

NEW

State of Maine



Master Agreement

Effective Date: 10/25/18

Expiration Date: 10/24/19

Master Agreement Description: Diesel Fuel, Ferry Service

Buyer Information

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

Issuer Information

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

Requestor Information

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

Authorized Departments

17A TRANSPORTATION

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000022542

Vendor Name

DEAD RIVER CO

Alias/DBA

Vendor Address Information

PO BOX 467

SCARBOROUGH, ME 04070-0467

US

Vendor Contact Information

DAVID LUCE

800-287-5841 ext.

david.luce@deadriver.com

Commodity Information

Vendor Line #: 1

Vendor Name: DEAD RIVER CO

Commodity Line #: 1

Commodity Code: 40509

Commodity Description: Diesel Fuel for Maine MDOT Ferry Service Boats

Commodity Specifications: Locked in for the 2018/2019 season at \$2.56 for Diesel - see estimated gallons on page 11 of the RFQ specs terms cond.pdf document

Commodity Extended Description: Ferry Service Fuel for all boats as per the specifications attached and made part of this MA.

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
0	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
\$0.00	10/25/18	10/24/19
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES

RFQ # 18P 1810160000000000120

Diesel Fuel, Ferry Service

Quotations/Responses Due: 10/24/18 not later than 4:00 p.m. local time

Note: All questions and responses must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service (VSS).

General Instructions on Bidder Questions

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. 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 on the Solicitation page 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 **MaineDOT Ferry Service** ("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, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A:** Bid Cover Page and Debarment Form
- **Appendix D:** Maine Business and Economic Impact Consideration Form
- **Price Quotation Response Form:** One for each boat being bid
- **Product Data/Information Sheets**

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 anticipated contract term is defined in the table below. Please note that the dates below are estimated 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 two 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	10/25/2018	10/24/2019
Renewal Period #1	10/25/2019	10/24/2020
Renewal Period #2	10/25/2020	10/24/2021

4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine’s electronic procurement system: Advantage “Vendor Self Service” (VSS). More information on this

system can be found at the following internet link:

<http://www.maine.gov/purchases/venbid/rfq.shtml>.

- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, 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.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the “Withdraw” button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **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.

5. **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 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.

6. **Quotation Evaluation and Selection**

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 among the Bidders. Delivery days can 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 *most closely meet* 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.
- f. **Maine Business and Economic Impact Consideration**
Using **Appendix D** (Maine Business and Economic Impact Consideration Form), the Bidder (Bidder identified on the “Bid Cover Page” - **Appendix A**) is required to describe the Bidder’s investment in the State of Maine as reported on the most recently completed IRS form W-2. Consideration of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states “Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion.” The State reserves the right to verify this information at any time during the evaluation process or after.

The Maine Business and Economic Impact Consideration will allow up to a 10% reduction in a Bidder’s submitted price for comparison purposes when determining award. The exact percentage will be determined using the information provided by Bidders on their submitted Maine Business and Economic Impact Consideration Form (**Appendix D**) compared to the percentage breakdowns below:

Maine Business Analysis	Percentage
Average Percentage of Maine Business Impact - 1 to 74%	2%
Average Percentage of Maine Business Impact - 75 to 100%	4%

Maine Economic Impact	Percentage
Sum of Maine Economic Analysis - \$1 to \$1,000,000	2%
Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000	4%
Sum of Maine Economic Analysis - over \$10,000,000	6%

The percentages from both Maine Business Analysis and Maine Economic Impact will be combined for a Bidder’s total percentage reduction in price. For example, if a Bidder has a “Average Percentage of Maine Business Impact - 1 to 74%” in Maine Business Analysis and a “Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000” in Maine Economic Impact, their total percentage reduction for price comparison would be 6% (2% + 4%).

7. Negotiations

- a. No Best and Final Offers: 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 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. 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.
- c. 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 submitted through the VSS), 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. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

D. 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.

E. 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>

F. 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:

http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc

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:

<http://www.maine.gov/purchases/info/forms.shtml>

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 MRS §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:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- 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

RFQ # 18P 1810160000000000120

SCOPE: The Division of Procurement Services is soliciting quotations to contract the Maine Ferry Service's requirement for diesel fuel as per the below specifications. All prices quoted will be Portland OPIS reported Rack average price (Rack) and lock in price on the bid due date. The date of the rack price and which rack location to be used will be included with all bids.

