

**REQUEST FOR QUOTATION #26-27
EASTERN MAINE COMMUNITY COLLEGE
354 HOGAN ROAD
BANGOR, ME 04401**

I. GENERAL INFORMATION:

Eastern Maine Community College is requesting bids from firms to provide Propane for the **11/01/26 TO 6/30/27** heating season as specified in II.A.1 for Katahdin Area Higher Education Center in East Millinocket. Bids are due no later than **4:00 pm on October 26, 2026** submitted by email to Cindy Kasprzak at ckasprzak@maineccc.edu

For ease of reference, each firm responding to this request for quotation is referred to as a "Bidder" and the firm selected to provide services for EMCC is referred to as the "Contractor". This request for quotation states the instructions for submitting quotations, and the contractual terms by which EMCC intends to govern the relationship between it and the contractor.

II. CONTRACT TERMS:

A. General Terms and Conditions:

- 1. Contract Period:** The term of this contract shall be for the heating season, of November 1, 2026 through June 30, 2027.
- 2. Assignment:** Neither party of the Contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any money due or to become due him/her without the previous written consent of Eastern Maine Community College.
- 3. Cancellation of Contract:** EMCC reserves the right to cancel the contract with a thirty (30) day written notice or to cancel contracts immediately if the contractor does not confirm to the terms and conditions of the bid.
- 4. Method of Award:** EMCC reserves the right to reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of EMCC. In the case of tie bids, that bid which is received first will be awarded the bid.
- 5. EMCC Policies:** All employees, agents, or subcontractors of vendor who enter the EMCC campus for any reason relating to this contract shall at all times abide by and adhere to all EMCC policies relating to sexual harassment and discrimination of all types. This information is available upon request.
- 6. Insurance:** The Contractor will be required to provide EMCC in advance of the first oil delivery, a certificate of insurance evidencing coverage of broad comprehensive liability insurance in the minimum amount of One Million Dollars (\$1,000,000). The certificate of insurance must include coverage for property damage and personal injury.
- 7. Performance Bond:** If payment is required in advance of contract performance a specific performance bond will be required to be obtained by the Bidder at the bidder's expense. The performance bond is to cover fixed price prepaid fuel.

This performance bond will be required for any prepayment in the amount of \$7500.00, or higher.

8. Determination of Most Favorable Bid: The following factors will be considered in determining the most favorable bid for the participants:

- a. Bidders prices.
- b. Ability to meet the requirements of the bid specifications.
- c. Past performance of the bidder.

9. Extension Clause: EMCC may, with the consent of the Contractor, extend the contract period beyond the indicated expiration date.

B. Fuel Delivery and Price Terms and Conditions:

1. Requirements: The estimated requirements are indicated in the bid. The quantities shown are approximate only. The Contract shall cover the actual needs of EMCC throughout the term of the contract regardless of whether they are more or less than the estimated quantities shown.

2. Deliveries:

- a. The contractor agrees deliveries shall be made in metered tank trucks to the storage tanks as listed in the bid specifications, and to the locations as may be designated by EMCC, in quantities as required during the contract period. **Each delivery shall be accompanied by a pre-numbered and dated metered ticket showing the number of gallons delivered.** All deliveries will be automatic unless otherwise requested.
- b. **Delivery slips must be left at Katahdin Higher Education Centers and shall be signed by the designated EMCC employee responsible for verifying delivery of propane.**
- c. The contractor is responsible for restarting furnaces and/or correcting any problems arising from a tank running out of fuel. In the event an EMCC employee performs the required work, reimbursement will be at the Contractor's current per hour charge and part(s) cost.
 - i. The Contractor will ensure that all fuel shall be of the highest grade. Contractor will be responsible for all expenses incurred in the repair of all equipment due to the delivery and use of unsatisfactory fuel. Additionally, the Contractor will be responsible for draining and disposal of the unsatisfactory fuel.
 - ii. Pressure delivery of certain tanks may not be adequate for overfill protection; therefore, requiring gravity feed deliveries. An EMCC Facilities Management staff member will conduct a walk around to review tank size, location, and fill controls with the contractor selected for this bid.

3. Price Information:

- a. Fuel purchased under this purchase order and prepayment contract are for propane deliveries only. This contract may not be used for any other purpose such as repair or parts.

REQUEST FOR QUOTATION #26-27

please email bids to: ckasprzak@maine.edu

**EASTERN MAINE COMMUNITY COLLEGE
BUSINESS OFFICE
354 HOGAN ROAD
BANGOR, ME 04401**

SCHEDULE I:

Fixed Price Per Gallon

Fixed Price Option paid upon delivery

**East Millinocket Center
(12,500 gallons)**

\$ _____

**_____/ (12,500 gallons) (3- 1000 gallon underground tanks) will be for delivery
to Katahdin Region Higher Education Center, 1 Dirigo Drive, Suite 1, East
Millinocket, ME 04430**

Company Name

Date

Phone Number

E-Mail Address

Signature

Printed Name

**NOTICE TO VENDORS AND BIDDERS:
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS**

The following standard contracting terms and conditions are incorporated and 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 derive from the public nature and limited resources of the MCCS. **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 period 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. 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 so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity;
2. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
3. 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; and
4. 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.

Signature: _____

Date: _____