



Administered by University of Maine System
Office of Strategic Procurement
Request for Qualifications (RFQ)

Renewable Liquid Biofuel and Environmental
Attributes for Addition to Campus Central
Steam Plant

RFQ #2025-033

Issued Date: January 10, 2025

Response Deadline Date/Time: February 12, 2025 11:59
p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – DH: Liquid Biofuel - RFQ#2025-033

Response Contact Information:

Strategic Sourcing Manager (SSM): Derek Houtman
Email: UMSResponses@maine.edu

Contents

1.0	INTRODUCTION	3
1.1	Definitions, Background, Purpose and Specifications.....	3
1.2	General Information	6
1.3	General Submission Provisions	10
2.0	EVALUATION PROCESS AND QUALIFIED VENDOR LIST	12
2.1	Evaluation Process	12
2.2	Award.....	12
2.3	Tie Bids.....	12
2.4	Negotiations	12
2.5	Award Protest	12
3.0	RESPONSE FORMAT REQUIREMENTS	13
3.1	General Format Instructions.....	13
3.2	Response Format Instructions	13
	Appendix A – University of Maine System Response Cover Page.....	15
	Appendix B – Debarment, Performance and Non-Collusion Certification.....	16
	Appendix C – Organization Reference Form	17
	Appendix D – Information Request and Evaluation Question(s) - Organization, Qualifications and Experience.....	18

1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

1.1.2 Background

Overview

Established in 1968, the University of Maine System (UMS) unites six distinctive public universities, comprising 10 campuses and numerous centers, in the common purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

University of Maine

The University of Maine, founded in Orono in 1865, is the state's land grant and sea grant university. As the state's only public research university, UMaine has a statewide mission of teaching, research and economic development, and community service. UMaine is among the most comprehensive higher education institutions in the Northeast with nearly 100 majors and academic programs. It attracts students from Maine and 49 other states, and more than 60 countries. It currently enrolls more than 11,400 undergraduate and graduate students who can directly participate in research, working with world-class scholars. UMaine offers more than 100 degree programs through which students can earn graduate certificates, master's, doctoral or professional science master's degrees. The university promotes environmental stewardship, with substantial efforts campus wide aimed at conserving energy, recycling and adhering to green building standards in new construction.

1.1.3 Technical Overview

UMaine's Orono campus includes 4.25 million gross square feet across 202 buildings. Campus energy and utility infrastructure includes over 151 miles of energy and utility distribution system infrastructure (not including building systems), and features a central steam plant, which houses four (4) boilers and supplies steam to campus at 50 psig outlet pressure. The steam distribution system serves approximately 90 campus buildings and 89% of the annual campus thermal load, through 4.7 miles of steam distribution lines, and 119 steam pits.

UMaine's central steam plant consists of four (4) water tube steam boilers; #5, #6, & #7 are rated to produce 64,000 lb./hr. of 150 psig steam, and Boiler #8 which can produce 60,000 lb./hr. of steam. Boilers #5 & #6 are designed to only burn #6 oil, Boiler #7 can burn either #6 oil or natural gas which is its primary fuel. Boiler #8 burns only natural gas.

UMaine's current central steam plant is nearing end of life and UMaine is engaged in the design of an addition to the existing Central Steam Plant ("CSP") on College Ave. The new boilers and equipment in the addition are being designed to use both renewable liquid fuels as well as renewable natural gas.

1.1.4 Purpose

The University of Maine is seeking qualifications information for the supply of Renewable Liquid Biofuel ("RLB") and associated Environmental Attributes for use in the CSP addition. The addition, currently in design, is known as the UMaine Energy Center Project, or "UMEC" Project. The University of Maine is evaluating Renewable Liquid Biofuel as part of an ongoing effort to meet environmental, financial, and reliability goals and seeks information regarding the current and future availability of RLB for use in the new UMEC boilers. This document provides instructions for submitting information. UMaine intends to use the information that is provided to inform the design and decision making for the UMEC Project.

Respondents should review **1.1.5 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

The University is committed to providing increased access and opportunity to diverse businesses include and not limited to: Lesbian, Gay, Bisexual and Transgender Business Enterprise (LGBTQ+BE); Minority Business Enterprise (MBE); Service-Disabled Veteran Business Enterprise (SDVBE); Small Business Enterprise (SBE); veteran-owned; service-disabled veteran-owned; HUBZone; small disadvantaged business; women-owned; minority-owned; Veteran Business Enterprise (VBE); and Women's Business Enterprise (WBE).

