STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PROCUREMENT SERVICES

RFQ # 18P 22020622001

Ultra-Low Sulfur Heating Oil for State Facilities

Quotations/Responses Due: 8/10/22 not later than 4:00 p.m. local time

Note: All interested bidders receive the same information about the open bid opportunity, all questions and responses must be provided via email to Brandon Martin <u>Brandon.Martin@maine.gov</u>. All answers to questions will be posted no later than forty-eight (48) hours prior to closure date and time. The Division reserves the right not to answer questions.

General Instructions on Bidder Questions

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions via email to Brandon Martin: <u>Brandon.Martin@maine.gov</u>. Any answers to questions will appear on the Division of Procurement Services website. It is the vendor's responsibility to view all questions and answers posted on Division of Procurement Services website. Additional information obtained any other way will not be valid.

In the event that you must contact us for any other reasons than the Q & A previously mentioned, only the Buyer listed may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Summary

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services ("Division") is acting on behalf of (All Using Agencies) ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

RFQ REQUIREMENTS

1. Description of Requirements

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

• Please see Appendix B

2. Bid Contents Requirements

In addition to the cost and delivery, all bids are required to contain the following information as attachments, in the Appendices listed below:

- Appendix A: Bid Cover Page and Debarment Form
- **Appendix E:** Municipality Political Subdivision and School District Participation Certification
- Attachment A: Supplier Bid Form, and list of regions and facilities (Microsoft Excel file)
- Product Data/ Safety Data Sheet: Safety Data Sheets are required for each hazardous chemical to communicate the information on the hazardous chemicals by the chemical manufacturer, distributor, or importer. All bidders must provide Safety Data Sheets meeting or exceeding specifications with submitted bid(s).

3. Master Agreement Term

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or "Period of Performance", during which the contract is considered to be in effect. The <u>anticipated</u> contract term is defined in the table below. Please note that the dates below are <u>estimated</u> and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for four renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	9/1/2022	8/31/2023
Renewal Period #1	9/1/2023	8/31/2024
Renewal Period #2	9/1/2024	8/31/2025
Renewal Period #3	9/1/2025	8/31/2026
Renewal Period #4	9/1/2026	8/31/2027

4. Number of Awards

Bidder selection will be based on the best value to the State of Maine, and awards will be made either by group of Regions or by all Regions. The Department reserves the right to make one award or multiple awards as a result of the process.

5. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received <u>no later than</u> **4:00 p.m. Eastern Standard Time (EST)**, on the date listed above. <u>Quotations received after the 4:00</u> <u>p.m. deadline will not be accepted</u>.
- b. **Submission Instructions:** Bidders must submit their bids via email to Brandon Martin: <u>Brandon.Martin@maine.gov</u>
- c. **Multiple Quotations:** Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination. This can include the initial term only, or the initial term plus one or more of the renewal periods. Bidders may elect to bid on one or more of the regions, however each must be capable of serving all accounts in the regions for which a bid is submitted.
- d. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder's response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.
- e. **Timeline of Events:** Timeline dates are subject to change at the sole discretion of the Division. The Division reserves the right to award this RFQ at any time it determines that market conditions are favorable and such award is in the best interests of the State.

Event	Due Date
Issue Date	July 29, 2022
	August 5, 2022, no later than 4:00 p.m.,
Question Deadline	local time
Response to Inquiries	August 8, 2022
	August 10, 2021, no later than 4:00 p.m.,
Bids Due Date	local time

6. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.

c. Failure to provide the requested information may result in the exclusion of the RFQ#18P22020622001

quotation from consideration, at the discretion of the Division.

- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

7. <u>Quotation Evaluation and Selection</u>

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term "Best Value" may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price or combination of prices among the Bidders. Delivery days may be a factor in awarding.
- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance, and/or a contract terminated or not renewed within the last five years.
- c. At the discretion of the Division, if a Bidder's submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder's submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications <u>most closely</u> <u>meet</u> the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division's RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.

8. Negotiations

- a. <u>No Best and Final Offers</u>: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The State of Maine reserves the right to request refreshed pricing from any Bidder, recognizing that the market prices may change from when the bid is submitted, as

negotiations are made, and until the contract is completed and executed.

- c. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. <u>The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.</u>
- d. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

The State of Maine ("State") Department of Administrative and Financial Services ("Department"), Bureau of Business Management ("Bureau"), Division of Procurement Services ("Division") acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as "contract" herein), as applicable.

