

Administered by
UNIVERSITY OF MAINE SYSTEM
OFFICE OF STRATEGIC PROCUREMENT
BANGOR ME 04401

**SERVICES AGREEMENT
FUEL OIL #2 / BIO-FUEL / KEROSENE / GASOLINE / DIESEL**

1.0 GENERAL INFORMATION

- 1.1 The University of Maine System is seeking quotations from fuel oil distributors to supply University of Maine System locations #2 fuel oil, bio-fuel, kerosene, gasoline, and low sulfur diesel fuel as outlined in the attached documents.

For reference, the University of Maine System will hereinafter be referred to as the "University". Each firm responding to this Request for Bid will be referred to as the "Bidder" and the firm selected to provide services to the University will be referred to as the "Contractor".

1.2 Purpose:

To obtain pricing and contracts for **kerosene, gasoline, and 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 universities:

- (1) a firm fixed mark-up over Portland OPIS posted prices **with an option to lock-in a fixed price at some point during the contract year**
- (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.

- 1.3 Evaluation: Award will be made to the low bidder for the option selected (mark-up over OPIS; fixed prepaid; 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.
- 1.4 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: Generally, it is the intent of the University to award #2 fuel oil and #1 (kerosene) to the same contractor. This avoids the problem of two different contractors delivering to the same tank(s) as the climate changes.

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, June 26, 2007 NLT 1:30 p.m. following receipt of bidders fixed price pay-as-delivered and pre-paid fixed price bids for #2 fuel oil.

- 1.5 Award Protest: Bidders may appeal the award decision by submitting a written protest to the Director of Strategic Procurement within five (5) business days 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.
- 1.6 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.

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

- 2.3 Submission: Due to market volatility bid submission will follow a two-step process. **There will be no public opening of the bids.**

The intent of this two tier submission is to have in-hand signed contract documents 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 original bid must be received at the Office of Strategic Procurement, 16 Central Street, Bangor, Maine 04401, no later than close-of-business **Monday, June 25, 2007**. 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 containing the firm fixed mark-up over OPIS pricing for all products since this is not a volatile price.

Bidders are strongly encouraged to submit paper bids (Step One) in advance of the due date to avoid the possibility of missing the deadline due to unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of bid. Bids must be date stamped by the Office of Strategic Procurement on time to be considered. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single vendor, however, additional time may be granted to all vendors when the University determines that circumstances require it.

Step Two: On Tuesday, June 26, 2007 NLT 11:00 a.m. bidders shall submit their fixed price pay-as-delivered and pre-paid fixed price 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 on Tuesday, that bidder or those bidders will be permitted to submit by telephone to 207-973-3302.

- 2.4 Bid Envelope: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in an envelope or package, sealed and identified as follows:

From _____
Name Due Date Time Bid No.

3.0 GENERAL TERMS AND CONDITIONS

- 3.1 Assignment: Neither party of the Contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any money due or to become due without the previous written consent of the University.
- 3.2 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 3.3 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 shall be in writing to the Purchasing Department. Any agreed upon modification or amendment will be in writing and signed by both parties.
- 3.4 Contract Term: Generally, the contract term shall be July 1, 2007 through June 30, 2008.

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2008 through June 30, 2009. Contracts may be awarded for the 2008-2009 season.

- 3.5 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.
- 3.6 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.
- 3.7 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 Contract Administration: The University of Maine System's Office of Strategic Procurement Department or its designee shall be the University's authorized representative in all matters pertaining to the administration of this contract.
- 3.9 Clarification of Responsibilities: If the Contractor needs clarification 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 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University 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 under this agreement.
- 3.11 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 of Maine System has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.
- 3.12 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	In compliance with Maine law
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The University of Maine System shall be named as Additional Insured on the Commercial General Liability and Commercial Vehicle Liability insurance.

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

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

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

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

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

3.13 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. 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.

3.14 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 advanced notice. Further information on these policies may be obtained from the office of Equal Opportunity at the campus responsible for each location.

3.15 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. The University encourages the employment of individuals with disabilities.

3.16 Smoking Policy: The University of Maine System must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq, "Smoking Prohibited in Public Places." In compliance with this law, the University of Maine System 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) receipt of a performance bond from the Contractor and 2) after July 1, 2007.

Payments 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 purchase order number and provide type of fuel and quantity delivered, as well as address of each delivery.

3.18 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.

4.0 PERFORMANCE TERMS AND CONDITIONS

4.1 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.

4.2 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 written consent of the Contractor Administrator.

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 **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.
- 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 Northern Maine Community College (NMCC) at Presque Isle **ONLY**:

- Each delivery slip or ticket for #2 fuel oil will be clearly marked: "contains 0.35% sulfur or less by weight".

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.

5.0 SUBMISSION REQUIREMENTS AND SPECIFICATIONS:

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 year allowing the purchase of some - not less than 50% - 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 period.