1.1.5 Specifications / Scope of Work

1.1.5.1 Fuel Quality and Environmental Attributes

Responses shall explicitly address Fuel Quality specifications and Quality Assurance requirements for the fuel constituents and characteristics (including fuel heating value) and the environmental attributes of the fuel, renewability, feedstocks and sources, production processes, and greenhouse gas emissions.

UMaine shall own the environmental attributes and greenhouse gas emissions-related claims for contracted Renewable Liquid Biofuel. The Respondent shall

not sell any environmental attributes associated with contracted volumes into voluntary greenhouse gas emissions offset markets or into emissions compliance markets, including but not limited to the California Low Carbon Fuel Standard.

Under **Appendix D**, Respondents shall inform UMaine if their fuel qualifies for any regulatory programs for environmental attributes and describe their quantity and value under each program.

For fuels eligible under the U.S. EPA’s Renewable Fuel Standard, Renewable Identification Numbers (“RINs”) shall convey to the Respondent that the Respondent may retain or monetize the value of the regulatory currency. Respondents shall provide a detailed explanation of any UMaine eligibility requirements for appropriate utilization of fuels under such a regulatory program.

1.1.5.2 Service Requirements

For Delivery to the current CSP or future UMEC Plant, located at 119 College Ave. in Orono Maine.

Steam demand at the UM campus from the CSP/UMEC is a 24x7x365 continuous requirement, without interruption.

The following load data represent typical actual loads, by period, on an “MMBtu-HHV” basis, which denotes the Higher Heating Value of fuels delivered to the CSP. Hereafter, references to mmbtu shall be assumed to be in HHV, unless explicitly labeled as LHV (Lower Heating Value). The following values represent the approximate forecasted loads for the UMEC Plant.

Typical Heating Load, Annual basis:	Approximately 500,000 MMBtu-HHV/year
Peak Heating Load, Monthly basis:	Approximately 80,000 MMBtu-HHV /month
Peak Heating Load, Daily basis:	Approximately 3,000 MMBtu-HHV /day
Peak Heating Load, Hourly basis:	Approximately 160 MMBtu-HHV /hour

Approximate Monthly Heating Load Profile, MMBtu-HHV:

July	22,148
August	22,866
September	24,250
October	38,281
November	48,580
December	62,022
January	68,472
February	60,276
March	56,836
April	43,343
May	30,741
June	21,400
	<hr/>
	499,215

The University anticipates the UMEC Project being operationally ready to take delivery/use Renewable Liquid Biofuels as early as 2028.

Respondent shall state its fuel delivery availability sufficient to meet the University's demands, as provided directly above.

1.1.5.3 Pricing Structure

For evaluation purposes, UMaine is seeking pricing proposals as specified below.

Pricing shall include all costs for the Respondent to produce, prepare, and deliver the Renewable Liquid Biofuel to the UMEC addition (119 College Ave, Orono, ME).

For Delivery to the Plant, 119 College Ave in Orono Maine

Pricing shall include the complete environmental attribute of the fuel for the University's ownership

RINs under the US EPA RFS shall be retained by Respondent

Delivered price on a \$/MMBtu basis. Dollars per million btu. Typical energy heating values and price references are on the basis of Higher Heating Value ("HHV"). The University intends to contract for fuels on a Lower Heating Value ("LHV") basis. LHV, also known as the net calorific value, is a measure of the useful heat energy in a fuel. LHV price basis will help ensure a like energy comparison of multiple unique, dissimilar, prospective biofuels.

1.2 General Information

1.2.1 Contract Administration and Conditions

1.2.1.1 Vendors qualified through this RFQ process may be required to execute a contract in the form of a University of Maine System Master Agreement. A Master Agreement template has been included as Attachment A of this RFQ.

