

Propane (Webber Fuel)

Contract Reference Number
(show the Number or "N/A")

State of Maine
Bureau of General Services,
Division of Purchases
Contract for Propane

Contract Issued by:


State of Maine
Department of Administrative and Financial Services
Bureau of General Services
Division of Purchases
9 State House Station
Augusta, ME 04333-0077
Tel: (207) 624-7334
Fax: (207) 287-6578
Contact Person: Terry L. Demerchant
E-mail: Terry.L.Demerchant@maine.gov

Accepting for the State of Maine

Date: _____

Contractor Information:

Webber Energy Fuels
P.O. Box 929
700 Main Street
Bangor, Me 04401
Chris Brook
207-992-5133
207-990-1030
ccbroom@webberenergy.com

Accepting for Contractor

Date: 10-9-07

Contract Term:

Start Date: October 1, 2007. End Date: September 30, 2010

Prior Document Reference

This Contract is the result of a Request for Proposals, dated 20 August 2007, issued by Competitive Energy Services, LLC on behalf of the State of Maine, Bureau of General Services, Division of Purchases.

Description of Commodity and/or Service

| | |
|------------------------------|----------------------|
| Product to be Delivered | Specified in Rider A |
| Prices for Delivered Product | Specified in Rider A |
| Delivery Schedule | Specified in Rider A |

Statewide Locations

Various statewide delivery locations as identified in the Request for Proposals and on the accompanying spreadsheet. NOTE: During the Contract Term, other State Agencies may want to be included in this contract.

Ordering, Delivery and Invoicing

See Rider A.

Please note that individual State of Maine departments must be set up as separate accounts. Each account may have multiple locations for which the department is responsible. Detailed invoicing must be provided by Department, by location. Invoices should be sent to addresses listed on the spreadsheet provided as Rider B to this Contract.

Quarterly Reporting

The Contractor will provide the Division of Purchases with a quarterly summary report including contract year to date totals of actual deliveries made to all accounts during the previous quarter. Reports are due 15 days after the end of each quarter, on January 15, April 15, July 15 and October 15.

General Terms and Conditions

1. **PAYMENT:** The Contractor and State of Maine agree to Net: 30 days. Prices are F.O.B. Destination. Payment may be made by check or electronic funds transfer.
2. **WARRANTY:** Contractor warrants:
 - a. That all material and services to be supplied by it under this Contract are fit and sufficient for the purpose intended; and
 - b. That all material and services covered by this contract will conform to the specifications, drawing samples, symbols or other description specified by Purchases; and
 - c. That such materials are merchantable, good quality and free from defects whether patent or latent in material and workmanship; and
 - d. That all workmanship, materials and articles to be provided are of the best grade and quality; and
 - e. That it has good and clear title to all materials to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.
3. **TAXES:** Contractor agrees that, unless otherwise indicated in the contract, the prices herein do not include federal, state or local sales or use tax from which an exemption is available for purposes of this contract. Contractor agrees to accept and use tax exemption certificates when supplied by Purchases, as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify Purchases and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the State of Maine.
4. **ALTERATIONS:** Purchases reserves the right to increase or decrease all or any portion of the work and the materials required to be provided by the bidding documents or this Contract, or to eliminate all or any portion of such work or materials or to change delivery date hereon without violating this Contract. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing materials under this Contract because of the inability of the parties to agree on an adjustment or adjustments.
5. **DEFAULT:** The Division of Purchases may terminate the whole or any part of this Contract in any one of the following circumstances:



- a. The Contractor fails to make delivery of materials, or to perform services within the time or times specified herein; or
- b. The Contractor fails to deliver specified materials or services; or
- c. The Contractor fails to perform any of the provisions of this Contract; or
- d. The Contractor so fails to make progress as to endanger the performance of this Contract in accordance with its terms; or
- e. The Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency.

In the event that Purchases terminates this Contract in whole or in part pursuant to this paragraph, it may procure materials and services similar to those so terminated upon such terms and in such manner as it deems appropriate, and Contractor shall be liable to Purchases for any excess cost of such similar materials or services.

