



PROCUREMENT JUSTIFICATION FORM (PJF)

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Office of State Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Procurement Services intranet site (Forms page) for additional instructions.

PART I: OVERVIEW				
Department Office/Division/Program:	DEP/Petroleum Management/Petroleum Licensing and Remediation			
Department Contract Administrator or Grant Coordinator:	Stacy Ladner			
(If applicable) Department Reference #:				
Amount: (Contract/Amendment/Grant)	\$ \$950,000	Advantage CT / RQS #:	CT #20250129*1824	
CONTRACT	Proposed Start Date:	1/31/2025	Proposed End Date:	12/31/2029
AMENDMENT	Original Start Date:		Effective Date:	
	Previous End Date:		New End Date:	
GRANT	Project Start Date:		Grant Start Date:	
	Project End Date:		Grant End Date:	
Vendor/Provider/Grantee Name, City, State:	Biodiversity Research Institute 276 Canco Road Portland, ME 04103			
Brief Description of Goods/Services/Grant:	Professional services to support the Mallinckrodt Natural Resource Damage Claim			

PART II: JUSTIFICATION FOR VENDOR SELECTION			
Check the box below for the justification(s) that applies to this request. (Check all that apply.)			
<input type="checkbox"/>	A. Competitive Process	<input type="checkbox"/>	G. Grant
<input type="checkbox"/>	B. Amendment	<input type="checkbox"/>	H. State Statute/Agency Directed
<input checked="" type="checkbox"/>	C. Single Source/Unique Vendor	<input type="checkbox"/>	I. Federal Agency Directed
<input type="checkbox"/>	D. Proprietary/Copyright/Patents	<input type="checkbox"/>	J. Willing and Qualified
<input type="checkbox"/>	E. Emergency	<input type="checkbox"/>	K. Client Choice

<input type="checkbox"/>	F. University Cooperative Project	<input type="checkbox"/>	L. Other Authorization
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Please respond to ALL of the questions in the following sections.

PART III: SUPPLEMENTAL INFORMATION

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

The Maine Department of Environmental Protection (DEP) is the designated lead Natural Resource Trustee for Natural Resource Damage Claims for Maine. The other Maine Natural Resource Trustees are the Maine Department of Inland, Fisheries and Wildlife, Department of Marine Resources, and the Department of Agriculture, Conservation and Forestry. The Maine Trustees also work with the Federal Natural Resource Trustees, the United States Fish and Wildlife Services and the National Oceanic and Atmospheric Administration. As the lead trustee for Maine, the DEP needs to obtain technical and professional support for assessing damage to Maine’s natural resources and for providing case development in support of such cases. The Maine and Federal Natural Resource Agencies (the Trustees) are almost 5 years into a damage claim case for damage to the Penobscot River and adjacent areas from the Mallinckrodt company’s mercury discharges to the river. This work involves obtaining and evaluating data, developing trophic transfer models for assessing mercury uptake from sediment mercury values up through biota, determining damages to biota and associated loss of use of the river, developing and strengthening the support for claiming damages to natural resources, and assisting the Trustees in working with Mallinckrodt toward settlement of the case. The State and Federal Trustees are supported by the Maine Attorney General’s Office and the Federal attorneys for the Department of Interior. Natural Resource Damage (NRD) cases take many years to gather data, evaluate the data, determine damages and reach settlement. The work that is involved in these tasks is very specific and unique. There are several companies that provide this service with some specializing in working for responsible parties and others specializing in working with trustees. While there are more than a few companies qualified to conduct such tasks, it is much more limited than a traditional consultant situation. This contract is for a continuation of the work on assessing damages and reaching an agreement with the current company that provides the Trustees with these services.

2. Provide a brief justification for the selected vendor to supplement the response in Part II. Reference the RFP number, if applicable.

This need is currently satisfied through a contract with Abt Associates (Abt), advantage contract # 20200129*2169 that was a result of a competitive bidding process in 2019, RFP #201903043. The Abt contract is reaching the end of its 5-year contract period in June 2025. In October 2024 the two individuals that worked on this contract for Abt joined a Maine NRD company, Biodiversity Research Institute (BRI). BRI is an authorized subcontractor of Abt and was part of the Abt’s original bid package to the DEP for this case. Abt is in the process of scaling up its contracts to larger cases. It does not plan to continue with contracts that are considered small (Maine’s contract is in this situation). While Abt plans on honoring their current contract with DEP, Abt does not plan on continuing with smaller contracts once they expire. During this transition, Abt is subcontracting the work to BRI under their existing contract. So, for now, the same project knowledgeable individuals are working on the case. The work that has been developed through this contract is unique and would be a substantial setback to start over again with new individuals. The work over the last 4.5 years has included significant case specific data and unique modeling that would be unrealistic to obtain with different individuals and a different company. It is more cost effective and

PART III: SUPPLEMENTAL INFORMATION

efficient to obtain a sole source contract with BRI and continue the case with the same individuals and company (BRI). BRI would also continue the Abt subcontracting of Fuss and O'Neill for NRD restoration engineering work. This company was also a part of the original Abt bid package.

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

The rate sheet for BRI is consistent with other technical and professional rates that are invoiced to DEP. The BRI rates vary from less skilled to more skilled professionals on an hourly rate from \$75 to \$300 per hour and seems fair and reasonable. For research and technical specialists, the rates range from \$75 to \$185, for project administrators and editors, the rates range from \$75 to \$150, for Project managers, the rates range from \$200 to \$300. The rates are also in keeping with other technical and professional fee services when compared to the Federal Government published rates for similar activities. The Federal GSA approved labor rates Specialty Number 541620 for Environmental Consulting Services have pay rates for applicable expertise ranging from \$90 to \$468 depending on the classification. The current NRD consultant and one other NRD consultant that I have access to their rates utilize the GSA rates in setting their consultant hourly rates. The BRI rate sheet for other miscellaneous equipment is also consistent with rates charged by other consultants conducting NRD work. Travel expenses would be reimbursed in accordance with the State of Maine travel rules and rates. Starting in January 2026, the contractor may annually increase its labor rates to adjust the rates for inflation. Purchases would be at cost plus a 10% mark up. This markup is consistent with that used on purchases in the Petroleum Clean Up program. There is a Funding and Participation Agreement (FPA) with the responsible party. Among other items, the FPA addresses reimbursement of trustee staff time and contractor expenses by the responsible party.

4. Describe the plan for future competition for the goods or services.

It is not unusual to have an NRD project continue for a decade or more. Beyond knowledge, data and models that are developed for a particular project, there are case strategies that are developed in conjunction with the project lead and the associated attorneys. Since cases at times go to court, it is important that access to the individuals and companies providing expertise and strategy continue with the project. Depending on what happens in the future, it is possible that small components could be sent out for competitive bidding.

PART IV: AMERICAN RESCUE PLAN ACT (ARPA) / MAINE JOBS & RECOVERY PLAN (MJRP)

Does this request utilize ARPA/MJRP funds?

Yes, MJRP funds (023) – If Yes, please attach the approved Business Case(s).

Yes, ARPA funds (025) – If Yes, please be aware of the requirements from awarding federal agencies.

No – If No, proceed to Part V.



PART V: CONFLICTS OF INTEREST (COI); CONTRACT WITH THE STATE

Maine law contains Conflict of Interest statutes directed to State Departments, State Officers, and Employees Generally under MRS [Title 5, §18](#) and [§18-A](#), in harmony with MRS [Title 17, §3104](#).

The requesting department signatory understands and acknowledges Maine's Conflict of Interest statutes.

PART VI: APPROVALS

The signatures below indicate approval of this procurement request.

Signature of requesting Department's Commissioner (or designee):			
Typed Name:	Melanie Loyzim	Date:	Feb 7, 2025
Signature of DAFS Procurement Official:			
Typed Name:	Kathy Paquette	Date:	3/4/2025