



Administered by University of Maine System
Office of Strategic Procurement
Request for Bid (RFB)

Bulk Gasoline Purchases

RFB #2023-006

Issued Date: July 22, 2022

Response Deadline Date/Time: August 5, 2022, 11:59 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – DH: UM Bulk Gasoline - RFB#2023-006

Response Contact Information:

Strategic Sourcing Manager (SSM): Derek Houtman
Email: UMSResponses@maine.edu Phone: (207) 581-2678

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1.0 INTRODUCTION

1.1 General Information

1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

1.1.2 Purpose

The University of Maine is seeking responses to provide bulk deliveries of Unleaded 87 Gasoline as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review **1.1.3 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

Though this document is primarily for the University of Maine, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

1.1.3 Scope of Work

The University of Maine (Orono) Department of Facilities Management requires delivery of regular unleaded 87 gasoline fuel. The University maintains a 6,000 gallon underground tank located near the Facilities Management Building on the Orono Campus to be used by University owned vehicles. The University anticipates forming a contractual relationship with the awarded vendor. A draft UMS contract template can be found in Attachment A.

Delivery: Deliveries shall be made within 48 hours of placing the order. Unless prior arrangements are made deliveries are to be made during normal working hours, Monday through Friday between 6:00 AM and 3:00 pm unless otherwise arranged. Deliveries are to be made in bulk, approximately 4,000 gallons approximately eighteen (18) to twenty-one (21) days from delivery to delivery, year round. Driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket. A copy of the delivery ticket, signed when possible by both the driver and a person from the University, is to be left with the University.

All deliveries must comply with Department of Transportation regulations Title 49 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(s) 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.

Deliveries made to the University over the past 18 months:

Date Delivered	Amount Delivered (Gallons)
7/15/2020	3983
8/13/2020	3992
9/10/2020	3995
10/9/2020	4011
11/17/2020	4000
12/15/2020	4000
1/14/2021	4064
2/10/2021	4083
3/9/2021	4084
4/7/2021	4032
5/9/2021	4021
6/7/2021	4001
6/30/2021	3986
7/28/2021	3988
8/19/2021	3977
9/14/2021	3993
10/7/2021	4004
11/4/2021	4033
12/3/2021	4062
1/3/2022	4087
1/29/2022	4112
3/15/2022	4069
4/8/2022	4046
5/4/2022	4033
5/22/2022	4007

TECHNICAL SPECIFICATIONS UNLEADED GASOLINE FUEL

Octane	87.0 minimum
Sulfur	0.10 maximum
Gum, existent	5 maximum mg/100 mil.
Lead content	0.050 maximum Gms. PB/Gal.

Seasonally and geographically adjusted to meet the most current ASTM standards of ASTM D431 as a minimum. In addition to the listed requirement, the product shall exhibit good filterability and shall be essentially free of all foreign contaminants including but not limited to soaps, gels, emulsive materials and reactive materials such as metals and inorganic basic or acidic compounds.

1.1.4 Communication with the University

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

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

1.1.5 Confidentiality

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents' responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information that meets the definition of “trade secret” under Maine law. Clearly mark any portion of your submitted materials which are entitled to “trade secret” exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

1.1.6 Costs of Preparation

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

1.1.7 Authorization

Any 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 Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.1.8 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

1.1.9 Pricing

All prices provided shall remain firm for the entire term of the agreement. Refer to **Appendix B** for specific bid instructions/requirements.

1.1.10 Evaluation Criteria

Award will be made to the low respondent provided that all other requirements are satisfactorily met, including receipt of bid as outlined in **Appendix B**.

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

1.1.11 Bid Submission

A SIGNED copy of this bid document must be submitted to the Office of Strategic Procurement as follows:

1. Completion of **Appendix A**. **Appendix A** must be SIGNED as part of the submission.

2. Completion of **Appendix B**. **Appendix B** must be SIGNED as part of the submission.
3. Bid submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.
4. Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.
5. Respondent may attached company bid to their submission as supporting information. Respondent is still required to complete **Appendix C**.

2.0 Bid Terms

2.1 Payment Terms

Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

2.2 Pricing:

All prices quoted shall remain firm for the entire term of the agreement.

2.3 Invoices

Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

University of Maine System
Accounts Payable
PO Box 533
Bangor, ME 04402

Phone: [207-581-2692](tel:207-581-2692)
Fax: [207-581-2698](tel:207-581-2698)
Email: UMAP@maine.edu

2.4 Contact – Post Award

Unless otherwise specified in an attachment hereto, the awarded respondent will Email any notice to the person(s) listed below. This person will serve as receipt of the delivery of the product / service.

Contact Name: Sandra Binette, Administrative Specialist, Facilities Management
Email: sandra.binette@maine.edu
Telephone: 207 581 2677

2.5 Product / Service Delivery

The following detail the product / service delivery requirements to the awarded respondent. As part of the submission of the bid the awarded respondent is committing to these requirements.

Delivery: Must be received within 5 business days from the bid award.

Other: Vendor is required to deliver all license/maintenance keys and documentation necessary to support the usage and record of the University of Maine System acquisition within the delivery date/time specified above.

2.6 Order of Precedence

In the event of any conflicts among the bid documents the following order of precedence shall apply:

- A. This Request for Bid (RFB).
- B. Appendix A – University of Maine System Bid Vendor Page
- C. Appendix B – Debarment, Performance and Non-Collusion Certification
- D. Appendix C - Pricing
- E. Respondent Attachments, as required.

Appendix A – University of Maine System Response Cover Page

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Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

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Bulk Gasoline Purchases

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

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Bidder’s Organization Name:

OPIS Rack Location: _____

Date of Quote: _____

OPIS Rack Price Per Gallon: \$ _____

NORA, Environmental Fees, L.U.S.T. tax + \$ _____

Mark-up Price Per Gallon: + \$ _____

Transportation Cost Per Gallon: + \$ _____

***Total Fixed Margin Price Per Gallon:** = \$ _____ + \$ _____

Total Delivered Price Per Gallon = \$ _____

Lock in Price for 12 months as of _____ : \$ _____
(DATE)

****Award will be based on Total Fixed Margin Price Per Gallon***