



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

#2 FUEL OIL / GASOLINE / DIESEL
University of Maine at Augusta
University of Maine at Farmington
University of Maine at Fort Kent
University of Maine at Machias
University of Maine at Presque Isle
Northern Maine Community College

RFB # 33 - 12

ISSUE DATE:
Friday, June 1, 2012

BIDS MUST BE RECEIVED BY:
June 13, 2012 and June 14, 2012
(See Section Two for details)

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 distributors to supply University of Maine System and Northern Maine Community College locations with #2 fuel oil, bulk gasoline and ultra low sulfur diesel fuel as described below.

1.2 References: The Northern Maine Community College (NMCC) has joined with the University of Maine System (UMS) in this bid and subsequent contract. Collectively the University of Maine System, University of Maine at Augusta (UMA), UMA-Bangor, University of Maine at Farmington (UMF), University of Maine at Machias (UMM), University of Maine at Presque Isle (UMPI) and University of Maine at Fort Kent (UMFK) and NMCC shall 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."

NMCC is a member of the Maine Community College System (MCCS) and as such certain paragraphs in the General Terms and Conditions (Section 3.0) may be governed by UMS or MCCS documents as appropriate.

1.3 Objectives: To obtain

(a) Firm fixed price pay-as-delivered contracts for **~761,050 gallons #2 fuel oil** for delivery from **November 1, 2012 to April 30, 2013**, and

(b) Additional quantities (~259,050 gallons) of **#2 fuel oil** for delivery outside of the fixed price term (July 1, 2012 to October 31, 2012 and May 1, 2013 to June 30, 2013) or additional quantities purchased during the fixed price term shall be purchased on a firm fixed mark-up over Portland Oil Price Information Service (OPIS) weekly posted prices

(c) **Gasoline** and **ultra low sulfur diesel** for **UMPI** purchased on the basis of a firm fixed mark-up over Portland Oil Price Information Service (OPIS) weekly posted prices.

1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met.

1.5 Award: The University intends to award this bid on a **schedule (campus) by schedule (campus) basis, multiple schedules (campuses), or all to one vendor** 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".

1.6 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

1.7 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 your response.**
- 2.2 Communication with the University: 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: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302 phone
(207) 973-3322 fax
hcwells@maine.edu email

- 2.3 Submission: Due to market volatility bid submission will follow a two-step process. **There will be NO public opening of the bids.** After an award has been made bids will be available for public inspection.

The intent of this two tier submission is to have, in-hand, signed offers acknowledging the terms and conditions of the bid and the firm fixed mark-up over OPIS pricing for all products for which the mark-up is not a volatile price. The electronic or phone submission of fixed price quotes for #2 heating oil is necessary due to the volatility of the product price.

STEP ONE: A signed bid must be received at the Office of Strategic Procurement, 16 Central Street, Bangor, Maine 04401, **no later than close-of-business Wednesday, June 13, 2012.** Normal business hours for the University are 8:00 a.m. to 5:00 p.m. This document must be submitted to the University acknowledging the terms and conditions of the bid and must contain the firm fixed mark-up over OPIS pricing for all products since this is not a volatile price. Bidders are **NOT** expected to submit their fixed price pay-as-delivered bids for #2 heating oil at this time.

ELECTRONIC (PDF) OR FACSIMILE SUBMISSION **IS** ACCEPTABLE.

STEP TWO: On **Thursday, June 14, 2012**, NLT 11:00 a.m. bidders are invited to submit their fixed price pay-as-delivered bids for #2 heating oil VIA ELECTRONIC MEANS (EMAIL TO HCWELLS@MAINE.EDU OR FACSIMILE TO 207-973-3322). SHOULD ANY BIDDER FIND ITSELF UNABLE TO SUBMIT ELECTRONIC BIDS THAT BIDDER OR THOSE BIDDERS WILL BE PERMITTED TO SUBMIT BY TELEPHONE TO 207-973-3302.

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 pay-as-delivered bids again when market conditions have improved. The University may request that strike price(s) be set for part or all of its fixed price quantity requirements. The documents submitted in STEP ONE will remain valid.

