



University of Maine System

REQUEST FOR PROPOSALS (RFP)

MULTI-CAMPUS THERMAL ENERGY PURCHASE AGREEMENT

RFP # 11-13

**University of Maine at Presque Isle
University of Maine at Farmington
University of Maine at Machias
University of Maine at Augusta**

**ISSUE DATE:
December 7, 2012**

**PROPOSALS MUST BE RECEIVED BY:
January 18, 2013**

REQUEST FOR PROPOSALS

SUMMARY

The University of Maine System (UMS), on behalf of the University of Maine at Presque Isle, the University of Maine at Machias, the University of Maine at Farmington, and the University of Maine at Augusta, is soliciting proposals for alternative heating fuels for the above campuses from qualified Suppliers.

Currently, a substantial portion of these campuses are heated with No. 2 heating oil. Market forecasts of this commodity are difficult to forecast, and past index rate performance have trended steadily upward, making the costs of heating our university buildings during Maine winters an ever increasing financial burden on campus operating budgets.

SCOPE

This RFP is intended to solicit proposals for alternative heating fuels, including but not limited to:

- Liquefied Petroleum (LP) Gas
- Compressed/ Trucked Natural Gas (CNG)
- Piped Natural Gas

The University of Maine System will also entertain proposals for co-generation facilities, for interim trucked gas solutions in anticipation of a piped natural gas solution, or other innovative technologies that may be beneficial to the campus(s).

Regardless of proposed fuel commodity and technology, the form of this contract will be a Fuel Purchase Agreement (FPA) over a 5 year term, with an option to renew for an additional 5 years. All costs of the installation (described further below), will be amortized over the duration of the contract and be paid back to the Supplier as part of the cost of fuel delivery, paid on a monthly basis. The goal of the University is to structure any agreements that result from this RFP such that the operating cost to the University to heat the involved facilities will decrease compared with the cost the University would have otherwise paid if it had not acted. The University seeks to realize that economic benefit beginning in the first year and for every year of operation under an agreement resulting from this RFP.

Firms proposing on this scope of services may propose on ANY, SOME, or ALL of the campuses indicated herein.

SITE VISITS

Before submitting a proposal, the bidder may visit the site(s) of the proposed work to become fully acquainted with existing conditions, facilities, difficulties and restrictions, thoroughly examine and be familiar with the specifications and requirements of the particular campuses included in this RFP and your proposal. Contact information to schedule these visits are as follows:

UMPI: Robert Aughinbaugh, robert.aughinbaugh@umpi.edu

UMA: Peter St. Michel, stmichel@maine.edu

UMM: Robert Farris, robert.farris@maine.edu

UMF: Bernard Pratt, ben.pratt@maine.edu

COMMUNICATION WITH THE UNIVERSITY

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

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302
hcwells@maine.edu

EVALUATION CRITERIA

Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to cost, technical merit, quality and responsiveness of the proposal, quality of the proposed installation, quality of the proposed delivery method, company history and experience, and best computed overall value to the University.

AWARD OF PROPOSAL

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will

not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. The University reserves the right to make multiple awards, a single award or no award(s). Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

After award of the contract, the University reserves the right to negotiate the final scope of the work with the successful bidder. This includes, but is not limited to, separation of infrastructure installation costs, engineering design costs, and/ or transportation costs in order to facilitate the project.

AWARD PROTEST

Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

CONFIDENTIALITY

The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. 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 of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential. The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401, et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

COSTS OF PREPARATION

Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

DEBARMENT

Submission of a signed proposal 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.

PROPOSAL UNDERSTANDING

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

PROPOSAL SUBMISSION

A **SIGNED** original and **5 COPIES** of the proposal plus **ONE ELECTRONIC COPY** must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by Friday, January 18, 2013, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The **ELECTRONIC COPY** of the proposal must be provided on CD or flash drive with the complete proposal submission in Adobe Acrobat PDF format. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #11-13

TIMEFRAME

The timeframe for this proposal is as follows:

RFP Advertisement and Solicitation:	December 7, 2012
RFP Due Date:	January 18, 2013
RFP Selection:	February 15, 2013
Alternate Heating Fuel Consumption Start:	October 1, 2013

INSTALLATION CHARACTERISTICS

The RFP submissions should reflect a comprehensive proposal of the necessary engineering, design and infrastructure installation required for safe, code-compliant and successful delivery of the fuel to the university buildings. This includes, but is not limited to:

- Tanks, meters, piping, gauges and other appurtenances required for on-site fuel storage
- Piping in an approved configuration from the storage vessels to the delivery point of each building, to be determined by the University
- Metering devices at each building delivery point for monitoring by University staff, which can be remotely monitored by the campus building management system. Meters should be capable of retrofit to provide data output to the Campus' existing energy or building management system.
- Facilities such as pads, driveways, fencing, security provisions, and utilities that may be required to operate the dispensing station
- Transportation equipment required for maintaining tank fuel levels to meet University demand requirements
- Installation of underground storage tanks as required by campuses for aesthetic reasons
- Stamped professional engineering design documents as required by law
- All permits required by local, state, and federal entities
- A Performance Bond in the amount of the proposed infrastructure upgrades must be included in the costs of this proposal
- A Lease Agreement will be executed with the successful bidder for use of the University land that is to be occupied by the infrastructure improvements. A sample of this agreement is provided in Attachment D. It is anticipated that the rent for the purposes for this scope of work will be \$0.00.

The Supplier will be required to design, install, and operate the proposed facilities and shall perform its obligations under this Agreement in full compliance with all Federal, State, and local laws, rules, and regulations, including but not limited to those laws, rules, and regulations stated herein:

- Maine Public Utilities Commission Regulations, Chapters 420 and/ or 421
- 49CFR192 and/ or 49CFR193 of the Code of Federal Regulations
- NFPA 54, 55, 58, and 101
- Maine Uniform Building and Energy Code
- OSHA Safety regulations with regards to construction and operations
- MDOT and Federal regulations regarding transport, delivery, and unloading of heating fuel products
- University of Maine System and Campus requirements and stipulations regarding design and construction on these campuses
- Any other code, regulation or local ordinance that may bear on this scope of work

The University will retain their current heating fuel systems to be used as a secondary source of fuel in the event of an unexpected loss of service from the Supplier's heating fuel system. The University will install dual-fuel burner elements on their primary heating fuel equipment to accommodate both sources of fuel, as well a necessary piping within the campus buildings from the fuel delivery point to the heating plants, except for UMF as indicated on the Campus Description Sheets in Attachment A. Other equipment, such as laboratory apparatus, cooking appliances and/ or hot water heaters may be converted at the University's option based on commercial availability of such items.

As indicated on the Campus Description Sheets, some of the locations have potential plans for a Central Utility Plant in the future. The proposal shall indicate an accommodation means for a future Central Utility Plant without substantial adverse affect on the system proposed by this solicitation.

Any areas of land on the campus(s) occupied by Supplier equipment and infrastructure shall be governed by a Lease Agreement, and made part of the monthly delivery charge.

TERMS AND CONDITIONS

The following terms and conditions apply in a general sense to all future fuel purchase agreements. Attachment C provides an outline of terms and conditions that will additionally apply to these requirements for the specific commodities they reference.

1. Definitions:

- a. Supplier. The legal corporation or joint venture who agrees to furnish the infrastructure and Alternative Heating Fuel to the UMS by this Agreement.
- b. Alternative Heating Fuel. The heating fuel that is proposed by the Supplier and accepted by the UMS.
- c. Backup Heating Fuel. The heating fuel and systems currently in place and being used by the UMS at its campuses. These fuel systems to be kept intact and operational during Alternative Heating Fuel use to serve as a redundant heating source in the event of a Alternative Heating Fuel outage.
- d. Outage. Any point in time in excess of one (1) hour when the Supplier is unable to deliver Alternative Heating Fuel to the UMS campuses, for reasons other than force majeure. Reimbursements of losses are in effect after one (1) hour of non-service.
- e. UMS. The University of Maine System, acting as the agent of the campuses identified.
- f. Force Majeure. No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption
- g. Heating Season. For the purpose of the Agreement, the Heating Season shall be between September 15 and May 15 of each year.

- h. Projected Consumption. The volume of fuel identified is an estimate of past historical data compiled by the various UMS campuses.
 - i. Cost of Commodity. The cost of the fuel shall be a composite of all of the costs associated with delivering the fuel to the building meters.
 - j. Unit Rate. For all comparisons pertinent to this agreement, the unit rate of any commodity or cost associated with delivering the commodity shall be expressed in terms of US dollars per million British Thermal Units (\$/MMBTU).
 - i. No. 2 fuel oil shall be assumed to contain 139,000 BTU/Gallon.
 - ii. Propane shall be assumed to contain 91,300 BTU/Gallon.
 - iii. Natural Gas shall be measured and billed on an energy basis, expressed in \$/MMBTU.
 - iv. All fuel heating values and energy contents shall be assume to “Higher Heating Value” (HHV) unless otherwise specified.
 - k. Cost of heating oil. For the purposes of this solicitation and for estimating the costs or savings of various proposals hereunder, all parties are to assume the cost of No. 2 heating oil paid by the University will be \$3 per gallon for the period September 15, 2013 through September 15, 2023.
2. Consumption Requirements
- a. UMS agrees to consume and purchase heating fuel from the Supplier, using the Projected Consumptions as a baseline for determining the unit rates
 - b. Future Commodity Competitive Costs. If, at any such time that the cost of the Supplier’s fuel exceeds the unit rate of #2 heating fuel by 5% for a sustained period of more than 10 business days, the UMS, at its discretion, reserves the right to cease consumption of Supplier’s fuel until such time the price drops below the #2 heating fuel rate. The UMS shall not be liable for any lost revenues or operating costs incurred by the Supplier during this period. The UMS does agree to pay for the infrastructure cost unit rate, based on the Projected Consumption quantity during this period.
 - c. Lower Limit. If, at any time, the quantity of fuel demand by the UMS drops by more than 30% below the Projected Consumption levels, the Supplier may propose a rate adjustment increase to be in effect until such time the actual consumption level returns to Projected Consumption level demand.
3. Site Preparation. All costs for site preparation will be the responsibility of the Supplier, and reimbursed per the Cost Structure agreement.
4. Future Service. The Supplier will install the underground piping infrastructure such that it can be readily adapted for piped natural gas supply, should that commodity become available in the future.
5. Sole Source. Upon execution of this agreement, the UMS agrees to purchase the fuel type proposed only from the Supplier, in accordance with the terms of this agreement. The UMS

reserves the right to purchase other fuel types, such as #2 heating oil, from other Suppliers through other purchase agreements.

6. Cost Structure. Supplier shall be paid a per MMBTU rate for actual fuel consumed, comprised of the following units (all in \$/MMBTU):
 - a. Commodity Cost, adjusted monthly by NYMEX Energy Index, as published by CME Group Daily Energy Bulletin
 - b. Transportation Costs, adjusted monthly by NYMEX Energy Index, as published by CME Group Daily Energy Bulletin
 - c. Infrastructure Costs. The total cost of the infrastructure installation as required by the RFP shall be amortized over the duration of the Fuel Purchase Agreement, and translated into a unit rate as stated above.
 - d. Operations and Maintenance. The total cost of the anticipated operations and maintenance effort that will be required over the lifetime of the system, amortized over the duration of the Fuel Purchase Agreement, and translated into a unit rate as stated above.
 - e. Taxes. Any and all applicable taxes lawfully obligated by the UMS during this transaction shall be included in the monthly invoice from the Supplier. Any taxes due from the Supplier in the prosecution of this contract shall be included in the unit rates described above.
 - i. The UMS is a tax-exempt organization.
 - f. Profit. The profit margin or service fee shall be identified as a percentage above and beyond the costs and taxes described above.
7. Operations and Maintenance (O&M). The Supplier shall be responsible for all operations and maintenance of the installed infrastructure up to and including the meter station at each building. This includes all jurisdictional inspections, certifications, and licenses that may be required to operate the facility. The costs of any maintenance, overhaul, or required equipment replacement that may be required during the duration of the Fuel Purchase period will be the responsibility of the Supplier at no additional cost to the UMS.
 - a. Timing. The Supplier will make arrangements for all necessary O&M activities outside of the Heating Season, to the best of its ability.
 - b. Outages. If at any time there is an outage due to O&M activities during the Heating Season where the UMS is required to use its Backup Heating System, the Supplier shall be responsible for the cost difference between the Alternative Heating Fuel and the backup fuel. The UMS and Supplier will jointly investigate and agree on current backup fuel levels prior to taking the Alternative Heating Fuel delivery system offline and document levels to the UMS Facilities Director. At the completion of the outage, the UMS and Supplier will review and measure actual fuel consumed, and document consumed volumes and costs of backup fuel consumption to the UMS Facilities Director. Tally of volume consumed multiplied by the delivered unit rate cost difference will be withheld from Supplier's next monthly invoice.

8. Periodic use of Backup Heating Fuel. The UMS, at its discretion, may utilize Backup Heating Fuel for the purpose of consuming old or dated Backup Heating Fuel such that the system will continue to perform reliably.
9. Other Outages. If at any time there is an outage due to reasons other than force majeure, and the UMS needs to engage its Backup Heating Fuel system, the Supplier shall be responsible for the cost difference between the Alternative Heating Fuel and the backup fuel. The Supplier shall have means in place, or readily available within the Outage duration, to provide electrical power to the installation as required for delivery of the product to the University. The UMS and Supplier will jointly investigate and agree on current backup fuel levels prior as soon as possible after the Alternative Heating Fuel delivery system is offline, and document levels to the UMS Facilities Director. At the completion of the outage, the UMS and Supplier will review and measure actual fuel consumed, and document consumed volumes and costs of backup fuel consumption to the UMS Facilities Director. Tally of volume consumed multiplied by the delivered unit rate cost difference will be withheld from Supplier's next monthly invoice.
10. Property Lease. All equipment and piping installations will be subject to a land use lease agreement with the UMS. Refer to *Attachment D* for details.
11. Disposition of Equipment and Infrastructure. At the termination of the Fuel Purchase Agreement, the Supplier will transfer ownership of all equipment, materials, and residual fuel stores to the UMS.
12. Fuel Purchase Agreement Term. This Agreement will span 5 years, with an option to renew at the end of that term for an additional 5 years at the mutual agreement of both parties. In the event that the University does not wish to extend the agreement, or at the subsequent end of any Agreement, the Supplier will be responsible for purging and "making safe" all facilities and pipelines, at the discretion of the University and any local authorities having jurisdiction. The cost for potential facility "abandonment" at the end of the term to be included in the Supplier's Infrastructure Cost component of this proposal.

RFP Response Form

QUESTION	RESPONSE
Company Name?	
Is this a Joint Venture with another corporate entity(s)? If so, please list other names.	
Campus this proposal covers? (Circle ONE, and then fill out additional sheets for other campuses that you are proposing on)	<input type="checkbox"/> UMPI <input type="checkbox"/> UMF <input type="checkbox"/> UMM <input type="checkbox"/> UMA
Commodity Cost	\$/MMBTU
Transportation Cost	\$/MMBTU
Infrastructure Cost (Including Performance Bond)	\$/MMBTU
Operations and Maintenance Cost	\$/MMBTU
Taxes	\$/MMBTU
Profit	\$/MMBTU
Total Alternative Fuel Proposal Rate (Sum total of above)	\$/MMBTU

Provide Unit Pricing on the Following Pipes, by Size

1. Assume Yellow Medium Density Polyethylene Pipe, sized for Natural Gas Delivery at 2 PSI at the Delivery Point)
2. Assume pipe is installed underground per applicable codes and regulations

6" Pipe	_____	\$/LF
4" Pipe	_____	\$/LF
3" Pipe	_____	\$/LF
2" Pipe	_____	\$/LF
1" Pipe	_____	\$/LF

In addition, please provide information relative to your firm's history and experience within the scope of work requested by this RFP, including summaries of similar successfully executed agreements, experience of key personnel on your staff relative to execution of this agreement, and a summary of available resources (personnel, equipment, facilities) that are to be utilized in the successful execution of the Fuel Purchase Agreement.

We hereby present our proposal, subject to the items defined above.

Signature

Print Name/ Title

Date

ATTACHMENT A – CAMPUS DETAILS

University of Maine at Presque Isle

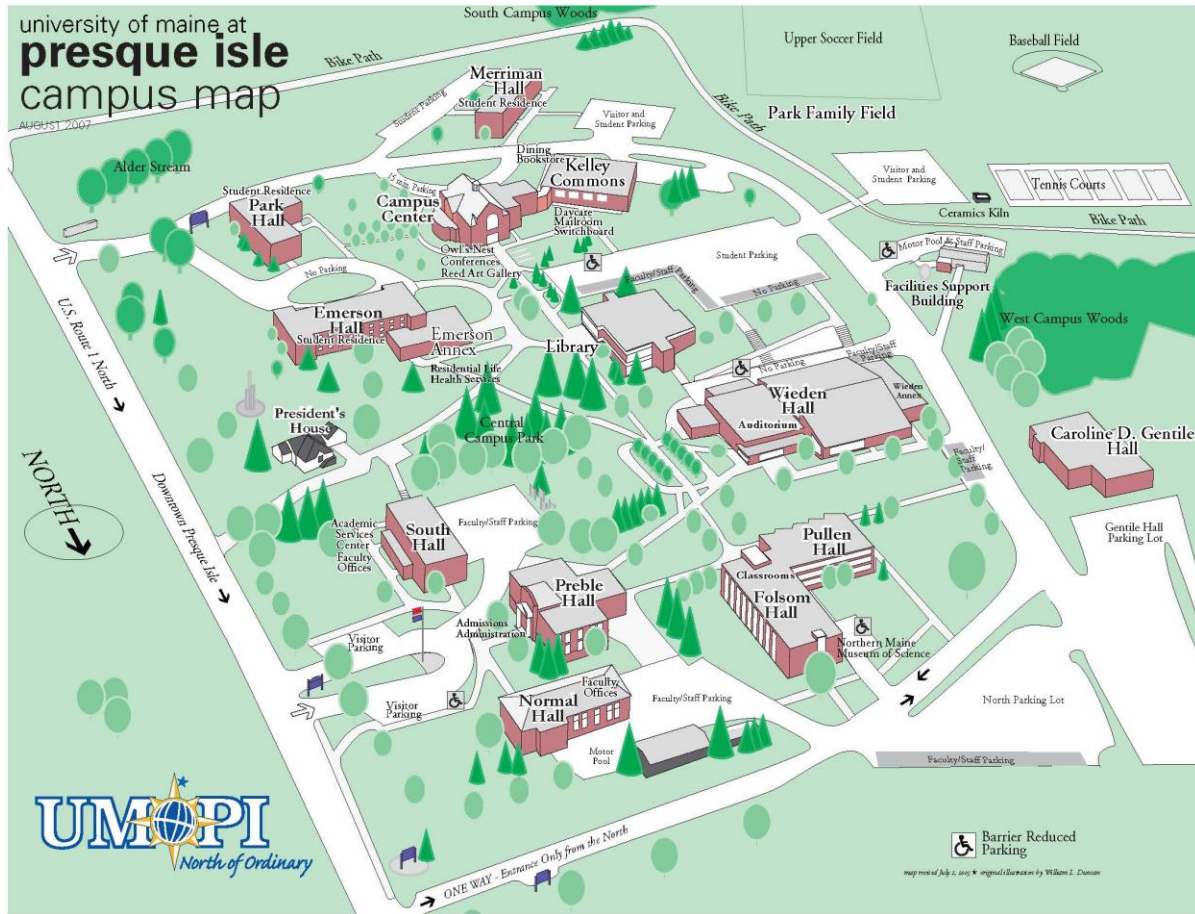


TABLE UMPI-1: Summary

Item	Value
Heating Degree Days (5-Yr Average - Annual Cumulative)	8499.3
#2 Heating Oil Consumption (Annual)	198100
Equivalent MMBTUs (Projected Consumption)	27536
Number of Buildings to be Converted	16

Campus Particulars

1. UMPI is very interested in a CNG alternative fuel delivery option, as there are other large facilities in Presque Isle that are already converting to CNG
2. There is no existing plan for a Central Utility Plant in the future. The campus is open to such a proposal if warranted.