QUOTES:

Pricing for all deliveries under the resulting contract will be based on a Margin-Over-Rack price, where available, or other type of pricing structure depending on the specific Fuel, as defined below. The State also reserves the right to award based on lock in price on a certain day that is in the best interest of the State. The quoted price provided by the vendor will be the adder price that the state will use from the date of the award until the end date of the contract.

The submitted Price Quotation Response Form will be the official record of your bid and will be the price used when contracts are developed and awarded. Additional costs proposed after the award of the bid and before contract is signed will not be allowed and will result in forfeiture of the award. At any time during the contract period, the State reserves the right to negotiate a lock in price when it is advantageous to do so.

ESTIMATED GALLONS:

SPECIFIC LOCATION	ZIP CODE (5 digit)	# OF TKS	TANK SIZE (GLS)	EST ANNUAL USAGE
Capt Henry Lee	04653	Ferry	Sch Del	86,128
Margaret Chase Smith	04849	Ferry	Sch Del	91,508
Capt Charles Philbrook	04841	Ferry	Sch Del	102,684
Capt. Neal Burgess	04841	Ferry	Sch Del	88,768
Captain E. Frank Thompson	04841	Ferry	Sch Del	170,000
Governor Curtis	04841	Ferry	Sch Del	50,000

DELIVERY:

FUELING MAINE STATE FERRY SERVICE VESSELS

Schedule

Tuesday and Thursday	Captain E. Frank Thompson	10:30 AM	At Rockland dock
Tuesday	Capt. Charles Philbrook	12:30PM	At Rockland In Pen
Tuesday	Capt. Henry Lee	10:15AM	At Bass Harbor Pen
Wednesday	Margaret Chase Smith	2:00PM	At Lincolnville In Pen
Thursday	Capt Neal Burgess	1:30PM	At Rockland In Pen

Time is when vessel arrives at Rockland or its respective dock. This may vary depending on weather and traffic. There will be changes in schedule from summer to winter as indicated by our Ferry Service Schedule. Notice will be given to fuel supplier in advance of the changeover. Trips are occasionally cancelled due to weather and if this occurs on a fueling day the fueling will take place the next day at the same time.

Timing of fuel deliveries is critical for us to maintain our ferry schedule for departing times. Therefore, deliveries must be on time.

An MSFS line attendant will usually be available to direct the driver. The crew will advise driver on how much is needed and where to connect. All vessels are fueled through a scully fitting.

At times, we may need to fuel a spare vessel. This is usually done in conjunction with a regular delivery or may be as a separate delivery to meet the Maine State Ferry Service needs. Each delivery must have a separate ticket. Vessels usually take 1500 to 2400 gallons each week so please have enough on truck that total fueling can be done on delivery time and date. Special deliveries will usually not require that much fuel, but if it does MDOT will notify you for a special load. Occasionally we fuel a vessel while it is at Rockland Marine Shipyard. The Vendor will be notified if this is the case.

Due to Homeland Security rules, we may require driver's names and truck information to be on file. MDOT will have their Security Officer contact the Vendor if need be.

The supplier will be supplying ultra-low sulfur off road diesel fuel.

Some other concerns that we have are that we run 363 days a year. When a fueling day falls on a Holiday we will have to plan accordingly for either next day delivery or to make a Holiday delivery.

Whenever possible deliveries shall include a legible metered delivery ticket which has been processed through a meter certified and sealed by the State of Maine, Department of Weights and Measures, and stamped with quantities, location, time (A.M/P.M.) date, driver and product. When bulk deliveries are made, the 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 receiving facility, should be left at the location receiving the fuel.

The Contractor shall FAX to the number below or email to the people below, as shown under invoicing section, delivery slips within 24 to 36 hours after the delivery. Delivery slips must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

INVOICING: An invoice for delivery must be mailed, and emailed or FAXED to:

Maine Department of Transportation
Fleet Services
ATTN: Fuel Services
26 State House Station
Augusta, ME 04333-0026

E-mail: Mark.A.Higgins@maine.gov and Luke.Hopkins@maine.gov
FAXED to 207-287-2543

All invoices will include the Procurement Services Master Agreement (Contract) number.

