent): (Please include Rationale and differentiate between jobs created by the program of work and those within your organization)	
DIRECT	INDIRECT

Applicant:
Date:

Additional Job Creation/Retention information: (Please include Rationale)
Project Fuel, Design & Feasibility
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:
Cost Effectiveness & Partnerships:
Total Grant Request:
Total Project Cost
Percent of Public Funding in the Institution's Budget:

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:

Budget				
Total Project Cost: \$			Grant Amount Requested: \$	
Matching Fund Amount: \$				
Percent of Public Funding:				
Budget Breakdown				
Category	Wood to Energy Funds	Cash Match	In Kind Match	Total
Cost of Boiler				
Installation of Boiler				
Fuel Handling System				
New Construction Materials				
New Construction Costs				
Installation of Heat Distribution System				
Piping				
Conduit				
Heat Exchanger				
Circulator Pumps				
Silo				
Wiring				
Incidental Costs				
Vendor Profit				
Total				

Indicate if a category does not apply to your project. Note that only CASH match will count toward the application score.

Applicant:
Date:

Include source of match. Note that in kind match will not be considered in scoring applications.

Schedule		
Days to begin following grant award:		Estimated project duration:
Proposed Timeline (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 and Population:	State/Zip Code:

An individual authorized to commit the prime contractor must complete the following:		
	Yes	No
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:	

Note that by signing this application, you assert that the information contained within it is true to the best of your knowledge. Applications with false or misleading information will be disqualified.