END SECTION TWO

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:** The contract term shall be July 1, 2012 through June 30, 2013. With mutual written agreement of the parties this Contract may be extended for one (1) additional one-year period.
- 3.4 **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. 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:** 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.
- 3.6 **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.
- 3.7 **Subsequent Firm Fixed Price Pay-As-Delivered Contracts:** During the Contract term the University may, at its option, request pricing from the Contractor for additional firm fixed price pay-as-delivered contracts. If the pricing is favorable and the University accepts the offer, the terms and conditions of this document shall apply. Generally, these contracts will have the effect of shifting gallons from OPIS plus mark-up to firm-fixed price.
- 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 the University of Maine System, 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. As additional insured and certificate holder, the University should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

Send this certificate to:
The Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

A second certificate will be provided to the Northern Maine Community College. The Maine Community College System shall be named as Additional Insured on the Commercial General Liability insurance. As additional insured and certificate holder, the University should be included as follows:

Maine Community College System
323 State Street
Augusta, ME 04330

Send this certificate to:
Larry LaPlante
Northern Maine Community College
33 Edgemont Drive
Presque Isle, Maine 04769

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.

- 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: 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 fuel 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.

END SECTION THREE

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 Rack Fax '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 (Monday through Sunday, inclusive) 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, if applicable.

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 January 2011 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 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.
 - Unless otherwise noted in this document deliveries shall be made by the Contractor in metered residential sized straight tank trucks.
- 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. Each delivery shall be accompanied by a pre-numbered and dated metered ticket showing the number of gallons delivered. The building name or building 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.
- 4.6 Special Conditions:
- 4.6.1 Special Conditions for the University of Maine at Presque Isle (UMPI) and Northern Maine Community College (NMCC) ONLY:
- The Contractor shall provide, and the University shall retain, documentation clearly stating that the #2 fuel oil delivered 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.
- 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.

4.6.2 Special Conditions for the University of Maine at Fort Kent (UMFK) ONLY:

- The Contractor shall provide, and the University shall retain, documentation clearly stating that the #2 fuel oil delivered contains 0.5% sulfur or less by weight.
- Transport (Semi) Truck deliveries are restricted to the week-end (Saturday or Sunday) only and deliveries must be completed by 10:00 a.m.

4.7 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.

4.8 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.

4.9 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.

4.10 Fixed Price Calculations: Bidders shall provide the "formula" that they use to derive their firm fixed price pay-as-delivered offer. We would expect this to be something on the order of NYMEX HO Heating Oil Contract, month "X" plus \$XXX. Bidders shall commit to using that same "formula" to establish pricing for firm fixed price pay-as-delivered offers during the contract year.

The University is seeking clarity that any firm fixed price pay-as-delivered offering/contract offered during the contract year is based on the same calculation (NYMEX plus adder) used in the second step of the competitive bid process.

END SECTION FOUR

SECTION FIVE

5.0 SUBMISSION REQUIREMENTS:

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.

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

UMA-Bangor

A. DOWNEAST MAINE

1. University of Maine at Machias (UMM):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Type of Service	Gallons to be delivered Fixed price Nov. 1 to April 30	Auto Delivery
Dorward Hall	6,000	#2	27,000	Retail	18,000	Yes
ECEC	275	#2	1,950	Retail	1,300	Yes
Kilburn Commons	8,000	#2	7,500	Retail	5,000	Yes
Kimball Hall	5,000	#2	13,500	Retail	9,000	Yes
O'Brien House	330	#2	0	Retail	0	N/A
Powers Hall	4,000	#2	10,500	Retail	7,000	Yes
Reynolds Center/CLL	6,000	#2	16,800	Retail	11,200	Yes
Science Building	13,500	#2	13,500	Retail	9,000	Yes
Sennet Hall North	4,000	#2	9,000	Retail	6,000	Yes
Sennet Hall South	2,500	#2	7,500	Retail	5,000	Yes
Support Building	330	#2	2,250	Retail	1,500	Yes
Torrey Hall	8,000	#2	10,500	Retail	7,000	Yes
					Quantities in this column	
Total #2 Fuel			120,000		are included within the annual totals	

NOTE TO BIDDERS

THE CONTRACTOR SHALL PROVIDE THE SULFUR CONTENT OF EACH DELIVERY

FIXED PRICE #2 FUEL FOR DELIVERY NOVEMBER 1, 2012 TO APRIL 30, 2013

Provide a **firm fixed price for payment as delivered** for retail truck deliveries: \$ _____
80,000 gallons

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

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

Plus a firm differential (or mark-up) for retail truck deliveries: \$ _____

B. NORTHERN MAINE

University of Maine at Fort Kent (UMFK):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Type of Service	Gallons to be delivered Fixed price Nov. 1 to April 30	Auto Delivery
Utility	330	#2	3,200	Retail	2,500	Yes
Nowland	6,000	#2	15,000	Transport	12,500	No
Powell	6,000	#2	18,000	Transport	15,500	No
Library	4,000	#2	7,000	Retail	5,000	No
Old Model School	2,000	#2	3,000	Retail	2,250	No
Cyr Hall/Auditorium	8,000	#2	30,000	Transport	20,000	No
Crocker Hall	6,000	#2	15,000	Retail	11,400	No
Cyr House	275	#2	900	Retail	600	Yes
Gagane House	275	#2	1,100	Retail	800	Yes
Guy House	330	#2	1,400	Retail	1,000	Yes
PE Building	10,000	#2	23,000	Transport	7,000	No
President's House	550	#2	2,400	Retail	1,800	Yes
Haenssler Honor's Center	275	#2	2,000	Retail	1,500	Yes
Madawaska House	275	#2	1,800	Retail	1,350	Yes
St. David House	275	#2	2,300	Retail	1,800	Yes
The Lodge	10,000	#2	17,000	Transport	5,000	No
Armory	6,000	#2	20,000	Transport	11,000	No
					Quantities in this column	
Total #2 Fuel			163,100		are included within the annual totals	

NOTE TO BIDDERS

SPECIAL CONDITIONS SEE PARAGRAPH 4.6.2 ABOVE.

UMFK DOES ALLOW TRANSPORT (SEMI) TRUCK DELIVERIES TO THE LOCATIONS IDENTIFIED ABOVE. TRANSPORT (SEMI) TRUCK DELIVERIES ARE RESTRICTED TO FRIDAY, SATURDAY AND SUNDAY ONLY.

FIXED PRICE #2 FUEL FOR DELIVERY NOVEMBER 1, 2012 TO APRIL 30, 2013

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

71,000 gallons

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

30,000 gallons

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

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

Plus a firm differential (or mark-up) for transport truck deliveries: \$ _____

Plus a firm differential (or mark-up) for retail truck deliveries: \$ _____

University of Maine at Presque Isle (UMPI):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Type of Service	Gallons to be delivered fixed price Nov. 1 to April 30	Auto Delivery
Gentile HP&E Building	8,000	#2	25,000	Transport	25,000	No
Kelley Commons	10,000	#2	25,000	Transport	24,000	No
Merriman Hall	6,670	#2	11,500	Transport	10,500	No
Normal Hall - Preble Hall	15,500	#2	22,000	Transport	21,000	No
South Hall	6,000	#2	7,000	Retail	5,000	No
President's Residence	275	#2	1,650	Retail	1,000	Yes
Wieden Hall	8,000	#2	40,000	Transport	35,000	No
Emerson Hall	10,000	#2	47,500	Transport	45,950	No
Folsom Hall	990	#2	2,750	Transport	1,500	No
Physical Plant Bldg	660	#2	3,000	Retail	1,500	Yes
Skyway	2,500	#2	3,000	Retail	1,500	No
Houlton Center	990	#2	5,100	Retail	3,000	Yes
17 Northern Lane	275	#2	650	Retail	250	Yes
19 Northern Lane	275	#2	650	Retail	250	Yes
21 Northern Lane	275	#2	650	Retail	250	Yes
23 Northern Lane	275	#2	650	Retail	250	Yes
Total #2 Fuel			196,100		Quantities in this column are included within the annual totals	
Gasoline	550	87 Octane	6,400			Yes
Diesel	330	Ultra low sulfur	1,300			Yes

NOTES TO BIDDERS

SPECIAL CONDITIONS SEE PARAGRAPH 4.6.1 ABOVE.

UMPI ALLOWS TRANSPORT (SEMI) TRUCK DELIVERIES TO THE LOCATIONS IDENTIFIED ABOVE.

FIXED PRICE #2 FUEL FOR DELIVERY NOVEMBER 1, 2012 TO APRIL 30, 2013

Provide a **firm fixed price for payment as delivered** for transport truck deliveries: \$ _____
162,950 gallons

Provide a **firm fixed price for payment as delivered** for retail truck deliveries: \$ _____
13,000 gallons

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

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

Plus a firm differential (or mark-up) for transport truck deliveries: \$ _____

Plus a firm differential (or mark-up) for retail truck deliveries: \$_____

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

Price based on Oil Price Information Service (OPIS) Rack Fax 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) Rack Fax report rack average price for OPIS Gross No. 2 Distillate Prices; No. 2 ULS, **Portland**, Maine.

Summer:

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

Winter:

Plus a firm differential or mark up) \$_____

Northern Maine Community College (NMCC), Presque Isle:

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Type of Service	Gallons to be delivered fixed price Nov. 1 to April 30	Auto Delivery
A-Block Penobscot Hall	2,500	#2	5,000	Retail	4,000	No
AK Christie Complex	10,000	#2	10,000	Transport	10,000	No
Andrews Hall/Reed Commons	12,000	#2	15,000	Transport	15,000	No
Auto Body Shop	2,500	#2	2,500	Retail	2,000	No
B-Block Washington Hall	2,500	#2	4,500	Retail	3,500	No
C-Block Aroostook Hall	2,500	#2	2,000	Retail	2,000	No
920 Skyway Street	500	#2	2,000	Retail	1,500	No
Maintenance	275	#2	1,900	Retail	1,400	No
Snow Hall	3 – 330	#2	6,500	Retail	5,000	No
Snowplow Storage	275	#2	600	Retail	600	No
					Quantities in this column	
Total #2 Fuel			50,000		are included within the annual totals	

NOTES TO BIDDERS

SPECIAL CONDITIONS SEE PARAGRAPH 4.6.1 ABOVE

NMCC DOES ALLOW TRANSPORT (SEMI) TRUCK DELIVERIES TO THE LOCATIONS IDENTIFIED ABOVE.

FIXED PRICE #2 FUEL FOR DELIVERY NOVEMBER 1, 2012 TO APRIL 30, 2013

Provide a firm fixed price for payment as delivered for transport truck deliveries: \$ _____
25,000 gallons

Provide a firm fixed price for payment as delivered for retail truck deliveries: \$ _____
20,000 gallons

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

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

Plus a firm differential (or mark-up) for transport truck deliveries: \$ _____

Plus a firm differential (or mark-up) for retail truck deliveries: \$ _____

C. CENTRAL MAINE / AUGUSTA / COASTAL AREAS

1. University of Maine at Augusta (UMA):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Type of Service	Gallons to be delivered fixed price Nov. 1 to April 30	Auto Delivery
Campus Center	275	#2	3,000	Retail	2,000	Yes
Maintenance Shop	275	#2	2,000	Retail	1,500	Yes
Farm House	275	#2	3,500	Retail	2,500	Yes
Pottery Shop	275	#2	700	Retail	500	Yes
Stoddard House	275	#2	900	Retail	600	Yes
Jewett Hall	10,000	#2	16,000	Retail	15,000	Yes
Fine Arts Building	1,000	#2	4,000	Retail	3,000	Yes
Art/Arch Building	190	#2	1,200	Retail	900	Yes
Katz	10,000	#2	20,000	Retail	16,500	Yes
Student Center	5,000	#2	23,700	Retail	17,500	Yes
					Quantities in this column	
Total #2 Fuel			75,000		are included within the	
					annual totals	
ME Center for Women, Work and Community (UMA):						
175 Main Street, South Portland	275	#2	1,000		700	Yes
					Quantities in this column	
ME Center WWC #2 Total:			1,800		are included within the	
					annual totals	

NOTES TO BIDDERS:

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

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

FIXED PRICE #2 FUEL FOR DELIVERY NOVEMBER 1, 2012 TO APRIL 30, 2013

Provide a firm fixed price for payment as delivered for retail truck deliveries: \$ _____
60,000 gallons

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

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

Plus a firm differential (or mark-up) for retail truck deliveries: \$ _____

2. University of Maine at Farmington (UMF):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Type of Service Frequency	Gallons to be delivered fixed price Nov. 1 to April 30	Auto Delivery
Facilities Management #1	275	#2	1,600	Retail Weekly	1,000	No
Facilities Management #2	275	#2	1,600	Retail Weekly	1,000	No
Facilities Management #3	275	#2	1,600	Retail Weekly	1,000	No
Black Hall	5,000	#2	12,000	Retail	7,000	No
Computer Center	2 - 330	#2	7,000	Retail	4,500	No
Lockwood Hall	10,000	#2	30,000	Retail	23,000	No
Alumni Theatre/Dearborn Gym	10,000	#2	46,000	Retail	34,000	No
Student/Dining Center	10,000	#2	47,000	Retail	33,000	No
Franklin Hall	3 - 330	#2	8,000	Retail	5,000	No
Fitness & Rec Center	4,000	#2	20,000	Retail	13,000	No
Fitness & Rec Center - BR	1,000	#2	8,000	Retail	6,000	No
Roberts Learning Center	10,000	#2	27,000	Retail	19,000	No
125 Lincoln Street Honors Center	275	#2	1,200	Retail	900	No
228 Main Street Brinkman House	275	#2	2,300	Retail	1,500	No
234 Main Street Psychology	2 - 330	#2	4,700	Retail	3,000	No
238 Main Street Look House	275	#2	2,500	Retail	2,000	No
242 Main Street Ferro Alumni House	275	#2	2,800	Retail	1,600	No
246 Main Street Admissions	275	#2	2,600	Retail	1,600	No
Preble Hall	10,000	#2	49,000	Retail	37,000	No
144 Quebec Street	275	#2	1,600	Retail	1,000	No
149 Quebec Street	275	#2	1,000	Retail	600	No
Scott Hall Complex	10,000	#2	55,000	Retail	39,000	No
115 South Street Creative Writing	275	#2	2,000	Retail	1,000	No
Stone Hall	8,000	#2	61,500	Retail	46,000	No
104 Lake Ave	275	#2	1,000	Retail	700	No
110 Maguire Street Day Care	275	#2	1,500	Retail	800	No
112 Maguire Street Day Care	275	#2	1,500	Retail	800	No
					Quantities in this column are included within the annual totals	
Total #2 Fuel			400,000			