All invoices will be submitted within 36 hours of delivery. Only original invoices will be paid. Statements will not be accepted for payment. There will be one invoice with delivery ticket # to be paid for each delivery.

Delivery of any fuel that does not meet the specification required may result in cancellation of the contract.

The Department may spot test any product supplied to verify quality.

A daily OPIS report emailed by the contracted vendor documenting the rack price is also required.

QUANTITIES: Estimated quantities supplied with this request are based on an average season and should be used only as a basis of estimation.

QUOTATION: Quotation shall include OPIS reported rack price per gallon, Dealer mark-up price per gallon, transportation cost per gallon, product to be supplied, product specification, division and district to be supplied, company submitting bid and company official authorized to submit bid. We are also looking for a lock in price at the time of bid closing date.

Quarterly Reporting: The Contractor will provide the Division of Procurement Services 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.

TECHNICAL SPECIFICATIONS

ULTRA LOW SULFUR DIESEL FUEL 15PPM

Cetane minimum	45	
Water and sediment		.05% maximum
Ash		.003% max preferred, not to exceed .01% max
Sulfur		.05% maximum
API gravity		34-36
Water and sediment % volume	.025% maximum	
BTU content		138,000/gal. minimum
Carbon residue on 10% bottoms	0.010% maximum	
Bacteria and fungus		0 CFU/ml.

Cloud point and pour point must be appropriate for the geographical area where the fuel will be used by the Department, for the season of year and ambient air temperature per A.S.T.M. D975 as a minimum.

Percentage blend of winter fuel must be specified on the delivery ticket at time of delivery in addition to the listed requirements. The finished 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.

PRICE QUOTATION RESPONSE FORM
 (Please fill out this document for each boat that you are bidding)

BOAT(S) BEING QUOTED _____

Name of Company: _____ Phone: _____

Address: _____

OPIS Rack Location **Portland Maine OPIS rack average pricing on 10/24/18**

OPIS Rack price per gallon \$ _____

Mark-up Price per gallon + \$ _____

Transportation cost per gallon + \$ _____

Total fixed margin price per gallon = \$ _____ + \$ _____

Total Delivered Price = \$ _____

Lock in Price as of [DATE] \$ _____

The undersigned is authorized by the above-named company to submit this price quote and agrees to abide by the guidelines outlined in the request for price quotation.

Signed: _____ Date: _____

Title: _____

Email address: _____

Appendix C

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

COST RESPONSE

RFQ # 18P 1810160000000000120

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.

Fill out required sections in this word document, in Vendor Self Service (VSS) enter in price, delivery days, attach word document and descriptive literature and submit your response.

Appendix D

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

MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM

RFQ # 18P 1810160000000000120

Maine Business and Economic Impact Consideration, as defined in this RFQ document, will ONLY be applied to bids that included the information requested below.

Instructions:

Maine Business Analysis

1. Fill in the total number of full time employees (FTE) your company employs companywide and how many of the FTE are Maine residents.
2. Fill in the total dollar value for companywide payroll and the total amount of payroll paid to Maine Residents.

Maine Economic Impact

1. Fill in the amount stated on your company’s most recent W-2 for:
 - Income taxes paid in Maine
 - Property taxes paid in Maine
2. Fill in the amount of wages paid to Maine residents.
3. Fill in the estimated dollar value your company paid to Maine Subcontractors in the last fiscal year.

Bidder's Organization Name:	
-----------------------------	--

MAINE BUSINESS ANALYSIS		
	Total	Maine Residents
Number of FTE Employees:		
Payroll:		

MAINE ECONOMIC IMPACT	
Income Taxes Paid (State):	
Property Taxes Paid (Local):	
Wages to Maine Residents:	
Payments to Maine Subcontractors Estimated:	

