
REQUEST FOR PROPOSAL (RFP)

County of York, Maine

Hydraulic Dredge ① for service on Rivers and Intracoastal Waterways

Hydraulic Dredge

RFP TITLE: Option #1 without Support Boat
Option #2 with Support Boat

RFP DEADLINE: July 1, 2022
3:00 p.m. (EST)

**PROPOSALS MUST
BE EMAILED TO:** County Manager Greg Zinser at
gtzins@yorkcountymaine.gov

See instructions below if submitting a hardcopy

**VENDOR
CONFERENCE:** None

DIRECT ALL INQUIRES TO:	County Manager Greg Zinser Via email: gtzins@yorkcountymaine.gov
------------------------------------	--

① Refer to SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES for full descriptive needs.

PROPOSAL SUBMISSION CHECKLIST

Update Vendor

Registration

Read Entire RFP

Document

RFP Response

(Separate from Cost Proposal)

Cost Proposal

(Separate from RFP Response)

**Email RFP Response to
gtzinser@yorkcountymaine.gov**

DATE ISSUED

June 1, 2022

TABLE OF CONTENTS

1.0 GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Clarification of the Specifications
- 1.3 Vendor Conference
- 1.4 Reasonable Accommodations
- 1.5 Addendums and/or Revisions
- 1.6 Calendar of Events
- 1.7 Contract Term and Funding
- 1.8 Submittal Instructions
- 1.9 Bid Opening and Summary Posting
- 1.10 Multiple Proposals
- 1.11 Proposal Organization and Format
- 1.12 Designation of Confidential and Proprietary Information
- 1.13 Cooperative Purchasing
- 1.14 Vendor Registration
- 1.15 Local Purchasing Encouragement
- 1.16 Equal Employment Opportunity
- 1.17 Davis -Bacon and Copeland Anti-kickback Act 26

2.0 PROPOSAL SELECTION AND AWARD PROCESS

- 2.1 Preliminary Evaluation
- 2.2 Proposal Scoring
- 2.3 Oral Presentations/Interview
- 2.4 Evaluation Criteria
- 2.5 Right to Reject Proposals and Negotiate Contract Terms
- 2.6 Award and Final Offers
- 2.7 Notification of Intent to Award
- 2.8 Payment Terms

TABLE OF CONTENTS

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

- 3.1 Definitions and Links
- 3.2 Background
- 3.3 Introduction
- 3.4 Team Management
- 3.5 Qualifications and References
- 3.6 Schedule
- 3.7 Warranty and/or Guarantee
- 3.8 Equipment Specifications
- 3.9 Design and Construction Features
- 3.10 Innovation and Value-Added Features
- 3.11 Certificates, Documents, and Software
- 3.12 Testing and Training
- 3.13 Buyer Responsibilities

4.0 PROPOSAL PREPARATION REQUIREMENTS

5.0 COST PROPOSAL

- 5.1 General Instructions on Submitting Cost Proposals
- 5.2 Format for Submitting Cost Proposals
- 5.3 Fixed Price Period

6.0 ATTACHMENTS

- Attachment A – Vendor and Technical Information
- Attachment B – Cost Proposals

7.0 STANDARD TERMS AND CONDITIONS

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal according to the specifications set forth within this document.

The County intends to use the results of this process to award a contract or issue of purchase order for the product(s) and or services(s) stated.

The York County Manager is the sole point of contact for questions and issues that may arise during the RFP process.

1.2 Clarification of the Specifications

All inquiries concerning this RFP must be emailed to the person indicated on the cover page of the RFP Document.

Any questions concerning this RFP must be submitted in writing by e-mail on or before the stated date on the Calendar of Events (Section 1.6).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Proposers are prohibited from communicating directly with any employee of York County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.3 Vendor Conference

There will not be a vendor conference.

1.4 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the York County Manager at (207) 459-2312 who also serves as the County's Procurement Officer: Gregory Zinser.

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division url: <https://www.yorkcountymaine.gov/bids-proposals>.

It shall be the responsibility of the proposers to regularly monitor the County web site for any such postings.

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the York County website . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
June 1, 2022	RFP Issued
June 16, 2022	Last day to submit written inquiries (4:00 p.m. EST)
June 23, 2022	Addendums or supplements to the RFP posted to website https://www.yorkcountymaine.gov/bids-proposals
July 1, 2022	Proposals due (3:00 p.m. EST)

1.7 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run until completion of the project.

1.8 Submittal Instructions

By email to: gtzinser@yorkcountymaine.gov

OR,

Proposers may submit proposals to the County of York, directed to the following person and address:

County of York, Maine
Attention: Greg Zinser
45 Kennebunk Road
Alfred, Me. 04002
RE: Dredge Proposal

Proposals may also be delivered by hand to our physical address at the following location:

County of York, Maine
York County Manager's Office
149 Jordan Springs Road
Alfred, Me. 04002

Proposers shall submit proposals no later than July 1, 2022 by 3:00 p.m. EST.

York County is not responsible for any delays in the delivery method chosen by the Proposer and all bids/proposals MUST be received by the stated deadline in this RFP or any subsequent changed date and time provided within any issued addendum.

- A signed cover letter including the company's name, address, Proposer's name, Proposer's title, Proposer's telephone number, and Proposer's email address.
- Summary of Proposer's qualifications and experiences that relate to the ability to perform the HYDRAULIC DREDGE RIVERS AND INTRACOASTAL WATERWAYS as outlined and requested in this RFP.
- All required attachments indicating authority which are acceptable to the public entity (to be submitted along with both the electronic and hardcopy (if applicable) proposal submissions).

Proposers should clearly notate the name of the Proposer, and the title of the RFP on the proposal documents

Proposers should clearly demonstrate the applicant's qualifications and experiences to provide the HYDRAULIC DREDGE RIVERS AND INTRACOASTAL WATERWAYS and attend all factors applicable in a professional relationship.

Proposers shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation.

These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

Copies of the solicitation and related information are available from the York County website at <https://www.yorkcountymaine.gov/bids-proposals>.

Receipt of Proposals

PROPOSALS MUST BE RECEIVED BY YORK COUNTY MAINE ON OR BEFORE THE SUBMISSION DEADLINE. York County will NOT accept proposals delivered after the deadline

1.9 Bid Opening and Summary Posting

York County strives to complete a summary and post online the same day as the opening. The only information provided at an opening of an RFP is the name of each vendor submitting a proposal. The bid opening is open to and can be attended by the public. The opening for this solicitation will take place on July 1, 2022 at 3:00 pm at the following location

York County Government Building,
149 Jordan Springs Rd,
Alfred, Me
County Commissioners Meeting Room

1.10 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be clearly labeled as Proposal #1, Proposal #2, etc.

1.11 Proposal Organization and Format

Proposals shall be organized to comply with the section numbers and names as shown in the document.

1.12 Designation of Confidential and Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Vendor Information Attachment under the "Designation of Confidential and Proprietary Information" section.

Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Maine State Statute(s).

Submitted pricing will always become public information when proposals are opened and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in the Maine Uniform Trade Secrets Act, 10 M.R.S §1541, et seq.

Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

To the extent permitted by law, it is the intention of York County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of York County. At that time, all proposals will be available for review in accordance with the Maine Open Records Law.

In the event the Designation of Confidentiality of this information is challenged, the individual or entity making the Designation is required to provide the County Manager information or other necessary assistance to defend the Designation of Confidentiality.

Failure to designate confidential and proprietary information within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment.

1.13 Cooperative Purchasing

At this time York County is not aware of other Municipalities interested in Cooperative Purchasing.

1.14 Vendor Registration Program:

Provide your Federal W-9 in the Vendor Information section of the proposal submission packet.

1.15 Local Purchasing Encouragement.

a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of York Maine. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

The County encourages, but does not require local participation..

1.16 Equal Employment Opportunity

During the performance of this Agreement, the Proposer agrees as follows:

1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 3) The Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Proposer's legal duty to furnish information.

4) The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. 25

6) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and

the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Proposer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Proposer becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Proposer may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Proposers and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Proposers and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1.17 Davis-Bacon and Copeland Anti-Kickback Act 26

To the extent that the Proposer must perform any services other than the delivery of the dredge, the Proposer shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with this statute, the Proposer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Proposer is required to pay wages not less than once a week.

The Proposer shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Proposer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act

To the extent that the Proposer must perform any services other than the delivery of the dredge, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), the Proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act and the Federal Water Pollution Control Act

The Proposer is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Proposers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award. 27

Procurement Recovered Materials

Proposer shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on certain telecommunications and video surveillance services or equipment

The Proposer acknowledges that compliance with § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment is required. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

Domestic preferences for procurements

The Proposer acknowledges that compliance with § 200.322 Domestic preferences for procurements applies to the Proposer's actions pertaining to this contract is required.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section: 28

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Program Fraud and False or Fraudulent Statements or Related Acts

The Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this contract.

Compliance with Federal Law, Regulations, and Executive Orders

The Proposer will comply will all applicable federal law, regulations, executive orders, FEMA and/or HUD policies, procedures, and directives.

2.0 PROPOSAL SELECTION AND AWARD PROCESS

2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4 are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

2.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria in Section 3. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

2.3 Oral Presentations/Interview

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Proposal Requirements	Section	Percent
Team Management	3.4	10%
Qualifications and References	3.5	10%
Schedule	3.6	5%
Warranty and/or Guarantee	3.7	10%
Design and Construction Features	3.9	20%
Innovation, Quality and Value Added Features	3.10	20%
Certificates, Documents, and Software	3.11	2.5%
Testing and Training	3.12	2.5%
Cost Proposal	Section	Percent
Cost	5	20%
Total		100%

2.5 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

2.6 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer as determined by York County. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

2.7 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

2.8 PAYMENT TERMS

1. 25% of the Full Contract Value to be Invoiced at time of Award and supply of Equipment Specifications
2. 50% of the Contract Value of each Line Item in the Cost Proposal upon Notification that the equipment is 90% complete and is available for inspection and it passes an inspection by or on behalf of the County.
3. 20% of the Contract Value of each Line Item in the Cost Proposal upon submission of a Factory Test report and Notification that the dredge is ready to ship, provided that it passes an Inspection by or on behalf of the County. Inspection by the County may also be done at this time.
4. 5% of the Full Contract Value to be Invoiced upon Completion of Training, but no later than 45 days after delivery of Dredge.

3.0 **PROJECT OVERVIEW AND SCOPE OF SERVICES**

3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

County: York County Maine

Operational Management Group: Operation and Maintenance of delivered product

Ownership Management Group: Business Management and Sustainability Dredging

York County website: <https://www.yorkcountymaine.gov/bids-proposals>.

Proposer/Vendor/Firm/Contractor: a company submitting a proposal in response to this RFP.

3.2 Background

York County (Southern) Maine is home to the most visited shoreline, harbors and beaches in all of Maine for New England and Canadian visitors. The impacts of rising sea level and man-made Army Corps structure(s) have brought significant change to our coastal waterways and shoreline. The Covid pandemic led to citizens flocking to the shoreline as a safe, outdoor destination, proving our shores and beaches to be our most valued natural resource. Dredging our harbors and replenishing our shorelines with needed sand not only helps our environment but supports our robust commercial fishing and recreational/tourism industries.

The equipment will be utilized regionally within York County Maine to dredge sand from its Towns harbors, channels, and pump onto adjacent shorelines. York County is seeking bids from qualified suppliers that can provide dredging equipment to meet the attached specifications, provide onsite support to oversee set-up, start-up and training of the equipment to the designed staff. Suppliers should have good understanding of the level of effort required to support a new self-managed dredging program and be knowledgeable in this type of dredging application.

York County desires to contract with a manufacturer to design and build a hydraulic dredge to accommodate dredging of the York County harbors and to pump dredge sand to needed beaches/shoreline where applicable.

3.3 Introduction

The proposed hydraulic dredge shall be designed for sediment removal up to a minimum 33' depth. Reversible basket style cutter head and 14"x14" dredge pumping system.

The design and construction shall comply with the following References, ABS "Rules for Building and Classing Steel Vessels for Service on Rivers and Intracoastal Waterways", NEC "National Electrical Codes", and ANSI "Steel Construction Manual".

3.4 Team Management

For the proposal, include information relating to the following items:

- A. Describe the team's concept of design management. The proposal shall identify key positions and subordinate organizational units.
- B. Provide a narrative description of the proposed location of the design office(s) and their respective responsibilities.
- C. Identify the location(s) of construction.
- D. Describe how the designs developed by different firms and offices will be integrated.
- E. Describe how design personnel will interface with the construction personnel.
- F. Provide a construction organization chart for the project, showing the relationships between functions shown on the chart and the functional relationships with subcontractors. The chart shall indicate how the team intends to divide the project into work segments to enable optimum construction performance.
- G. Describe the overall strengths of the construction team and their ability to fulfill the construction and construction management requirements of the build.
- H. Provide information in the proposal on maintaining quality control of the work.

3.5 Qualifications and References

- A. Provide an itemization of staff intended to support the timely design, construction, and delivery of the hydraulic dredge.
- B. Describe how the dedicated staffing has been developed to ensure the quality of the dredge design, construction, and timeliness of delivery.
- C. Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.
- D. Proposers must provide a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.
- E. Provide list government agencies which have purchased your equipment and summary of its use and benefit. Provide references.

3.6 Schedule

- A. York County is targeting to receive the equipment in the fall of 2022 or to start 2023. Please provide a detailed schedule for the project including both design and construction activities. The schedule shall show the sequence and continuity of operations, as well as the month of delivery.
- B. Provide in the schedule the final completion date.

3.7 Warranty and/or Guarantee

- A. A twelve -month guarantee is required for this project. However, the manufacturer may provide additional warranties and / or guarantees at their discretion.
- B. If additional warranties and / or guarantees are offered, the manufacturer shall indicate in the proposal the general terms of the warranties and / or guarantees, a list of the items covered, performance parameters, notification and response parameters for corrective action, and evaluation periods. Prior to the first partial payment, the manufacturer shall submit a document that provides additional warranty / guarantee specifics in sufficient detail.

3.8 Equipment Specifications

The dredge pump and engine shall be adequate to pump mostly sandy material from the bottom at a minimum level depth of 33' dredge.

The manufacturer shall provide at minimum the following description in their proposal of the following general components of the hydraulic dredge:

A. Wheelhouse

Furnished complete with manual dredging controls, air-conditioning, heating, lockable doors, slide windows, window wipers, console with adequate space to allow for other required equipment, captain's chair, 120 VAC receptacles.

B. Dredge Pump Engine and Pump

Diesel Engine shall be certified Marine Tier III which will not require secondary additives or injection. I cab remote display and controls shall be provided.

The engine shall have a minimum shutdown alarm including: low oil pressure, low oil level, high water temperature, low water level, and over speed trip. All alarms shall sound prior to shutdown to allow operator to make control decisions prior to engine shutdown. The diesel engine shall be arranged for keel cooling.

The Dredge Pump shall have minimum 14" Suction and 14"

Discharge. Pump case, impeller and liners shall be made of Alloy

cast iron 500BHN minimum. Adjustable front head to close gap between

liner and impeller as needed during normal wear. Pump compartment sized to

allow dredge to remain afloat if compartment should become flooded.

C. Hydraulic Cutter Head

The hydraulic powered cutter head shall be mounted on the dredge ladder cutting frame. The Cutter Head shall be designed to cut in packed sand and mud as found in the Saco River (for example). The cutting teeth shall be hardened steel and shall be easily removable for maintenance.

D. Cutter Head Hydraulic Drive Motor

The hydraulic powered cutter head hydraulic drive motor shall have a minimum 100hp shaft power mounted on the dredge cutting frame. The operating pressure shall not exceed 3,000 psi to develop full power to the cutter head. Controls for the motor shall be located in the wheelhouse console. Controls shall be electric over hydraulic with control valve located near the hydraulic power unit as possible. Cutter head shall have speed control and have reversable control.

E. Pump Engine Controls

The engine control throttle shall be electronic furnished by the engine manufacturer and installed to have the capability of controlling the engine rpm from inside the cab. The engine shall have a manual mechanical disconnect clutch control shall have the option of locking the reduction gear out to allow for the engine to warm up and throttle up for testing and maintenance.

F. Hydraulic Power Unit

A diesel driven hydraulic unit with a integrated hydraulic storage tank shall be provided... At minimum, three separate pumps w/ single lever control from the cab shall be installed for the cutter head hydraulic motor, winches and spud cylinders. Each pump will have its own suction,

return from the hydraulic reservoir which shall have level gauge and temperature gauge. Hydraulic pumps shall be protected using min. 75mesh strainers with magnets and return 10micron filtration.

G. Spuds

The manufacturer shall propose a spud system that will operate efficiently within the applicable harbors, rivers and along shoreline, and maintain control with water currents. The river water velocity ranges from 1 to 3 feet per second. Spud systems may consist of a carriage, fixed, walking, or others. The manufacturer shall provide information on why their spud system would operate efficiently and superior to other designs.

H. Anchor Handling and Stowage

The manufacturer shall design and provide anchors, swing cables and hardware to support the port and starboard winches.

I) Dredge Hull

Welded steel construction Hull sections ,main center tank and 2 side pontoons. Center tank shall have built in fuel tanks w/ minimum capacity 2,700 gallons total to provide extra level of safety. Center tank shall have 4 lift lugs for assembly and sized to lift the assembled dredge (less spuds) for launching using cranes. Side tanks shall each have 4 lift lugs for ease of assembly and watertight manhole covers and 3 deck cleats each tank. All internal and external surfaces shall be sandblasted, cleaned and coated using commercial grade paints.

Overall minimum length 77' x 20' width and 4' height.

J) Safety Equipment

Equipment shall be provided with minimum safety equipment. Deck edge safety railing made of aluminum OSHA approved products. Life vests, life rings fire extinguishers and automatic bilge pump system

k) Replacement Parts

Dredge shall incorporate as much OEM equipment as possible, besides diesel engine supplier should be the responsible supplier and maintain stocking levels of all major components such as winches, hydraulics, cast parts and the main dredge pump.

3.9 Bidders Description of Equipment

A. Hydraulic Dredge

At a minimum, provide the following plans in the proposal:

1. Outboard Profile
2. General Arrangement
3. Machinery Layout

- 4. Dredging Equipment Layout
- 5. Dredge Draft
- B. Describe the safety features included.
- C. Describe the features that maximize the efficiency and effectiveness of dredging.
- D. Describe the features that enhance its ease of operation.
- E. Describe projected removal rates (cubic yards).
- F. Provide information, including any deviations or specifications that cannot be provided, regarding the equipment specifications listed in section 3.8 and any other components/features that make your dredge ideal for our needs.

3.10 Innovation, Quality and Value Added Features

- A. Identify any aspects of the design or construction elements that are innovative as well as those that demonstrate and reflect the quality of the product.
- B. Identify value added features included in the proposal such as additional spare parts.
- C. Provide list of optional outfitting items including cost and value of the item.