FIXED PRICE #2 FUEL FOR DELIVERY NOVEMBER 1, 2012 TO APRIL 30, 2013

Provide a **firm fixed price for payment as delivered** for retail truck deliveries: \$ _____
285,000 gallons

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

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

Plus a firm differential (or mark-up) for retail truck deliveries: \$ _____

3. University College (UC):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Type of Service	Gallons to be delivered fixed price Nov. 1 to April 30	Auto Delivery
Rumford-Mexico Center	2 - 250	#2	3,800	Retail	2,000	Yes
					Quantities in this column	
Total #2 Fuel			3,800		are included within the annual totals	

FIXED PRICE #2 FUEL FOR DELIVERY NOVEMBER 1, 2012 TO APRIL 30, 2013

Provide a **firm fixed price for payment as delivered** for retail truck deliveries: \$ _____
2,000 gallons

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

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

Plus a firm differential (or mark-up) for retail truck deliveries: \$ _____

4. University College (UC):

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Type of Service	Gallons to be delivered fixed price Nov. 1 to April 30	Auto Delivery
Western Maine Center South Paris	2,000	#2	8,500	Retail	5,100	Yes
					Quantities in this column are included within the annual totals	
Total #2 Fuel			8,500			

FIXED PRICE #2 FUEL FOR DELIVERY NOVEMBER 1, 2012 TO APRIL 30, 2013

Provide a **firm fixed price for payment as delivered** for retail truck deliveries: \$ _____
5,100 gallons

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

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

Plus a firm differential (or mark-up) for retail truck deliveries: \$ _____

D. BANGOR AREA

1. UMA-Bangor:

Building (Tank) Location	Tank Size	Fuel Type	Estimated Annual Volume	Type of Service	Gallons to be delivered fixed price Nov. 1 to April 30	Auto Delivery
MPBC Adm Offices	2,000	#2	500	Retail	400	No
Lincoln Hall	2,500	#2	500	Retail	400	No
MPBC Production Center	2,000	#2	1,200	Retail	600	No
Dow Hall	2,500	#2	8,000	Retail	7,800	Yes
Belfast Hall	2,500	#2	500	Retail	400	No
Eastport Hall	2,500	#2	500	Retail	400	No
University College Center	2,500	#2	500	Retail	400	No
Bangor Hall	2,500	#2	500	Retail	400	No
Caribou Hall	2 - 330	#2	500	Retail	400	No
Admissions Office/Acadia	600	#2	2,200	Retail	2,100	No
Law Office/Katahdin	600	#2	0	Retail	0	No
Dean's Office/Schoodic	600	#2	0	Retail	0	No
Camden Hall	3 - 330	#2	500	Retail	400	No
Gym	2 - 275	#2	500	Retail	400	No
					Quantities in this column	
Total #2 Fuel			15,900		are included within the annual totals	

FIXED PRICE #2 FUEL FOR DELIVERY NOVEMBER 1, 2012 TO APRIL 30, 2013

Provide a firm fixed price for payment as delivered for retail truck deliveries: \$ _____
14,100 gallons

SPECIAL NOTE TO BIDDERS FOR UMA-BANGOR ONLY: The Bangor campus's primary fuel is natural gas. Small quantities of #2 fuel are shown as supplement to the primary fuel source.

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

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

Plus a firm differential (or mark-up) for retail truck deliveries: \$ _____

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)