Appendix A

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

BID COVER PAGE and DEBARMENT FORM

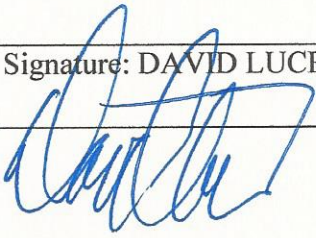
Bidder's Organization Name: DEAD RIVER COMPANY		
Chief Executive - Name/Title: DEANNA SHERMAN, PRESIDENT/CEO		
Tel: 358-5800	Fax: 773-1302	E-mail: DEANNA.SHERMAN@DEADRIVER.COM
Headquarters Street Address: 82 RUNNING HILL ROAD, SUITE 400		
Headquarters City/State/Zip: SOUTH PORTLAND, ME., 04106		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: DAVID LUCE, COMMERCIAL ACCOUNT MANAGER		
Tel: 358-5787	Fax: 773-1302	E-mail: DAVID.LUCE@DEADRIVER.COM
Street Address: 82 RUNNING HILL ROAD, SUITE 400		
City/State/Zip: SOUTH PORTLAND, ME., 04106		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- 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: DAVID LUCE	Title: COMMERCIAL ACCOUNT MANAGER
------------------	-----------------------------------

Authorized Signature: DAVID LUCE



Date: ~~9/28/2018~~

10/25/2018

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: DAVID LUCE	Title: COMMERCIAL ACCOUNT MANAGER
Authorized Signature: DAVID LUCE	Date: 9/28/2018 10/25/2018

PRICE QUOTATION RESPONSE FORM
(Please fill out this document for each boat that you are bidding)

BOAT(S) BEING QUOTED: ALL

Name of Company: DEAD RIVER COMPANY Phone: 358-5800

Address: 82 RUNNING HILL ROAD, SUITE 400, SOUTH PORTLAND ME., 04106

OPIS Rack Location **Portland Maine OPIS rack average pricing on 10/24/18**

OPIS Rack price per gallon: \$2.3650

Mark-up Price per gallon: + \$.0900

Transportation cost per gallon + \$.0500

Total fixed margin price per gallon = \$.1400+ \$2.3650

Total Delivered Price = \$2.5050

Lock in Price as of 10/24/18 3:00PM EST: \$2.5500

The undersigned is authorized by the above-named company to submit this price quote and agrees to abide by the guidelines outlined in the request for price quotation.

Signed: David Luce Date: 10/24/2018

Title: Commercial Account Manager

Email address: david.luce@deadriver.com



FIXED PRICE AGREEMENT
STATE OF MAINE

Date: October 25th, 2018

Account No: TBD

Dead River Company ("DRC") agrees to sell, and State of Maine, Department of Administrative and Financial Services ("Customer") agrees to purchase 589,088 gallons of Ultra-low sulfur diesel ("Committed Gallons") for the period of October 25th, 2018 through October 24th, 2019 ("Contract Period") to be delivered at various locations (See page 4 for locations).

The fixed price per gallon ("Contract Price") is \$2.5600 per gallon (including all taxes except sales, use, or new taxes) for a total amount of \$1,508,065.28.

This Contract ("Contract") provides that Dead River Company ("DRC") will sell, and the above-named customer ("You") will buy exclusively from DRC, the gallons of product shown above ("Committed Gallons") for the period shown above ("Contract Period") at the fixed price shown above, including all taxes except sales and use tax ("Contract Price"), to be delivered at the following address(es) shown above under the following conditions:

1. All gallons delivered will be temperature compensated.
2. **Requirements and Purchase Obligation:** You agree to purchase from DRC ALL requirements of the fuel type indicated for the Contract Period and shall not purchase from any other source during such period. The price of any fuel purchased in excess of the Committed Gallons will be reflected in the pricing addendum.
3. **Payment Terms Service and Equipment:** Charges to your account beyond the fuel charges described above (for example, for service or equipment purchases) shall be paid in full within 30 days of an approved invoice.
4. **Automatic Delivery:** DRC will deliver to the addresses listed above automatically, based upon projections calculated from historical consumption and weather. You should notify DRC of any changes in consumption expectations. Automatic delivery will continue after the term of the Contract Period. Also, please keep the path to the fill location clear for DRC's driver.
5. **Limitation of Liability:** DRC shall not be liable for any indirect or consequential damages whatsoever. Furthermore, DRC shall not be liable for damages incurred as a result of failure or delay in delivery of fuel

as a result of circumstances beyond DRC's control, including but not limited to, force majeure, supplier interruptions, government mandated allocation, Your failure to notify DRC of consumption changes, or Your failure to keep the fill location clear.

6. New Taxes: The Contract Price set forth above may be increased by an amount equal to the increment of new taxes imposed on fuel sales not in effect at the time this Agreement was made.

7. Termination by DRC: DRC may terminate this Agreement and pursue legal remedies if You breach this Agreement in any way, including failing to pay for goods and services and/or the Committed Gallons covered by this Agreement, and/or by notifying DRC that you do not intend to fulfill the purchase requirements in paragraph 2, DRC may elect to cease deliveries and pursue damages and/or Liquidated Damages as set forth below.

8. Damages, and Liquidated Damages: See addendum

9. NOTICE OF PRICE RISK TO CONSUMER: The fixed price in this Agreement is based upon market conditions prevailing at the time of signing. You understand and agree that the price is fixed for the season regardless of whether market price goes up or down. You are agreeing to all of the Committed Gallons regardless of weather conditions reducing Your fuel requirements.

10. Downside Protection Option: If a Downside Protection fee is indicated in the Program Terms, You will pay the lower of DRC's standard daily retail price or the Fixed Rate Per Gallon for the Covered Gallons. If there is no downside protection fee indicated above, You have declined to purchase downside protection and will be charged the Fixed Rate Per Gallon for the Covered Gallons. Please initial indicating Your acceptance of the downside protection program: _____ (shall initial)

11. Fixed Price Contract Compliance: DRC's performance is secured by fixed price contracts and inventory in compliance with ME - 10 M.R.S.A. 1110(2), NH - R.S.A. §339:79, and VT - 9 V.S.A. §2461(e).

12. Gallons in Excess of Contract: For gallons in excess of contract, please see schedule below:

Portland Maine OPIS rack average pricing on the day the product was lifted for delivery to the ferry terminal plus: **\$.1400**

13. THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT IS NOT BINDING UNLESS A SIGNED COPY IS RECEIVED BY DRC BY THE DEADLINE SPECIFIED ABOVE.

DEAD RIVER COMPANY

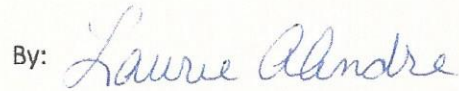
STATE OF MAINE

By:



Name: David Luce

By:



Name: Laurie Andre

Title: Commercial Account Manager

Title: *Director, Procurement Services*

Date: October 25th, 2018

Date:

10/26/18

SPECIFIC LOCATION	ZIP CODE (5 digit)	# OF TKS	TANK SIZE (GLS)	EST ANNUAL USAGE
Capt Henry Lee	04653	Ferry	Sch Del	86,128
Margaret Chase Smith	04849	Ferry	Sch Del	91,508
Capt Charles Philbrook	04841	Ferry	Sch Del	102,684
Capt. Neal Burgess	04841	Ferry	Sch Del	88,768
Captain E. Frank Thompson	04841	Ferry	Sch Del	170,000
Governor Curtis	04841	Ferry	Sch Del	50,000

**Dead River Company "Program Terms" and "Terms and Conditions" Document
(hereinafter "Agreement")
between Dead River Company and the State of Maine**

- 1) If by March 1, 2019, the State of Maine appears to not be in a position to utilize the heating oil gallons covered in the above named Agreement, the Parties agree to discuss alternative resolutions to any Damages set forth in the above named Agreement, or as set forth below.
- 2) In the event that a volume shortfall results in actual financial damages to Dead River Company, the State of Maine agrees to compensate Dead River Company for the amount of said financial damage to be calculated in a reasonable manner and not as a penalty. Prior to the calculation of actual financial damages, Dead River Company must demonstrate to the State of Maine that it has made all commercially reasonable efforts to resell the State of Maine's volume shortfall gallons.
- 3) Per Paragraph 2 above, in the event that Dead River Company is able to resell the State of Maine's volume shortfall gallons at a price higher than its initial purchase price, and therefore not experience any actual financial damages, then Dead River Company shall provide the State of Maine with an account credit in an amount matching the monetary benefit received from the sale of Maine's unused gallon commitment.
- 4) It is hereby recognized by both parties that the above named Agreement and this amendment are a result of State of Maine request for quotes.

DEAD RIVER COMPANY

By:



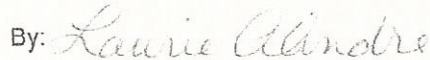
Name: David Luce

Title: Commercial Account Manager

Date:

STATE OF MAINE

By:



Name: Laurie Andre

Title: Procurement-Manager

Director, Procurement Services

Date:

10/26/18

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