B. General Provisions

- 1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
- 2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division's answers to the Bidders' questions), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the "Submitting a Quotation" section of this RFQ.
- 3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder's experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
- **4.** The RFQ and the selected Bidder's quotation, including all appendices or attachments, may be incorporated in the final contract.
- 5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.). http://www.mainelegislature.org/legis/statutes/1/title1sec401.html

- 6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
- 7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
- 8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Delivery Terms

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. *Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination"*. The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

D. Alternate Bids and Approved Equals

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here:

http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html

E. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: http://www.maine.gov/purchases/policies/120.shtml). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services' website at the following link: <u>BPO_General_Terms</u>

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link: <u>http://www.maine.gov/purchases/info/forms.shtml</u>

B. Independent Capacity

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

C. Payments and Other Provisions

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

"9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means."

Appendix A

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PROCUREMENT SERVICES

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name:						
Chief Executive - Name/Title						
Tel:	Fax:	E-mail:				
Headquarters Street Address:						
Headquarters City/State/Zip:						
(provide information requested below if different from above)						
(provide information requested Lead Point of Contact for Bid -						
		E-mail:				
Lead Point of Contact for Bid -	Name/Title:	E-mail:				
Lead Point of Contact for Bid - Tel:	Name/Title:	E-mail:				
Lead Point of Contact for Bid -	Name/Title:	E-mail:				
Lead Point of Contact for Bid - Tel:	Name/Title:	E-mail:				
Lead Point of Contact for Bid - Tel:	Name/Title:	E-mail:				

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- The pricing structure contained herein will remain firm for a period of 30 days from the date and time of the bid opening, recognizing that the market components (not the Bidder margins) may change from day to day;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name:	Title:
Authorized Signature:	Date:

Debarment, Performance, and Non-Collusion Certification

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 Bidder's proposal, at the discretion of the Department.

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

Name:	Title:
Authorized Signature:	Date:

Appendix B

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PROCUREMENT SERVICES

DETAILED SPECIFICATIONS AND INFORMATION

RFQ # 18P 22020622001

Ultra-Low Sulfur Heating Oil for State Facilities

Scope and Purpose

This request is to select one or multiple vendors to provide #2 heating oil to select State of Maine facilities within the identified regions as specified in Attachment A.

The State reserves the right to (1) negotiate with one or more prospective Bidders; (2) negotiate additions and/or modifications in the volumes of heating fuels at any time prior to award; and (3) terminate its further participation in this request or negotiation process with any or all prospective Bidders.

The State's requirement is for 90% of the heating oil delivery volume in the Attachment A deliveries worksheets. Note: the usage figures shown in Attachment A facilities list worksheets are estimates of annual usage based on historic use at the facilities. The amount that the vendor is responsible for selling and delivering is not the volume shown, but is the amount shown in Attachment A Supplier Bid Form worksheet. The State's estimates are no guarantee of future usage. The winning Bidder will be responsible for ensuring that an adequate amount of fuel is available at each of the facilities throughout the term of the contract, and for arranging all deliveries as required.

Additional State Facilities

The State has intended to include all its applicable facilities in Attachment A. If the State finds that certain facilities were inadvertently omitted from inclusion in this bid after contracts have been awarded, then the State expects to be able to include these facilities under the same terms and conditions as the included facilities. Those added facilities will draw on the contracted volume.

Contract Duration and Start Date

The State is interested in entering into a contract for the purchase and delivery of fuels to each of its facilities shown in Attachment A. The State seeks to take its first deliveries starting September 1, 2022.

Payment Terms

After contract(s) have been awarded and heating oil is being supplied, the State of Maine seeks to pay a monthly bill for usage at each delivery point. All payments made by the State to the selected Bidder will have payment terms of net 30 days from receipt of an accurate and accepted invoice.

All invoices will include the contract number. Only original invoices will be paid. Statements will not be accepted in lieu of an invoice for payment. There must be one invoice with delivery ticket number to be paid for each delivery. The contracted vendor will be required to include, with each invoice submitted, the locked in price and if in the event we need to go to "Margin-Over-Rack", a daily OPIS (or comparable and accessible price benchmark) report documenting the rack price must accompany the invoice.

With each shipment of liquid fuel, a shipping receipt and certification from the fuel supplier of the type of fuel delivered, the percentage of sulfur in such fuel (by weight), and the method used by the fuel supplier to determine the sulfur content of such fuel.

In addition, the State of Maine is requiring vendors to accept credit cards as a potential form of payment for the procurement of goods and services under contracts resulting from this bid. The pricing offered to the State of Maine shall be the final price to the State regardless of payment method. No surcharge (e.g. for credit card use) or other compensation will be allowed.

Quarterly Reporting

The vendors awarded a contract through this request must provide the points of contact listed below (or a delegate identified by the Director of the Division of Procurement Services) with a quarterly summary report, including contract year-to-date total 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.

Division of Procurement Services Michelle Fournier 111 Sewall Street 9 State House Station Augusta, ME 04333 Michelle.Fournier@maine.gov

Contract Extension

For the contract resulting from this bid, the Director of the State of Maine Division of Procurement Services may extend the contract period beyond the indicated expiration date with the consent of the selected Bidder. During the term of the contract, the Director may also extend contract pricing to other State facilities that may not be listed on Attachment A, again, with the consent of the selected Bidder.

Pricing

Pricing for all deliveries under the contract will be based on a "Margin-Over-Rack" price as per region. "Margin-Over-Rack" pricing method is defined as follows: participating vendors will be RFQ#18P22020622001 12 Rev. 7/26/22

paid for deliveries based on a proposed and agreed monetary margin per gallon over a variable wholesale "rack" price. The rack price will be based on the information provided by the Oil Price Information Service (OPIS, for reference, see <u>www.opisnet.com</u>). The margin and all its elements will be fixed for the duration of the contract resulting from the award. The Division has also requested pricing option for a margin over a NY Harbor futures contract price (Margin-over-NYMEX). The Division may elect to fix some or all of the commodity price and would use this contract structure (if chosen) to fix a supplier margin for a hedge at a future date. The submitted price will be the official record of a vendor's bid and will be the price used when contracts are developed and awarded.

Automatic Delivery Facilities

For facilities that require automatic deliveries, the contract vendor will confirm, 24 hours or less, the oil level in each tank to be filled. This may be accomplished by either:

- a. Calling the facility for a measurement; or
- b. Using an on-site fuel gauge, if accessible

All Deliveries

Make deliveries when the building is occupied/staffed, Monday through Friday between 7:00 AM and 4:00 PM.

Must remain present throughout all deliveries within sight/sound of both the fuel controls and tank high level indicator(s).

Immediately stop delivery when either of the following occur:

a. Any high-level indicator signals or otherwise indicates that tank capacity has been reached; or the estimated tank capacity is reached, as determined by prior measurement.

In all cases the most conservative evidence of tank fullness shall prevail.

Immediately report any discharges of oil to the using agency.

In the event of any actual or suspected equipment malfunctions or code deficiency, immediately cease the delivery and immediately report the issue to the using agency.

#2 Specifications

- 1. Flash: ASTM specifies a flash of 125 Deg F or higher. An internal target of 110°F min is to maintain the specification during switch loading of trailers.
- 2. DYE Requirements: Visual color: Dye requirement, this product must exhibit visual evidence that red dye is present. The maximum allowable concentration, or spectral equivalence, is 0.75 pounds of solid red #26 per 1, 000 barrels. Dye: All heating oil delivered against this contract, regardless of Sulphur content, shall be dyed in satisfaction of the dyeing fuel requirements as prescribed by the Internal Revenue Service (IRS) for tax-free sales or uses of diesel fuel (using the Petro Spec dye analyzer or the IRS Test Method), pursuant to Section 4082 of the Internal Revenue Code of 1986, as amended. Under United States regulations, Grades No. 1 S15, No. 2 S15, and No. 4 S5000 (Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by 26 CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 lb. per thousand barrels of the solid dye standard Solvent Red 26.
- Pour Point: When a pour point is less than -18°C is specified, the minimum viscosity at 40°C for grade No. 2 shall be 1.7 minimum and the minimum 90% recovered temperature shall be waived.
- 4. Some boilers are licensed to fire distillate fuel and natural gas. [06-096 C.M.R. ch. 115, BPT]
- 5. On July 1, 2018 and thereafter, #2 Fuel Oil and Ultralow Sulfur Diesel will be refined to the same exact ASTM Specification (ASTM D 975) as Ultra Low Sulfur
- 6. Compliance shall be demonstrated by fuel records from the supplier showing the type and the percent sulfur of the fuel delivered (if applicable). [06-096 C.M.R. ch. 115, BPT]

Attachments

Attachment A – The regions, detailed list of facilities, estimated annual usage, along with Supplier Bid Form can be found in Attachment A.

Appendix C

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PROCUREMENT SERVICES

COST RESPONSE

RFQ # 18P 22020622001

Ultra-Low Sulfur Heating Oil for State Facilities

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below:

Attachment A, Supplier Bid Form tab (Microsoft Excel spreadsheet).

Email all required documents to Brandon Martin: Brandon.Martin@maine.gov

Appendix E

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PROCUREMENT SERVICES

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

RFQ # 18P 22020622001

Ultra-Low Sulfur Heating Oil for State Facilities

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

____Yes

Yes, with conditions as follows:

____ No

Name of Company:

Address:

Signature:

Date: