



# **York County Municipal Government, Maine**

OFFICE OF THE COUNTY COMMISSIONERS  
Issuance and Notification for Bidders

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***Request for Proposal (RFP) # YC-2026-4681392***

***Courthouse Restoration***

***Issuance and Notification Date: September 14, 2026***

***All proposals/Bids must be received in-hand by:  
October 19, 2026 at 3:30 p.m. EST***

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You are cordially invited to submit a proposal for the **Courthouse Restoration** in accordance with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Please Click this link or go to <https://www.yorkcountymaine.gov/rfp> and select the action menu item named RFP/Bids on our website for the complete documentation associated with this RFP.

One (1) copy of the RFP response may be emailed to [ycg.procurement@yorkcountymaine.gov](mailto:ycg.procurement@yorkcountymaine.gov)  
Please use the following text in the SUBJECT field: YORK COUNTY PROCUREMENT# YC-2026-4681392  
OR submitted in a sealed envelope, plainly marked:

**RFP # YC-2026-4681392**

**Courthouse Restoration  
Finance Office/Procurement  
149 Jordan Spring Road  
Alfred, Maine 04002**

## **IMPORTANT:**

We respectfully request conformance to our procedure for asking questions related to this RFP. See the addendum named: [Submittal of qualified Questions and Respective Answers](#).

Vendors may request addition to the York County bidders vendor database by sending an email to [ycg.procurement@yorkcountymaine.gov](mailto:ycg.procurement@yorkcountymaine.gov) please use the following text in the SUBJECT field: **VENDOR BID NOTIFICATION DATABASE – RFP – Courthouse Restoration**. In the body, please give us Company Mailing Information, Industry/Sector and commodity provider or service provider or both.



# **York County Municipal Government, Maine**

## **OFFICE OF THE COUNTY COMMISSIONERS General Information for Bidders/Contractors (Part A)**

The following terms, conditions and instructions apply to all York County solicitations whether they are bids, proposals, request for qualifications or other types of solicitations. The term "bidder" is used collectively for bidder, proposer, vendor, contractor, consultant and all other terms implying or meaning one who is responding to an opportunity with the County. The submission of a response means that the vendor understands and agrees with the County's "General Information for Vendors." Any variance is to be clearly noted on the submittal document. The County will be the sole judge as to whether the variance is "material" or "immaterial" to the bid.

### **1. Acceptance**

The County will select the offer deemed most advantageous, appropriate and beneficial to the County.

### **2. Addenda**

In the event that an addendum to a solicitation is issued, all solicitation terms and conditions shall remain in effect unless they are specifically changed by the addendum. Offers shall include acknowledgment of all addenda or be subject to rejection. The County shall post the addendum to its web page.

### **3. Assignment/Subcontracting**

The bidder shall not assign or subcontract any agreement, sublet or subcontract any portion of the work without the written consent of the County. The bidder shall bind all subcontractors approved by the County to all the terms and conditions of the contract.

### **4. Award/Results**

As soon as practicable after evaluation, the County shall post the award decision and a tabulation of all offers received, to its web page. Individual notes are not mailed or emailed.

### **5. Compliance with laws**

The bidder is assumed to be familiar with and agrees to observe and comply with all Federal, State and local laws, statutes, ordinances and regulations. The bidder shall fully indemnify, save harmless and protect the County, their successors, assigns, agents, customers, affiliates, agents and employees against any loss, claim liability damage, and expense arising from the bidder's actual or alleged noncompliance with such laws and regulations.

### **6. Deliveries**

All deliveries shall be to the designated County property stated in the solicitation and must be Freight on Board (FOB) Alfred, Maine with all delivery, handling, surcharges and other changes included in the offered price. Failure to do so may cause rejection of bid. The County will not pay additional surcharges.



# **York County Municipal Government, Maine**

## **OFFICE OF THE COUNTY COMMISSIONERS General Information for Bidders/Contractors (Part A)**

### **7. Equal Employment Opportunity**

Bidders agree not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. Bidders shall comply with applicable laws, Executive Orders, and regulations concerning nondiscrimination in employment, including the Equal Opportunity Clause of Section 202. Executive Order 11246, as amended, which is hereby incorporated by reference.

### **8. Freedom of Access Act (FOAA)**

Under Maine's Freedom of Access Act (FOAA), all records in possession of the County are public, unless designated by law as confidential, privileged, or otherwise exempt. Accordingly, any documents you submit may be available to the public. If you believe that documents you submit contain information that is exempt from disclosure under the FOAA, you must mark those sections you believe exempt as "confidential." You may also request that the County inform you of any FOAA requests for your submitted documents. The County's Legal representation shall make the final determination over what is and is not public.

### **9. Incurring Costs**

All costs incurred in the preparation and submission of an offer will be borne by the bidder.

### **10. Informalities**

The County reserves the right to waive informalities, irregularities or minor defects in an offer response or variations from the exact requirements of the solicitation provided that the defects or variations do not affect the price, quality, quantity or delivery of the service.

### **11. Inspections/Examination of Documents**

The bidder is responsible for thoroughly inspecting the site of the proposed work, carefully examine the solicitation and for becoming completely familiar with any circumstances under which the work will be performed or equipment, material etc. be provided. Each bidder shall make his/her offer from his/her own examinations and estimates and shall not hold the County, its agents or employees responsible for any information received from them.

### **12. Late Bids**

It is the responsibility of the bidder to see that their offers have sufficient time to be received by the Procurement Officer before the submittal deadline. All submittal deadlines are to be the standard time for Alfred, ME. Any offer, portion of an offer, or unrequested revision received at the County of York, 145 Jordan Springs Road, Alfred Me 04002 after the time and date specified will not be considered.

### **13. Permits**

In connection with any work to be performed, the bidders shall procure all necessary permits and licenses applicable to the performance of work contained in the solicitation.



# **York County Municipal Government, Maine**

OFFICE OF THE COUNTY COMMISSIONERS

## **General Information for Bidders/Contractors (Part A)**

### **14. Materials**

All material submitted becomes the property of the County of York, Maine and shall become public information.

### **15. Questions.**

All questions must be directed in writing to [ycg.procurement@yorkcountymaine.gov](mailto:ycg.procurement@yorkcountymaine.gov). The County will issue a response in the form of an addendum, which will be available on the County's website. In addition, the County will notify all Bidders on file as being in receipt of the solicitation.

### **16. Rejection.**

The County of York, Maine reserves the right to reject any and all offers or to accept a higher cost offer if it is deemed to be in the best interest of the County. The County also reserves the right to negotiate with the lowest qualified responsive Bidder. Rejection of any proposal shall be construed as meaning simply that the County does not deem the offer to be acceptable or that another offer is deemed to be more advantageous to the County for the particular services offered.

### **17. Taxes**

The County of York, Maine is exempt from paying sales or use tax by State of Maine Statute and has been issued a Permanent Exemption Certification by the State of Maine. Permanent Exemption Certificate Number: E81874 Federal Identification Number: 01-6000017.

### **18. Termination**

a. Termination for Convenience: The County may terminate any contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving thirty (30) days written notice to the bidder.

b. Termination for Default: When the bidder has not performed or has unsatisfactorily performed the work, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the bidder to fulfill contractual obligations shall be considered just cause for termination.

### **19. Withdrawal**

No bidder may withdraw his/her offer for a period of ninety (90) days from the date of opening. All offers will be subject to acceptance by the County during that time.



# York County Municipal Government, Maine

## OFFICE OF THE COUNTY COMMISSIONERS Scope of Work for Request for Proposal (Part B)

### Section 1 – Introduction and Background

York County Government is seeking proposals from qualified vendors to provide labor, materials, equipment, supervision, and all other services necessary to renovate and restore exterior wood elements at the property located at 45 Kennebunk Road, Alfred, Maine.

The project is intended to restore deteriorated exterior wood elements (e.g., siding, trim, cupola), address rot and damaged materials, improve durability, and provide a professional finished appearance consistent with the existing building.

**There are drone videos and photos of all areas of the building that need repair. The videos and photos can be provided upon email request. Please email [yeg.procurement@yorkcountymaine.gov](mailto:yeg.procurement@yorkcountymaine.gov) and [rsderochemont@yorkcountymaine.gov](mailto:rsderochemont@yorkcountymaine.gov) to request photos and videos and they will be shared with you.**

### Section 2 – Dates and Times

|                                           |                                                            |
|-------------------------------------------|------------------------------------------------------------|
| September 14, 2026                        | RFP is released                                            |
| <i>As Needed Basis</i>                    | Pre-Bid meeting and Walk-Throughs of facility if requested |
| October 5, 2026 by 3:00 pm EST            | Final date for Questions to be submitted by Vendors        |
| No Later than October 7, 2026 5:00 pm EST | Answers to questions released in form of addenda           |
| October 19, 2026 by 3:30 pm EST           | Proposals Due from Vendors                                 |
| October 20, 2026- October 30, 2026        | Proposals Reviewed                                         |
| <i>As Needed Basis</i>                    | Oral Interviews/Demonstrations Conducted                   |
| On, or about, November 6, 2026            | Anticipated Award Date                                     |



# **York County Municipal Government, Maine**

OFFICE OF THE COUNTY COMMISSIONERS

## **Scope of Work for Request for Proposal (Part B)**

### **Section 3 – Scope of Work**

#### **1. Areas of Work**

The work shall include, but is not necessarily limited to, the following areas:

##### **Cupola**

- Main cupola structure
- Exterior siding
- Trim and associated wood components
- Replacement materials shall be compatible with the existing construction and appearance.

##### **Front Porch**

- Columns
- Beams
- Trim
- Other deteriorated exterior wood components

##### **Soffits, Fascia, and Exterior Trim**

- Associated deteriorated or damaged wood components

##### **Gable End**

- Exterior wood siding and trim
- Deteriorated or damaged wood components

##### **Exterior Doors and Windows**

- Exterior door frames
- Window trim
- Associated deteriorated or damaged wood components

#### **2. Work Description**

The Contractor shall provide all labor and materials necessary to perform the following:

##### **Removal and Demolition**

- Remove damaged, rotted, deteriorated, loose, or otherwise unsound exterior wood.
- Remove loose or failing trim.



# **York County Municipal Government, Maine**

## **OFFICE OF THE COUNTY COMMISSIONERS Scope of Work for Request for Proposal (Part B)**

### **Section 3 – Scope of Work (continued)**

- Remove loose, chipped, peeling, or deteriorated paint and coatings as required to prepare surfaces for the specified finish.
- Remove debris generated by the work on a regular basis.
- Protect adjacent surfaces and building components from damage during demolition.

#### **Wood Repairs and Replacement**

- Repair deteriorated wood members where feasible.
- Replace wood that cannot be satisfactorily repaired.
- Replacement boards, trim, and other wood components shall be similar in material, grade, dimensions, profile, and appearance to the existing construction unless otherwise approved by The County.
- Structural wood repairs may include joists, beams, posts, or other structural members where specifically identified in the project documents or authorized by The County.

#### **Concealed Conditions**

If the Contractor discovers concealed deterioration, rot, structural damage, or other conditions that could not reasonably have been identified prior to demolition, the Contractor shall:

- Stop work in the affected area when continued work could increase the cost or extent of the repair.
- Document the condition with photographs and a written description.
- Notify The County promptly.
- Provide The County with a written description and proposed repair.
- Provide pricing for additional work before proceeding.

The Contractor shall not perform additional work or incur additional costs associated with concealed conditions without written authorization from The County.

### **3. Surface Preparation and Painting**

The Contractor shall properly prepare all surfaces prior to painting.

Surface preparation shall include, as applicable:



# **York County Municipal Government, Maine**

## **OFFICE OF THE COUNTY COMMISSIONERS Scope of Work for Request for Proposal (Part B)**

### **Section 3 – Scope of Work (continued)**

- Removal of loose and failing paint.
- Scraping and sanding.
- Cleaning of surfaces.
- Removal of dirt, dust, mildew, and other contaminants.
- Preparation of new and repaired wood.
- Caulking and sealing of appropriate joints and gaps.
- Spot priming or full priming as required by the specified coating system and manufacturer's instructions.

#### **Primer**

Exposed bare wood and new wood shall receive primer appropriate for the substrate.

The specified primer is:

**Sherwin-Williams PrimeRx Peel Bonding Primer**

#### **Finish Paint**

The specified finish coating is:

**Sherwin-Williams Emerald Urethane Trim Enamel**

Unless otherwise approved in writing by The County, the finish shall consist of:

- One (1) coat of primer; and
- Two (2) finish coats.

All coatings shall be applied in accordance with the manufacturer's written instructions, including required surface preparation, temperature, humidity, drying, and recoat requirements.

The Contractor shall not apply coatings during weather or environmental conditions that are unsuitable for the specified products.

**Paint color(s): Bright White**



# **York County Municipal Government, Maine**

## **OFFICE OF THE COUNTY COMMISSIONERS Scope of Work for Request for Proposal (Part B)**

### **Section 3 – Scope of Work (continued)**

#### **Caulking and Sealants**

The Contractor shall provide and install exterior-grade caulking at appropriate joints, seams, penetrations, and transitions necessary to provide a professional, weather-resistant installation.

Caulking shall be:

**Sherwin-Williams premium elastomeric acrylic caulking**

All caulking shall be compatible with the adjacent substrates and coating system and shall be installed in accordance with the manufacturer's instructions.

Caulking shall not be used as a substitute for replacement of severely deteriorated wood.

### **4. Materials & Specifications**

#### **Wood**

- Select-grade pine or an exterior-grade, paintable alternative shall be used.
- Replacement materials shall be suitable for exterior exposure.
- Replacement materials shall match the existing profile, dimensions, and appearance as closely as reasonably possible.

#### **Fasteners**

- Galvanized
- Stainless steel

#### **Flashing and Hardware**

- Flashing and hardware directly affected by the work shall be repaired or replaced with in-kind materials where necessary to complete the work properly.
- Replacement of existing flashing or hardware beyond the immediate work area shall be considered additional work unless specifically included in the Contractor's proposal.

#### **Contractor-Furnished Materials**

- The Contractor shall supply all materials, supplies, equipment, tools, and incidental items necessary to complete the project in accordance with the Contract Documents.



# **York County Municipal Government, Maine**

## **OFFICE OF THE COUNTY COMMISSIONERS Scope of Work for Request for Proposal (Part B)**

### **Section 3 – Scope of Work (continued)**

#### **5. Exclusions**

Unless specifically authorized through a written change order, the following work is excluded:

- Interior woodwork
- Brick or masonry work.
- Roofing work.
  
- Replacement of flashing outside the immediate work area.
- Electrical work.
- Plumbing work.
- Foundation repairs.
- Landscaping or hardscaping beyond repair of damage caused by the Contractor.
- Hazardous-material abatement, unless specifically identified in the Contract Documents.

#### **6. Demolition & Debris**

The Contractor shall be responsible for:

- Removal of demolition debris.
- Loading, transportation, and lawful disposal of construction debris.
- Removal of damaged wood and old finishes.
- Removal of Contractor-generated waste from the property.
- Proper disposal of materials in accordance with applicable laws and regulations.
- Daily cleanup of the work area.
- Final cleanup upon completion of the project.

#### **7. Responsibilities**

##### **Site Protection and Public Safety**

The Contractor shall protect the building, grounds, vehicles, landscaping, pedestrians, County employees, visitors, and the general public from hazards associated with the work.

The Contractor shall provide, as necessary:



# ***York County Municipal Government, Maine***

OFFICE OF THE COUNTY COMMISSIONERS

## **Scope of Work for Request for Proposal (Part B)**

### **Section 3 – Scope of Work (continued)**

- Barricades.
- Warning signs.
- Temporary fencing.
- Safety markings.
- Protective coverings.
- Scaffolding.
- Lifts.
- Staging.
- Fall protection.

Other safety equipment required for the work.

The Contractor shall comply with all applicable OSHA requirements and applicable federal, state, and local safety requirements, including applicable Maine Department of Labor requirements.

#### **Damage to Property**

The Contractor shall be responsible for damage caused by the Contractor, its employees, subcontractors, agents, equipment, or operations to:

- The building
- Grounds
- Landscaping
- Vehicles
- Utilities
- Driveways
- Walkways

The Contractor shall promptly repair or reimburse The County for such damage to the satisfaction of The County.



# ***York County Municipal Government, Maine***

## **OFFICE OF THE COUNTY COMMISSIONERS Scope of Work for Request for Proposal (Part B)**

### **Section 3 – Scope of Work (continued)**

#### **Equipment**

The Contractor shall furnish all equipment necessary to complete the work, including, but not limited to:

- Lifts
- Scaffolding
- Staging
- Ladders
- Safety equipment
- Fall-protection equipment
- Power tools
- Hand tools
- Transportation equipment
- Construction equipment.

All equipment shall be operated and maintained in accordance with applicable safety requirements and manufacturer's instructions.

#### **Permits and Responsibilities**

The County shall be responsible for obtaining permits specifically identified by The County as County-obtained permits.

The Contractor shall be responsible for obtaining and maintaining all contractor licenses, registrations, notifications, certifications, and permits required by law for the Contractor's means and methods of performing the work.

#### **County Responsibilities**

The County shall:

- Provide reasonable access to the building and project site.
- Coordinate building access with the Contractor.
- Provide the Contractor with available project information and documents.
- Have reasonable access to the project site throughout construction.



# **York County Municipal Government, Maine**

## **OFFICE OF THE COUNTY COMMISSIONERS Scope of Work for Request for Proposal (Part B)**

### **Section 3 – Scope of Work (continued)**

- Review and respond to requests for information and change orders within a reasonable time.
- The Contractor shall coordinate work that affects building access, occupants, or County operations with The County in advance.

### **8. Change Order Process**

Changes to the Contract shall be authorized only through a written change order approved by The County.

Change orders shall include:

- A description of the proposed change.
- The reason for the change.
- The proposed change to the Contract price.
- Any proposed change to the Contract schedule.
- Supporting documentation reasonably requested by The County.

The Contractor shall not proceed with additional work or incur additional costs without written authorization from The County, except in an emergency where immediate action is necessary to protect persons or property.

All costs associated with an approved change shall be agreed upon in writing before the additional work proceeds.

### **9. Project Schedule**

#### **Start Date**

Work shall begin as soon as weather and site conditions reasonably permit, but in no event later than:

**May 1, 2027**

The Contractor shall coordinate the actual start date with The County.

#### **Milestones**

The Contractor shall provide a project schedule identifying, at minimum:

- Mobilization and site protection.
- Demolition and surface preparation.



# ***York County Municipal Government, Maine***

## **OFFICE OF THE COUNTY COMMISSIONERS Scope of Work for Request for Proposal (Part B)**

### **Section 3 – Scope of Work (continued)**

- Wood repairs and replacement.
- Priming and painting.
- Final repairs and finishing.
- Cleanup.
- Final inspection.

#### **Completion Date**

The anticipated required completion date is:

**July 31, 2027**

The Contractor shall identify any anticipated scheduling conflicts or conditions that could affect completion in its proposal.

Weather-related delays shall be documented and promptly communicated to The County.

### **Section 4 – Proposal Requirements**

Vendors must provide a detailed proposal including:

- A firm **Base Bid** for completion of all work identified in the Scope of Work. Which shall include all labor, materials, equipment, disposal, and other costs necessary to complete the project.
- A brief description of its proposed approach to completing the project, including a proposed sequence of work, methods for removing and repairing or replacing deteriorated wood, surface preparation and painting, and debris removal.
- The proposer shall provide information demonstrating its experience with projects of similar size, type, and complexity
- Signed Appendix A



# **York County Municipal Government, Maine**

OFFICE OF THE COUNTY COMMISSIONERS

## **Scope of Work for Request for Proposal (Part B)**

### **Section 5 – Proposal Format**

The vendor must provide its proposal in accordance with the structure and content specified in the following sections:

#### Cover Page:

This must include the vendor's legal name and contact information, as well as the name of the RFP and the date the proposal is due.

#### Transmittal Letter:

This must be provided on the vendor's letterhead and must include the following:

- A list of all addenda to the RFP, including the vendor's statement that any responses required by those addenda have been made within the proposal.
- A statement that the proposal will be valid for 180 days from the due date.
- Acknowledgments and responses, as applicable, to sections 1 through 4.

#### Table of Contents:

This must include a paginated list of the information provided within the proposal.

#### Executive Summary:

This must include a minimum of the following information:

- Pricing breakdown

### **Section 6 - Evaluation of Proposals**

As previously stated, you acknowledge that your proposal will be valid for 6-months to allow us time to thoroughly review everything. Additional clarifying information may be requested from the vendors during the review period.

Evaluation Criteria – Proposals will be evaluated using the following criteria:

- All requirements in the Scope of Work must be met in full.
- Cost-effectiveness and value – Does the proposed provide the needed services at a reasonable cost to The County? This will include evaluation of overall price as well as individual line items including but not limited to materials, labors costs, and equipment rental if applicable.
- Compliance with safety and industry standards as well as compliance with Appendix A



# **York County Municipal Government, Maine**

OFFICE OF THE COUNTY COMMISSIONERS

## **Scope of Work for Request for Proposal (Part B)**

### **Section 6 - Evaluation of Proposals (continued)**

- Insurance – Proof of liability coverage is required. Applicants shall indicate their ability to provide proof of coverage for the following minimum insurance requirements:
  - o General Liability coverage of \$1 million per occurrence and \$2 million in the aggregate
  - o Motor vehicle liability coverage of \$1 million combined single limit
  - o Proof of workers' compensation coverage
  - o Professional errors and omissions coverage of \$1 million

### **Section 7- Submission Details**

Proposals must be submitted by October 19, 2026 at 3:30 pm EST in electronic or hard copy format to:

York County Government  
Procurement Office/Courthouse Restoration  
149 Jordan Springs Road  
Alfred, ME 04002  
Email: [ycg.procurement@yorkcountymaine.gov](mailto:ycg.procurement@yorkcountymaine.gov)  
Phone: 207-459-2500

Please send any questions or requests for clarifications via email to: Enter "RFP – Courthouse Restoration" in the subject line. Questions may be submitted until September 28, 2026 at 3:00 pm. All questions will be responded to on or before September 30, 2026 at 5:00 pm.

### **Section 8- Terms and Conditions**

The following applies to all proposals:

- Successful proposal must be from a proposer authorized to do business in the State of Maine.
- Services should be by one vendor; we may not accept third-party arrangements for support or services.
- Contact must be directed to [ycg.procurement@yorkcountymaine.gov](mailto:ycg.procurement@yorkcountymaine.gov) this includes any questions regarding this RFP and/or any of its requirements.
- The submitted proposal must follow the rules and format established within this RFP is applicable.
- Submission of a Proposal will represent your company's attestation that it meets, agrees, and adheres to the provisions of this RFP and any associated appendices.



# ***York County Municipal Government, Maine***

OFFICE OF THE COUNTY COMMISSIONERS

## **Scope of Work for Request for Proposal (Part B)**

### **Section 8- Terms and Conditions (continued)**

- This organization is tax exempt (Maine Tax Exempt #E81874) and, as such, the proposal price shall not include any federal or state tax.
- Each vendor will be responsible for all costs incurred in preparing and submitting their proposal.
- All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process.
- All proposals will be subject to public disclosure in accordance with state and federal law after the award of the contract. It is the responsibility of the vendor to notify us if any of the information is proprietary in nature and exempt from disclosure.
- Your proposal will be valid for 180 days to facilitate a thorough review.
- York County Government reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the agency.



# ***York County Municipal Government, Maine***

## **OFFICE OF THE COUNTY COMMISSIONERS Compliance for Request for Proposal (Part C)**

### **Section 9 – Certifications and Assurances**

Municipal, County, and/or private funding, or a combination thereof, may be used in connection with the purchasing of payment of services for Courthouse Restoration. Proposers must comply with the requirements set forth in this RFP, as well as Appendix A.

Submission of a Proposal will represent your company's attestation that it meets, agrees, and adheres to the provisions of this section as to the requirements set forth in Appendix A.

Independent Contractor Status: Vendors shall at all times during the term of the contract perform the services described as an independent contractor and, as such, in not an employee of the County for any purpose whatsoever, including for the purpose of coverage under the Maine Workers Compensation Statue or any other benefits as afforded to county employees.



# **York County Municipal Government, Maine**

## **OFFICE OF THE COUNTY COMMISSIONERS Compliance for Request for Proposal (Part C)**

Submission of a Proposal will represent your company's attestation that it meets, agrees, and adheres to the provisions set forth in this RFP including the following:

### **1. GENERAL REQUIREMENTS**

1.1. Contractor shall at all times comply with all applicable state and federal laws, regulations, executive orders, procedures, and directives, and program or grant conditions including, but not limited to the Maine Human Rights Act, the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the False Claims Act; Maine wage and employment laws, the Maine Whistleblower Protection Act; the Occupational Safety and Health Act, and all related regulations.

1.2. Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract. The rejection or approval by the County of any subcontractor or the termination of a subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County. In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

1.3. Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County.

1.4. Contractor agrees and confirms that it has the institutional, managerial and financial capacity to ensure proper planning, management and completion of the Contract. If, at any time, changes in key personnel assigned or their responsibilities under the activities of the contract, or Contractor believes its capacity is compromised or Contractor otherwise needs any sort of assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contractor to bring the Contract into compliance.

1.5. Conflict of Interest. By executing the Agreement, Contractor certifies that is does not know of any fact which constitutes a violation of any conflict of interest law or policy, and agrees to disclose to the County in writing any potential or actual conflict of interest affecting this Agreement or the funding thereof. Contractor shall provide all additional information necessary for County to fully assess and address such actual or potential conflict of interest as may be requested by the County from time to time.

1.6. Contractor (and its subcontractors, successors, transferees, and assignees) shall comply with all applicable federal, state, and local nondiscrimination laws, rules, and regulations in its employment practices, delivery of services, and performance under this Agreement, and



# **York County Municipal Government, Maine**

OFFICE OF THE COUNTY COMMISSIONERS

## **Compliance for Request for Proposal (Part C)**

shall not unlawfully discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, gender, gender identity, physical disability mental disability, medical condition, age, marital or familial status, family and medical leave, or on any other basis prohibited by law. Contractor shall comply with and administer all activity in conformance with all applicable state and federal laws.

1.7. Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract, including the submission of reports as may be requested by the County from time to time.

1.8. Mandatory Disclosures. Contractor must disclose, in a timely manner, in writing to County all violations of Federal criminal law involving fraud, bribery, or gratuity violations alleged to have been committed by Contractor or its officers and directors.

1.9. Compliance: Contractor shall take timely and appropriate corrective action on all deficiencies pertaining to the Agreement and use of County-provided funds, as detected through audits, on-site reviews, or as indicated by County. Contractor shall provide written confirmation upon request, highlighting the status of actions planned or taken to address any findings, concerns, or other compliance matters as to the Agreement.

1.10. Bonding: Contractor will maintain all bonding requirements, as may be applicable, throughout the term of the Agreement.

## **2. RECORDS**

Contractor shall keep and maintain full, complete, and accurate program, client, statistical, financial, and other supporting records pertaining to all services and payments, expenditures or distributions, and/or assistance under this Agreement, as required by applicable laws and regulations and consistent with sound, best, and generally-accepted accounting and grant management principles and practices.

## **3. DEBARMENT AND SUSPENSION**

Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in any state or federal contracting program. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in any state or federal contracting program.

## **4. WAGE AND HOUR, EMPLOYMENT, LABOR AND SAFETY STANDARDS**



# **York County Municipal Government, Maine**

OFFICE OF THE COUNTY COMMISSIONERS

## **Compliance for Request for Proposal (Part C)**

Contractor represents, warrants, and certifies that it will comply with all state and federal wage and hour, employment, labor, and safety laws and regulations.

### **5. INDEPENDENT CONTRACTOR STATUS AND INDEMNIFICATION**

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, workers' compensation insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The parties intend that an independent contractor relationship shall be created by this Contract. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract. To the maximum extent permitted by law, Contractor shall, at its cost and expense, protect, defend, indemnify and hold harmless the County, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorney's fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Contractor, its directors, officers, employees, or agents, relating in any way to the Contractor's performance or nonperformance under the Contract. These indemnification obligations shall survive the termination of the Contract.

### **6. APPLICABLE LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the State of Maine. The venue for any action hereunder shall be in York County, Maine. Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.



# York County Municipal Government, Maine

## OFFICE OF THE COUNTY COMMISSIONERS Compliance for Request for Proposal (Part C)

### Appendix A: Debarment and Judgment Affidavit

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, declared ineligible, or voluntarily excluded from bidding or working on contracts issued by any government agency.
- b. Have not within the five (5) year period preceding the submission of this proposal:
  - i. Been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or Local government transaction or contract;
  - ii. Been convicted of or had a civil judgment rendered against them for violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. 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), subparagraphs (i) and (ii) of this certification;
- d. Have not within the five (5) year period preceding the submission of this proposal had one or more Federal, State, or Local government transactions terminated for cause or default.
- e. 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.
- f. Is not a foreign adversary business entity (<https://www.maine.gov/oit/prohibited-technologies>).
- g. Is not on the list of prohibited companies (<https://www.maine.gov/oit/prohibited-technologies>) or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies> (Title 5 §2030-B).

|                       |        |
|-----------------------|--------|
| Name:                 | Title: |
|                       |        |
| Authorized Signature: | Date:  |



# **York County Municipal Government, Maine**

OFFICE OF THE COUNTY COMMISSIONERS

## **QUESTIONS RELATED TO THE REQUEST FOR BIDS or PROPOSALS**

Pre-emptively we will accept all questions regarding this solicitation, submitted via email, to the Solicitation Coordinator at [ycg.procurement@yorkcountymaine.gov](mailto:ycg.procurement@yorkcountymaine.gov). The York County Committee created to review and evaluate the responses will provide written answers for questions received if they are received within the question-and-answer period's deadline date of **September 28, 2026 by 3:00 pm**. Answers will be posted as an addendum, to the same location as the posting of the original solicitation. It is the sole responsibility of the bidder to view and download documents from the same location as the posting of the original solicitation. Verbal responses to questions will not be provided. Both Questions and their corresponding Answers will be compiled into a PDF document and posted as an addendum. Only written answers will be considered official and binding. Bidders will not be identified in the answers. If interpretations or other changes to this Solicitation are required because of inquiries made during the question-and-answer period, the Solicitation may be amended. All amendments are posted to the same location as the posting of the original solicitation. Please use the following text in the SUBJECT area of the email being sent to [ycg.procurement@yorkcountymaine.gov](mailto:ycg.procurement@yorkcountymaine.gov) the Solicitation Coordinator.

**YORK COUNTY PROCUREMENT# YC-2026-4681392**