_____ No, subsequent fixed prices will not be offered.

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

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)

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	33,000		Yes
ECEC	275	#2	1,200		Yes
Kilburn Commons	8,000	#2	19,000		Yes
Kimball Hall	5,000	#2	14,000		Yes
O'Brien House	330	#2	2,000		Yes
Powers Hall	4,000	#2	14,000		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: UMM REQUIRES THAT THE CONTRACTOR 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, JUNE 26, 2007 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 – 2008-2009

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2008 through June 30, 2009. Contracts may be awarded for the 2008-2009 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, JUNE 26, 2007 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 – 2008-2009

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2008 through June 30, 2009. Contracts may be awarded for the 2008-2009 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	30,000		No
Kelley Commons	10,000	#2	30,000		No
Merriman Hall	6,670	#2	15,000		No
Normal Hall - Preble Hall	15,500	#2	25,000		No
South Hall	6,000	#2	8,000		No
President's Residence	275	#2	2,000		No
Wieden Hall	8,000	#2	42,000		No
Emerson Hall	10,000	#2	45,000		No
Folsom Hall	10,000	#2	43,000		No
Physical Plant Bldg	660	#2	3,200		No
Skyway	2,500	#2	4,200		No
Houlton Center	990	#2	4,500		No
17 Northern Lane	275	#2	600		No
19 Northern Lane	275	#2	600		No
21 Northern Lane	275	#2	600		No
23 Northern Lane	275	#2	600		No
Total #2 Fuel			254,300		
Gasoline	550	87 Octane	7,500		
Diesel	330	Low Sulfur	1,200		

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, JUNE 26, 2007 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 – 2008-2009

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2008 through June 30, 2009. Contracts may be awarded for the 2008-2009 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) \$_____

NOTE TO BIDDERS

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

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		

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, JUNE 26, 2007 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 – 2008-2009

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2008 through June 30, 2009. Contracts may be awarded for the 2008-2009 season.

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

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

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

NOTE TO BIDDERS
SPECIAL CONDITIONS FOR NORTHERN MAINE COMMUNITY COLLEGE, PRESQUE ISLE – SEE
PARAGRAPH 4.5.8 ABOVE

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 RESIDENTAL 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, JUNE 26, 2007 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 – 2008-2009

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2008 through June 30, 2009. Contracts may be awarded for the 2008-2009 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	21,800		No
Learning Center	10,000	#2	34,000		No
125 Lincoln Street	275	#2	1,500		No
126 Lincoln Street	5,000	#2	15,000		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	59,800		No
Purinton 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	60,000		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
232 Main Street	2 - 225	#2	1,700		No
104 Lake Ave	275	#2	1,000		No
149 Quebec	275	#2	1,000		No
Total #2 Fuel			450,900		

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, JUNE 26, 2007 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 – 2008-2009

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2008 through June 30, 2009. Contracts may be awarded for the 2008-2009 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, JUNE 26, 2007 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 – 2008-2009

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2008 through June 30, 2009. Contracts may be awarded for the 2008-2009 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, JUNE 26, 2007 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 – 2008-2009

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2008 through June 30, 2009. Contracts may be awarded for the 2008-2009 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, JUNE 26, 2007 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 – 2008-2009

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2008 through June 30, 2009. Contracts may be awarded for the 2008-2009 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					
149 State Street	2 – 330	#2	2,000		Yes
7 College Avenue	2 – 275	#2	1,100		Yes
19 College Avenue	330	#2	1,000		Yes
51 College Avenue	275	#2	3,000		Yes
Academy Building	300	#2	2,600		Yes
Art Drawing Building	330	#2	1,300		Yes
Art Gallery	275	#2	2,000		Yes
McLellan House	330	#2	1,600		Yes
President's Residence	2 – 275	Bio-fuel	3,800		Yes
Gorham Total			18,400		
Portland					
25 Bedford Street	2 – 275	#2	3,600		Yes
92 Bedford Street	275	Bio-fuel	1,400		Yes
94 Bedford Street	275	#2	1,550		Yes
98 Bedford Street	275	Bio-fuel	1,200		Yes
102 Bedford Street	275	#2	1,100		Yes
118 Bedford Street	275	#2	2,200		Yes
120 Bedford Street	275	#2	2,000		Yes
126 Bedford Street	275	#2	1,500		Yes
23 Brighton Ave. (Cape Cod)	190	Bio-fuel	1,200		Yes
1 Chamberlain Avenue	275	Bio-fuel	1,200		Yes
7 Chamberlain Avenue	275	#2	1,200		Yes
11 Chamberlain Avenue	275	#2	900		Yes
15 Chamberlain Avenue	275	#2	1,300		Yes
19 Chamberlain Avenue	275	#2	1,200		Yes
209 Deering Avenue	275	#2	1,200		Yes
222 Deering Avenue	275	#2	1,000		Yes
228 Deering Avenue	275	#2	1,100		Yes
39 Exeter Street	275	#2	1,200		Yes
45 Exeter Street	275	#2	1,200		Yes
47 Exeter Street	275	#2	1,900		Yes
49 – 51 Exeter Street	275	#2	1,100		Yes
55 – 57 Exeter Street	275	#2	2,000		Yes
59 – 61 Exeter Street	275	#2	1,500		Yes
65 Exeter Street	275	#2	1,200		Yes
11 Granite Street	275	#2	1,000		Yes
68 High Street	2,000	#2	11,200		Yes
Portland Total		#2 & Bio	47,150		

Wolf Neck, Freeport					
Stone House Mansion	2 – 275	#2		1,500	Yes
Wolf Neck Total				1,500	
Gorham – Diesel					
Grounds Garage	275	Bio-Diesel		1,800	Yes
		Off-road			

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, JUNE 26, 2007 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 – 2008-2009

For #2 heating fuel only – the University requests that bidders also provide pricing for a second year, July 1, 2008 through June 30, 2009. Contracts may be awarded for the 2008-2009 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, JUNE 26, 2007 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) \$_____

- 5.2 References: A list of three references shall be submitted with your quotation. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: () _____ Fax Number: () _____