

# Eastern Maine Community College

## REQUESTS FOR QUOTES for Heat Pumps Penobscot Hall

Eastern Maine Community College is requesting competitive quotes for 4 Heat Pumps. **Heat Pump installation to be procured must meet the specifications below:**

**Job Location** – Eastern Maine Community College

**Scope of work** – Install **FOUR** (4) Samsung FJM Multi-Port outdoor units, each ODU has two (2) associated heads. Install **ONE** (1) Samsung RAC single unit. All outdoor units will be mounted with wall brackets.

Please quote – The scope of work and all materials associated with installing the units mentioned above. Electrical (line side) will be *done by others*. Please reach out to [ntapley@maineccc.edu](mailto:ntapley@maineccc.edu) with any questions or to arrange a site visit.

Work to be completed before August 1, 2026

### BID INFORMATION

- A. The RFQ due date is June 9, 2026.
- B. Proposals are to be submitted to the attention of Cynthia Kasprzak via email with a subject line of “Penobscot Hall Heat Pumps” to [ckasprzak@maineccc.edu](mailto:ckasprzak@maineccc.edu). Proposals shall remain firm for thirty (30) days from the submittal date.
- C. The proposals will be evaluated and selected based on their proven ability to provide the requested service, the fees charged, and other criteria deemed appropriate by EMCC. **EMCC reserves the right to reject any proposals, waive any formality in any proposal, and generally take such actions as shall be in its best interest.**

### ADDITIONAL REQUIREMENTS

- A. This RFQ shall be referenced in, and considered part of, any final contract.
- A. The following MCCS Standard Terms and Conditions apply to all contracts with EMCC.
- B. Any MCCS entity shall have the option to purchase goods and services from a selected Vendor under the same terms and conditions outlined in this Agreement.

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## NOTICE TO VENDORS AND BIDDERS:

### STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following standard contracting terms and conditions are incorporated. They shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions are derived from the MCCS's public nature and limited resources. **MCCS DOES NOT AGREE TO:**

1. Provide any defense, hold harmless, or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID, OR OTHER OFFER TO DO BUSINESS WITH MCCS, **YOUR ENTITY UNDERSTANDS AND AGREES THAT:**

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and conditions shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms.
2. The above standard terms and conditions will govern the interpretation of such agreement, notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies, or any other conditions referenced outside of the contract will not apply; and

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4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to “trade secret” exemption from disclosure under Maine’s Freedom of Access Act; that failure to identify so will authorize MCCA to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCA in any legal actions that seek to compel MCCA to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCA and your entity.