3. There is an active large wind turbine on campus
4. The installation timeline of a natural gas pipeline to the vicinity of this campus is unknown

TABLE UMPI-2: Building Details

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume
Gentile HP&E Building	8,000	#2	25,000
Kelley Commons	10,000	#2	25,000
Merriman Hall	6,670	#2	11,500
Normal Hall - Preble Hall	15,500	#2	22,000
South Hall	6,000	#2	7,000
President's Residence	275	#2	1,650
Wieden Hall	8,000	#2	42,000
Emerson Hall	10,000	#2	47,500
Folsom Hall	990	#2	2,750
Physical Plant Bldg	660	#2	3,000
Skyway	2,500	#2	3,000
Houlton Center	990	#2	5,100
17 Northern Lane	275	#2	650
19 Northern Lane	275	#2	650
21 Northern Lane	275	#2	650
23 Northern Lane	275	#2	650
Total #2 Fuel			198,100

Assume delivery point is the oil fill location as it exists at the particular building.

University of Maine at Farmington

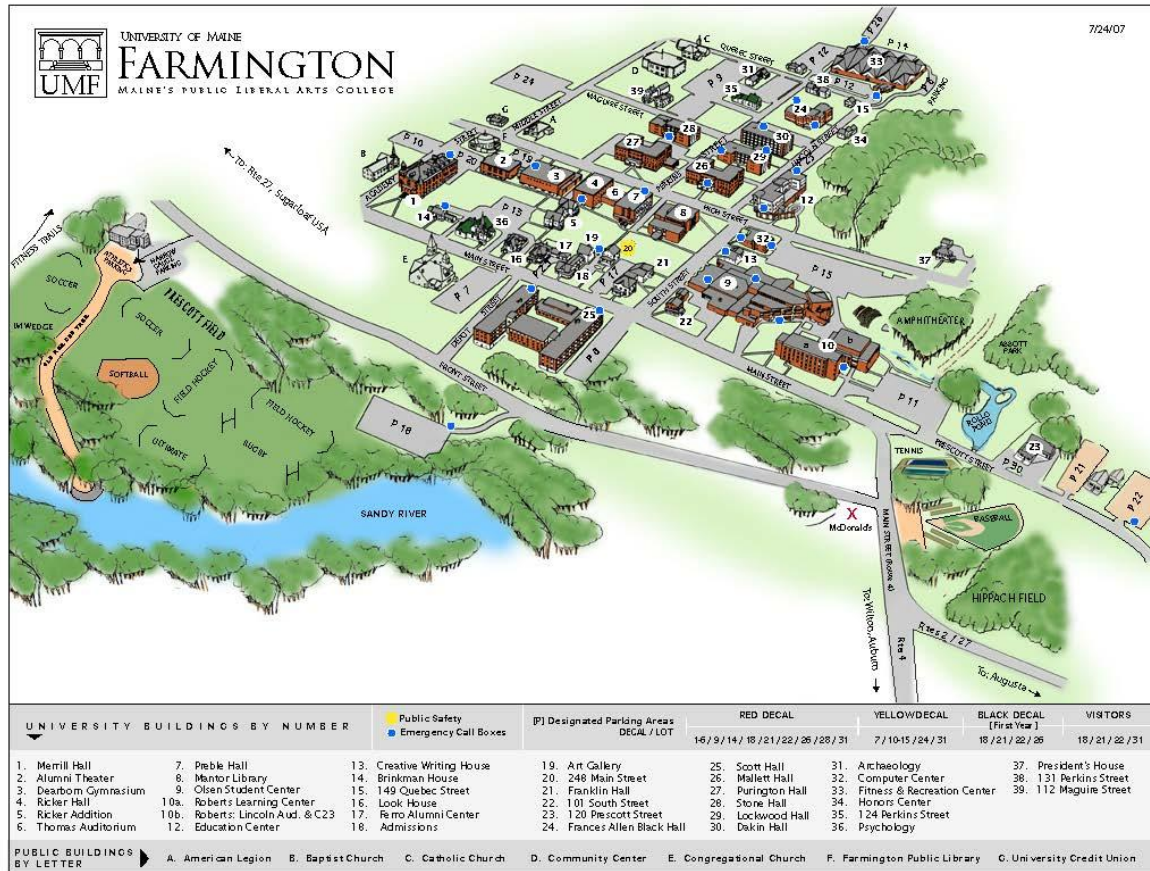


Table UMF – 1: SUMMARY

Item	Value
Heating Degree Days (5-Yr Average - Annual Cumulative)	8088.8
#2 Heating Oil Consumption (Annual)	430900
Equivalent MMBTUs (Projected Consumption)	59895
Number of Buildings to be Converted	27

Campus Particulars

1. UMF will not consider CNG solutions
2. There is no plan for a Central Utility Plant in the future, however, the campus is open to pursuing this option
3. There is a substantial geothermal installation on campus, with plans for future expansion

4. The campus is open to and has expressed interest in accessing piped natural gas once the infrastructure is available. The installation timeline of a natural gas pipeline to the vicinity of this campus is unknown.
5. It is likely that any proposed LP gas tank installations will be required to be buried.
6. The campus is keenly interested in particular in an initial project to replace the boiler and energy source in Merrill Hall.

Table UMF – 2: Building Details

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume
Facility Management #1	275	#2	2,000
Facility Management #2	275	#2	2,000
Facility Management #3	275	#2	2,000
Francis Allen Black Hall	5,000	#2	15,000
Computer Center	2 - 330	#2	8,000
Dakin Hall/Lockwood Hall	10,000	#2	34,000
Dearborn Gym/Alumni Theatre/Merrill Hall	10,000	#2	50,000
Student/Dining Center	10,000	#2	50,000
Franklin Hall	3 – 330	#2	8,000
Fitness & Rec Center	4,000	#2	20,000
Fitness & Rec Center	1,000	#2	8,000
Learning Center	10,000	#2	32,000
125 Lincoln Street	275	#2	1,500
238 Main Street	275	#2	3,000
228 Main Street	275	#2	2,400
242 Main Street	275	#2	3,200
246 Main Street	275	#2	2,600
248 Main Street	275	#2	2,200
Preble/Ricker/Mantor	10,000	#2	52,000
144 Quebec Street	275	#2	2,000
Scott Hall Complex	10,000	#2	55,000
115 South Street	275	#2	2,500
Stone/Mallett/Purington	8,000	#2	64,000
234 Main Street	2 – 330	#2	4,700
104 Lake Ave	275	#2	1,200
110 Maguire Street	275	#2	1,800
112 Maguire Street	275	#2	1,800
Total #2 Fuel			430,900

Assume delivery point is the oil fill location as it exists at the particular building.

University of Maine at Machias

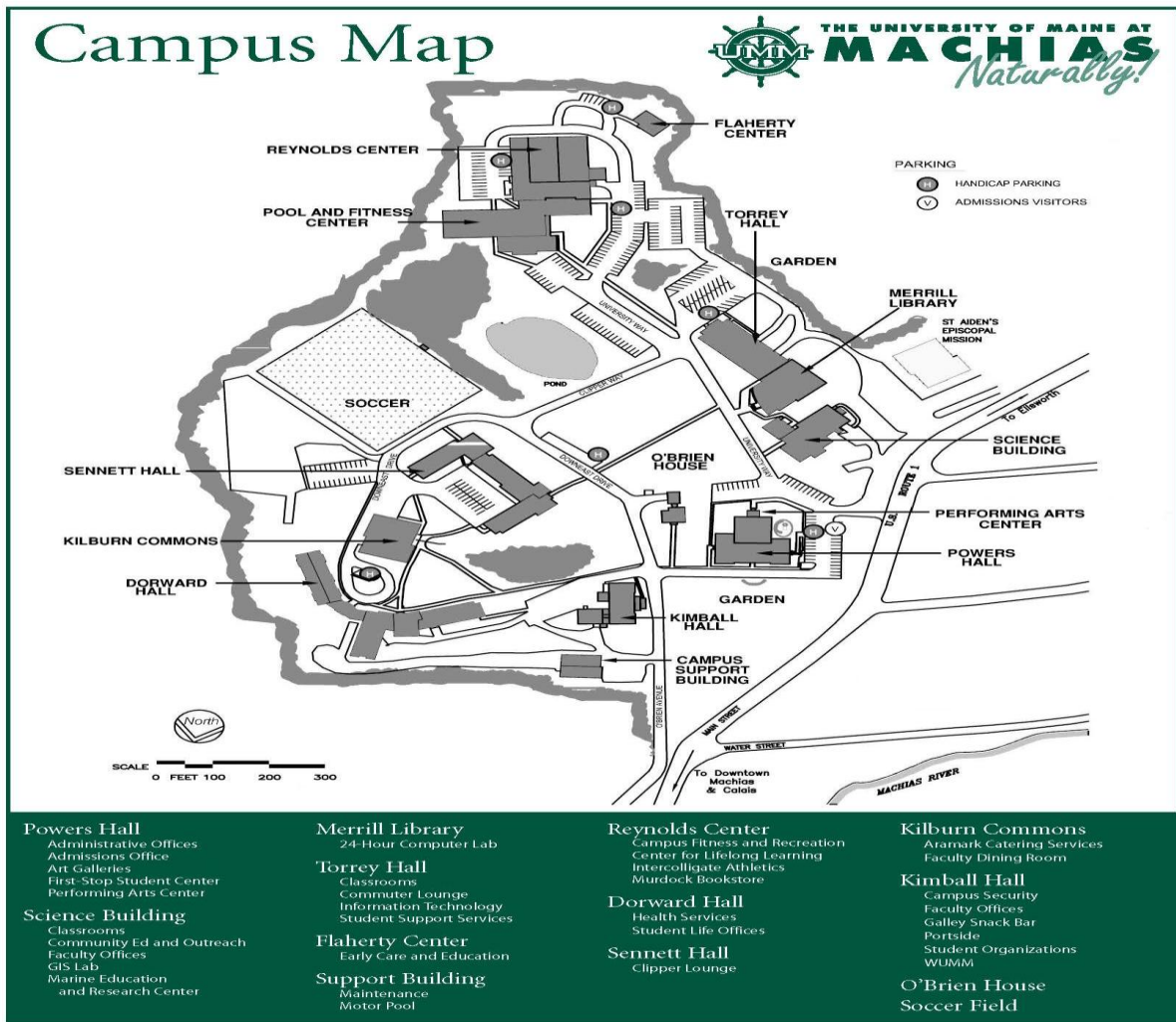


TABLE UMM-1: Summary

Item	Value
Heating Degree Days (5-Yr Average - Annual Cumulative)	7990.0
#2 Heating Oil Consumption (Annual)	130000
Equivalent MMBTUs (Projected Consumption)	18070
Number of Buildings to be Converted	12

Campus Particulars

1. There is a substantial amount of ledge on this campus. It is anticipated that any underground installation will encounter substantial amounts of ledge
2. There is no plan for a Central Utility Plant in the future

3. In recent years, several of the buildings have been converted to LP gas heating fuel systems.
4. The installation timeline of a natural gas pipeline to the vicinity of this campus is unknown.