The Master Agreement entered into by the parties shall consist of the University of Maine System Master Agreement, the RFQ, the Contractor's submission including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

In the event of a conflict of terms the following precedence will apply:

1. Negotiated Contract
2. Agreement Riders as required
3. Contract Amendments (as required)
4. The University's RFQ
5. Respondent's Submission
6. Purchase Order or Letter of Agreement

1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not:

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for Qualifications, bid or other offer to do business with the University your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
- d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

1.2.2 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

1.2.3 Confidentiality

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents' responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information that meets the definition of "trade secret" under Maine law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

1.2.4 Costs of Preparation

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

1.2.5 Authorization

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

Authorization. Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Executive Director of Strategic Procurement & Services and it is not approved, valid or effective until such written approval is granted.

Vice Chancellor for Finance and Administration approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

1.2.6 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

1.2.7 Pricing

All pricing will be finalized through negotiations and an agreement with the selected qualified Respondent(s).

1.2.8 Cost Response Form Quantities

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

1.2.9 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

1.2.10 Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and

the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

1.2.11 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in **Section 1.3.1**. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.3.7	Respondents' Pre-Bid Conference (Remove if not required)	3pm on January 24, 2025
Section 1.2.2	Deadline for Written Inquiries/Questions	January 28, 2025
Section 1.2.2	Response to Written Inquiries/Questions (subject to change)	January 31, 2025
Section 1.2.2	Deadline for Proposal Submission	February 12, 2025 at 11:59 PM
Section 2.2	Qualified vendor list Announcement (subject to change)	March 4, 2025

1.3.2 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.3.3 Debarment

Respondents must complete and submit the "Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Submission of a signed response in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.3.4 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions shall be noted in your response.

1.3.5 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.3.6 Non-Response Submission

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

1.3.7 Respondents' Pre-Bid Conference

The University will hold a virtual Pre-Bid Conference on January 24, 2025 at 3pm on Zoom. If you are interested in attending this conference email, derek.houtman@maine.edu to register interest.

1.3.8 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

2.0 EVALUATION PROCESS AND QUALIFIED VENDOR LIST

2.1 Evaluation Process

2.1.1 Response Evaluation

The University will evaluate responses to determine if the Respondents are qualified to provide some or all of the goods and services listed in this RFQ. A Qualified Vendor List will be created based on this evaluation. The University will engage with Qualified Vendors to negotiate and put Agreements in place at its discretion. The Qualified Vendor List will be valid for 5 years from the date it is posted publicly.

2.1.2 Evaluation Section Descriptions

2.1.2.1 Submission Materials

The University's evaluation team will use a consensus approach to evaluate responses.

2.2 Award

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

2.3 Tie Bids

When two equal bids are received, there shall be a preference for "in-state bidders". When tie bids are both in-state, or both out-of-state, the award will be made to the bid that arrives first which will be determined by reviewing the electronic submission date and time stamp.

2.4 Negotiations

The University reserves the right to negotiate with the successful Respondent(s) to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the University's Request for Qualifications to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected Respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFQ. The University may cancel the RFQ, at its sole discretion.

2.5 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's University of Maine System's Chief Facilities and General Service Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at

http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 General Format Instructions

3.1.1 Electronic Submissions

Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

3.1.2 Respondents Responsibility

It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to

respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

3.2.1 Section 1 - Response Cover Page

- 3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.2 Section 2 - Response to Questions

- 3.2.2.1 Label this response - Section 2 – Response to Evaluation Questions & Related Information
- 3.2.2.2 Insert **Appendix C** – Organization Reference Form
- 3.2.2.3 Insert **Appendix D** – Information Request and Evaluation Question(s) - Organization, Qualifications and Experience

Appendix A – University of Maine System Response Cover Page

RFQ # 2025-033
Liquid Biofuel

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Qualifications, bid or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION RFQ # 2025-033 Liquid Biofuel

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Organization Reference Form

Respondent's Organization Name: _____

INSTRUCTIONS: Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

We request that the references include one long-standing customer (minimum of 3-year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #4	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

Appendix D – Information Request and Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: _____

INSTRUCTIONS: Respondents shall ensure that all information required herein is submitted with the response. All information provided shall be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

The information provided by Respondents as part of their responses shall provide a basis for any subsequent negotiations towards an Agreement with the University.

D.1. General Respondent qualifications, financial stability:

.1-Provide a statement describing the Respondent (company), including name, number of employees, locations, number of years in business, and all acquisitions or mergers in the last five years. Is the company publicly or privately held?

.2-If Respondent is working as part of a team/consortium, state the lead firm and the expected roles of the parties, and describe the relevant leadership and business profiles of each of the parties participating in the team.

.3-The Respondent shall provide a summary of its financial capacity and stability that demonstrates the Respondent's ability to perform over the potential long life of a prospective contract. Financial statements and other evidential documentation are welcome, but not required to be submitted at this time, however, the University may require audited financial statements from your company, credit reports and letters from your bank and suppliers, as part of the evaluation process as the University seeks to execute contracts with the Respondent(s).

.4-Describe how your company would contribute to jobs in the State of Maine.

.5-Describe how a relationship with your company would contribute to internships and learning opportunities for UMaine Students.

D.2. Respondent experience as fuel supplier, preferentially for renewable fuels experience:

.1-References. In **Appendix C**, please provide names, telephone numbers and email addresses of references specific to the relevant projects, who are current or former clients for whom similar work has been performed within the last seven (7) years and who can be contacted by the University with respect to the Respondent's reputation for work, responsibility, timeliness, cost, and efficiency. Letters of reference may be submitted with additional information as appropriate. The University prefers Respondent reference clients of similar scope and scale to the UMEC requirements.

.2-Are you currently producing renewable liquid biofuel?

If so, please list each production facility along with the number of years it has been in operation. Please list both the total current production capacity as well as the available production capacity in both gallons/year and mmbtu/year for each facility.

.3-Are you planning new or expanded production facilities?

If so, please list each planned production facility along with the location, expected in-service date, production capacity, and onsite storage capacity. Please describe the development status including permitting as well as the internal / external development milestones that need to be achieved before the new production facility can commence construction.

.4-Are other end-users, like UMaine, currently using your renewable liquid biofuel?

If so, please list each end user as well as the length of time they have been using your fuel. If it is ok to contact these other end-users, please provide contact details.

.5-Provide information relevant to the roles and responsibilities of your firm with existing customers, including the financing, design, ownership, operation, and maintenance of the respective facilities involved in the project.

For example, does the Respondent have clients for which services are rendered in addition to fuel supply, such as financing, design, or operation of renewable liquid biofuel infrastructure within clients' facilities? For example, does the Respondent support or participate in regulatory permitting such as air licensing for facilities seeking to utilize their fuel?

.6- Please discuss your company's view on the current renewable liquid biofuel incentives landscape, including US EPA's Renewable Fuel Standard, the Federal Production Tax Credits, and Maine Thermal Renewable Energy Credits.

.7- Provide a statement, including appropriate technical details, that explains why your company would be most qualified to provide renewable liquid biofuel to UMaine. What differentiates you from your competitors?

D.3. Fuel quality and characteristics information:

D.3.1 Fuel renewability: feedstocks and sources, production processes:

.1-Please provide a detailed description of your renewable liquid biofuel, including source materials used to produce the biofuel as well as the production process. What makes your biofuel renewable?

.2-Demonstrate that your renewable liquid biofuel is sourced responsibly and produced sustainably. Please support your renewability claim with credible third-party certifications or assessments, for example, forest-derived biofuels may have SFI and FSC certifications regarding the forest feedstocks for renewable fuel production.

.3-Please provide detailed information regarding the renewable liquid biofuel's environmental attributes, including whether the biofuel meets eligibility requirements for any regulatory programs for environmental attributes (e.g., Maine TRECs) or financial incentive programs (e.g., US EPA RFS RINs), and describe their quantity and value under each program. Respondents shall provide a detailed explanation of any UMaine eligibility requirements for appropriate utilization of biofuels under such a regulatory program, such as the requirement to only generate heat for occupant comfort and not to produce electricity from the biofuel, etc.

D.3.2. Fuel constituents and characteristics:

.1-Please provide details regarding applicable fuel standards and specifications that your biofuel meets (e.g., ASTM / ANSI), such as for #2 fuel oil, or biodiesel, or biofuel of other categories. If the fuel does not meet a recognized standard, please explain why not.

.2-Please provide comprehensive fuel testing and analysis reports, preferably by a certified third party. The testing report shall include, at a minimum:

fuel constituents and ranges; and

fuel characteristics, and ranges, including the energy content in both Higher Heating Value (“HHV”) and Lower Heating Value (“LHV”).

