



BID REQUEST NO.: 17 8002 KS C
TITLE: Gasoline and Diesel Fuel
ISSUE DATE: 8-08-16

STRATEGIC SOURCING SPECIALIST: Kevin Summers
PHONE NO.: (573) 884-8797
E-MAIL: SummersK@umsystem.edu

RETURN BID NO LATER THAN: 8-22-16 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **Bid Request No.** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in UM Supply Chain Office by the return date and time.
Faxed or e-mailed bid responses will not be considered.

RETURN BID TO: UM System Supply Chain
 2910 Lemone Industrial Blvd
 Columbia, MO 65201

You are invited to submit bids on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions on the reverse side hereof for furnishing items or services of the description listed below. All deliveries shall be made **FOB DESTINATION** with freight charges fully included and prepaid. The seller pays and bears the freight charges.

In compliance with this bid request and subject to all of the terms and conditions thereon, bidder offers and agrees to furnish or deliver the items or perform the services upon which prices are quoted herein, such items or services to be provided within the number of days indicated after receipt by bidder of University Purchase Order. Only cash discounts having a period of thirty (30) days or more will be taken into account in determining the lowest bid. Discount time is compiled from day of delivery and acceptance of items or services or receipt of correct invoice, whichever is later.

The bidder further agrees that the language of this bid document shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME MFA Oil Company
MAILING ADDRESS 4 Ray Young Dr.
CITY, STATE, ZIP CODE Columbia, Mo 65201

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. MFA Oil Company
IRS FORM 1099 MAILING ADDRESS 1 Ray Young Dr
CITY, STATE, ZIP CODE Columbia, Mo 65201

CONTACT PERSON Cole Burton
PHONE NUMBER 573-489-9140

EMAIL ADDRESS cburton@mfaoil.com
FAX NUMBER

TAXPAYER ID NUMBER (TIN) 43-0415115	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)
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VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)		(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Individual	<input type="checkbox"/> State/Local Government
<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other

AUTHORIZED SIGNATURE <i>[Signature]</i>

DATE 8/21/16

PRINTED NAME Cole Burton

TITLE SR. Manager, Business Development

BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

1. No oral explanation in regard to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, he may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.

2. The University reserves the right to reject any and all bids and to waive any informality in bids.

3. Whenever the name of a manufacturer or vendor is mentioned on the face hereon and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and vendor agrees to replace such items with satisfactory items at the original bid price.

4. All items bid shall be new unless otherwise specified by the University.

5. Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.

6. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the vendor proposes to furnish an item of a different manufacturer or vendor other than the one specified on the face hereof, the manufacturer or vendor of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.

7. Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.

8. Prices quoted are to be firm and final and prices shall be stated in units of quantity specified with packing and drayage charges included.

9. Shipments shall be marked as directed on the Purchase Order.

10. C.O.D. shipments will not be accepted. All shipping charges must be PREPAID. No packing or drayage charges will be allowed.

11. The University will not be responsible for articles or services furnished without a Purchase Order.

12. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the vendor.

13. All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered in duplicate and contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.

14. Vendor agrees to defend, protect and save the University harmless from all claims and actions arising out of patent infringement.

15. University reserves the right to cancel all or any part of orders if shipment is not made as promised. Vendor shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.

16. The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.

17. Samples, when required, are to be furnished prior to the date specified for receipt of bids.

18. In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.

19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.

20. In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.

21. In the event that time and materials are a portion of this bid, the University reserves the right to audit vendor's records concerning this bid.

22. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder the bidder must notify the Campus Purchasing Manager, immediately by certified mail, return receipt requested.

23. The University serves from time to time as contractor for the United States Government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

24. The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University, and which by contract shall be binding upon independent contractors and subcontractors with the University, whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity in the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations, or individuals. By virtue of the foregoing policy, preferences will be given to materials, products, supplies, or provisions, and all other articles produced, manufactured, mined or grown within the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each bidder submitting a proposal agrees to comply with and be bound by the foregoing policy.

University of Missouri Bid Request # 17 8002 KS C

The University of Missouri requests bids for unleaded gasoline, E-85 unleaded gasoline, unleaded (10% ethanol) gasoline, and number 2 Ultra low sulfur diesel fuel on an as needed basis.

The successful bidder will be issued a term contract for fuel for the period October 1, 2016 through September 30, 2017 with option to renew for an additional 4 (four) one year periods under the same terms and conditions.

The University of Missouri purchases fuel in both full tanker and less than full tanker volumes. Full tanker purchases are about 8400 gallon per order.

The successful bidders for full tanker purchases will provide a full tanker split load that means a full tanker of 4200 gallons of one type of fuel and 4200 gallon of another type of fuel at the full tanker price.

The following is an estimate of annual usage. This is an estimate only. The university of Missouri does not guarantee usage and reserves the right to increase or decrease quantities.

