

COUNTY OF AROOSTOOK

County Commissioners' Office - Ryan D. Pelletier, County Administrator

Board of Commissioners: Paul J Adams, Houlton - Norman L. Fournier, Wallagrass - Paul J. Underwood, Presque Isle



REQUEST FOR PROPSALS Internet, ELAN and Hosted Phone Services COUNTY OF AROOSTOOK

The County of Aroostook is soliciting proposals (bids) for Internet, ELAN and Hosted Phone Services. For additional information, and specifications, contact Bryan Jandreau, Facilities Manager, at (207) 493-3318 or visit our website at <http://www.arostook.me.us> to acquire bid documents.

Bids must be sealed and marked **“Internet, ELAN and Hosted Phone Services – Do Not Open”** and must be received at the County Commissioners' Office no later than 4:30 p.m., Wednesday, February 28, 2018. Bids shall be opened at 9:00 a.m., Thursday, March 1, 2018, at a public bid opening at the Office of the Facilities and IT Director, on the lower level of the Caribou Courthouse, 144 Sweden Street, Caribou, Maine 04736. Bid awards shall take place at 1:00 p.m., Wednesday, March 21, 2018 in the administrative hearing room on the lower level of the Caribou Courthouse, 144 Sweden Street, Caribou, Maine 04736.

Please submit bids to:

Ryan D. Pelletier
County Administrator
144 Sweden Street, Suite 1
Caribou, Maine 04736
(207) 493-3318

The County Commissioners reserve the right to accept or reject any or all bids.

COUNTY OF AROOSTOOK, 144 SWEDEN STREET, SUITE 1, CARIBOU, MAINE 04736
Tel: (207) 493-3318 Fax: (207) 493-3491 e-mail: bryan.jandreau@arostook.me.us
Website: <https://www.arostook.me.us>

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Request for Proposal (RFP) Internet, ELAN and Hosted Phone Services

(ATTACHEMNT A) SPECIFICATIONS

Contents

- Section 1: RFP Overview
- Section 2: Supplier Instructions
- Section 3: Requirements
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- Section 4: Existing Conditions
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Section 1 - RFP Overview

1.1 The County of Aroostook (Aroostook County Government) has seven (7) facilities in four (4) geographic locations that are included in this RFP. Locations include Fort Kent, Caribou, Presque Isle and Houlton.

- Registry of Deeds Building, 22 Hall Street, Fort Kent, Maine 04743;
- County Commissioners' Office, 144 Sweden Street, Suite 1, Caribou, Maine 04736;
- District Attorney's Office 27 Riverside Drive, Presque Isle, Maine 04769;
- Superior Court Building, 26 Court Street, Houlton, Maine 04730;
- Aroostook County Jail, 15 Broadway, Houlton, Maine 04730;
- Sheriff's Office Building, 25 School Street, Houlton, Maine 04730.

1.2 Purpose of the RFP

The County of Aroostook is soliciting proposals (bids) for Internet, ELAN and Hosted Phone Services.

1.3 General Conditions

Provide and furnish all necessary labor, equipment, materials and services as outlined in this RFP in connection with Internet, ELAN (ethernet local area network) and Hosted Phone Services.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the County of Aroostook to award a contract to any supplier, even if all requirements stated in this RFP are met, nor limits our right to negotiate in our best interest. We reserve the right to contract with a supplier for reasons other than lowest price. We will thoroughly examine each proposal for best price, product quality, performance measures, flexibility, customer support and meeting the needs of our best interests.

Proposals are to be made in good faith, without fraud, collusion or connection of any kind with any other contractor for the same work. All bidders must compete in their own interest and in their own behalf. If you are subcontracting any portion of this agreement, you must identify the subcontractor in your proposal and agree that all subcontractors are bound to all terms and conditions of this RFP.

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The supplier shall absorb all costs incurred in the preparation and presentation of the proposal. All suppliers who submit proposals will be notified of the results of the selection process.

The County of Aroostook reserves the right to reject any or all proposals, in whole or in part, with or without cause, even if all the stated requirements are met. In addition, the County of Aroostook may enter into negotiations with one or more entities simultaneously and award a contract without notification. At the sole discretion of the County of Aroostook, bidder presentations may be requested before award of the contract. The County of Aroostook may also request the opportunity to conduct an on-site review of the supplier's facility and/or other locations where these services are provided, or a demonstration of the proposed technology.

1.4 Proposal Effective Period

Suppliers should state in writing that all furnished information, including prices, will remain valid for ninety (90) days from the date their proposal is received by the County of Aroostook. Any and all reoccurring prices for monthly goods and services shall be valid for an agreement period of three (3) years. At the end of the three (3) year agreement period of reoccurring goods and services there shall be a sixty (60) day grace period before prices increase/decrease in order to renegotiate or opt out of said goods and services.

Section 2 - Supplier Instructions

2.1 RFP Schedule

For additional information, contact Bryan Jandreau, Facilities and IT Director, at (207)-493-3318 or bryan.jandreau@aroostook.me.us . Bids must be sealed and Marked "**Internet, ELAN and Hosted Phone Services – Do Not Open**" and must be received at the County Commissioners' Office no later than 4:30 p.m., Wednesday, February 28, 2018. Bids shall be opened at 9:00 a.m., Thursday, March 1, 2018, at a public bid opening at the Office of the Facilities Manager, on the lower level of the Caribou Courthouse, 144 Sweden Street, Caribou, Maine 04736. Bid awards shall take place at 1:00 p.m., Wednesday, March 21, 2018 in the administrative hearing room on the lower level of the Caribou Courthouse, 144 Sweden Street, Caribou.

Please submit bids to: Ryan D. Pelletier, County Administrator, 144 Sweden Street, Suite 1, Caribou, Maine 04736. (207) 493-3318.

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This schedule outlines the major activities that will occur in this bid process and the due dates. Any changes in deadlines will be communicated to all suppliers in writing. We reserve the right to disqualify any supplier who does not comply with these deadlines.

Activity	Date/Time
RFP Released	January 3, 2018
Deadline for Questions	February 23, 2018, 1:00 p.m.
Proposal Submission Deadline	February 28, 2018, 4:30 p.m.
Proposal Opening	March 1, 2018, 9:00 a.m.
Proposal Review	March 1 through March 20, 2018
Award	March 21, 2018, 1:00 p.m.

2.2 Supplier Questions and RFP Addenda

Questions regarding the content of or schedule for the RFP must be submitted in writing by e-mail to bryan.jandreau@aroostook.me.us according to the RFP schedule provided in Section 2.1. The County of Aroostook will issue answers to all supplier questions, as noted in that schedule. In the event that modifications, additions or deletions to the RFP become necessary, suppliers will be notified in writing by email.

2.3 Proposal Format and Submission Requirements

Proposals should be organized in the following format:

- **Section 1: Executive Summary.** The one (1) or two (2) page executive summary is to briefly describe the Proposer's proposal. This summary shall highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Proposer. The reader shall be able to determine the essence of the proposal by reading the executive summary.
- **Section 2: Supplier Information.** Proposers shall provide in-line responses to all requirements outlined in RFP Section 3.3 - Supplier Information.
- **Section 3: Response to RFP Requirements.** Proposers shall provide in-line responses to all requirements outlined in RFP Sections 3.4 - Technical Requirements, Section 3.5 - Implementation, and Section 3.6 - Support and Maintenance.
- **Section 4: Pricing.** Proposers shall complete the Pricing Proposal Form (Attachment 1) to this RFP. Additional vendor sales quotes, hardware details, or other pricing material shall be included in this section.
- **Section 5: Additional Information.** Proposers may include additional information regarding their products and services in this section.
- Completed proposals shall be submitted as identified in the schedule in Section 2.1.

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Section 3 - Requirements

3.1 Background

3.2 Scope of Services / Project Goals

3.3 Supplier Information

3.3.1 Company Background Information

1. Legal name of the company;
2. Number of years in business;
3. Headquarters location address, phone number, website;
4. E-mail address;
5. Company type;
6. Number of employees;

7. Tax ID number.

3.3.2 Company Experience and References

Please describe the product/market differentiators that distinguish you in the industry and make you capable of competing for this project.

Please provide project details for at least three (3) projects of similar size and scope. Project details should include:

- Deployment date and period of performance;
- Number, size and type of internet connection, including increases/decreases in project scope;
- Specific details of ELAN system;
- Specific details of hosted phone system;
- Number of handsets, including increases/decreases in project scope;
- Number of supported locations, including increases/decreases in project scope;
- Overview of project performance, including successes, challenges, etc.

Select one project as a contactable reference. Include contact information (name, title, phone, and email) for a customer reference who can speak to project performance throughout the life of the contract.

3.4 Technical Requirements

3.4.1 Platform

1. Does the vendor develop and maintain the platform solution in-house or does it resell another vendor's solution?
2. Where is the platform hosted? Is it centrally hosted or geographically distributed?

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(Please provide a map or list of data center hosting locations.)

3. Describe guaranteed availability/up-time. Include standard Service Level Agreement (SLA).
4. What business continuity / system survivability options are available?
5. What happens to service in the event of a local power or WAN outage?
6. Please describe platform security measure. How is call data protected?

3.4.2 Service

County of Aroostook requires the following basic service requirements:

Internet	Vendor Response (Y/N) / QTY*	Included or Optional**
Fort Kent 15X15 MBPS		
Caribou 50X50 MBPS		
Presque Isle 15X15 MBPS		
Houlton 50X50 MBPS		
Fort Kent one (1) Static Internet Protocol (IP) address		
Caribou five (5) Static Internet Protocol (IP) addresses		
Presque Isle one (1) Static Internet Protocol (IP) address		
Houlton three (3) Static Internet Protocol (IP) addresses		
ELAN (Ethernet Local Area Network)	Vendor Response (Y/N) / QTY*	Included or Optional**
Caribou Location 3X3 MBPS (Termination point for other three (3) Location)		
Fort Kent Location 1X1 MBPS		
Presque Isle 1X1 MBPS		
Houlton 1X1 MBPS		
Service Hosted Phone System	Vendor Response (Y/N) / QTY*	Included or Optional**
Number portability for all numbers		
Three (3) digit extension dialing, regardless of geographic location		

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Call routing, regardless of geographic location		
Unlimited local dialing		
Unlimited domestic long distance		
International dialing (include current rates)		
Toll-Free service (include current rates)		

* Please identify if your solution supports this requirement (Y/N) and state any limits on quantity (e.g., 1 per user, etc.). If quantity is unlimited, please state unlimited.

** Please identify if the feature is included in your standard pricing or available as an optional feature at an additional cost.

3.4.3 Management

1. How is the system managed/administered? Please describe customer Administrator interface.
2. Is self-service supported?
3. How are moves, adds, and changes performed?
4. How is service added, removed?
5. Please describe real-time reporting options.

3.4.4 Features / Functions

The County of Aroostook requires the following basic features/functions:

Feature	Vendor Response (Y/N)*	Included or Optional**
Voicemail		
Auto Attendant		
Voicemail to email		

* Please identify if your solution supports this requirement (Y/N) and state any limits on quantity (e.g., 1 per user, etc.). If quantity is unlimited, please state unlimited.

** Please identify if the feature is included in your standard pricing or available as an optional feature at an additional cost.

The County of Aroostook is interested in the following features:

1. Call Center. The County of Aroostook has a Law Enforcement Dispatch Center requiring twenty-four hours, seven days a week, three hundred sixty-five days a year (24X7X365) 911-response call center functionality (Auto-attendant, incoming call queuing and ring groups).

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- a. What form of redundancy/failover functionality exists for this critical need.
2. Unified Communications (UC). Which of the following UC features are currently included in your solution and which are available options?
 - a. Mobility / softphone
 - b. Virtual fax

3.5 Implementation

3.5.1 Implementation Planning

1. What is your standard operating procedure for implementing a project such as this? Please give a brief overview of your methodology, not a detailed project implementation plan.
2. Discuss the roles on your implementation team, such as Account Manager, Business Analyst, Project Manager, Tester, Trainer, etc.
3. What are the typical challenges in this type of implementation?
4. What is the typical timeline for an implementation of this nature?

3.6 Support and Maintenance

3.6.1 Platform Maintenance

1. What is your strategy for upgrades and new releases?
2. Is deployment of application changes seamless, non-disruptive, and remote? Explain the process.
3. Are new features automatically available to existing customers? Or is a service upgrade required?
4. Please describe remote diagnostics for both the platform and individual client sites.

3.6.2 Customer Service and Technical Support

1. What levels (tiers) of service do you offer and what are the details of each level of service?
2. Detail the issue resolution process.
3. What is your average time to solve a moderate to difficult issue?

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Attachment 1 - Pricing Proposal Form

One-Time / Non-Recurring Charges

Description	Unit Price	QTY	TOTAL
Account setup			
Project Management			
Solution Sales Engineering			
Number Porting			
Solution Configuration / Customization			
Solution Testing / Verification			
Deployment support			
User Training (remote)			
User Training (onsite)			
Administrator Training (remote)			
Administrator Training (onsite)			
Deployment Engineering / Technical Support (remote)			
Deployment Engineering / Technical Support (onsite)			
Hardware			
Standard Handset - Make/Model: _____ (Purchase option)			
Executive Handset - Make/Model: _____ (Purchase option)			
ATA device (for traditional fax, analog interface) (Optional)			
Voice gateway (to support survivability options) (Optional)			

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Monthly Service / Recurring Charges: Internet, ELAN, Hosted Phone Services

Description	Unit Price	QTY	TOTAL
Standard business user			
Included features / quantities:			
Optional services / quantities:			
Maintenance, Service, and Support:			
Hardware			
Standard Handset - Make/Model: _____ (Lease/Rental option)			
Executive Handset - Make/Model: _____ (Lease/Rental option)			

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Section 4 – Existing Conditions

4.1 Responsibility

It shall be the proposers' responsibility to verify accurate numbers and amounts of existing conditions.

4.2 Internet

1. Fort Kent connects to the internet via a three (3) mbps x three (3) mbps ELAN connection back to our Caribou location;
2. Caribou connects to the internet via a ten (10) mbps x ten (10) mbps internet service;
3. Presque Isle connects to the internet via a five (5) mbps x five (5) mbps ELAN connection back to our Caribou location;
4. Houlton connects to the internet via a ten (10) mbps x ten (10) mbps internet service;
5. The Aroostook County Jail has a DSL connection for video arraignment.

4.3 ELAN (ethernet local area network) Vantage Point

1. Three (3) mbps x three (3) mbps ELAN at our Fort Kent Location;
2. Ten (10) mbps x Ten (10) mbps ELAN at our Caribou Location (Terminus point);
3. Five (5) mbps x five (5) mbps ELAN at our Presque Isle Location;
4. Three (3) mbps x three (3) mbps ELAN at our Houlton location.

4.4 Telephone

1. One (1) primary rate interface (PRI) at our Caribou location;
2. One hundred (100) block direct inward dial (DID);
3. ELAN Vantage Point;
4. NEC digital solutions interface phone system with NEC Univerge SV8300 voice mail system;
5. One hundred and five (105) sixteen (16) button phones;
6. One (1) thirty-two (32) button phone;
7. Sixty-two (62) telephone lines of which the following have been identified as such:
 - o Ten (10) pots lines;
 - o Twenty-six (26) Centrex lines;
 - o Two (2) NAWS lines;
 - o Three (3) 1-800 toll free lines;
 - o Sixteen (16) fax, elevator, heat and/or fire monitoring.
8. Existing analog lines/phone numbers for fax machines, emergency phones, etc. are to be retained and remain operational.

4.5 Static Internet Protocol (IP) Addresses

1. Six (6) static internet protocol (IP) addresses
 - o Caribou – five (5) IP addresses;
 - o Houlton – one (1) IP address;
 - o Fort Kent – none.
 - o Presque Isle – none;

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CONTRACT CONDITIONS

In consideration of the conditions and the mutual covenants and agreements hereinafter contained, the parties do hereby mutually agree as follows:

ITEM A - STATEMENT OF WORK

The Contractor shall furnish all labor, materials and equipment and shall perform all work required and necessary for the implementation of Internet, ELAN and Hosted phone Services for four (4) locations with the County of Aroostook (Fort Kent, Caribou, Presque Isle and Houlton). This work shall be done for the Aroostook County Government, County Commissioners' Office, 144 Sweden Street, Suite 1, Caribou, Maine, 04736; referred to as Owner of such facilities. All "work" shall be in accordance with the terms of this Contract and of the part hereof, designated as follows:

- (Attachment A) Specifications
- Bid form documents
 - Section 1: RFP Overview;
 - Section 2: Supplier Instructions;
 - Section 3: Requirements;
 - Section 4: Existing Conditions.

As set forth in the above Specifications.

The foregoing attachment(s) together with this document constitute the entire Contract between the Contractor and together with this document constitute the entire Contract and Owner covering the work. To the extent of any inconsistency between the provisions of this document and the attachment, the provisions of this document shall control.

ITEM B - COMPENSATION

Owner shall pay to the Contractor for performance of this Contract the sum of \$ _____ which is a total sum of per unit pricing for goods and services as outlined in the bid documents and shall not include any sales and use taxes. Payment shall be made at completion of project.

Any payment due hereunder may be withheld by Owner upon evidence of default by the Contractor in the performance of its obligations hereunder, but the making of any such payment shall not be construed as a waiver of any such default.

Upon completion of the work hereunder, the acceptance in writing thereof by Owner, the last payment due the Contractor under the Contract will be paid by Owner to the Contractor within thirty (30) days, provided, that the Contractor shall have furnished Owner with such evidence of the payment of all subcontractors and material as Owner may reasonably require.

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ITEM C - INSPECTIONS

All material, equipment and workmanship except as may be otherwise provided herein shall be subject to inspection, by Owner at any and all times during construction and/or manufacture and at any and all places where such construction and/or manufacture are carried on. Owner shall have the right to reject defective material, equipment and workmanship, and rejected materials and equipment shall be satisfactorily replaced with acceptable material and equipment, and Contractor shall promptly segregate and remove defective material and equipment from the premises.

ITEM D - WARRANTY AND WORKMANSHIP

The Contractor warrants the work to be performed and the materials and equipment to be furnished under this Contract against defects in material and workmanship for a period of one (1) year from the date of final acceptance of the completed work. The Contractor agrees to perform the work in accordance with Owner's directions, and specifications pertaining to the work in the best and most workmanlike manner by qualified, careful and efficient workers. Unless otherwise specified, all materials and equipment furnished hereunder shall be new. Within a reasonable time after receipt of written notice thereof, the Contractor shall, and shall require its subcontractors, to make good any defects in materials or workmanship which may develop during said warranty period and any consequential or incidental damage or injury caused by such defects of the repairing of the same at its own expense and without cost to Owner.

ITEM E - CHANGES

The Owner may at any time by a written order make changes in specifications, omit certain work and/or require additional work to be performed by the Contractor. If such changes or the addition of any project cause a material increase or decrease in the amount or character of the work performance, an equitable adjustment of compensation shall be made.

The terms and conditions of this Contract may be changed from time to time only by amendments to this Contract, which are signed by duly authorized officers of the parties hereto.

If any additional or different work be executed by the Contractor without previous amendment to this Contract or written order, no charge therefore will be allowed.

ITEM F - EXCUSABLE DELAYS AND RELEVANT WORK CONDITIONS

Either Owner or the Contractor shall be excused for any failure or delay in the performance of its obligations hereunder due to acts of God or of the public enemy, not proven to be invalid, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of the several portions or the whole of the work be delayed as a result of one or more of the excusable delays set forth herein for which the Contractor is not responsible, and Owner does not elect to terminate the Contract as otherwise provided for herein, or should the Contractor be delayed in the prosecution of the work through the fault of any other Contractor employed by Owner.

The Contractor certifies hereby that it has had an opportunity to examine; has examined and has received a copy of the Attachment(s) referred to herein and fully aquatinted itself with obstructions, actual levels, all other conditions relevant to the work, the site of the work, and its surroundings and assumes the risk of any

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variances between the actual conditions relevant to the work and the same as shown or represented in said Attachment(s), that it has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the work; and that anything in the said Attachment(s) or in any representations, statements or information made or furnished by Owner, the Contractor will, regardless of any such conditions relevant to the work, the site of the work or its surroundings, satisfactorily complete the work in accordance with the provisions of this Contract, and will assume full and complete responsibility for any such conditions relevant to the work, the site of the work or its surroundings, and all risks in connection therewith.

ITEM G - PERMITS AND LICENSES

The Contractor shall procure all necessary permits and licenses required for the work by federal, state or local authorities, pay all fees in connection therewith and abide by all regulations, ordinances, codes and other rules of such authorities and give all stipulations and representations required thereby. The Contractor further agrees to save Owner and Owners' directors, officers and employees harmless from liability or penalty, which might be imposed by reason of an asserted violation of such regulations, ordinances, codes or other rules.

ITEM H - CONTRACTOR'S STATUS AND RELATED MATTERS

The relationship of the Contractor to Owner shall be that of independent contractor and nothing herein contained shall be construed as creating any other relationship, it being expressly agreed between the parties that any changes made shall not be construed as creating a joint venture between Owner and Contractor.

The Contractor shall accept, in connection with the work called for hereby exclusive liability for the payment of any taxes or contributions for Social Security, unemployment insurance, old age payments, annuities or retirement benefits which are measured by wages, salaries or other remuneration paid by the Contractor to any and all persons employed by it in connection with the performance of the work and comply with all valid federal and state administrative regulations respecting the assumption of liability for any of the aforesaid taxes or contributions.

Contractor certifies that the Contract price set forth herein includes all such taxes or contributions and agrees to indemnify and hold Owner and owner's directors, officers and employees harmless from and against any and all liability for the delay or failure of the Contractor and its subcontractors to pay any such taxes or contributions.

ITEM I - TITLE

Title to and risk of loss of all other materials, equipment and tools delivered to the site shall be and remain in the Contractor or its subcontractors, who agree to make no claim against Owner for loss thereof or damage thereto.

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ITEM J - CONTRACTOR'S RESPONSIBILITY AND INSURANCE

The Contractor agrees to secure and protect itself, and shall secure and indemnify Owner and owner's directors, officers and employees from any liability, claim of liability, expense, causes of action, loss or damage whatsoever for any injury, including death, to any person or property in the performance of this Contract, unless such injury is caused by the sole negligence of Owner, it being the intent of this agreement

to protect and indemnify Owner from any and all loss arising out of or in connection with the work performed under this Contract, unless such loss is caused by the sole negligence of Owner. The Contractor agrees to carry as are satisfactory to Owner covering the work hereof:

Workers' Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the State in which the work of any portion of the work is performed. General Liability Insurance including accidental death, property damage, automobile liability, and contractual liability insurance.

The Contractor and any subcontractor hereunder agrees in the performance of the work to comply with all applicable fire safety requirements of the National Fire Protection Association, that it will adhere to all federal, state and local laws pertaining to fire protection, and that it will abide and be governed by the rules and regulations pertaining to fire protection prescribed by Owner.

ITEM K - FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

In the execution of this Contract, the Contractor agrees to comply with and give all stipulations and representations required by applicable federal, state and local laws, and further agrees to include a similar statement to the foregoing effect as a part of all subcontracts entered into by the Contractor in connection with this Contract. This Contract and the performance hereof, are expressly subject to all rules, regulations and requirements of the United States Government and of Owner.

ITEM L - OWNER'S REPRESENTATIVE

Owner shall designate in writing a project representative or representatives, who shall have authority to act on behalf of the Owner in all matters concerning the work, including amendment to this Contract. Owner's project representative shall be Bryan V. Jandreau (207) 493-3318, bryan.jandreau@aroostook.me.us .

ITEM M - CONTRACTOR'S REPRESENTATIVE

The Contractor shall designate in writing a representative or representatives who shall be available at all times at the site of the work during the progress thereof and who shall have authority to act for the Contractor in all matters concerning the work, excepting, however, such representative or representatives shall not be empowered to amend this Contract.

ITEM N - LIQUIDATION DAMAGES

If the Contractor is in violation of any of the terms of this contract, or if the Owner or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the Owner shall notify the Contractor in writing, setting forth the basis for the Owner's complaint. Upon receipt of such notice, the Contractor shall have seven (7) days to comply with the terms and conditions of this contract or rectify

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the unsatisfactory work. If at the expiration of the seven (7) day period, the Owner's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the Owner shall, notify the Contractor in writing to discontinue all work to be performed under this contract. The Owner may thereupon, by contract, or otherwise complete the work, and the Contractor or its surety shall be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

ITEM O - CONTRACT TERMINATION

Should the Contractor fail to complete the work within the time frame specified in the contract and any time extension change orders, the Owner may, after giving written notice to the Contractor, terminate the contract and arrange for the work to be completed by others. The cost of any uncompleted work will be deducted from the contract amount.

ITEM P - CONSTRUCTION OF THIS CONTRACT

This contract shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Maine, United States of America. Captions used in this Contract are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.

ITEM Q – GENERAL PUBLIC COMMUNICATION

In the event that the general public attempts to engage the Contractor and its subcontractors on this project, it's details, finances, etc.; the Contractor and/or subcontractors shall refer said general public to the Owner regarding said matters.

ITEM R – COMPLETION

This project shall be completed by Thursday, June 21, 2018. If Contractor does not complete the project by the completion date, the Owner may charge Contractor one hundred dollars (\$100.00) per day for each day project completion goes beyond the completion date.

[end of contract conditions]

COUNTY OF AROOSTOOK

County Commissioners' Office - Ryan D. Pelletier, County Administrator
Board of Commissioners: Paul J Adams, Houlton - Norman L. Fournier, Wallagrass - Paul J. Underwood, Presque Isle



Internet, ELAN and Hosted Phone Services Project - 2018 COUNTY OF AROOSTOOK Signature Page

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first above written.

WITNESSES:

OWNER:

By _____

Typed Name _____

Title _____

WITNESSES:

CONTRACTOR:

By _____

Typed Name _____

Title _____

Agreement Date _____

This "Contract Conditions", as part of the Attachment A (specifications), forms the mutual covenants and agreements between

The Owner _____

and the Contractor; _____

do hereby mutually agree to perform as required by the Specifications and the Contract.

[end of signature page]