- 6. **DEBARMENT AND SUSPENSION:** The Contractor has completed a Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transactions. The form is available at the Division of Purchases website, <http://www.maine.gov/purchases/forms/index.html>. A copy should be secured, completed and submitted with an executed copy of this contract.
- 7. **INTERPRETATION:** This Contract shall be governed by the laws of the State of Maine as to interpretation and performance. The Contractor agrees to personal jurisdiction in the State of Maine.
- 8. **DISPUTES:** Purchases will decide any and all questions, which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this contract. Purchases will decide all questions, which may arise as to the interpretation of the terms of this Contract and the fulfillment of this Contract on the part of the contractor.
- 9. **ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this contract shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this contract without Purchases' prior written consent. No subcontract or transfer of this Contract shall in any case release the Contractor of its obligations and liabilities under this Contract.
- 10. **HOLD HARMLESS:** The Contractor agrees to indemnify, defend and save harmless the Bureau of General Services, the Division of Purchases, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, materials, articles, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Contract.
- 11. **SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the contractor to solicit or secure this Contract, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, Purchases shall have the absolute right to annul this Contract or, in its discretion, to deduct from the price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
- 12. **WAIVER:** The failure of Purchases to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this contract or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of contractor with respect to such future performance shall continue in full force and effect.



Propane (Webber Fuel)

Contract Reference Number
(show the Number or "N/A")

13. By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly has occurred in connection with any contract awarded by the State of Maine.



Propane (Webber Fuel)

Contract Reference Number
(show the Number or "N/A")

RIDER A

1. Product The product to be delivered is Propane, unless otherwise specified below or on the attached schedule.

2. Prices The price for all deliveries will be "Adder-Over-Selkirk" or other, as indicated. The "Selkirk Price" for **Propane** will be set equal to the closing Price at Selkirk on the date of delivery. The Adders for each facility are shown on the attached schedule. Accordingly, the delivered price per gallon at each facility is equal to the sum of the Selkirk Price plus the Adder.

3. Delivery Schedule Unless otherwise specified below, Contractor is responsible for ensuring that an adequate amount of Product is available at each of the facilities throughout the term of the contract and for arranging all deliveries as required.



Propane (Webber Fuel)

Contract Reference Number
(show the Number or "N/A")

Propane

| CITY | BUILDING | NO. OF TANKS & CAP. | Price Point | Adder (\$/Gallon) |
|------------|---|--|--------------------|-------------------|
| AUGUSTA | Human Services 221 State St. | 4 ea. 120 gl. Tanks | Selkirk | 0.2489 |
| | Medical Examiners 30 A Hospital St. | 3 ea. 120 gl. Tanks | Selkirk | 0.2489 |
| | Cross Off. Bldg. 111 Sewall St. | 1 ea. 1000 gl. Tank | Selkirk | 0.2489 |
| | Cultural Bldg. 230 State St. | 1 ea. 500 gl. Tank | Selkirk | 0.2489 |
| | State Police Garage 36 A Hospital St. | 1 ea. 500 gl. Tank | Selkirk | 0.2489 |
| | DOT Bldg. 24 Child St. | 4 ea. 1000 gl. Tanks | Selkirk | 0.2489 |
| | State Police Crime Lab 26 Hospital St. | 1 ea. 500 gl. Tank | Selkirk | 0.2489 |
| | District Court 145 State Street | 2 ea. 120 gl. Tanks | Selkirk | 0.2489 |
| | AMHI Hospital St. | 2 ea. 120 gl. Tanks | Selkirk | 0.2489 |
| | Riverview Psych. Fac. (new constructed loc.) | 1 ea. 50 gl. Tank | Selkirk | 0.2489 |
| | Blaine House | 1 ea. 500gl Tank | Selkirk | 0.2489 |
| Hallowell | Stevens Bldg. Winthrop St. | 1 ea. 500 gl. Tank 1 ea. 60 gallon Tank | Selkirk Selkirk | 0.2489 0.2489 |
| | Liquor Warehouse 10-11 Water St. | 1 ea. 80 gl. Tank | Selkirk | 0.2489 |
| Vassalboro | Me. Criminial Justice Aca. | 1 ea. 1000gl Tank | Selkirk | 0.2489 |

Note: Adder does not include any applicable state or federal taxes or fees, which will be added to the delivered prices.



Propane (Webber Fuel)

Contract Reference Number
(show the Number or "N/A")

RIDER B

Billing Addresses and Contact Persons for each facility:

TO BE PROVIDED

