



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

FUEL OIL #2 / BIO-FUEL / GASOLINE / DIESEL
University of Maine System

RFB # 19-08

ISSUE DATE:
APRIL 17, 2008

BIDS MUST BE RECEIVED BY:
May 5, 2008 and May 6, 2008
(See Section Two for details)

DELIVER BIDS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, is seeking quotations from fuel oil distributors to supply University of Maine System locations with #2 fuel oil, bio-fuel, gasoline, and ultra low sulfur diesel fuel as described below.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope:

To obtain pricing and contracts for **gasoline** and **ultra low sulfur diesel** on the basis of a mark-up over Portland Oil Price Information Service (OPIS) weekly posted prices.

Pricing for **#2 fuel oil** is sought in three ways for all campuses:

- (1) a firm fixed mark-up over Portland OPIS posted prices **with the option to lock-in fixed price(s) during the contract**
- (2) a fixed price prepaid option
- (3) a fixed price pay-as-delivered option

Bio-Fuels – the University of Southern Maine would like to examine the economics of purchasing Bio-Fuels.

- 1.4 Evaluation Criteria: Award will be made to the low bidder for the option selected (mark-up over OPIS; fixed pre-paid; fixed pay-as-delivered) provided that all other requirements are satisfactorily met. However, **consideration will be given to the bidder's willingness to agree to the mark-up over OPIS with subsequent fixed price option (paragraph 5.1)** and references.
- 1.5 Award: The University reserves the right to award this bid on an item by item basis, a group of items or all items, whichever the University deems to be in its best interest, price and other factors considered. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations. The University reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When tie bids are both in-state or both out-of-state, the award will be made to the bid that arrives first in the Office of Strategic Procurement.

NOTE: For USM only, there is a preference for bio-fuels that may lead to a partial or full award for those products whether or not their cost exceeds that of equivalent non-bio products.

Contract awards will be made on Tuesday, May 6, 2008 NLT 1:30 p.m. following receipt of bidders fixed price pay-as-delivered and pre-paid fixed price bids for #2 fuel oil.

- 1.6 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.
- 1.7 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.8 Debarment: Submission of a signed bid 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.

hcwells@maine.edu or facsimile to 207-973-3322). Should any bidder find itself unable to submit electronic bids on Tuesday, that bidder or those bidders will be permitted to submit by telephone to 207-973-3302.

SECTION THREE

3.0 GENERAL TERMS AND CONDITIONS:

- 3.1 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFB, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the Contract Documents.
- 3.2 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 3.3 **Contract Term:** Generally, the contract term shall be July 1, 2008 through June 30, 2009.

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.
- 3.4 **Performance Bond:** Should the University select the fixed price option and pre-pay, the Contractor will be required to provide a 100% performance bond with a declining balance from a bonding company recognized to do business in the State of Maine. The value of the bond may be reduced by the amount delivered. If the Contractor offers a fixed price with payment as delivered, a performance bond will not be necessary.
- 3.5 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide fuel oil to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within 48 hours, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, the University may terminate this Contract by giving 30 days advance written notice to the Contractor. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- 3.6 **Contract Administration:** The Office of Strategic Procurement or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 3.7 **Quantities:** The quantities shown on the bid form are approximate only. For fixed-price purchases, the quantity ordered will be set when contract awards are made. For purchases made on a mark-up over OPIS, the contract shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.
- 3.8 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 3.9 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from Hal Wells.

- 3.10 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 3.11 **Indemnification:** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 3.12 **Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 3.13 **Equal Opportunity:** In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University 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.
- 3.14 **Sexual Harassment:** The University 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 University 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 University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advance notice. Further information regarding this policy is available from:

University of Maine System
Sally Dobres
Equal Opportunity Director
(207) 973-3372

- 3.15 **Contractor's Liability Insurance:** During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Commercial Vehicle Liability (Including Hired & Non-Owned)	\$5,000,000 per occurrence or more (Bodily Injury and Property Damage)

Coverage must be afforded to all vehicles used to fulfill this Contract.

- | | |
|-------------------------|---|
| 3. Workers Compensation | Required for all personnel
(In Compliance with Applicable State Law) |
|-------------------------|---|

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 Acord 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

- 3.16 Smoking Policy: The University of Maine System 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 University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 3.17 Payments: Prepayment for fixed price prepaid purchases will be made after: 1) a performance bond from the Contractor and 2) after July 1, 2008.

Payment for purchases based on fixed price, pay-as-delivered or on a mark-up over OPIS will be made upon submittal of an invoice to the location specified on the purchase order on a net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number and provide type of deal and quantity delivered, as well as the address of each delivery.

- 3.18 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.

SECTION FOUR

4.0 PERFORMANCE TERMS AND CONDITIONS:

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

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

4.3 Price Information:

4.3.1 The bid shall be in the form of a firm price for each line item during the contract period. **The bid price shall include charges such as storage, delivery, insurance, bonding, environmental fees, NORA fees and all other costs.**

4.3.2 If a mark-up over Portland OPIS posted prices is selected, the Net Selling Price to the University will be the OPIS Fax-A-Rack 'rack average' price as posted each Monday for Portland, Maine, plus the firm differential. The differential will remain constant during the contract period. It will be added to the posted price each week to determine the net price for that week.

4.3.3 Taxes and Environmental Fees

The University does not have to pay the Special Fuel Tax on distillates and low-energy fuel because the University is an agency and instrumentality of the State and sales to the State are exempt from this tax.

The University is not subject to the motor fuel tax on gasoline **sold in bulk** to the University because gasoline sold in bulk to an agency of the State is exempt from the tax. The University would be subject to this tax for sales of gasoline not sold in bulk.

The University is not subject to the Federal Retail Excise Tax on Gasoline or Special Fuels because it is an agency and instrumentality of the State and exclusive use by a State is a nontaxable use.

Maine participates in the NORA program so the heating oil purchased by the University would be subject to the \$0.002 per gallon NORA fee. NOTE: the bid price shall include the NORA fee.

The University must pay the environmental fees associated with both the Maine Coastal and Inland Surface Oil Clean-up Fund and the Maine Ground Water Oil Clean-up Fund. NOTE: the bid price shall include these fees.

The University is subject to and will pay the federal Leaking Underground Storage Tank (L.U.S.T.) Fund tax. As of November 2005 this tax was 1/10 of 1 cent. NOTE: the bid price shall include the L.U.S.T. Fund Tax.

- 4.4 New Installations: Oil deliveries to any new tanks that may be installed during the term of this contract will become part of this contract.
- 4.5 Deliveries: **All deliveries must comply with Department of Transportation regulations Title 48 of the Code of Federal Regulations.** Deliveries shall be made by the Contractor in metered tank trucks to the storage tanks as listed in the bid specifications, and to locations as may be designated by the participants, in quantities as required during the contract period. **Each delivery shall be accompanied by a pre-numbered and dated metered ticket showing the number of gallons delivered.**
- 4.5.1 The Contractor shall be responsible for restarting furnaces and correcting any problems arising from a tank running out of fuel or for contaminated oil. In the event that a University employee performs the required work to restart a furnace, reimbursement to the University will be at the Contractor's current per hour charge for labor plus the cost of parts.
- 4.5.2 On the day of delivery, delivery slips must be left at the office of the Business Manager, Physical Plant Director, Facilities Management Director, Garage Service Area, or other designated area. **The building name or number for each delivery address must appear on the delivery ticket and invoice.**
- 4.5.3 **Deliveries will be automatic** unless otherwise requested and shall be signed for by the employee responsible for receiving fuel at each location.
- 4.5.4 The driver must notify a designated employee that they are on site in order to get the appropriate tools for removing and installing fill pipe covers.
- 4.5.5 Deliveries to each University location shall be made between the hours of 7:00 a.m. and 3:00 p.m. unless otherwise approved by the designated employee of that University. If deliveries are made before or after these hours without the employee's approval and if it is necessary to call-back a staff member to assist in locating the appropriate tank/tanks or to open the tank/tanks, the expense for the employee call-back time will be deducted from the invoice. The minimum call-back time is 3 hours.
- 4.5.6 The driver of the delivery vehicle must be certain, after filling the tank that he/she has adequately installed the fuel oil fill pipe cover to prevent water from leaking into the tank.
- 4.5.7 Special Conditions for the University of Maine at Presque Isle (UMPI) and Northern Maine Community College (NMCC) ONLY:
- Each delivery slip or ticket for #2 fuel oil will be clearly marked: "contains 0.35% sulfur or less by weight".
 - All delivery tickets must be signed by a university employee at the conclusion of the delivery.
 - Deliveries of #2 fuel oil will only be accepted during normal business hours unless other arrangements have been agreed to. The normal university business hours are, Monday through Friday, 7 am to 5 pm.
 - Emergency deliveries will be accomplished as required.

