



REQUEST FOR BIDS

Administered by:
Competitive Energy Services, LLC



FUELS:

Wood Pellets
University of Maine Fort Kent

RFB # 20-16

ISSUE DATE:

November 4, 2014

BIDS MUST BE RECEIVED BY:

November 10, 2014

(See Section Two for details)

Competitive Energy Services
Attn: Linda Hyatt

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: Competitive Energy Services ("CES"), the Bid Administrator, on behalf of the University of Maine System ("University"), is seeking quotations from wood pellet distributors to supply certain the University of Maine at Fort Kent with wood pellets.
- 1.2 References: Each respondent to this Request for Bids ("RFB") shall be referred to as a "Bidder." Each Bidder to whom a contract is awarded shall be referred to as a "Contractor."
- 1.3 Objectives: To obtain:
 - (a) Firm fixed price, pay-as-delivered, contract(s) for fuel product, quantities, and delivery terms as specified in **Section 2** below and **Attachment 1**. Hereinafter, these prices shall be referred to as the "Fixed Price."
- 1.4 Evaluation Criteria: Award will be made to the low Bidder provided that all other requirements are satisfactorily met and competitively bid. The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.5 Award: 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 designated to receive the bids.
- 1.6 Freedom of Access Act: The University must adhere to the provisions of the Maine Freedom of Access Act. (FOAA), 1 MRSA sec 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.
- 1.7 Appeal: Bidders may appeal the award decision by submitting a written protest to the University Chief Procurement Officer within 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.
- 1.8 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.9 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.

END SECTION ONE

SECTION TWO

2.0 BIDDING REQUIREMENTS:

- 2.1 Bid Understanding: By submitting a bid, the Bidder agrees and assures that the specifications are adequate, and the Bidder accepts the terms and conditions herein. Any exceptions must be noted in a Bidder's response. Notwithstanding a Bidder's apparent low bid price or any provision to the contrary herein, any conditions or exceptions that Bidder places upon the University's terms and conditions shall be weighed as part of the evaluation criteria for bid award.
- 2.2 Communication with the University and the Bid Administrator: It is the responsibility of the Bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to:

Linda Hyatt
Tel (207) 772-6190 x243
Fax (866) 743-4968
Email lhyatt@competitive-energy.com

Christy Hillman
Tel (207) 772-6190 x263
Fax (866) 743-4968
Email chillman@competitive-energy.com

- 2.3 Submission: **There will be NO public opening of the bids.** After an award has been made bids will be available for public inspection.

The intent is to have, in-hand, signed offers acknowledging the terms and conditions of the bid and pricing for fuel products. The e-mail submission of price quotes for fuel products is acceptable.

Products and Services

Fixed Price:

The Fixed Price shall consist of a firm delivered price for wood pellets over the contract term, indicative of then-current market conditions, to be paid as delivered and invoiced per the terms of this Agreement. The indicative Fixed Price bid should be provided for the time period of **November 1, 2014** through **June 30, 2015**.

NOTE: If market conditions are **unfavorable** the University may decide **not to award** a contract on that day, but may invite the Bidders to **resubmit** their Fixed Price bids at a later time, such as if market conditions appear favorable.

A signed bid must be received **no later than 11:00 AM, November 10, 2014**. This document must be submitted to the Bid Administrator acknowledging the terms and conditions of the bid.

END SECTION TWO

SECTION THREE

3.0 GENERAL TERMS AND CONDITIONS:

- 3.1 **Contract Documents:** If a separate written contract is entered into by the University and the Contractor (hereinafter "the parties,") that shall be referred to herein as "Contract". If instead a separate written contract is not executed, the "Contract" or "Agreement" entered into by the parties shall consist of:
- this Request for Bids;
 - 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.
Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.
- 3.2 **Contract Modification and Amendment:** The parties may, after mutual written agreement, adjust the specific terms of the 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 University Purchasing Department. Any modification or amendment must only be upon mutual agreement of the parties and in writing and signed by both parties.
- 3.3 **Contract Term:** The Contract term shall be **November 1, 2014** through **June 30, 2015**.
- 3.4 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide wood pellets 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. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- 3.5 **Contract Administration:** Upon execution of the Contract, the University Chief Procurement Officer, Rudy Gabrielson, or his designee or assign at the University shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 3.6 **Quantities:** The quantities shown on the bid form in Attachment 1 are approximate only. For Fixed Price purchases, the quantity ordered will be set when Contract awards are made.
- 3.7 **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.
- 3.8 **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 the University Chief Purchasing Officer, Rudy Gabrielson, or his designee or assign at the University.
- 3.9 **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.

3.10 Indemnification:

3.10.1 The Contractor shall indemnify, hold harmless and defend the University, its trustees, employees and agents, from and against any and all actions, losses, expenses, claims, lawsuits, damages, judgments, and costs, including reasonable 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 or arising out of the negligent acts, omissions or operations of the Contractor, or any of its subcontractors, under this Contract.

3.11 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.

3.12 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University 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.

3.13 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 the University, Office of Equal Opportunity, (207) 581-1226.

3.14 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) Coverage must be afforded to all vehicles used to fulfill this Contract.	\$5,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel

Coverage limit requirements may be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy. The University shall be named as an Additional Insured on the Commercial General Liability and Vehicle Liability insurances.

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

Purchasing Department 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:

**The University of Maine System
16 Central Street, Bangor Maine**

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

- 3.15 Payments: Payment for purchases based on the Fixed Price 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 fuel and quantity delivered, as well as the address of each delivery.
- 3.16 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 arrangements with individuals (not corporations or partnerships) who are not considered employees of the University.

END SECTION THREE

SECTION FOUR

4.0 PERFORMANCE TERMS AND CONDITIONS:

- 4.1 Compliance: The Contractor'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 the Contract Documents. The Contractor shall obtain a University excavation permit through the Office of Facilities Management for any and all excavation activities on University property. The Contractor shall comply with applicable University policies. University policies shall include but are not limited to parking policies, the tobacco-free campus policy, and the vehicle idling policy. University policies may include those pertaining to environmental and workplace safety, at the discretion of the University.

The University 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.

Applicable policies are currently available on the University websites. Policies include, but are not limited to, the following:

<http://umaine.edu/parking/rules-regulations/>;
<http://umaine.edu/tobaccofree/tobacco-free-policy/>; and
<http://www2.umaine.edu/SEM/Documents/Policy/VehicleIdlePolicy.pdf>

- 4.2 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.
- 4.3 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 persons and 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.
- 4.4 Deliveries:
- 4.4.1 **All deliveries must comply with Department of Transportation regulations Title 49 of the Code of Federal Regulations.**
- 4.4.2 Deliveries will be made 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.
- 4.4.3 On the day of delivery, delivery slips must be left at with a designated representative to be determined upon contract execution. The building name or building number for each delivery address must appear on the delivery ticket and invoice.
- 4.4.4 Deliveries will be automatic unless otherwise requested and shall be signed for by

the employee responsible for receiving wood pellets at each location.

- 4.4.5 The driver must notify a designated employee that they are on site in order to gain access for delivery.
- 4.4.6 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 delivery location. 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.

END SECTION FOUR

SECTION FIVE

5.0 SUBMISSION REQUIREMENTS:

Charges not specified in the bid will not be honored. All bids must be submitted in the supplier bid form in Attachment 1.

END SECTION SIX

SIGNATURE PAGE FOR BIDDER

By signing below, the undersigned hereby acknowledges full authority to sign on behalf of, and to legally bind the Bidder to the terms and conditions of this RFB. The Bidder further acknowledges that it has read and fully understands the terms and conditions to which it is agreeing.

COMPANY NAME: _____

By: _____
(Signature of fully authorized representative)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)



148 Middle Street
Portland, ME. 04101
(207) 772-6190



Attachment 1
to
RFB # 20-16
UNIVERSITY OF MAINE FORT KENT

2014/2015 WOOD PELLET BID SPECIFICATIONS

On behalf of the University of Maine Fort Kent, Competitive Energy Services is accepting bids to supply wood pellets for the University of Maine Fort Kent campus in Fort Kent, ME.

Address: UMFK, 23 University Drive, Fort Kent, ME 04743

Contract duration: November 1, 2014 to June 30, 2015

- **Salient Points:** Estimated consumption during the term is 1,300 tons. The average will be approximately 100 tons/week with an estimated slightly higher volume January to March and lower volume April through June. Deliveries will be made to the silos at the Armory Building, 34 Armory Road, Fort Kent and to the silos at the Sports Center at 43 Pleasant Street, Fort Kent. University of Maine Fort Kent personnel will monitor pellet volume in the silos and request deliveries providing pre-determined notice. Deliveries are to be made between 8:00am and 8:00pm unless otherwise requested. Deliveries must be made within 48 hours of request.

Delivery Method and Specifications:

Pneumatic Fill:

- All four (4) silos are piped for pneumatic fill.
- The delivery truck operator must have experience with pneumatic delivery systems in order to avoid damage to the wood pellets.

Notes:

- Driver must immediately report any spillage to University personnel.
- Driver must immediately report any damage to site or buildings.
- Delivery site must be left in a clean and orderly condition.
- Photos of the silo fill connections:

Armory Building



Sports Center



Required Wood Pellet Technical Specifications *

Pellet Length	4-40mm	0.16" to 1.25"
Pellet Diameter	6-12mm	0.24" to 0.47"
Higher Heating Value	17.4-19.5MJ/Kg	7,462 to 8,500 Btu/lb.
Density	609-737 kg/m ³	38 to 46 Lbs. /ft ³

Moisture	3% to 8%
Ash content	0.5% to 1%
Fines	1% Max
Durability Index	>95

* See PFI Standard Specification for definitions and testing techniques (www.pelletheat.org)

Fuel is to contain no foreign matter, i.e. sand, metal etc.

Consistency of fuel supplied to the burner is critical to proper burner operation. Rapid changes in Heating Value, Density and/or Moisture, even within the acceptable ranges described above, can cause variation in combustion that are too rapid for the O₂ controller to react to automatically and may require manual intervention.

In order to avoid the need for operator adjustments, fuel is to be uniform within each load with uniformity being defined as maximum variation between samples taken within the same load of not more than High Heat Value +/- 80 Btu/lb., Density +/- 1 lb. per cubic foot and moisture +/- 0.4%.

Variation between representative or average tests of consecutive loads shall not exceed High Heat Value +/- 170 Btu/lb., Density +/- 1.9 lb. /ft³ or moisture +/- 0.7%.

Average fuel heating values shall be not less than 8,000 btu/lb. averaged over each calendar quarter of the contract. Average moisture content shall be not greater than 6% averaged over each calendar quarter of the contract. The quantity and quality of the product provided by Supplier under this Agreement shall be for all purposes conclusively deemed to be the quantity and quality set forth in Supplier's document of delivery unless within ten (10) days after the date of delivery, either Party provides written notice to the other Party of any claimed shortage in quantity or claimed deviation in quality. Time is of the essence in complying with this provision. Wood fuel shall not be outside of the acceptable performance specifications outlined in this section above and a quality certificate will accompany all deliveries. Deliveries without a quality certificate or not meeting the technical specifications above will be refused by the University of Maine Fort Kent. In the event of any shortage or defect, Supplier's sole obligations to the University of Maine Fort Kent shall be to cure the shortage and/or replace the defective product. Replacement of any defective wood pellets shall include payment by Supplier of, or reimbursement for, the cost to transport the replacement wood pellets from the Mill Facility to the Fort Kent Campus. Supplier shall not be obligated to pay for replacement or transportation of wood pellets that were contaminated, due to no fault of the Supplier, during transport from the Mill Facility to the University. Should Supplier not be able to deliver fuel which meets the minimum technical specifications outlined above for a period which exceeds 30 days Supplier shall be found in default of this agreement. Notwithstanding anything in this

section to the contrary, Supplier's liability to replace product that is shown to be defective by testing or analysis shall not be limited in time.

RFB # 20-16
UNIVERSITY OF MAINE FORT KENT
WOOD PELLET
BID FORM:

Bidder Information:

Bidder Name: _____

Address: _____

Telephone: _____

Contact Person: _____

Pricing:

Price per Ton: _____

Delivery Cost: _____

Maximum # of Tons per delivery: _____

Minimum # of Tons per delivery: _____

Additional Questions:

Describe the supply source: _____

Size of truck: _____

Type of delivery system: _____

Required notice: _____

Payment terms: Net payment 30 days after receipt of invoice.