.3-Please provide a detailed description of your Quality Assurance program for delivered fuel quality. Where and how is the fuel quality measured? By whom, and what are their qualifications (e.g., certification)? How frequently? Describe practices for handling off-spec fuel, should it be identified.

.4-Please provide information in response the University’s need to understand the technical requirements associated with storage, piping, fuel handling, and combustion facilities that may be required to utilize the renewable liquid biofuels offered by Respondents. UMaine also needs understanding of long-term operating and maintenance requirements, such as tank heating and/or fuel agitation to preserve shelf-life stability.

.5-Do any of the major boiler and burner manufacturers currently authorize use of your fuel under warranty? If so, please specify.

D.3.3. Fuel combustion emissions and carbon footprint:

.1-Please provide a comprehensive combustion emissions testing and analysis report, preferably by a certified third party.

.2-Please provide a detailed description of the greenhouse gas emissions associated with your fuel, including both burner-tip emissions (uncontrolled stack emissions) as well as life-cycle carbon emissions. Describe the biogenic and non-biogenic carbon proportions of the fuel combustion emissions. The lifecycle carbon emissions (or Carbon Intensity) shall be supported by data and analyses. Include key input assumptions, analysis methodology, and data results. The University prefers an independent third-party assessment and/or verification of life-cycle carbon emissions claims.

D.4. Service Capabilities (Ability to serve UMEC energy demand requirements):

.1-Please discuss your ability and commitment to meet some or all of UMaine’s period fuel requirements listed in **Section 1.1.5.2: Service Requirements**, with an expected delivery start date in 2028. Please include both production capacity and delivery logistics in your response; how would your fuel be delivered to UMaine and what limitations would there be, if any, on meeting peak winter delivery requirements. Responses should include, but are not limited to:

- a. Current and Future production and/or distribution capacity;
- b. Location of production facilities and/or storage facilities that would be serving UMaine; and
- c. Maximum number of trucks that could be delivered per day during the peak winter demands based on projected production.

D.5. Fuel Pricing Structure:

For evaluation purposes, UMaine is interested in multiple pricing structures, and is seeking pricing proposals as specified below.

Pricing shall include all costs for the Respondent to produce, prepare, and deliver the Renewable Liquid Biofuel to the UMEC Plant (119 College Ave, Orono, ME).

UMaine shall own the environmental attributes and greenhouse gas emissions-related claims for all contracted Renewable Liquid Biofuel. The Respondent shall not sell any environmental attributes associated with contracted volumes into voluntary greenhouse gas emissions offset markets or into emissions compliance markets, including but not limited to the California Low Carbon Fuel Standard. Each Respondent shall make a statement confirming this understanding.

For fuels eligible under the U.S. EPA's Renewable Fuel Standard, Renewable Identification Numbers ("RINs") shall convey to the Respondent that the Respondent may retain or monetize the value of the regulatory currency.

Please provide pricing, structured as follows, to meet the Fuel Quality and Service Requirements specified above,

University is requesting a proposal to learn about available pricing structures. Ideally University would like to receive a price quote for both fixed and index structures. Our intent is to better understand the cost and risk components such as; cost of fuel, costs of delivery, valuation of RIN's and straight fuel costs.

Pricing structures recommended:

D.5.1 Flat Price – 10-year term

Please provide price in \$/MMBtu-LHV. Dollars per million btu, on a Lower Heating Value ("LHV") basis.

- Specify with or without delivery. If without, please provide an estimate of current delivery cost and the expected price escalation.

D.5.2 Index Price – 10-year Pricing structure proposed by Respondent, relative to a transparent and liquid market such as NY Harbor ULSD Futures or Henry HUB Natural Gas Futures. The variable index price, may also include:

1. A Firm Fixed Price Floor (in \$/MMBtu) – a low limit for delivered fuel pricing, which the University shall pay even if the applicable market index price dips below the Floor.
2. A Firm Fixed Price Ceiling (in \$/MMBtu) – a high limit for delivered fuel pricing, which the University shall pay even if the applicable market index price exceeds the Ceiling.
3. A Fixed adder (in \$/MMBtu) over NY Harbor ULSD Futures or Henry HUB Natural Gas Futures without the floor/ceiling structure that the University shall have available to hedge desired volumes in the future.

D.5.3 The University will consider Alternative Pricing Structure(s) and terms.

All pricing structures should explain cost components that are separate from fuel itself such as delivery.