Unleaded 10% ethanol blend (or traditional unleaded) 250,000 gallons.

Unleaded E-85, 109,000 gallons

Diesel, 30,000 gallons.

Award will be made on an "all or none" or item by item basis whichever is in the best interest of the University of Missouri.

In case of emergencies the University of Missouri reserves the right to purchase from another supplier if the successful bidder cannot respond in a timely manner.

Delivery

Deliveries will be made to the University of Missouri fueling station and other properties with a 50 mile radius of Columbia Missouri within two (2) working days of notification by University of Missouri personnel. Other University properties in the State may be added from time to time.

Prices

Bidders shall provide prices based on the Oil Price Information Service (OPIS) daily publication. The base price shall be on the OPIS average for Columbia Missouri terminal.

University of Missouri Bid Request # 17 8002 KS C

Materials and services furnished to the University of Missouri are not subject to either Federal Excise Taxes or the Missouri Sales Tax with the exception of the Road Tax.

Evaluation of prices for the award of the bid will involve the unit price, all applicable taxes and the bidders margin and will be delineated separately per gallon. It is the responsibility of the bidder to itemize all taxes. The margin is to include all cost for delivery of the fuel and profit desired. This margin is to remain firm for the contract period.

Invoices

Term contract blanket purchase orders will be issued to the successful bidder by individual University of Missouri departments.

Orders will be placed on an "as needed basis" by authorized University of Missouri personnel. Itemized invoice will be submitted to the University of Missouri Accounting Services as directed on each purchase order.

The University of Missouri may prefer to use a commercial Master Card for purchase of fuel from this contract. Would vendor accept card usage? Yes _____ No _____

If yes would this change the price offered to the University? Yes ___ No _____

If yes, how much? Vendor may use the bid form to add this optional cost.

Invoices shall include the following information:

Specific description of the type of fuel.

Number of gallons

OPIS daily average for the day order was placed.

% margin (vendor markup) for fuel type ordered.

Applicable taxes, itemized.

Final cost per gallon.

Extended total price.

Other

The successful bidder shall provide the University of Missouri's IT (telecommunications Division) priority for refueling its four generators (and any subsequently purchased generators) in a general emergency. These generators require No. 2 diesel.

University of Missouri Bid Request # 17 8002 KS C

The successful bidders shall be responsible for all equipment and activities necessary to transport the fuel and fill the fuel tanks supplied by the University of Missouri. This shall include all fittings and hoses necessary to completely transport the fuel from the transport vehicle to the fuel pump connections.

The supplier shall be responsible for the cleanup of any spills that occur during the delivery of fuel. The supplier shall also be responsible for the cost the University of Missouri incurs as a result of any spills that occurs during delivery.

Insurance requirements are attached.

Prices

The following prices shall be based on the per gallon OPIS daily average price for the Columbia MO terminal for August 8, 2016.

The margin shall remain firm throughout the contract term with no adjustments, caveats, surcharges or fees.

1. Unleaded, 10% ethanol. Full tank truck load.

OPIS price	\$1.4394	per gallon
Taxes	\$0.17	per gallon
Margin Total	\$0.03959	per gallon
Total	\$1.649	per gallon

2. Unleaded, traditional. Full tank truck load.

OPIS price	\$1.6918	per gallon
Taxes	\$0.17	per gallon
Margin Total	\$0.03959	per gallon
Total	\$1.9014	per gallon

3. Unleaded, E-85. Full tank truck load.

OPIS price	\$1.5172	per gallon
Taxes	\$0.17	per gallon
Margin Total	\$0.03959	per gallon
Total	\$1.7268	per gallon

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4. Diesel, ultra low sulphur. Full tank truck load.

OPIS price \$ 1.4455 per gallon
Taxes \$.17 per gallon
Margin Total \$.10 per gallon
Total \$ 1.7155 per gallon

5. Unleaded, 10% ethanol. Less than full tank truck load.

OPIS price \$ 1.4394 per gallon
Taxes \$.17 per gallon
Margin Total \$.10 per gallon
Total \$ 1.7094 per gallon

6. Unleaded, traditional. Less than full tank truck load.

OPIS price \$ 1.6918 per gallon
Taxes \$.17 per gallon
Margin Total \$.10 per gallon
Total \$ 1.9618 per gallon

7. Unleaded, E-85 . Less than Full tank truck load.

OPIS price \$ 1.5172 per gallon
Taxes \$.17 per gallon
Margin Total \$.12 per gallon
Total \$ 1.8072 per gallon

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8. Diesel, ultra low sulphur. Less than full tank truck load.

OPIS price \$ 1.4455 per gallon

Taxes \$.17 per gallon

Margin Total \$.12 per gallon

Total \$ 1.7355 per gallon

Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Note: Anyone who serves alcoholic beverages on a University of Missouri Campus must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri should be named as an Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

Business Auto Liability Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.