- o Mark-up Over OPIS Contract Only: The Contractor shall advise the university weekly and in writing the OPIS pricing schedule that the Contractor will use for the following 5 business days. Such reporting should be submitted via e-mail or by facsimile. The Contractor will list the reporting dates within 30 days of the receipt of the fuel oil contract.
- 4.5.8 Special Conditions for the Kennebec Valley Community College (KVCC) ONLY. Transport (semi) trucks may be used for deliveries to the tank between King and Frye only and on a will-call basis. Except for this one instance all campuses shall be served by residential sized straight trucks.
- 4.6 Spills: All deliveries must comply with Department of Transportation regulations Title 48 of the Code of Federal Regulations. Contractor 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. The Contractor must notify the University'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.
- 4.7 Spill Prevention Plan: Contractor(s) must submit a copy of their written "Spill Prevention Control and Countermeasures Plan" to include, but 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. This document will be incorporated into the University's "Spill Prevention Control and Countermeasure Plan(s)". Plans shall be filed prior to the date of performance under this Agreement.
- 4.8 Oil Analysis Information: The Contractor must furnish the percent sulfur, the lb/MMBtu air emission factor for each pollutant, and heat content of fuel supplied if requested.
- 4.9 Verification of Pre-Paid Deliveries: The Contractor shall meet with a representative of each University to establish a mutually acceptable method for reconciling deliveries of pre-paid fuel purchases prior to the commencement of the contract. This shall include, but not necessarily be limited to, a monthly statement for each purchase order showing a cumulative quantity of fuel delivered through the contract period.
- 4.10 Alternative Fuel Substitution: When requested the Contractor shall make best efforts to permit the substitution of bio-fuels. The University has a vested interest in 'leading-the-way' for environmental issues. It understands that there are logistical and financial issues in substituting environmentally responsible fuels. The expectation is that the Contractor endeavor to assist the University in meeting these goals.

SECTION FIVE

5.0 SUBMISSION REQUIREMENTS:

The bid shall be in the form of a firm price for each line item during the contract period. The bid price shall include charges such as storage, delivery, insurance, bonding, environmental fees, NORA fees, and all other costs. Charges not specified in the bid will not be honored.

5.1 Mark-up over OPIS with subsequent fixed price option:

For pricing based on a mark-up over OPIS, the University is requesting that bidders offer an option through the contract allowing the purchase of some or all of the remainder of #2 fuel requirements at a fixed price when market conditions are deemed favorable. The University may request a fixed price offer from its contractor and determine if it wishes to switch its contract from mark-up over OPIS to fixed price. Indicate if you would be willing to offer this option.

_____ Yes, subsequent fixed prices will be offered at the request of the University through the contract.

_____ No, subsequent fixed prices will not be offered.

5.2 Date of conversion to diesel fuel (winter) mixture: _____

5.3 References: A list of three references is required to be submitted with your bid. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names with contact person and telephone number.

INDEX TO SITES:

A. Downeast Maine

The University of Maine at Machias

B. Northern Maine

The University of Maine at Fort Kent
The University of Maine at Presque Isle
Northern Maine Community College

C. Central Maine / Augusta / Coastal Areas

The University of Maine at Augusta
The University of Maine at Farmington
University College (Rumford/Mexico)
Western Maine University College (South Paris)
Kennebec Valley Community College Fairfield

D. Bangor Area

University College Bangor, Bangor

E. Southern Maine

The University of Southern Maine (Portland, Gorham and Freeport)

A. DOWNEAST MAINE

1. University of Maine at Machias (UMM):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Special Instructions/Delivery Frequency	Auto Delivery
Dorward Hall	6,000	#2	32,000		Yes
ECEC	275	#2	1,200		Yes
Kilburn Commons	8,000	#2	20,000		Yes
Kimball Hall	5,000	#2	15,000		Yes
O'Brien House	330	#2	2,000		Yes
Powers Hall	4,000	#2	13,000		Yes
Reynolds Center/CLL	6,000	#2	40,000		Yes
Science Building	10,000	#2	18,500		Yes
Sennet Hall North	4,000	#2	11,000		Yes
Sennet Hall South	2,500	#2	7,000		Yes
Support Building	330	#2	2,300		Yes
Torrey Hall	8,000	#2	13,000		Yes
Total #2 Fuel			175,000		

NOTE TO BIDDERS

THE CONTRACTOR SHALL PROVIDE THE SULFUR CONTENT OF EACH DELIVERY

MARK-UP OVER PORTLAND OPIS PRICE QUOTATION #2 FUEL UMM:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 HS, **Portland**, Maine.

Plus a firm differential (or mark-up) \$ _____

FIXED PRICE OPTION #2 FUEL UMM: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a firm fixed price for payment as delivered: \$ _____

Provide a firm pre-paid fixed price: \$ _____

PRICING FOR A SECOND YEAR – 2009-2010

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.

Plus a firm differential (or mark-up) \$_____

Provide a **firm fixed price for payment as delivered**: \$_____

Provide a **firm pre-paid fixed price**: \$_____

B. NORTHERN MAINE

1. University of Maine at Fort Kent (UMFK):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Special Instructions/Delivery Frequency	Auto Delivery
Utility	330	#2	3,600	Automatic	Yes
Nowland	6,000	#2	17,400	Monthly	No
Powell	6,000	#2	30,000	Monthly	No
Library	4,000	#2	7,700	Monthly	No
Old Model School	2,000	#2	4,000	Monthly	No
Cyr Hall/Auditorium	8,000	#2	34,000	Monthly	No
Crocker Hall	6,000	#2	17,500	Monthly	No
PE Building	10,000	#2	22,000	Monthly	No
President's House	550	#2	2,500	Automatic	Yes
Haenssler Honor's Center	275	#2	2,000	Automatic	Yes
Madawaska House	275	#2	1,500	Automatic	Yes
St. David House	275	#2	2,000	Automatic	Yes
New Dorm	10,000	#2	25,000	Monthly	No
Total #2 Fuel			169,200		

MARK-UP OVER PORTLAND OPIS PRICE QUOTATION #2 FUEL UMFK:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 HS, **Portland, Maine.**

Plus a firm differential (or mark-up) \$ _____

FIXED PRICE OPTION #2 FUEL UMFK: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a firm fixed price for payment as delivered: \$ _____

Provide a firm pre-paid fixed price: \$ _____

PRICING FOR A SECOND YEAR – 2009-2010

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.

Plus a firm differential (or mark-up) \$ _____

Provide a firm fixed price for payment as delivered: \$ _____

Provide a **firm pre-paid fixed price**: \$_____

2. University of Maine at Presque Isle (UMPI):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Special Instructions/Delivery Frequency	Auto Delivery
Gentile HP&E Building	8,000	#2	46,000		No
Kelley Commons	10,000	#2	31,500		No
Merriman Hall	6,670	#2	15,000		No
Normal Hall - Preble Hall	15,500	#2	25,200		No
South Hall	6,000	#2	10,500		No
President's Residence	275	#2	2,000		No
Wieden Hall	8,000	#2	50,000		No
Emerson Hall	10,000	#2	54,000		No
Folsom Hall	10,000	#2	25,000		No
Physical Plant Bldg	660	#2	3,200		No
Skyway	2,500	#2	3,800		No
Houlton Center	990	#2	6,000		No
17 Northern Lane	275	#2	900		No
19 Northern Lane	275	#2	900		No
21 Northern Lane	275	#2	900		No
23 Northern Lane	275	#2	900		No
Total #2 Fuel			275,800		
Gasoline	550	87 Octane	8,000		
Diesel	330	Ultra low sulfur	1,300		

NOTE TO BIDDERS

SPECIAL CONDITIONS FOR THE UNIVERSITY OF MAINE AT PRESQUE ISLE (UMPI) – SEE PARAGRAPH 4.5.7 ABOVE

MARK-UP OVER PORTLAND OPIS PRICE QUOTATION #2 FUEL UMPI:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 HS, **Portland**, Maine.

Plus a firm differential (or mark-up) \$ _____

FIXED PRICE OPTION #2 FUEL UMPI: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a firm fixed price for payment as delivered: \$ _____

Provide a **firm pre-paid fixed price:** \$_____

PRICING FOR A SECOND YEAR – 2009-2010

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.

Plus a firm differential (or mark-up) \$_____

Provide a **firm fixed price for payment as delivered:** \$_____

Provide a **firm pre-paid fixed price:** \$_____

PRICE QUOTATION 87 OCTANE GASOLINE UNIVERSITY OF MAINE AT PRESQUE ISLE:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Clear Gross Gasoline Prices; Unleaded, **Portland**, Maine.

Plus a firm differential (or mark up) \$_____

PRICE QUOTATION DIESEL UNIVERSITY OF MAINE AT PRESQUE ISLE:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 LS, **Portland**, Maine.

Summer:

Plus a firm differential (or mark up) \$_____

Winter:

Plus a firm differential or mark up) \$_____

3. Northern Maine Community College (NMCC), Presque Isle:

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Special Instructions/Delivery Frequency	Auto Delivery
A-Block Penobscot Hall	2,500	#2	6,500		No
AK Christie Complex	10,000	#2	69,000		No
Andrews Hall/Reed Commons	12,000	#2	17,000		No
Auto Body Shop	2,500	#2	4,000		No
B-Block Washington Hall	2,500	#2	4,000		No
C-Block Aroostook Hall	2,500	#2	4,000		No
Mailman Complex	10,000	#2	14,000		No
Maintenance	275	#2	500		No
Maintenance P/H	275	#2	2,000		No
Snow Hall	3 – 330	#2	6,000		No
Snowplow Storage	275	#2	1,000		No
Student Senate	275	#2	2,000		No
Total #2 Fuel			130,000		

NOTE TO BIDDERS

SPECIAL CONDITIONS FOR NORTHERN MAINE COMMUNITY COLLEGE (NMCC), PRESQUE ISLE – SEE PARAGRAPH 4.5.7 ABOVE

MARK-UP OVER PORTLAND OPIS PRICE QUOTATION #2 FUEL NMCC:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 HS, **Portland**, Maine.

Plus a firm differential (or mark-up) \$ _____

FIXED PRICE OPTION #2 FUEL NMCC: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a **firm fixed price for payment as delivered:** \$ _____

Provide a **firm pre-paid fixed price:** \$ _____

PRICING FOR A SECOND YEAR – 2009-2010

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.

Plus a firm differential (or mark-up) \$ _____

Provide a **firm fixed price for payment as delivered**: \$_____

Provide a **firm pre-paid fixed price**: \$_____

C. CENTRAL MAINE / AUGUSTA / COASTAL AREAS

1. University of Maine at Augusta (UMA):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Special Instructions/Delivery Frequency	Auto Delivery
1 - Campus Center	275	#2	3,000		Yes
3 - Maintenance Shop	275	#2	2,000		Yes
4 - Farm House	275	#2	3,500		Yes
5 - Pottery Shop	275	#2	700		Yes
6 - Stoddard House	275	#2	900		Yes
7 - Jewett Hall	10,000	#2	20,000		Yes
8 - Fine Arts Building	1,000	#2	4,000		Yes
9 - Art/Arch Building	190	#2	1,200		Yes
10 - Learning Resource Center	10,000	#2	35,000		Yes
11 - Robinson Hall	2,000	#2	6,700		Yes
12-Student Center	5,000	#2	24,000		Yes
Total #2 Fuel			101,000		
ME Center for Women, Work and Community (UMA):					
175 Main Street, South Portland	275	#2	1,000		Yes
203 Madison Ave, Skowhegan	275	#2	800		Yes
ME Center WWC #2 Total:			1,800		

NOTES TO BIDDERS:

1) THERE ARE TWO GEOGRAPHICALLY SEPARATED LOCATIONS SERVICED BY UMA. IF YOU WISH TO BID ON UMA'S AUGUSTA REQUIREMENT BUT CAN NOT SERVICE THE SOUTH PORTLAND AND SKOWHEGAN LOCATIONS YOU MUST STATE THIS IN YOUR RESPONSE.

2) THERE SHALL BE NO BULK DELIVERIES ON THE UMA CAMPUS – DELIVERY SHALL BE BY RESIDENTIAL SIZED TRUCKS ONLY.

MARK-UP OVER PORTLAND OPIS PRICE QUOTATION #2 FUEL UMA:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 HS, **Portland**, Maine.

Plus a firm differential (or mark-up) \$_____

FIXED PRICE OPTION #2 FUEL UMA: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a **firm fixed price for payment as delivered**: \$_____

Provide a **firm pre-paid fixed price**: \$_____

PRICING FOR A SECOND YEAR – 2009-2010

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.

Plus a firm differential (or mark-up) \$_____

Provide a **firm fixed price for payment as delivered**: \$_____

Provide a **firm pre-paid fixed price**: \$_____

2. University of Maine at Farmington (UMF):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Special Instructions/Delivery Frequency	Auto Delivery
Facility Management #1	240	#2	2,100	Weekly	No
Facility Management #2	240	#2	2,100	Weekly	No
Facility Management #3	240	#2	2,100	Weekly	No
101 South Street	225	#2	2,100		No
Computer Center	2 - 330	#2	12,000		No
Dakin Hall	10,000	#2	34,000		No
Dearborn Gym	10,000	#2	52,000		No
Dining Center	10,000	#2	53,000		No
Franklin Hall	3 - 330	#2	7,500		No
Health & Fitness Center	4,000	#2	27,000		No
Learning Center	10,000	#2	30,000		No
125 Lincoln Street	275	#2	1,500		No
126 Lincoln Street	5,000	#2	20,000		No
238 Main Street	2 - 275	#2	2,400		No
228 Main Street	2 - 275	#2	2,200		No
242 Main Street	2 - 275	#2	2,800		No
246 Main Street	2 - 275	#2	2,400		No
248 Main Street	275	#2	2,200		No
120 Prescott Street	240	#2	1,800		No
Mallett Hall	3 - 330	#2	18,600	2 times each week	No
131 Perkins Street	275	#2	1,000		No
Preble/Ricker/Mantor	10,000	#2	45,000		No
Purington Hall	4 - 330	#2	28,700	2 times each week	No
139 Quebec Street	275	#2	1,400		No
144 Quebec Street	275	#2	2,000		No
Scott Hall	10,000	#2	55,000		No
115 South Street	275	#2	2,500		No
Stone Hall	8,000	#2	14,800		No
124 Perkins Street	275	#2	1,800		No
234 Main Street	2 - 275	#2	3,600		No
104 Lake Ave	275	#2	1,000		No
149 Quebec	275	#2	1,000		No
110 Maguire Street	275	#2	1,500		No
112 Maguire Street	275	#2	1,500		No
Total #2 Fuel			448,600		

MARK-UP OVER PORTLAND OPIS PRICE QUOTATION #2 FUEL UMF:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 HS, **Portland**, Maine.

Plus a firm differential (or mark-up) \$ _____

FIXED PRICE OPTION #2 FUEL UMF: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a **firm fixed price for payment as delivered:** \$ _____

Provide a **firm pre-paid fixed price:** \$ _____

PRICING FOR A SECOND YEAR – 2009-2010

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.

Plus a firm differential (or mark-up) \$ _____

Provide a **firm fixed price for payment as delivered:** \$ _____

Provide a **firm pre-paid fixed price:** \$ _____

3. University College (UC):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Special Instructions/Delivery Frequency	Auto Delivery
Rumford-Mexico Center	2 - 250	#2	3,800		Yes
Total #2 Fuel			3,800		

MARK-UP OVER PORTLAND OPIS PRICE QUOTATION #2 FUEL RUMFORD/MEXICO CENTER:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 HS, **Portland**, Maine.

Plus a firm differential (or mark-up) \$ _____

FIXED PRICE OPTION #2 FUEL RUMFORD/MEXICO CENTER: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a **firm fixed price for payment as delivered:** \$ _____

Provide a **firm pre-paid fixed price:** \$ _____

PRICING FOR A SECOND YEAR – 2009-2010

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.

Plus a firm differential (or mark-up) \$ _____

Provide a **firm fixed price for payment as delivered:** \$ _____

Provide a **firm pre-paid fixed price:** \$ _____

4. University College (UC):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Special Instructions/Delivery Frequency	Auto Delivery
Western Maine Center South Paris	2,000	#2	10,000	As Needed	Yes
Total #2 Fuel			10,000		

MARK-UP OVER PORTLAND OPIS PRICE QUOTATION #2 FUEL SOUTH PARIS CENTER:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 HS, **Portland**, Maine.

Plus a firm differential (or mark-up) \$ _____

FIXED PRICE OPTION #2 FUEL SOUTH PARIS CENTER: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a **firm fixed price for payment as delivered:** \$ _____

Provide a **firm pre-paid fixed price:** \$ _____

PRICING FOR A SECOND YEAR – 2009-2010

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.

Plus a firm differential (or mark-up) \$ _____

Provide a **firm fixed price for payment as delivered:** \$ _____

Provide a **firm pre-paid fixed price:** \$ _____

5. Kennebec Valley Community College (KVCC), Fairfield:

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Special Instructions/Delivery Frequency	Auto Delivery
Between King and Frye	12,000	#2	40,000	Will call for a tanker	No
Carter Hall Inside	3 – 330	#2	20,000	Weekly	Yes
Lunder Library	2,000	#2	10,000	Weekly	Yes
Total #2 Fuel			70,000		

NOTES TO BIDDERS:

KVCC DOES ALLOW TRANSPORT (SEMI) TRUCK DELIVERIES TO THE TANK BETWEEN KING AND FRYE BUT ONLY BEFORE 7:00 A.M.

MARK-UP OVER PORTLAND OPIS PRICE QUOTATION #2 FUEL KVCC:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 HS, **Portland**, Maine.

Plus a firm differential (or mark-up) \$_____

FIXED PRICE OPTION #2 FUEL KVCC: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a firm fixed price for payment as delivered: \$_____

Provide a firm pre-paid fixed price: \$_____

PRICING FOR A SECOND YEAR – 2009-2010

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.

Plus a firm differential (or mark-up) \$_____

Provide a firm fixed price for payment as delivered: \$_____

Provide a firm pre-paid fixed price: \$_____

D. BANGOR AREA

1. University College Bangor (UCB):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Special Instructions/Delivery Frequency	Auto Delivery
MPBC Adm Offices	2,000	#2	7,000		Yes
Lincoln Hall	2,500	#2	9,000		Yes
MPBC Production Center	2,000	#2	10,000		Yes
Dow Hall	2,500	#2	8,000		Yes
Belfast Hall	2,500	#2	7,000		Yes
Eastport Hall	2,500	#2	7,500		Yes
University College Center	2,500	#2	10,000		Yes
Bangor Hall	2,500	#2	6,000		Yes
Caribou Hall	2 - 330	#2	3,500		Yes
Admissions Office/Acadia	600	#2	2,200		Yes
Law Office/Katahdin	600	#2	2,500		Yes
Dean's Office/Schoodic	600	#2	2,000		Yes
Camden Hall	3 - 330	#2	9,500		Yes
Gym	2 - 275	#2	8,500		Yes
Total #2 Fuel			92,700		

MARK-UP OVER PORTLAND OPIS PRICE QUOTATION #2 FUEL UCB:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 HS, **Portland**, Maine.

Plus a firm differential (or mark-up) \$ _____

FIXED PRICE OPTION #2 FUEL UCB: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a firm fixed price for payment as delivered: \$ _____

Provide a firm pre-paid fixed price: \$ _____

PRICING FOR A SECOND YEAR – 2009-2010

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.

Plus a firm differential (or mark-up) \$ _____

Provide a **firm fixed price for payment as delivered**: \$_____

Provide a **firm pre-paid fixed price**: \$_____

E. SOUTHERN MAINE

1. University of Southern Maine (USM):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Special Instructions/Delivery Frequency	Auto Delivery
Gorham					
116 School Street	275	#2	1,000		Yes
149 State Street	2 – 330	#2	2,500		Yes
7 College Avenue	2 – 275	#2	1,100		Yes
19 College Avenue	330	#2	1,200		Yes
51 College Avenue	275	#2	3,400		Yes
Academy Building	300	#2	3,600		Yes
Art Drawing Building	330	#2	1,300		Yes
Art Gallery	275	#2	2,300		Yes
McLellan House	330	#2	1,800		Yes
President's Residence	2 – 275	Bio-fuel	3,800		Yes
Gorham Total			22,000		
Dual Fuel Boilers**					
Gorham CHP	25,000	#2	10,000		No
Upper Class Residence Hall	6,000	#2	3,000		No
Dual Fuel Total			13,000		
Portland					
25 Bedford Street	2 – 275	#2	4,900		Yes
92 Bedford Street	275	Bio-fuel	1,100		Yes
94 Bedford Street	275	#2	1,400		Yes
98 Bedford Street	275	Bio-fuel	1,000		Yes
102 Bedford Street	275	#2	1,300		Yes
118 Bedford Street	275	#2	2,700		Yes
120 Bedford Street	275	#2	2,200		Yes
126 Bedford Street	275	#2	1,700		Yes
23 Brighton Ave. (Cape Cod)	190	Bio-fuel	1,000		Yes
1 Chamberlain Avenue	275	Bio-fuel	900		Yes
7 Chamberlain Avenue	275	#2	1,300		Yes
11 Chamberlain Avenue	275	#2	1,000		Yes
15 Chamberlain Avenue	275	#2	1,500		Yes
19 Chamberlain Avenue	275	#2	1,300		Yes
209 Deering Avenue	275	#2	1,600		Yes
222 Deering Avenue	275	#2	1,000		Yes
228 Deering Avenue	275	#2	1,500		Yes
39 Exeter Street	275	#2	1,200		Yes
45 Exeter Street	275	#2	1,000		Yes
47 Exeter Street	275	#2	1,900		Yes
49 – 51 Exeter Street	275	#2	1,700		Yes
55 – 57 Exeter Street	275	#2	2,900		Yes

59 – 61 Exeter Street	275	#2	1,800	Yes
65 Exeter Street	275	#2	1,300	Yes
11 Granite Street	275	#2	1,300	Yes
68 High Street	2,000	#2	11,500	Yes
Portland Total	#2 & Bio		52,000	
Wolf Neck, Freeport				
Stone House Mansion*	2 – 275	#2	2,900	Yes
Wolf Neck Total			2,900	
Gorham – Diesel				
Grounds Garage	275	Bio-Diesel	2,600	Yes
		On-road		

NOTE TO BIDDERS

* **THIS PREDICTION IS BASED ON THE EXPECTATION THAT THE STONE HOUSE WILL CLOSE DURING THE HEATING SEASON AGAIN NEXT YEAR**

** **THESE QUANTITIES ARE TO POTENTIALLY REPLACE 50% OF THE BACK-UP #2 FUEL IN EACH OF THESE TANKS**

MARK-UP OVER PORTLAND OPIS PRICE QUOTATION #2 FUEL UNIVERSITY OF SOUTHERN MAINE (USM):

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 HS, **Portland**, Maine.

Plus a firm differential (or mark-up) \$_____

FIXED PRICE OPTION #2 FUEL USM: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a firm fixed price for payment as delivered: \$_____

Provide a firm pre-paid fixed price: \$_____

PRICING FOR A SECOND YEAR – 2009-2010

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2009 through June 30, 2010. Contracts may be awarded for the 2009-2010 season.

Plus a firm differential (or mark-up) \$ _____

Provide a firm fixed price for payment as delivered: \$ _____

Provide a firm pre-paid fixed price: \$ _____

BIDDERS MAY BID THE TOTAL #2 / BIO REQUIREMENT FOR USM OR JUST #2 ALONE OR JUST BIO ALONE.

FIXED PRICE OPTION BIO-FUEL USM: ON TUESDAY, MAY 6, 2008 NLT 11:00 A.M. BIDDERS SHALL SUBMIT THEIR FIXED PRICE PAY-AS-DELIVERED AND PRE-PAID FIXED PRICE BIDS VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322).

Provide a firm fixed price for payment as delivered: \$ _____

Provide a firm pre-paid fixed price: \$ _____

PRICE QUOTATION 87 OCTANE GASOLINE USM:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Clear Gross Gasoline Prices; Unleaded, **Portland**, Maine.

Plus a firm differential (or mark-up) \$ _____

PRICE QUOTATION DIESEL USM:

Price based on Oil Price Information Service (OPIS) FAX-A-RACK report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 LS, **Portland**, Maine.

Summer:

Plus a firm differential (or mark-up) \$ _____

Winter:

Plus a firm differential (or mark-up) \$ _____

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)