Attachment B to include but not limited to:

- Navigational Mast meet USCG rules
- GPS Based dredge positioning system and training (Dredge Pack Software)
- Discharge hose
- Stern crane to support the discharge hose during connections
- VHF radio w/ haler mode
- Hull zinc anodes

3.11 Certificates, Documents, and Software

- A. Upon completion of all equipment (hydraulic dredge) and after it is delivered, a certified statement that all work required by this request for Proposals, including any extra work is complete and satisfactory on the date of delivery. This statement in no way affects or reflects on the guarantee covered herein.
- B. When training and all tests have been completed, and all work finished to the satisfaction of the Owner, the equipment will be formally accepted by the Owner after delivery of all necessary documents as described herein.

- C. All plans, drawings, specifications, and calculations shall be submitted to York County for approval.
- D. As-built drawings shall be provided by electronic submission. The drawings shall include all plans required for construction including vendor detail drawings, schematics, and bill of materials.
- E. Three (3) hard copies and one electronic (pdf) of the manufacturer's operating and maintenance manuals shall be furnished for all machinery and equipment. Manuals shall contain operating, maintenance instructions, and a list of parts. These manuals, along with the test records, shall be delivered to the Owner.
- F. The hydraulic dredge shall be equipped with HYPACK DREDGEPACK software for use in monitoring dredging channels. Alternative software shall be approved by York County.

3.12 Inspection, Testing and Training

- A. The manufacturer shall demonstrate satisfactory operation of all dredging equipment including the cutter head, spuds, and anchor winches. These systems shall be demonstrated by the dredge equipment builder with two additional days of training at the manufacturer's site. Bidder shall include cost for two buyers' representatives travel and living at the manufacturer's site.
- B. Upon delivery of the hydraulic dredging equipment, seven days of training of all systems and operations shall be provided.

3.13 Buyer shall be responsible for

- Equipment offloading of trucks
- Launching of equipment
- General Labor to set-up and support dredging operations
- Fuel
- Necessary permits to perform work

4.0 RFP RESPONSE PREPARATION REQUIREMENTS

Proposals shall be organized to comply with the section numbers and names as shown below. Each section heading should be clearly marked. Graphics may be included. The RFP sections which should be submitted/responded to are:

1. [Attachment A – Vendor Information and Technical Description](#)
2. [Table of Contents](#)

Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included.

3. Response to Section 3.4 – Team Management
4. Response to Section 3.5 – Qualifications and References
5. Response to Section 3.6 – Schedule
6. Response to Section 3.7 – Warranty and/or Guarantee
7. Response to Section 3.9 – Design and Construction Features
8. Response to Section 3.10 – Innovation and Value Added Features
9. Response to Section 3.11 – Certificates, Documents, and Software
10. Response to Section 3.12 – Testing

5.0 COST PROPOSAL

5.1 General Instructions on Submitting Cost Proposals

The Cost Proposal section of this RFP is a separate document and is referenced as Attachment B. The Cost Proposal section shall be completed and submitted separately from the RFP Response document.

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

5.2 Format for Submitting Cost Proposals

The Cost Proposal section that accompanies the RFP posting shall be used. Additional pages can be added to the Cost Proposal Section if necessary.

The Cost Proposal submission shall be in electronic (preferred) or written form depending on submittal format with the document name including the RFP name, Vendor Name, and Cost Proposal.

(ie: RFP name – ABC Company – Cost Proposal)

5.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed for 180 days.

SECTION 6 – ATTACHMENT A – VENDOR INFORMATION

VENDOR INFORMATION			
VENDOR NAME:		YORK COUNTY VENDOR #:	

Vendor Information (address below will be used to confirm Local Vendor Preference)			
Address		City	
State & Zip		County	
Vendor Rep. Name		Title	
Email		Telephone	

Designation of Confidential and Proprietary Information (Reference 1.12)			
<input checked="" type="checkbox"/>	No information designated as confidential and proprietary.		
Section #	Page(s) #	Topic	

Cooperative Purchasing (Reference 1.13)	
	<input type="checkbox"/> I <u>agree</u> to furnish the commodities or services of this bid to other municipalities.
	<input type="checkbox"/> I <u>do not agree</u> to furnish the commodities or services of this bid to other municipalities.