TABLE UMM-2: Building Details

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume
Dorward Hall	6,000	#2	23,000
ECEC	275	#2	1,300
Kilburn Commons	8,000	#2	17,000
Kimball Hall	5,000	#2	13,000
O'Brien House	330	#2	1,200
Powers Hall	4,000	#2	9,600
Reynolds Center/CLL	6,000	#2	28,000
Science Building	10,000	#2	11,500
Sennet Hall North	4,000	#2	7,300
Sennet Hall South	2,500	#2	6,000
Support Building	330	#2	1,600
Torrey Hall	8,000	#2	10,500
Total #2 Fuel			130,000

Assume delivery point is the oil fill location as it exists at the particular building.

The University of Maine at Augusta

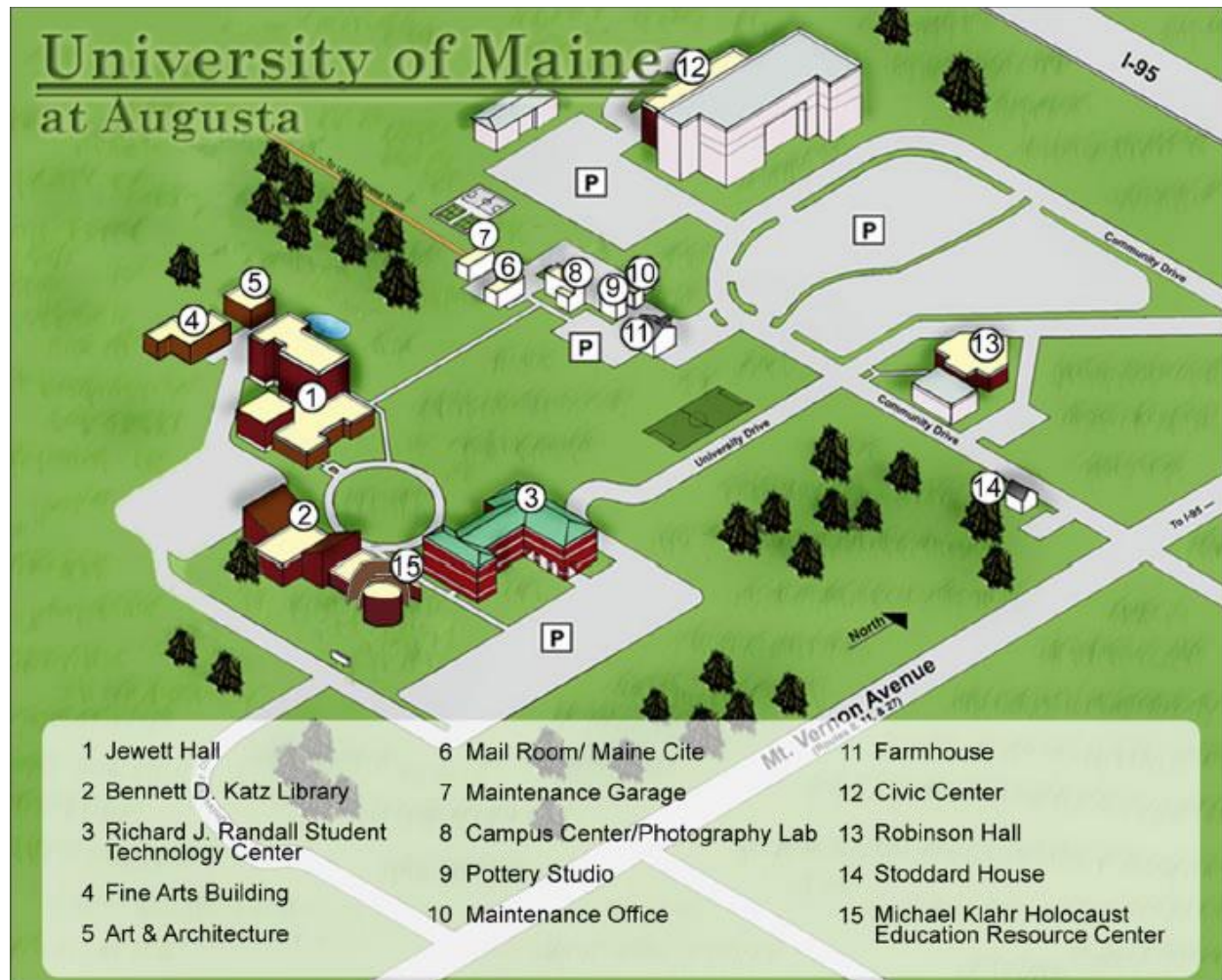


TABLE UMA-1: Summary

Item	Value
Heating Degree Days (5-Yr Average - Annual Cumulative)	7550
#2 Heating Oil Consumption (Annual)	108500
Equivalent MMBTUs (Projected Consumption)	15082
Number of Buildings to be Converted	

Campus Particulars

1. There is no plan for a Central Utility Plant in the future
2. The campus is open to and has expressed interest in accessing piped natural gas once the infrastructure is available. The installation timeline of a natural gas pipeline to the vicinity of this campus is unknown

TABLE UMA-2: Building Details

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume
Campus Center	275	#2	3,000
Maintenance Shop	275	#2	2,000
Farm House	275	#2	3,500
Pottery Shop	275	#2	700
Stoddard House	275	#2	900
Jewett Hall	10,000	#2	20,000
Fine Arts Building	1,000	#2	4,000
Art/Arch Building	190	#2	1,200
Learning Resource Center	10,000	#2	35,000
Robinson Hall	2,000	#2	6,700
Student Center	5,000	#2	24,000
331 Water Street	3 - 330	#2	7,500
Total #2 Fuel			108,500

Assume delivery point is the oil fill location as it exists at the particular building.

ATTACHMENT B – INSURANCE REQUIREMENTS

Suppliers Liability Insurance: During the term of this agreement, the Supplier shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$5,000,000 per occurrence or more (Bodily Injury and Property Damage, including completed operations)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System

16 Central Street

Bangor, Maine 04401

ATTACHMENT C – UMS FUEL PURCHASE CONTRACTS FOR CNG AND LP

**Contract for Purchase and Sale of Compressed Natural Gas Fuel between The
University of Maine System and [Seller]**

This Contract for Purchase and Sale of Compressed Natural Gas Fuel (hereinafter referred to as "Agreement") is made effective as of the ___ day of _____ 20__, by and between The University of Maine System, a body politic and corporate and an instrumentality and agency of the State of Maine with a mailing address of _____ (hereinafter referred to as "Purchaser"), and the [Seller], a _____ with a mailing address of _____ (hereinafter referred to as "Seller").

RECITALS:

Whereas, Purchaser wishes to purchase from Seller compressed natural gas fuel requirements for certain of its facilities; and

Whereas, Seller wishes to sell to Purchaser compressed natural gas fuel to meet Purchaser's requirements at Purchaser's facilities, in accordance with the terms of this Agreement.

Now, Therefore, in consideration of these presents. Purchaser and Seller agree as follows:

1. **Purchase Obligations.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all of Purchaser's compressed natural gas fuel ("CNG") requirements for those certain facilities listed in Table 1 – List of Facilities and Adders, as provided in Appendix A attached to this Agreement (hereinafter referred to as the "Facilities", or individually as the "Facility"). Notwithstanding and provision in this Agreement, Purchaser may, in its sole discretion, reduce or discontinue purchase of CNG requirements at any Facility or Facilities by switching to fuel(s) other than CNG to meet its energy needs during the Term of this Agreement.

2. Price. The price for CNG covered by this Agreement shall be the sum of the cost of CNG plus the Infrastructure Costs as set forth herein:

A. The CNG price shall be determined on a price-per-mmbtu basis from time-to-time by the price index described below, as of the date of delivery of CNG by Seller to Purchaser at any of Purchaser's Facilities. The price index shall be the Tennessee Zone 6 200 Leg Spot Price at closing as reported by Bloomberg for the day of delivery. An amount per mmbtu shall be added to this Index Price equal to the price per mmbtu attributable to transportation, delivery and overhead ("Adder"). The Adder detail for each Facility is specified in Table 1. Annually, in June, Seller may adjust the Adder by the cumulative change in the Producer Price Index for All Commodities (Index WPU00000000) published by the U.S. Department of Labor, Bureau of Labor Statistics for the previous 12 months.

B. The Infrastructure Cost shall be the amount shown per month in Table 2 – List of Facilities and Infrastructure Costs as provided in Attachment A, hereto.

3. Payment Terms. Seller shall invoice Purchaser weekly for all CNG delivered to Purchaser during the prior week priced in accordance with Paragraph 2 of this Agreement. Payment terms shall be net thirty (30) days. A late charge of ____ per month shall accrue upon all invoices unpaid for thirty (30) days or more, until paid in full.

4. Delivery/Title. Title to CNG covered by this Agreement shall pass from Seller to Purchaser upon delivery to Purchaser's Facilities at Purchaser's meter(s). Transportation of CNG to Purchaser's Facilities shall be the responsibility of Seller in accordance with all applicable State and Federal requirements. Actual delivery of CNG shall be in accordance with applicable State and Federal rules, and when reasonably requested, Purchaser shall comply with all applicable State and Federal rules regarding the use and storage of CNG. Seller shall not be responsible for unanticipated use or waste of CNG by Purchaser or in circumstances outside of Seller's control. Purchaser shall provide Seller with no less than thirty (30) days advance written notice of requested delivery schedule changes for any of Purchaser's facilities which may result in greater CNG needs and a greater frequency of CNG deliveries.

5. Taxes. Seller and Purchaser agree that any duty, tax, fee or other charges which Seller may be required to collect or pay under any municipal, state, federal or other law now in effect or hereafter enacted with respect to the sale, delivery or use of CNG fuel covered by this Agreement shall be added to the prices to be paid by Purchaser for the CNG purchased

hereunder, provided, however, that in no event shall Purchaser be responsible to pay any taxes on Seller's income, Seller's legal existence or status, or Seller's property or payroll taxes.

6. Force Majeure.

A. The parties shall not be liable for any non-performance or delay in performance caused by or resulting from war, or war-like operations; fire, earthquake, explosion, flood, storm, perils of the sea, act of God, or accidental interruption by governmental action or otherwise of supply; or any other cause whatsoever beyond the reasonable control of the non-performing party (herein called "force majeure"). Purchaser acknowledges that Seller is not a producer of the CNG sold under this Agreement.

B. If force majeure shall occur, Seller shall notify Purchaser within forty-eight (48) hours after Seller has notice thereof. If Seller estimates that force majeure shall continue for more than thirty (30) days, Seller shall so notify Purchaser, and Purchaser may, upon fifteen (15) days written notice to Seller, terminate this Agreement without liability of any kind/or purchase replacement CNG from another source. In the event of a force majeure, Purchaser may also, without penalty, purchase replacement CNG from another source in the event that, in the determination of Purchaser, Seller cannot deliver CNG within a sufficient time to prevent depletion of existing CNG supplies at any of its Facilities subject to this Agreement.

C. If, by reason of force majeure, supplies of CNG from Seller's then existing sources of supply are curtailed or cut off, Seller may allocate in such a manner as shall, in Seller's judgment, fairly prorate among its existing or prospective Agreement or non-Agreement customers, such quantities as may then be in Seller's storage and such quantities as may be received by Seller in the ordinary course of business from existing or other sources of supply for Seller's business. Notwithstanding the foregoing, Purchaser may, without penalty, purchase replacement CNG from another source so long as, in the determination of Purchaser, Seller cannot deliver sufficient CNG to meet requirements of Purchaser's Facilities.

7. Determination of Quantity and Quality. The quantity and quality of CNG sold hereunder shall be for all purposes conclusively deemed to be the quantity and quality set forth in Seller's document of delivery unless within thirty (30) days of the date of delivery Purchaser delivers to Seller written notice of any claimed shortage in quantity or claimed deviation in quality. Time is of the essence in complying with this provision. Quantity will be measured in

mmbtu, using a conversion heat content of 1,034 btu/cubic foot, unless Seller can demonstrate a different heat content.

8. **Express Warranties.** Seller warrants that it will convey good title to the CNG supplied hereunder, free of all liens and subject to the remedies available to either party under the Maine Uniform Commercial Code. The foregoing warranty of title is exclusive and is in lieu of all other warranties, whether written, oral or implied. The warranty of merchantability, in other respects than expressly set forth herein, and warranty of fitness for a particular purpose, in other respects than expressly set forth herein, are expressly excluded and disclaimed.

9. **Storage and Delivery Equipment.** All storage tanks, regulators, meters and vaporizers supplied by Seller and kept at Purchaser's Facilities for the purpose of storing and delivering CNG to Purchaser shall be the property of Seller, unless otherwise specified in an exhibit to this Agreement. Seller shall have access thereto at any and all times for the purpose of inspection, maintenance, repair or removal. Except as otherwise expressly provided for herein, all storage tanks, regulators, meters and vaporizers shall be provided by Seller to Purchaser at the Infrastructure Cost in Table 2, so long as this Agreement is in effect. Further, it is understood that Purchaser owns all underground lines – and meters along this line - and will be responsible for taking all reasonable steps to insure adequate protection of Seller's equipment, to include protective barriers, guardrails and or bollards, etc. Should Purchaser determine that any existing installation does not meet code requirements, Seller will bring any and all installations up to code at its own expense.

10. **Insurance.** Seller shall at its own expense secure and maintain, and shall require its Subcontractors to secure and maintain, throughout the Term of this Agreement, the following insurance with companies demonstrating an AM Best rating of no less than A-. Certificates evidencing such insurance shall be produced prior to commencing work under this Agreement. Said certificates shall contain evidence that the policy or policies shall not be canceled or altered without at least thirty (30) calendar days prior written notice to Purchaser. The insurance coverages and limits required to be maintained by Seller shall be primary and shall not contribute with any insurance coverage by Purchaser. To the maximum extent permitted by applicable law, all insurance policies maintained by Seller in accordance with this provision and any other insurance maintained applicable to Seller's performance hereunder shall provide a waiver of subrogation in favor of Purchaser.

(A) Worker's Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws and Employers' Liability Insurance which limit shall be \$1,000,000 per accident for Bodily Injury and \$1,000,000 per employee/aggregate for disease.

(B) Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence. This shall include products/completed operations coverage and shall also include Broad Form Contractual coverage specifically for this Agreement. Purchaser (including its parent, subsidiary, affiliated and managed entities) its directors, officers and employees, agents and assigns shall be named as additional insureds.

(C) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Seller with a minimum combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage. Purchaser (including its parent, subsidiary, affiliated and managed entities) its directors, officers and employees, agents and assigns shall be named as additional insureds.

(D) Excess coverage with respect to (B) and (C) above with a minimum combined single limit of \$5,000,000.

11. **Laws.**

A. Purchaser recognizes that Seller is storing and delivering a hazardous substance and agrees that in receiving and utilizing CNG purchased from Seller, Purchaser will in all respects exercise the strictest care required by law and that it will comply with all applicable federal, state and local laws and ordinances, as exist now or hereinafter come into force relating to the use, maintenance and labeling of storage tanks, the prevention of spills, leaks, venting or other improper escape from product containers or storage tanks, and the method of cleanup for disposal of product which has leaked, spilled, vented or otherwise improperly escaped from containers or storage tanks.

B. Purchaser shall at all times during the terms of this Agreement maintain all necessary licenses, permits and authorities to undertake its business and maintain its store, storage and administrative facilities served under this Agreement.

12. **Compliance with Laws.** Both parties expressly agree that it is not the intention of either party to violate statutory or common law and that if any section, sentence, paragraph, clause or

combination of same within this Agreement is in violation of any law, such provisions shall be inoperative and the remainder of this Agreement shall remain binding upon the parties hereto unless, in the judgment of either party, the remaining portions hereof are inadequate to properly define the rights and obligation of the parties, in which event such party shall have the right, upon making such determination, to thereafter terminate this Agreement upon written notice to the other.

13. Performance Terms and Conditions.

(A) Compliance: The Seller's performance under this Agreement shall comply with all Federal, State, and local laws, rules, and regulations, including but not limited to those laws, rules, and regulations stated herein or otherwise incorporated in this Agreement. The Seller shall obtain an excavation permit from Purchaser for any and all excavation activities on Purchaser property. The Seller shall comply with applicable Purchaser policies. Purchaser policies shall include but are not limited to parking policies, the tobacco-free campus policy, and the vehicle idling policy. Purchaser policies may include those pertaining to environmental and workplace safety, at the discretion of the Purchaser.

The Purchaser must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, §1541 et. seq. "Smoking Prohibited in Public Places." In compliance with this law, the Purchaser has prohibited smoking in all Purchaser buildings except in designated smoking areas. This rule must also apply to all Sellers and workers in existing Purchaser buildings. The Seller shall be responsible for the implementation and enforcement of this requirement within existing buildings.

B. Employees: The Seller 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 Purchaser. If the Purchaser notifies the Seller 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 Purchaser.

C. Condition and Care of Site and Protection of the Work: The Seller shall continuously maintain adequate protection of all work covered by the Agreement from damage

or loss and shall protect persons and property from injury or loss arising in connection with this Agreement, and shall make good any such damage, injury or loss. The Seller shall adequately protect adjacent property as provided by law and the Agreement.

D. **Workplace Safety and Environmental Safety Plans.** Seller shall submit a copy of its written plan(s) pertaining to occupational and workplace safety, and environmental safety of all Seller activities that may be performed under this Agreement. The submittal shall include a written copy of the "Spill Prevention Control and Countermeasures Plan," which shall include, but is not necessarily limited to, the equipment, procedures and assistance they will provide in the event of a fuel spill (major or minor) as well as what assistance and procedures they will provide in the event of a leaking fuel tank or other system component. All Plans shall be filed prior to the date of performance under this Agreement.

E. **Spills/Releases.** Seller shall be responsible for complete and immediate clean-up of any spills/releases internal or external, caused by their negligence, equipment, or employees in accordance with all applicable regulations and statutes. Seller must notify the Purchaser's designated employee in writing within twenty-four (24) hours of any incident whether such spill or release has resulted in any type of contamination, such as soil or groundwater. "Clean up" means that there will be no remaining trace of contamination.

14. **Equal Opportunity.** In the execution of the Agreement the Seller and all subcontractors agree, consistent with Purchaser of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

15. **Sexual Harassment.** The Purchaser is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The Purchaser thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as Purchaser policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Agreement without advance notice. Further information regarding this policy is available from the University of Maine System, Office of Equal Opportunity by calling (207) 973-3201.

16. **Indemnification.** Seller shall indemnify, defend and hold Purchaser harmless with respect to all damages, claims or liability, excepting those covered by Purchaser's workers compensation, (including expenses and reasonable attorney's fees) against Seller or Purchaser arising from Seller's handling or delivering of CNG to Purchaser's Facilities or from the installation, repair, maintenance, removal or other use of the equipment caused by Seller, its employees, agents or independent Sellers or from any breach of this Agreement. Upon receipt by Purchaser of notice of any such claim, Purchaser shall afford immediate notice thereof to Seller, and Seller shall undertake defense of all claims for and on behalf of itself and Purchaser, including the selection and payment of defense counsel. Purchaser may retain counsel of its own in any such matter, at its own expense.

Purchaser shall indemnify, defend and hold Seller harmless with respect to all damages, claims or liability, excepting those covered by Purchaser's workers compensation, (including expenses and reasonable attorney's fees) against Seller or Purchaser arising from Purchaser's handling, repair, maintenance, removal or other use of the equipment caused by Purchaser or from any breach of this Agreement; PROVIDED that any liability of the Purchaser under this Agreement shall be limited by the provisions and limitations of the Maine Tort Claims Act, 14 MRSA § 8101, et. seq. Upon receipt by Seller of notice of any such claim, Seller shall afford immediate notice thereof to Purchaser, and Purchaser shall undertake defense of all claims for and on behalf of itself and Seller, including the selection and payment of defense counsel. Seller may retain counsel of its own in any such matter, at its own expense.

Delay by either party in providing notice of a claim under this section shall not be considered to be a default of that party's material obligations under this Agreement. In the event that a delay in providing notice under this section by either party results in the other party incurring additional costs, the party causing the delay in notice shall be responsible for those additional costs, provided that the party incurring additional costs can reasonably establish that those additional costs were the direct result of not receiving immediate notice of a claim by the other party.

17. **Damages.** No claim shall be made under this Agreement for special, consequential or punitive damages, except as expressly provided otherwise herein.

18. **Term; Termination.**

A. This agreement shall be in effect for the period commencing _____ and ending _____.

B. This Agreement may be immediately terminated: (i) upon assignment of the Agreement contrary to the provisions of this Agreement; (ii) if either party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership, or similar proceeding, or makes a general assignment for the benefit of its creditors; or (iii) if either party defaults in any of its material obligations under this Agreement and does not act to cure the default within thirty (30) days following written notice by the other party.

C. Termination of this Agreement by either party for any reason shall not relieve the parties of any obligation heretofore accrued under this Agreement.

19. **Independent Seller.** Whether the Seller is a corporation, partnership, other legal entity, or an individual, the Seller is an independent Seller. The manner in which the services are performed shall be controlled by the Seller; however, the nature of the services and the results to be achieved shall be specified by the Purchaser. The Seller is not to be deemed an employee or agent of the Purchaser and has no authority to make any binding commitments or obligations on behalf of the Purchaser except as expressly provided herein.

20. **Entire Agreement.** This Agreement is intended by the parties to be a final, complete and exclusive statement of their agreement about the matters covered herein. There are no oral understandings, representations or warranties affecting the Agreement. No amendment or alteration to this Agreement shall have any effect unless made in writing and signed by an authorized representative of Seller and by Purchaser.

21. **Prior Agreements.** This Agreement cancels and supersedes any prior communications, representations or agreements between the parties hereto whether verbal, written or electronic, covering the purchase and sale of CNG now covered by this Agreement.

22. **Assignment.** Purchaser may assign this Agreement without Seller’s consent to a campus of The University of Maine System. Purchaser may assign this Agreement otherwise only with the prior written consent of Seller, which shall not be unreasonably withheld, delayed or conditioned. Seller may assign this Agreement only with the prior written consent of Purchaser, which shall not be unreasonably withheld, delayed or conditioned.

23. **Waiver.** No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

24. **Notices.** All written notices required or permitted to be given by this Agreement shall be deemed to be duly given if delivered personally or sent by certified mail to Seller or to Purchaser, as the case may be, at the address set forth below or such other address as may be furnished by either party to the other in writing in accordance with the provisions of this paragraph. The date of personal delivery or the third (3rd) business day after mailing shall be deemed the date of giving such notice except for notice of change of address, which must be received to be effective.

Seller

Purchaser

[Seller]

The University of Maine System

25. **Binding Effect.** This Agreement shall inure to and be binding upon the successors and permitted assigns of the parties hereto.

26. **Governing Law; Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Maine, as from time to time constituted and without regard to the conflicts of laws principles thereof. The parties agree that any action brought in connection with this Agreement shall be maintained only in a court of competent subject matter jurisdiction located in the State of Maine or in any court to which appeal therefrom may be taken. The parties hereto consent to the exclusive personal jurisdiction of such courts for all such purposes.

27. **Counterparts; Fax Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile reproduction of the signature of any party to this Agreement shall be admissible as evidence of the original signature itself in any judicial or administrative proceeding, whether or not the original is in existence.

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IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day of the _____ day of _____, 20__.

THE UNIVERSITY OF MAINE SYSTEM

By: _____

Name: _____

Title: _____

Date: _____

[SELLER]

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

Table 1 List of Facilities and Adders

Name of Facility	Address	City	State	Zip	Adder 1	Adder 2	Total Adder

[Adder is in Dollars per Gallon]

Table 2 List of Facilities and Infrastructure Costs

Name of Facility	Address	City	State	Zip	Infrastructure Costs

[Infrastructure Costs are in dollars per Calendar Month]

Contract for Purchase and Sale of Propane Fuel between The University of Maine System and [Seller]

This Contract for Purchase and Sale of Propane Fuel (hereinafter referred to as "Agreement") is made effective as of the ___ day of _____ 20___, by and between The University of Maine System, a body politic and corporate and an instrumentality and agency of the State of Maine with a mailing address of _____ (hereinafter referred to as "Purchaser"), and the [Seller], a _____ with a mailing address of _____ (hereinafter referred to as "Seller").

RECITALS:

Whereas, Purchaser wishes to purchase from Seller propane fuel requirements for certain of its facilities; and

Whereas, Seller wishes to sell to Purchaser propane fuel to meet Purchaser's requirements at Purchaser's facilities, in accordance with the terms of this Agreement.

Now, Therefore, in consideration of these presents. Purchaser and Seller agree as follows:

1. **Purchase Obligations.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all of Purchaser's propane fuel ("Propane") requirements for those certain facilities listed in Table 1 – List of Facilities and Adders, as provided in Appendix A attached to this Agreement (hereinafter referred to as the "Facilities", or individually as the "Facility"). Notwithstanding and provision in this Agreement, Purchaser may, in its sole discretion, reduce or discontinue purchase of Propane requirements at any Facility or Facilities by switching to fuel(s) other than Propane to meet its energy needs during the Term of this Agreement.

2. Price. The price for Propane covered by this Agreement shall be the sum of the cost of Propane plus the Infrastructure Costs as set forth herein:

A. The Propane price shall be determined on a price-per-gallon basis from time-to-time by the price index described below, as of the date of delivery of Propane by Seller to Purchaser at any of Purchaser's Facilities. The price index shall be the Mont Belvieu LST closing price for the day of delivery, as reported by Bloomberg, hereinafter the "Index Price". An amount per gallon shall be added to this Index Price equal to the price per gallon attributable to transportation, delivery and overhead ("Adder"). The Adder detail for each Facility is specified in Table 1. The total Adder is comprised of two components: First, an amount per gallon identified in Table 1 as Adder 1, is the Adder determined by Seller's suppliers each year. In the event there is an adjustment to this Adder charged by Seller's suppliers (up or down), this adjustment will be reflected in Purchaser's pricing. In the event that Seller's supplier or Seller increases the Adder to a point not acceptable to Purchaser, Purchaser may terminate this contract, without penalty, upon providing Seller ninety (90) days written notice. Second, an amount per gallon identified in Table 1 as Adder 2, of the total Adder is attributable to Seller's transportation, delivery and overhead. Annually, in June, Seller may adjust Adder 2 by the cumulative change in the Producer Price Index for All Commodities (Index WPU00000000) published by the U.S. Department of Labor, Bureau of Labor Statistics for the previous 12 months.

B. The Infrastructure Cost shall be the amount shown per month in Table 2 – List of Facilities and Infrastructure Costs as provided in Attachment A, hereto.

3. Payment Terms. Seller shall invoice Purchaser weekly for all Propane delivered to Purchaser during the prior week priced in accordance with Paragraph 2 of this Agreement. Payment terms shall be net thirty (30) days. A late charge of ____ per month shall accrue upon all invoices unpaid for thirty (30) days or more, until paid in full.

4. Delivery/Title. Title to Propane covered by this Agreement shall pass from Seller to Purchaser upon delivery to Purchaser's Facilities or Seller's storage facilities located at Purchaser's Facilities. Transportation of Propane to Purchaser's Facilities shall be the responsibility of Seller in accordance with all applicable State and Federal requirements. Actual delivery of Propane shall be in accordance with applicable State and Federal rules, and when reasonably requested, Purchaser shall comply with all applicable State and Federal rules regarding the use and storage of propane. Seller shall not be responsible for unanticipated use or waste of Propane by Purchaser or in circumstances outside of Seller's control. Purchaser shall provide Seller with no less than thirty (30) days advance written notice of requested delivery schedule changes for any of Purchaser's facilities which may result in greater Propane needs and a greater frequency of Propane deliveries.

5. **Taxes.** Seller and Purchaser agree that any duty, tax, fee or other charges which Seller may be required to collect or pay under any municipal, state, federal or other law now in effect or hereafter enacted with respect to the sale, delivery or use of Propane covered by this Agreement shall be added to the prices to be paid by Purchaser for the Propane purchased hereunder, provided, however, that in no event shall Purchaser be responsible to pay any taxes on Seller's income, Seller's legal existence or status, or Seller's property or payroll taxes.

6. **Force Majeure.**

A. The parties shall not be liable for any non-performance or delay in performance caused by or resulting from war, or war-like operations; fire, earthquake, explosion, flood, storm, perils of the sea, act of God, or accidental interruption by governmental action or otherwise of supply; or any other cause whatsoever beyond the reasonable control of the non-performing party (herein called "force majeure"). Purchaser acknowledges that Seller is not a producer of the Propane sold under this Agreement.

B. If force majeure shall occur, Seller shall notify Purchaser within forty-eight (48) hours after Seller has notice thereof. If Seller estimates that force majeure shall continue for more than thirty (30) days, Seller shall so notify Purchaser, and Purchaser may, upon fifteen (15) days written notice to Seller, terminate this Agreement without liability of any kind/or purchase replacement Propane from another source. In the event of a force majeure, Purchaser may also, without penalty, purchase replacement Propane from another source in the event that, in the determination of Purchaser, Seller cannot deliver Propane within a sufficient time to prevent depletion of existing propane supplies at any of its Facilities subject to this Agreement.

C. If, by reason of force majeure, supplies of Propane from Seller's then existing sources of supply are curtailed or cut off, Seller may allocate in such a manner as shall, in Seller's judgment, fairly prorate among its existing or prospective Agreement or non-Agreement customers, such quantities as may then be in Seller's storage and such quantities as may be received by Seller in the ordinary course of business from existing or other sources of supply for Seller's business. Notwithstanding the foregoing, Purchaser may, without penalty, purchase replacement Propane from another source so long as, in the determination of Purchaser, Seller cannot deliver sufficient Propane to meet requirements of Purchaser's

Facilities.

7. **Determination of Quantity and Quality.** The quantity and quality of Propane sold hereunder shall be for all purposes conclusively deemed to be the quantity and quality set forth in Seller's document of delivery unless within thirty (30) days of the date of delivery Purchaser delivers to Seller written notice of any claimed shortage in quantity or claimed deviation in quality. Time is of the essence in complying with this provision. Quantity will be measured in U.S. gallons, by a temperature compensated liquid meter on Seller's truck corrected to 60 degrees Fahrenheit.

8. **Express Warranties.** Seller warrants that it will convey good title to the Propane supplied hereunder, free of all liens and subject to the remedies available to either party under the Maine Uniform Commercial Code. The foregoing warranty of title is exclusive and is in lieu of all other warranties, whether written, oral or implied. The warranty of merchantability, in other respects than expressly set forth herein, and warranty of fitness for a particular purpose, in other respects than expressly set forth herein, are expressly excluded and disclaimed.

9. **Storage and Delivery Equipment.** All storage tanks, regulators, meters and vaporizers supplied by Seller and kept at Purchaser's Facilities for the purpose of storing and using Propane delivered by Seller shall be the property of Seller, unless otherwise specified in an exhibit to this Agreement. Seller shall have access thereto at any and all times for the purpose of inspection, maintenance, repair or removal. Except as otherwise expressly provided for herein, all storage tanks, regulators, meters and vaporizers shall be provided by Seller to Purchaser at the Infrastructure Cost in Table 2, so long as this Agreement is in effect. Further, it is understood that Purchaser owns all underground lines - and any meters along this line - and will be responsible for taking all reasonable steps to insure adequate protection of Seller's equipment to include protective barriers, guardrails and or bollards, etc. Should Seller determine that any existing installation does not meet code requirements, Seller will bring any and all installations up to code at Purchaser's expense on a time and materials basis. If Seller determines that any existing underground tanks are not properly cathodically protected, Seller will coordinate the installation of proper cathodic protection for Purchaser at Purchaser's expense.

10. **Insurance.** Seller shall at its own expense secure and maintain, and shall require its Subcontractors to secure and maintain, throughout the Term of this Agreement, the following insurance with companies demonstrating an AM Best rating of no less than A-. Certificates

evidencing such insurance shall be produced prior to commencing work under this Agreement. Said certificates shall contain evidence that the policy or policies shall not be canceled or altered without at least thirty (30) calendar days prior written notice to Purchaser. The insurance coverages and limits required to be maintained by Seller shall be primary and shall not contribute with any insurance coverage by Purchaser. To the maximum extent permitted by applicable law, all insurance policies maintained by Seller in accordance with this provision and any other insurance maintained applicable to Seller's performance hereunder shall provide a waiver of subrogation in favor of Purchaser.

(A) Worker's Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws and Employers' Liability Insurance which limit shall be \$1,000,000 per accident for Bodily Injury and \$1,000,000 per employee/aggregate for disease.

(B) Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence. This shall include products/completed operations coverage and shall also include Broad Form Contractual coverage specifically for this Agreement. Purchaser (including its parent, subsidiary, affiliated and managed entities) its directors, officers and employees, agents and assigns shall be named as additional insureds.

(C) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Seller with a minimum combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage. Purchaser (including its parent, subsidiary, affiliated and managed entities) its directors, officers and employees, agents and assigns shall be named as additional insureds.

(D) Excess coverage with respect to (B) and (C) above with a minimum combined single limit of \$5,000,000.

11. **Laws.**

A. Purchaser recognizes that it is storing and using a hazardous substance and agrees that in receiving, storing, handling and using Propane purchased from Seller, Purchaser will in all respects exercise the strictest care required by law and that it will comply with all applicable federal, state and local laws and ordinances, as exist now or hereinafter come into

force relating to the use, maintenance and labeling of storage tanks, the prevention of spills, leaks, venting or other improper escape from product containers or storage tanks, and the method of cleanup for disposal of product which has leaked, spilled, vented or otherwise improperly escaped from containers or storage tanks.

B. Purchaser shall at all times during the terms of this Agreement maintain all necessary licenses, permits and authorities to undertake its business and maintain its store, storage and administrative facilities served under this Agreement.

12. **Compliance with Laws.** Both parties expressly agree that it is not the intention of either party to violate statutory or common law and that if any section, sentence, paragraph, clause or combination of same within this Agreement is in violation of any law, such provisions shall be inoperative and the remainder of this Agreement shall remain binding upon the parties hereto unless, in the judgment of either party, the remaining portions hereof are inadequate to properly define the rights and obligation of the parties, in which event such party shall have the right, upon making such determination, to thereafter terminate this Agreement upon written notice to the other.

13. **Performance Terms and Conditions.**

(A) Compliance: The Seller's performance under this Agreement shall comply with all Federal, State, and local laws, rules, and regulations, including but not limited to those laws, rules, and regulations stated herein or otherwise incorporated in this Agreement. The Seller shall obtain an excavation permit from Purchaser for any and all excavation activities on Purchaser property. The Seller shall comply with applicable Purchaser policies. Purchaser policies shall include but are not limited to parking policies, the tobacco-free campus policy, and the vehicle idling policy. Purchaser policies may include those pertaining to environmental and workplace safety, at the discretion of the Purchaser.

The Purchaser must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, §1541 et. seq. "Smoking Prohibited in Public Places." In compliance with this law, the Purchaser has prohibited smoking in all Purchaser buildings except in designated smoking areas. This rule must also apply to all Sellers and workers in existing Purchaser buildings. The Seller shall be responsible for the implementation and enforcement of this requirement within existing buildings.

B. Employees: The Seller 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 Purchaser. If the Purchaser notifies the Seller 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 Purchaser.

C. Condition and Care of Site and Protection of the Work: The Seller shall continuously maintain adequate protection of all work covered by the Agreement from damage or loss and shall protect persons and property from injury or loss arising in connection with this Agreement, and shall make good any such damage, injury or loss. The Seller shall adequately protect adjacent property as provided by law and the Agreement.

D. Workplace Safety and Environmental Safety Plans. Seller shall submit a copy of its written plan(s) pertaining to occupational and workplace safety, and environmental safety of all Seller activities that may be performed under this Agreement. The submittal shall include a written copy of the "Spill Prevention Control and Countermeasures Plan," which shall include, but is not necessarily limited to, the equipment, procedures and assistance they will provide in the event of a fuel spill (major or minor) as well as what assistance and procedures they will provide in the event of a leaking fuel tank. All Plans shall be filed prior to the date of performance under this Agreement.

E. Spills. Seller shall be responsible for complete and immediate clean-up of any spills internal or external, caused by their negligence, equipment, or employees in accordance with all applicable regulations and statutes. Seller must notify the Purchaser's designated employee in writing within twenty-four (24) hours of any incident whether such spill has resulted in any type of contamination, such as soil or groundwater. "Clean up" means that there will be no remaining trace of contamination.

14. **Equal Opportunity.** In the execution of the Agreement the Seller and all subcontractors agree, consistent with Purchaser of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national

origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

15. **Sexual Harassment.** The Purchaser is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The Purchaser thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as Purchaser policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Agreement without advance notice. Further information regarding this policy is available from the University of Maine System, Office of Equal Opportunity by calling (207) 973-3201.

16. **Indemnification.** Seller shall indemnify, defend and hold Purchaser harmless with respect to all damages, claims or liability, excepting those covered by Purchaser's workers compensation, (including expenses and reasonable attorney's fees) against Seller or Purchaser arising from Seller's handling or delivering of Propane to Purchaser's Facilities or from the installation, repair, maintenance, removal or other use of the equipment caused by Seller, its employees, agents or independent Sellers or from any breach of this Agreement. Upon receipt by Purchaser of notice of any such claim, Purchaser shall afford immediate notice thereof to Seller, and Seller shall undertake defense of all claims for and on behalf of itself and Purchaser, including the selection and payment of defense counsel. Purchaser may retain counsel of its own in any such matter, at its own expense.

Purchaser shall indemnify, defend and hold Seller harmless with respect to all damages, claims or liability (including expenses and reasonable attorney's fees) against Seller or Purchaser arising from Purchaser's handling, repair, maintenance, removal or other use of the equipment caused by Purchaser or from any breach of this Agreement; PROVIDED that any liability of the Purchaser under this Agreement shall be limited by the provisions and limitations of the Maine Tort Claims Act, 14 MRSA § 8101, et. seq. Upon receipt by Seller of notice of any such claim, Seller shall afford immediate notice thereof to Purchaser, and Purchaser shall undertake defense of all claims for and on behalf of itself and Seller, including the selection and payment of defense counsel. Seller may retain counsel of its own in any such matter, at its own expense.

Delay by either party in providing notice of a claim under this section shall not be considered to be a default of that party's material obligations under this Agreement. In the event that a delay in providing notice under this section by either party results in the other party incurring additional costs, the party causing the delay in notice shall be responsible for those additional costs, provided that the party incurring additional costs can reasonably establish that those additional costs were the direct result of not receiving immediate notice of a claim by the other party.

17. **Damages.** No claim shall be made under this Agreement for special, consequential or punitive damages, except as expressly provided otherwise herein.

18. **Term; Termination.**

A. This agreement shall be in effect for the period commencing _____ and ending _____.

B. This Agreement may be immediately terminated: (i) upon assignment of the Agreement contrary to the provisions of this Agreement; (ii) if either party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership, or similar proceeding, or makes a general assignment for the benefit of its creditors; or (iii) if either party defaults in any of its material obligations under this Agreement and does not act to cure the default within thirty (30) days following written notice by the other party.

C. Termination of this Agreement by either party for any reason shall not relieve the parties of any obligation heretofore accrued under this Agreement.

19. **Independent Seller.** Whether the Seller is a corporation, partnership, other legal entity, or an individual, the Seller is an independent Seller. The manner in which the services are performed shall be controlled by the Seller; however, the nature of the services and the results to be achieved shall be specified by the Purchaser. The Seller is not to be deemed an employee or agent of the Purchaser and has no authority to make any binding commitments or obligations on behalf of the Purchaser except as expressly provided herein.

20. **Entire Agreement.** This Agreement is intended by the parties to be a final, complete and exclusive statement of their agreement about the matters covered herein. There are no oral understandings, representations or warranties affecting the Agreement. No amendment or alteration to this Agreement shall have any effect unless made in writing and signed by an authorized representative of Seller and by Purchaser.

21. **Prior Agreements.** This Agreement cancels and supersedes any prior communications, representations or agreements between the parties hereto whether verbal, written or electronic, covering the purchase and sale of Propane now covered by this Agreement.

22. **Assignment.** Purchaser may assign this Agreement without Seller’s consent to a campus of The Purchaser of Maine System. Purchaser may assign this Agreement otherwise only with the prior written consent of Seller, which shall not be unreasonably withheld, delayed or conditioned. Seller may assign this Agreement only with the prior written consent of Purchaser, which shall not be unreasonably withheld, delayed or conditioned.

23. **Waiver.** No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

24. **Notices.** All written notices required or permitted to be given by this Agreement shall be deemed to be duly given if delivered personally or sent by certified mail to Seller or to Purchaser, as the case may be, at the address set forth below or such other address as may be furnished by either party to the other in writing in accordance with the provisions of this paragraph. The date of personal delivery or the third (3rd) business day after mailing shall be deemed the date of giving such notice except for notice of change of address, which must be received to be effective.

Seller

Purchaser

[Seller]

The University of Maine System

25. **Binding Effect.** This Agreement shall inure to and be binding upon the successors and permitted assigns of the parties hereto.

26. **Governing Law; Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Maine, as from time to time constituted and without regard to the conflicts of laws principles thereof. The parties agree that any action brought in connection with this Agreement shall be maintained only in a court of competent subject matter jurisdiction located in the State of Maine or in any court to which appeal therefrom may be taken. The parties hereto consent to the exclusive personal jurisdiction of such courts for all such purposes.

27. **Counterparts; Fax Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile reproduction of the signature of any party to this Agreement shall be admissible as evidence of the original signature itself in any judicial or administrative proceeding, whether or not the original is in existence.

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IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day of the _____ day of _____, 20__.

THE UNIVERSITY OF MAINE SYSTEM

By: _____

Name: _____

Title: _____

Date: _____

[SELLER]

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

Table 1 List of Facilities and Adders

Name of Facility	Address	City	State	Zip	Adder 1	Adder 2	Total Adder

[Adder is in Dollars per Gallon]

Table 2 List of Facilities and Infrastructure Costs

Name of Facility	Address	City	State	Zip	Infrastructure Costs

[Infrastructure Costs are in dollars per Calendar Month]

ATTACHMENT D – SAMPLE LAND USE LEASE AGREEMENT

LEASE AGREEMENT

This Lease Agreement, is made and entered into this day of _____, 20____, by and between the University of Maine System, acting by and through the University of _____, (hereinafter the "Lessor") and _____ (hereinafter the "Lessee").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor, the following described premises (the "Premises") _____, further described in Attachment A (which shall include a floor plan, if applicable, of the Premises) which is appended to and, by this reference, incorporated into this Lease.
2. Term. The term of this Lease shall be from _____, 20____ until _____, 20____. At the expiration of the base term of this Lease, the term may be extended by mutual written agreement of the parties for _____ additional term(s) of _____ years, on the same terms and conditions of this Lease, except as to rent, which shall be negotiated by the parties.
3. Rent. The Lessee agrees to pay to the Lessor \$ _____ as rent for the Premises, which rent shall be paid in installments of \$ _____ each, and which shall be paid to the Lessor as follows: Rent for any partial months shall be prorated at a daily rate.
4. Use of Premises. Lessee shall use and occupy the Premises for the following purpose(s) only: . Lessee shall not use the Premises for any other purpose without the prior written consent of the Lessor. The Lessee shall not conduct, permit or agree to any unlawful, improper or offensive use of the Premises or any use thereof contrary to any law, regulation or ordinance now or hereafter made, or which shall be injurious to any person or property, or which shall endanger or affect any insurance on the said Premises or to increase the premium thereof.
5. Insurance. During the term of this lease, the Lessee shall maintain in force a policy of commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence, covering bodily injury, personal injury, and property damage. The insurance shall be issued by companies acceptable to the Lessor, and the insurance policy shall name Lessor as an Additional Insured and stipulate that the policy will not be cancelled without thirty (30) days prior written notice to the Lessor. A certificate of insurance evidencing insurance coverage shall be provided to the Lessor prior to the commencement of this Lease.

As additional insured and certificate holder, the Lessor shall be included as follows:
The University of Maine System
16 Central Street
Bangor, ME 04401

If deemed by the Lessor to be relevant to this lease, Lessee shall also maintain vehicle liability insurance with a limit of not less than \$1,000,000 per occurrence and workers' compensation insurance in compliance with applicable state law. Proof of such insurance shall be provided by Lessee upon request.

Lessee is responsible for insuring or self-insuring Lessee's own contents and betterments and improvements. Lessor is not responsible for loss or damage of contents, including betterments and improvements, or personal effects of Lessee and Lessee's employees, agents or guests, unless caused by the negligent acts or omissions of the Lessor.

6. Liability. Lessee shall indemnify and hold the Lessor harmless from and against any and all expenses, claims, lawsuits, judgments and costs, including reasonable attorney's fees, that the Lessor may become liable to pay or defend due to claims of bodily injury or property damage caused by the negligent acts or omissions of the Lessee, its officers, employees or agents, arising out of or in connection with the leasing of the Premises by the Lessee pursuant to this Lease.

7. Applicable Law. This Lease shall be interpreted and governed according to the laws of the State of Maine, without regard to its choice of law provisions. Maine shall be the forum for any lawsuits or claims arising under this Lease.

8. Termination. The Lessor shall have the right to terminate this Lease by giving at least days written notice to the Lessee and setting forth in such notice the effective date of termination.

9. Assignment. This Lease shall not be assigned, subleased, transferred or conveyed in whole or in part by the Lessee without the prior written consent of the Lessor or by the Lessor without written notice to the Lessee. The use of the Premises by any such sub-lessee or assignee shall be similar to the use described in section 4 hereof.

10. Non-discrimination. Lessee shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, or veteran status. The Lessor encourages the Lessee in the employment of individuals with disabilities.

11. Non-waiver. The failure of either party to exercise any of its rights under this Lease for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Lease shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Lease unless specifically agreed to in writing.

12. Severability. In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Lease.

13. Entire Agreement. This Lease sets forth the entire agreement of the parties on the subject, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Lease contains all of the agreements and conditions made between the parties concerning the Premises. There are no collateral agreements, stipulations, promises, understandings or undertakings whatsoever of the respective parties concerning the subject matter of this Lease. This Lease may be amended or modified only by a writing signed by both parties.

14. Destruction. If at any time during the term of this Lease, or any extension thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then this Lease shall terminate as to the part so destroyed, and Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation by lessee or Lessor. In case, however, Lessee chooses to remain in the Premises but Lessor elects not to rebuild or repair said Premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such destruction or failure.

15. Condemnation. In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, and Lessee shall have the option within 30 days after assessing the amount taken or damaged and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such condemnation, damage or taking. Any damages and payments resulting from any public authority taking, damage or condemnation of the Premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.

16. Holdover. If Lessee remains in possession of the Premises after expiration or termination of this Lease, such possession will be on a month to month basis. During this holdover period, all of the other provisions of this Lease shall be applicable.

17. Binding Effect. This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.

18. Taxes. The Lessee shall be solely responsible for any and all taxes assessed against the Lessee's personal property and for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes, arising from the use and/or occupancy of the Premises by the Lessee.

19. Lessor's Right of Entry. Lessor shall have the right, upon reasonable notice, to enter upon the Premises to inspect the same and to make any and all improvements, alterations and additions of any kind upon the Premises.

20. Surrender. At the expiration or earlier termination of this Lease, Lessee will yield up the Premises to the Lessor in as good order and condition as when the same were entered upon by the Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.

21. Notice. Any notice to either party under this Lease must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Lesser:

and University of Maine System
16 Central Street
Bangor, ME 04401

To Lessee:

or to such other address as may be hereafter designated by written notice provided in accordance with this section. All such notices shall be effective only when received by the addressee.

22. Alterations, Additions and Improvements. Lessee shall not make, or suffer or permit to be made, any alterations, additions or improvements in or about the Premises without first obtaining the written consent of Lessor therefore; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions and improvements shall be done at Lessee's own expense, and that no liens of mechanics, material men, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind shall be created against or imposed upon the Premises, or any part thereof.

23. Quiet Enjoyment. On payment of rent and performance of the covenants and agreements on the part of the Lessee to be paid and performed hereunder, the Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.

24. Force Majeure. Neither party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

25. Utilities. Where a checkmark is placed on the line of the column under a party below, it is that party's responsibility to pay for those services to the Premises.

Lessor	Lessee	
_____	_____	Water
_____	_____	Sewer
_____	_____	Refuse Removal
_____	_____	Fuel
_____	_____	Electricity
_____	_____	Heating and Cooling Systems
_____	_____	Maintenance and Upkeep
_____	_____	Carpeting
_____	_____	Lighting Fixtures

_____	_____	Telephone Installation, Service, Billing and Long Distance
Charges		
_____	_____	Cable Television
_____	_____	Snow Removal

Lessee shall furnish and pay for any other services or supplies it desires for which responsibility is not designated above.

26. Default. Lessor shall have the right to terminate this Lease without further obligation in the event Lessee breaches any term or covenant of this Lease and Lessee fails to correct such breach within thirty (30) days after written notice to Lessee.

27. Lessor’s Covenants. Lessor agrees to maintain the Premises in a condition fit for their intended use, make all necessary repairs of which Lessor is or becomes aware, including adequate heat and water and a sound physical structure.

28. Access. Lessee has the right of reasonable ingress and egress to the leased Premises.

29. Hazardous Waste Lessee hereby covenants and agrees that it shall not, during the term of this lease, including any extension or renewal hereof, permanently place, cause to be placed, deposit or discharge any hazardous waste upon the demised premises, and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind or nature, incurred by the Lessor in detecting, evaluating, removing, treating, disposing of or otherwise responding to any hazardous waste placed or deposited by Lessee in violation of this Article.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease Agreement on this ____ day of _____, 20__.

LESSOR:

By:
Signature
Printed Name
Title

LESSEE:

By:
Signature
Printed Name
Title

STATE OF MAINE

_____ ss _____, 20____

Then personally appeared before me the above-named _____, the duly authorized _____ of _____, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of _____.

Before me,
Notary Public/Attorney-at-Law
Printed Name
My Commission Expires:

STATE OF MAINE

_____ ss _____, 20____

Then personally appeared before me the above-named _____, the duly authorized _____ of the University of Maine System, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of the University of Maine System.

Before me,
Notary Public/Attorney-at-Law
Printed Name
My Commission Expires