Local Vendor Purchasing Preference (Reference 1.15)				
Are you claiming a local purchasing preference under DCO 25.08(7)?	No	<input type="checkbox"/> Yes	<input type="checkbox"/> York	<input type="checkbox"/> Cumberland

SECTION 6 – ATTACHMENT A – VENDOR INFORMATION

Fair Labor Practice Certification (check only 1) (Reference 1.17)	
	Vendor has not been found by the National Labor Relations Board (“NLRB”). to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.
	Vendor has been found by the National Labor Relations Board (“NLRB”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

Addendums – this vendor hereby acknowledges receipt/review of the following addendums, if any.				
Addendum #1	Addendum #2	Addendum #3 <input type="checkbox"/>	Addendum #4 <input type="checkbox"/>	None <input type="checkbox"/>

Signature Affidavit			
<p>In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposal to any other proposer or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified in the Designation of Confidential and Proprietary Information section. The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposals, and declares that the attached proposal and pricing are in conformity therewith.</p>			
Signature		Date	
Name (Printed)		Title	

SECTION 6 – ATTACHMENT B – COST PROPOSALS

REQUIRED PROPOSAL FOR HYDRAULIC DREDGE FOR OPTION(s) # 1 and 2

Qty	Part No.	Description	Total Price
1		<p>Hydraulic Dredge</p> <hr/> <p>Standard Features included with Dredge:</p> <p>Hull of three-piece steel construction</p> <p>14" suction pipe with fittings</p> <p>14" discharge pipe</p> <p>14" flap valve</p> <p>33' digging depth min.</p> <p>100 HP cutter module</p> <p>Caterpillar C18 Tier 3 Marine Engine</p> <p>6-blade cutter installed w/ replaceable teeth</p> <p>Ladder hoist cylinder or winch</p> <p>Two independent hydraulic swing winches</p> <p>Hard iron dredge pump</p> <p>Cab and chair AC and Heat</p> <p>Safety equipment including aluminum handrails, 3 life vests, 2 life rings and 2 fire extinguishers</p> <p>Two sets of instruction manuals and parts books</p> <p>Onsite Support to oversee set-up, start-up and Enhanced Training</p> <p>Delivery to York County Maine</p>	

SECTION 6 – ATTACHMENT B – COST PROPOSALS

Outfitting Equipment:

1	14" discharge hose assembly	_____
1	Zinc Anode Installation for Pontoons	_____
1	Crane, Stern Jib	_____
1	Discharge Pipe distribution plate (spoon)	_____
1	500 lb. Danforth anchors and one set of wire ropes including clips and thimbles	_____
1	Signal, Navigational Mast Installed	_____
1	Dredge Positioning System includes Dredge pack Software, Hardware and Installation	_____
1	VHF Radio	_____

Qty	Part No.	Description	Total Price
-----	----------	-------------	-------------

SECTION 6 – ATTACHMENT B – COST PROPOSALS

1 Dredge Support Boat

OPTIONAL PROPOSAL FOR DREDGE SUPPORT BOAT OPTION #2 ONLY

General Arrangement

- 25' x 12' X 3' Trackable Dredge Tender
- Twin 150Hp Yamaha Outboard (300 Hp Total)
- Internal Fuel Tanks With Fueling Station (750 Gallons Total)
- Enclosed Pilot House Opening Windows and Door

Hull

- | | | |
|----------------------------|------|-----|
| • Bottom | 3/8" | A36 |
| • Sides | 3/8" | A36 |
| • Deck | 3/8" | A36 |
| • Fwd. Transverse Bulkhead | 1/4" | A36 |
| • Aft Transverse Bulkhead | 1/4" | A36 |

Machinery

- (2) New 2017 Yamaha F150 150Hp Each
- Prem. Dual Binnacle Control Box
- Twin Digital Tachometers
- Dual Key Switch Panel
- SS Propellers
- Hydraulic steering complete with tie bar
- 25 Gallon fuel tank for outboards mounted on stern with fuel filters

Fuel Transfer

- Internal Fuel Tanks with Fueling Station (750 Gallons Total)
- Tank Cleanout Hatch installed on Fwd. Bulkhead
- (120v) Fill rite 20 GPH pump installed in station with spill pit
- Hose reel with 50ft of fuel hose and automatic nozzle

Electrical-12 volt

SECTION 6 – ATTACHMENT B – COST PROPOSALS

- (2) Marine batteries with fixed marine battery boxes
- Heavy duty marine battery switches for each Battery
- Heavy duty marine maxi fuse holder for 12-volt system
- Six Gang 12-volt switch panel located in Pilothouse
- 41 Series Aqua Signal running lights
- Ceiling mounted light in pilot house
- (4) LED light bars for Perimeter lighting
- (1) Go Light Spotlight

Coatings

- Sandblasted to white metal
- Coated with International Paint Company premium Marine paint
- 2-part marine epoxy primer
- Polyurethane marine topcoat

Customer Specified paint color and paint scheme for topcoat

Outfitting

- 5 ton manual deck winch for hoisting
- A-frame capable of hoisting 5 tons
- (4) Quarter Bits
- 48" Tall Push Knees
- Rubber Push Pads
- Flush deck hatches for Fwd. and Aft compartments
- 60"x 60" Pilot house with front opening window
- All aluminum windows
- Port and Starboard widows in Pilot house Slide to Rear
- Heavy Duty lockable doors fabricated
- Rub rail 3/8" x 8"
- Split rubber rub rails on sides and bow
- Heavy duty guard for outboard engines

Delivery

- Minimum 30 days prior to the delivery of the Dredge

SECTION 7 – STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 11/2019

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of York acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. York County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the

absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the

SECTION 7 – STANDARD TERMS AND CONDITIONS

bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 ACCEPTANCE-REJECTION: York County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids MUST be received at the Office of the York County Manager or in the electronic mailbox of the York County Manager on or before the date and time that the bid is specified as being due.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the York County Purchasing Division.

11.0 PAYMENT TERMS AND INVOICING: Unless otherwise agreed, York County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services subject to the satisfaction of any conditions that may have been imposed and York County's determination that the amount is appropriate and approved for payment. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Maine state and local taxes on its purchases except Maine excise taxes as described below. The State of Maine Department of Revenue has issued tax exempt number E81874 to York County.

12.1 The County is required to pay the Maine excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Maine sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Maine, and venue for any legal action between the parties shall be in York County Superior Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of York County.

SECTION 7 – STANDARD TERMS AND CONDITIONS

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with all applicable federal and state laws and regulations addressing the prohibitions against discrimination and harassment and York County policies, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Manager within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by York County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 AMERICANS WITH DISABILITIES ACT: The vendor agrees to the requirements of the ADA, providing for physical

and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Maine State Statutes and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE.

20.1. Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of vendors own actions furnishing the services or goods required to be provided under this Agreement. Obligations under this paragraph shall remain in effect through the period of

SECTION 7 – STANDARD TERMS AND CONDITIONS

performance under this contract which shall end upon acceptance of equipment and initial services.

20.2. In order to protect itself and County its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list YORK COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor 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.

20.2.3. Environmental Impairment (Pollution) Liability

Vendor agrees to maintain Environmental Impairment (Pollution) Liability insurance while performing work under this agreement at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation.

Vendor agrees to maintain Workers Compensation insurance at Maine statutory limits.

20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and 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 the Commercial General Liability and Business Auto Liability. Vendor agrees to list YORK COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor shall furnish County with a Certificate of Insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If vendor's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and remain in effect through the period of performance under this contract.

20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

SECTION 7 – STANDARD TERMS AND CONDITIONS

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the York County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 RECYCLED MATERIALS: York County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of York County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of York recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of York any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) that vendor has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

SECTION 7 – STANDARD TERMS AND CONDITIONS

27.04 VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.05 VENDOR shall post the following statement in a prominent place visible to employees: “As a condition of receiving and maintaining a contract with York County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing”