

MINUTES

AROOSTOOK COUNTY COMMISSIONERS' MEETING WEDNESDAY, June 18, 2025 1:00PM ADMINISTRATIVE HEARING ROOM – CARIBOU COURTHOUSE

Present:

Paul J. Underwood, Chair, County Commissioner
William Dobbins, County Commissioner
Daniel Deveau, County Commissioner
Ryan D. Pelletier, County Administrator
Peter Johnson, Sheriff
Roy Guidry, Facilities Director
Dana Gendreau, Finance Director, Zoom
Beth Hummel, HR Director
Steve Pelletier, ARPA Administrator
John Gibson, Community Services Director
Darren Woods, EMA Director
Paula Brewer, Bangor Daily News
Tammy Pelletier, Operations Assistant
Carter McBreairty, Allagash
Phil & Karen Levesque, Frenchville
Betty & Mark Benson, Portage Lake
Vaughn Martin, Easton
Jerri & Tami Palmer, Easton
Stephanie Bresett, Van Buren

Prior to the start of the regular meeting, Justice Planners presented their final reporting of the jail needs assessment for Aroostook County

ART. 1. Commissioner Paul Underwood called the meeting to order at 1:23 PM.

ART. 2. Pledge of Allegiance.

ART. 3. Commissioner Underwood opened the floor for a public comment period.

Mr. Jestin Merchant, resident of Connor, commented on the excessive dust and lack of mowing on Dubai Pit Road near his home. He would like to have the road better taken care of. He has spoken to contractors who have suggested ways that the County can reduce the dust created by travelling on the road.

Mr. Merchant also commented that a \$100 million jail is unacceptable and would be terrible to give that burden to the taxpayers and the County needs to get creative and find a different solution.

ART. 4. **MOTION:**
Motion by William Dobbins, seconded by Daniel Deveau to approve the agenda.

VOTE:
Motion voted on and passed.

ART. 5. Commissioner Underwood entertained a motion for approval of the May 21, 2025 Commissioners' Meeting minutes.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the meeting minutes of May 21, 2025.

VOTE:

Motion voted on and passed.

ART. 6. The County Commissioners approved and signed the following:

- A) Attendance record.
- B) Bills and warrants.
- C) Liquor license renewal – Eagle Lake Sporting Camps, T16 R6

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve liquor license renewal for Eagle Lake Sporting Camps, T16 R6.

VOTE:

Motion voted on and passed.

ART. 7. Commissioners Underwood, Dobbins, and Deveau presented the 2024 Spirit of America recognitions to Carter McBreairty (Allagash), Betty Benson (Portage Lake), Frenchville Historical Society, Van Buren Revitalization Association, and Friends Helping Friends Food Pantry (Easton). Absent were Mike Greenlaw, (Fort Fairfield) and Jeff & Elizabeth Clark (Mapleton/Chapman/Castle Hill).

No motion necessary.

ART. 8. Mrs. Dana Gendreau presented for consideration a request to increase the fixed asset limit to \$10,000.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve increasing the fixed asset limit to \$10,000.

VOTE:

Motion voted on and passed.

ART. 9. Mr. Ryan Pelletier presented for consideration two timelines for updating the County charter. Commissioners will review for feedback and next steps.

ART. 10. Mr. Ryan Pelletier opened a discussion on the conveyance of the Lakeview Senior Citizens Center in Cross Lake. The county owns the land, but not the building. The community would like to have the county take over all aspects of the center. Feedback was gathered during a public meeting in May that supports the transfer of the Center to the county.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to authorize the County Administrator to engage an attorney to complete a transfer deed for the Lakeview Seniors Center to the county.

VOTE:

Motion voted on and passed.

ART. 11. Mr. Ryan Pelletier presented for consideration to schedule a date and time for the tax abatement appeal hearing in the matter of Baker v. Town of Weston.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to set the date and time of the tax abatement hearing in the matter of Baker v. Town of Weston to be July 16th at 10:30am at the Sheriff's Office, 2nd floor conference room.

VOTE:

Motion voted on and passed.

ART. 12. Mr. Darren Woods presented updates on the anticipated FEMA changes and capital resilience funding in local communities. Mr. Woods strongly recommends starting to think about setting up an account to help alleviate financial stressors during emergencies that may not be reimbursable at the same levels as in previous years.

No motion necessary.

ART. 13. Mr. Peter Johnson presented for consideration the recommission on Sgt. Shanna Duffy.

MOTION:

Motion by William Dobbins, and seconded by Daniel Deveau to recommission Sgt. Shanna Duffy.

VOTE:

Motion voted on and passed.

ART. 14. Mr. Peter Johnson presented for consideration the hiring recommendation of Carrie Crandall as part-time dispatcher.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the hiring recommendation of Carrie Crandall as part-time dispatcher.

VOTE:

Motion voted on and passed.

ART. 15. Mr. Peter Johnson presented for consideration the reallocation of \$12,000 of capital funds previously allocated to E-Printers to create a relocation bonus for patrol deputies.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the request to reallocate \$12,000 of capital funds to create a relocation bonus for patrol deputies.

VOTE:

Motion voted on and passed.

ART. 16. Mr. John Gibson presented for consideration the bid recommendation for the Oxbow Road paving project Trombley Industries, who was the lowest bidder.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the bid recommendation for the Oxbow Road paving project to Trombley Industries.

VOTE:

Motion voted on and passed.

ART. 17. Mr. John Gibson presented for consideration the solid waste contract with Pine Tree Waste for services in E Plantation.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the solid waste contract with Pine Tree Waste for services in E Plantation.

VOTE:

Motion voted on and passed.

ART. 18. Mr. John Gibson presented for consideration the solid waste contract with the town of Mattawamkeag for services in Molunkus.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the solid waste contract with the town of Mattawamkeag for services in Molunkus.

VOTE:

Motion voted on and passed.

ART. 19. Mr. John Gibson presented the following bid recommendation for snow plowing contracts. Each area had one (1) bidder only.

A) Bancroft – Foss & Son, Inc

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the snow plowing contract with Foss & Son, Inc for services in Bancroft.

VOTE:

Motion voted on and passed.

B) Benedicta – JMQ, Inc

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the snow plowing contract with JMQ, Inc for services in Benedicta.

VOTE:

Motion voted on and passed.

C) Benedicta/Silver Ridge – CD Elwell Trucking

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the snow plowing contract with CD Elwell Trucking for services in Benedicta/Silver Ridge.

VOTE:

Motion voted on and passed.

D) Cary – GCL Trucking

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the snow plowing contract with GCL Trucking for services in Cary Township.

VOTE:

Motion voted on and passed.

E) Oxbow Rd – M Rafford Trucking

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the snow plowing contract with M Rafford Trucking for services in Oxbow.

VOTE:

Motion voted on and passed.

F) Sinclair Fire Station & Seniors Center, Cross Lake Fire & Lakeview Seniors Center –
Martin's General Store

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the snow plowing contract with Martin's General Store for services at Sinclair Fire Station and Seniors Center, Cross Lake Fire and Lakeview Seniors Center.

VOTE:

Motion voted on and passed.

G) Shore Rd & St Peter Rd, Sinclair

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the snow plowing contract with Babin Construction for services at Shore Rd and St Peter Rd.

VOTE:

Motion voted on and passed.

H) Madawaska Lake – Anderson’s Lawn & Landscape

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the snow plowing contract with Anderson’s Lawn & Landscape for services at Madawaska Lake.

VOTE:

Motion voted on and passed.

ART. 20. Mr. Roy Guidry presented for consideration a request to use contingency funds to cover a roof repair at the Sheriff’s office in Houlton.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the use of contingency funds for the roof repair at the Sheriff’s office in Houlton.

VOTE:

Motion voted on and passed.

ART. 21. Mr. Roy Guidry presented for consideration the hiring recommendation of Ivy McDaniel as part-time custodian at the Caribou Courthouse. The Fort Kent custodian position remains open at this time.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the hiring recommendation of Ivy McDaniel as part-time custodian at the Caribou Courthouse.

VOTE:

Motion voted on and passed.

ART. 22. Mr. Roy Guidry presented for consideration the recommendation for window trim painting at the Houlton Courthouse by Hayes Construction.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the recommendation for window trim painting at the Houlton Courthouse by Hayes Construction.

VOTE:

Motion voted on and passed.

ART. 23. Mr. Ryan Pelletier presented on behalf of Amy Ouellette and Melissa Richardson an increase in subscription fees for Registry of Deeds effective July 1, 2025.

MOTION:

Motion by William Dobbins, seconded by Daniel Deveau to approve the subscription fee increases for Registry of Deeds effective July 1, 2025.

VOTE:

Motion voted on and passed.

ART. 24. County Commissioners Report

Commissioner William Dobbins advised the board that the MCCA Convention information is now available for September 2025. Risk Pool is doing on-site training for jail employees to help reduce claims. The training will take place at Aroostook County Jail on July 25th.

Commissioner Daniel Deveau indicated that he will have more information to share next month on the bills we are following related to jail funding, LUPC, and others. The legislative session will be closed on Friday and we will be able to know more about the details of what passed.

ART. 25. Other Business

Commissioner Deveau commented regarding the impending closure of Jobs Corps and how that will have a negative impact on our area. He's hopeful that something might happen to keep it operating.

ART. 26. At 3:15 pm, the following motion was made by William Dobbins, and seconded by Daniel Deveau:

"I move that we enter into the Executive Session, pursuant to Title 1 MRSA 405(6)(A) to discuss the County Administrator's annual evaluation and goal review."

Upon return from executive session no action was taken.

ART. 27. Adjournment.

MOTION:

A motion was made by William Dobbins, seconded by Daniel Deveau to adjourn the meeting at 4:19 pm.

VOTE:

Motion voted on and passed.

ATTEST: A True Copy
of Commissioners' Meeting

Ryan D. Pelletier
County Administrator

AROOSTOOK COUNTY COMMISSIONERS
DATE: July 16, 2025



Application Copy

File Number: 85326

Job Type: Renewal Application

LICENSE # BB-21-105733	APPLICATION DATE RECEIVED 2025-07-03
LICENSE TYPE On-Premises: Beer, Wine & Spirits	LICENSEE NORTHERN RED DOG INC
AGENT NAME	EFFECTIVE DATE 2024-07-09
EXPIRES 2025-07-08	STATUS Active
PREMISES NAME HOMESTEAD LODGE, THE	
NEW SECONDARY LICENSE(S) None selected	
PREMISES TYPE Bed and Breakfast	PREMISES NAME HOMESTEAD LODGE, THE
OPERATOR NORTHERN RED DOG INC	
PHYSICAL ADDRESS 871 OXBOW RD OXBOW ME 04764-3002	
MAILING ADDRESS 871 OXBOW RD OXBOW ME 04764-3002	
CONTACT NAME NICHOLAS BIANCHI-COPPOLA	PREFERRED CONTACT METHOD Email

CONTACT PHONE

[REDACTED]

ALTERNATE PHONE

FAX

[REDACTED]

EMAIL

[REDACTED]

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

20210531 D

2. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

No

3. Is the applicant/licensee an individual, partnership, or association?

No

4. Are all licensees/applicants residents of the State of Maine?

No

Nicholas Bianchi-Coppola

5. Is your license for a club with a membership?

No

6. Is your license application for Vessel Corporation?

No

7. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?

Yes

(document uploaded)

8. Do you allow dancing or entertainment on the licensed premises? If so, You need to have a a license from the Maine State Fire Marshal. See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.

No

9. Will any law enforcement officer directly benefit financially from this license, if issued?

No

10 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

11 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

12 Do you have a manager employed?

Yes

Trisha Soucy

13 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

14 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

15 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

16 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

17 Does the licensee/applicant(s) own the premises?

Yes

18 At which address are your business records located?

871 Oxbow Road, Oxbow, ME. 04764

19 What will be your business hours? Please indicate each day's open and close times.

Mon-Sun 10-6 during our season

20 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Oxbow Congregational Church - 1.4 miles

Ashland District School - ~16 Miles

21 Is your application for a Hotel or Bed & Breakfast?

Yes

12

22 What is the gross food income for the licensure period that will end on the expiration date?

[REDACTED]

23 What is the gross income from beer, wine, and spirits for the licensing period ending on the expiration date?

[REDACTED]

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Maine Health or Agriculture License	Health_License.jpeg	[REDACTED]
Premises Floor Plan	Floor_Plan.pdf	[REDACTED]
Food Menu	HomesteadMenu_01102025.pdf	[REDACTED]
Corporate Supplemental Form	102 Supplemental Ownership Form and Affidavit-2.pdf	[REDACTED]

APPLICANT

NORTHERN RED DOG INC

DECLARATION

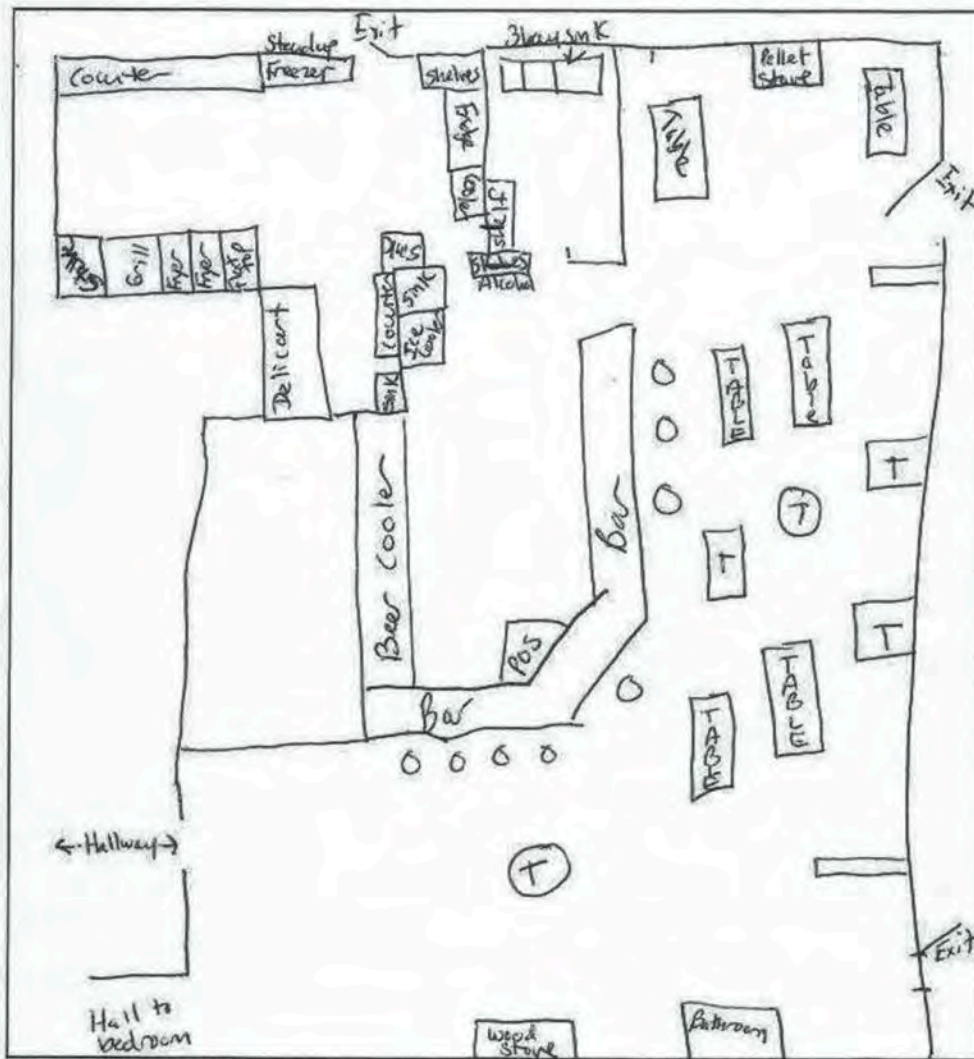
- I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Appetizers

Mozzarella Sticks <i>6 Sticks with marinara sauce</i>	\$8.99
Onion Rings <i>with sauce</i>	\$6.99
Hand Cut French Fries	\$6.99
Fried Pickles	\$8.99
Wings <i>B.B.Q., Buffalo, or Kickin' Bourbon</i>	
<i>6 Wings</i>	\$12.99
<i>10 Wings</i>	\$20.99
Loaded Nachos <i>Lettuce, tomato, cheddar cheese, salsa, sour cream, black olives and jalapeños</i>	\$10.99
<i>Add Beef or Pulled Pork</i>	\$14.99
Poutine <i>Fries, cheese and gravy</i>	\$8.99
Cheese Curds	\$8.99

Soups & Salads

Choice of Ranch, Caesar, Italian, Country French, or Thousand Island

Corn Chowder	\$5.99
Chili	\$6.49
Taco Salad <i>Lettuce, tomato, shredded cheese, salsa, black olives, jalapenos, sour cream and ground beef</i>	\$11.99
Chef Salad <i>Lettuce, tomato, cucumber, turkey, ham, shredded cheddar, croutons</i>	\$13.99
Chicken Caesar Salad <i>Lettuce, parmesan, chicken, Caesar dressing and croutons</i>	\$13.99
Garden Salad <i>Lettuce, tomato, cucumber, onions and croutons</i>	
<i>Large</i>	\$6.99
<i>Side</i>	\$5.99

Simple Eats

*Served with choice of French Fries or Chips.
Choice of cheese is American or Pepper Jack*

Cheeseburger* <i>1/2lb burger with choice of cheese</i>	\$14.99
<i>Add Bacon</i>	\$16.99
Bison Cheeseburger (while supplies last)* <i>1/4lb burger with choice of cheese</i>	\$22.49
<i>Add Bacon</i>	\$24.49
Steak Bomb <i>Shredded steak, onions, mushrooms, peppers, mayo and choice of cheese</i>	\$17.99
Fried Chicken Sandwich <i>Choice of plain or buffalo fried chicken, lettuce and tomato</i>	\$11.99
Hot Dogs <i>Two grilled red hot dogs</i>	\$9.99
Chicken Fingers <i>Small Fingers</i>	\$9.99
<i>Large Fingers</i>	\$11.99
Grilled Cheese (American or Pepper Jack) <i>Add Ham</i>	\$8.99
	\$9.99
B.L.T. <i>Lettuce, Tomato, and Mayo</i>	\$10.99
Club Sandwiches <i>Choice of turkey or ham with bacon, lettuce, tomato and mayo. Choice of cheese</i>	\$12.99
Pulled Pork Sandwich <i>B.B.Q. pulled pork with choice of white bread or bun</i>	\$16.99

Homestead Meals

Available after 3:00

Served with mashed potatoes, vegetable and side salad

Ribeye Dinner*	\$31.99
Grilled Chicken Dinner*	\$19.99
Pulled Pork Dinner	\$18.99
Beef Tips*	\$24.99

Don't forget to check our board for daily meal and dessert specials!

**Consuming raw or undercooked meats, poultry, seafood shellfish, eggs, or unpasteurized milk may increase your risk of food-borne illness.*

Beverages

Coffee	\$2.99
Tea	\$2.99
Hot Cocoa	\$2.99
Bottled Water	\$2.49
Milk	\$3.99
Shirley Temple	\$4.75
Bottled Soda	
Stewart's Orange & Cream	\$3.50
Stewart's Root beer	\$3.50
Stewart's Cream Soda	\$3.50
Fountain Drinks*	
Pepsi, Diet Pepsi, Mountain Dew, Diet Mountain Dew, Orange Crush, Schweppes Ginger Ale	\$3.59
Tropicana Lemonade	\$3.59
Lipton Iced Tea, Unsweetened Tea	\$3.59
Lipton Raspberry Tea	\$3.59
*Includes free refills	
Juice	
Cranberry	\$3.95
Orange	\$3.95
Apple	\$3.95

Alcoholic Beverages

Beer	
Busch Light	\$3.50
Budweiser	\$4.00
Bud Light	\$4.00
Pabst Blue Ribbon	\$4.00
Michelob Ultra	\$4.00
Heineken	\$4.50
Heineken Light	\$5.50
Goose Island IPA	\$4.50
Coors Light	\$5.50
Molson Canadian	\$5.00
Miller Lite	\$5.50
Corona Light	\$5.00
Sweet Water Hazy IPA	\$5.00
Allagash White	\$7.00
Geaghan Bros Blonde	\$7.50
Tubular	\$9.00
Heineken Non Alcoholic	\$5.00
Other	
Angry Orchard	\$6.50
Twisted Tea	\$5.50
Truly	\$5.00
White Claw	\$5.00
Wine	
Pinot Noir, Pinot Grigio, Chardonnay, Cabernet	\$6.50



*Consuming raw or undercooked meats, poultry, seafood shellfish, eggs, or unpasteurized milk may increase your risk of food-borne illness.

State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 7131

EATING AND LODGING 38 Seats (in)11 Rooms

THE HOMESTEAD LODGE
871 OXBOW RD
OXBOW PLT ME 04764-3002

EXPIRES: 06/08/2026

FEE: \$300.00

ATTN TRISHA SOUCY
NORTHERN RED DOG INC
THE HOMESTEAD LODGE
871 OXBOW RD
OXBOW ME 04764



Jane Foye Holmes

Commissioner

NON-TRANSFERABLE



Aroostook County
Sheriff's Office

Peter A. Johnson, Sheriff
Erica L. Pelletier, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

To: County Commissioners

From: Peter A. Johnson, Sheriff

Reference: Deputy Luke Gross Youth of the Year Award

The 2024 Camp POSTCARD, Deputy Luke Gross Youth of the Year Award, will be received by Ellie Moon, who was a camper nominated by the Aroostook County Sheriff's Office. Ellie will receive this award, "In memory of Deputy Luke Gross, recognized for exhibiting his core values of kindness, humor, respect, adventure, and leadership".

I am requesting this award be presented to Ellie at the beginning of County Commissioner's meeting in Houlton, on July 16. Chief Deputy Rand Maker from Lincoln County Sheriff's Office will be presenting the award, and plans to leave once the award is presented.

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

25 School St., Suite 216, Houlton, ME 04730

Tel: 207-532-3471

Fax: 207-532-7319



Aroostook County Jail Needs Assessment Report

June 2025



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INTRODUCTION

The Aroostook County Jail is operated by the Aroostook County Sheriff's Office in Houlton, Maine. The building itself opened in the 1880s and is out of date in many respects. In addition, there are concerns regarding the current location of the jail in the county seat, which is now removed from where the population is centered in the county. The County seeks guidance regarding appropriate options for consideration regarding the facility.

Goal

The primary goal of the Aroostook County Jail Needs Assessment is to determine the projected bed need for the jail facility through the year 2050 to support public policy decision-making regarding a future direction for the jail. Our main statistical analysis is based on a series of large data extracts covering intakes, the previous population of the jail, the anticipated size of the overall Aroostook County population, time in custody, and other relevant variables. The research effort culminates in a forecast of the future size of the jail's population, reflecting both a continuation of current policies and practices as well as the impact of potential changes to the Aroostook County criminal justice system.

Methodology

Three main tasks were taken to execute this study.

First, our team held multiple in-depth conversations with stakeholders from across the Aroostook County criminal justice system during an onsite visit in April 2025.

Second, we acquired multiple comprehensive data extracts from the Aroostook County Jail which included key information about every single individual charged with an offense between January 2019 and March 31, 2025.

Third, the results of the statistical analyses were combined into multiple time series forecasts using Autoregressive Integrated Moving Average (ARIMA) methods.

Interviews and Meetings

During the April onsite visit, the consultants participated in multiple in-person conversations with a wide variety of stakeholders in the Aroostook County criminal justice system. Interviews were conducted with the following stakeholder offices and organizations:

- Aroostook County Manager's Office
- Aroostook County Commissioners
- Aroostook County Sheriff's Office
- Aroostook County District Attorney's Office
- Aroostook County Public Defender's Office
- Aroostook County Action Program
- Aroostook County Facilities and IT Director
- Aroostook County Finance Director
- Aroostook Mental Health Center
- Alternative Community Corrections Programs
- Caribou City Manager
- Caribou Police Department
- Fort Fairfield Police Department
- Port Kent Police Department
- Various Town Managers and Elected Officials

Some comments received during these interviews are listed below.

Detention Operations

The jail in Holton, has been in continuous operations for approximately 140 years. It was found to be exceptionally clean and well-maintained, surpassing many facilities that are only five or six years old. The staff was noted as highly professional, contributing to the jail's sustained operation.

The current facility, while effectively used, is overcrowded and “grandfathered” into standards that would not be acceptable for a new facility (e.g., there is insufficient square footage per applicable standards, there are narrow doorways with limited handicap accessibility, etc.).

The largest proportion of individuals held are violent felons, aligning with public safety objectives. However, the number held for Violation of Conditional Release (VCR) or probation violations is unusually high compared to other jurisdictions.

The capacity of the jail was increased without adding physical space, which does not improve safety or management.

While the facility meets the state-required standards, the building's physical shortcomings are a concern for future planning.

The current jail's location in the southern part of the county is an artifact of an 1800s statute that required jails to be in the county seat, which was then the population center. After 150 years, population shifts have made the 1869 jail's location less than ideal. Moving the jail further north (e.g., to the Caribou-Presque Isle area) may increase bookings from northern police departments due to reduced travel times, which could potentially increase the size of the inmate population. Staffing would be a critical concern as a central location might attract more new hires but could also lead to the loss of experienced senior staff from Holton.

Probation / Programs

Pretrial screening usually occurs in the crowded booking area which is often affected by court sessions and medication passes.

Overcrowding in this area can cause delays and confidentiality issues during screenings.

Educational and rehabilitative offerings include mental health counseling, life skills classes, domestic violence advocacy, religious services, and law library access. Space limitations often result in cancellations or rescheduling, especially when rooms are used for court or emergency housing.

Facility limitations and space constraints include overcrowded booking area and insufficient space for mental health and substance use disorder (SUD) groups, which impact treatment and engagement. Detainees in withdrawal remain in the booking area due to lack of dedicated medical spaces.

High numbers of mentally ill and substance-abusing individuals are held in jail, often for extended periods awaiting trial. The use of Title 15 for competency assessments leads to prolonged jail stays, even for non-violent offenders, raising humanitarian and legal concerns.

There is a lack of alternative placements or community-based diversion programs for low-risk defendants, resulting in overreliance on detention.

There is a recognized need for alternative strategies to address systemic issues rather than simply

expanding jail capacity.

District Attorney's Office

The district attorney's office operates from three county locations: Caribou, Presque Isle, and Holton. The office handles approximately 3,500 individual docket numbers annually, which may include overlaps with different defendants typically comprising about 15% felony and 85% misdemeanor cases.

The Alternative Community Corrections Program (ACCCP) has expanded significantly over the last 5-10 years, with caseloads rising from 30 to 80-90. These individuals, who would otherwise be in jail, are managed in the community under specific conditions due to their heightened risk factors.

Decisions regarding violations of conditions of release (VCRs) involve both ADAs and ACCCP, depending on the specific circumstances. New criminal offenses prompt immediate action.

Maine operates under a unified criminal docket, meaning all misdemeanors and felonies are processed in a single criminal court with identical procedures and timelines. This contrasts with most other states, which typically employ bifurcated systems where lower-level misdemeanors are resolved more quickly in district or municipal courts. In Maine, a Class E offense like criminal speed or shoplifting is treated with the same timelines and discovery processes as a Class A robbery or murder.

Public Defender's Office

There has been a recent transition from a contract-counsel model to a salaried public defender system. A hybrid system now exists which means that contract counsel retains their roles while the new office handles cases based on capacity.

The public defender's office focuses on high-need cases (e.g., sexual assaults, aggravated offenses) that contract counsel often decline. The backlog of unrepresented defendants, once over 100, has dropped significantly, but case assignment challenges persist due to limited resources.

Multiple courthouses serve regions such as Holt, Fort Kent, Caribou, Prescott, and Mattawaska, each with unique schedules and capacities. Some jails (e.g., Holton) are remote from main court locations, affecting logistical efficiency and timely hearings. Defendants are sometimes held in remote jails while awaiting trial or bail hearings, which can create operational issues.

Seven-day reviews exist for defendants who do not post bail or lack counsel, but these reviews offer no real remedy for Sixth Amendment violations, and non-validated risk assessment tools, including score-based forms, are criticized for misaligning with justice and contributing to high bail amounts.

There is a statewide shortage of defense attorneys, especially in rural areas compared to urban centers like Portland. Case limits and quality standards have been implemented, but many attorneys decline new assignments once limits are reached, increasing strain. Defense practices have evolved to include more Zoom plea negotiations, which, while efficient, limit client interaction and access to evidence (e.g., in-person video review).

Local Law Enforcement

Law enforcement agencies now primarily process arrests by transporting individuals directly from the point of arrest to the county jail. Alternatives are used only during specific, rare circumstances (e.g., major snowstorms or road closures, where local holding facilities might temporarily detain individuals until transportation is possible).

If the jail were more centrally located, some law enforcement agencies anticipate transporting roughly double the current number of individuals.

Local holding facilities, such as Caribou PD, are no longer regularly utilized for temporary holding prior to county jail transport due to cost, but they do maintain in-house holding capabilities and may assist other agencies in special, short-term circumstances.

Special transport arrangements, such as the use of designated reserve officers, are employed by some agencies to reduce overtime costs and road time associated with long-distance transports.

Law enforcement officers apply consistent criteria in deciding whether to transport individuals directly to jail or use alternatives like issuing summons or bailing them out. Influencing factors include the severity of the offense, the operational cost and time sensitivity, as lengthy transport times to the distant facility incur significant overtime and road time, and situational considerations such as the offender's history, mental health, and substance abuse status.

Jail Tour

Despite being in continuous operation for approximately 140 years, the jail was remarkably clean. This is a testament to the staff. However, there are many areas that do not function efficiently due to a lack of proper space. The booking area, pictured below, is where new arrestees are processed into the facility. They are screened for acceptance, body scanned, administered and intoxylizer if needed, fingerprinted, photographed, dressed-in, classified for housing and medical/ mental health issues among other tasks. There is no barrier between the arrestee and the jail staff, creating potentially dangerous situations for the staff.

PHOTO 1. BOOKING



Files and supplies are stored wherever space can be found. Often, file cabinets are kept in utility chases. In addition to the clutter, this can also cause fire hazards and potential loss of vital records in the event of electrical or plumbing issues.

PHOTO 2. FILE STORAGE



Many of the control systems and panels are outdated. The light control panel pictured below is several decades old. When equipment breaks down in the jail, replacement parts often have to be custom-fabricated because they are no longer commercially available.

PHOTO 3. LIGHTING CONTROLS



Inmate living spaces, such as their cells and dayrooms pictured below, have exposed conduit for plumbing and radiant heat. There are also many instances of metal plates bolted to the ceilings after years of repair. These items present hazards for vandalism and contraband but are also potential ligature points which become life-safety issues.

PHOTO 4. HOUSING



PHOTO 5. DAYROOM



There is a lack of appropriate spaces for inmates with special needs that should be housed separately from the general population. This can include those with mental illness, health issues, and inmates needing protective custody. As a result, program spaces must often be used to house these individuals. This takes away the very limited program spaces from the remainder of the inmate population.

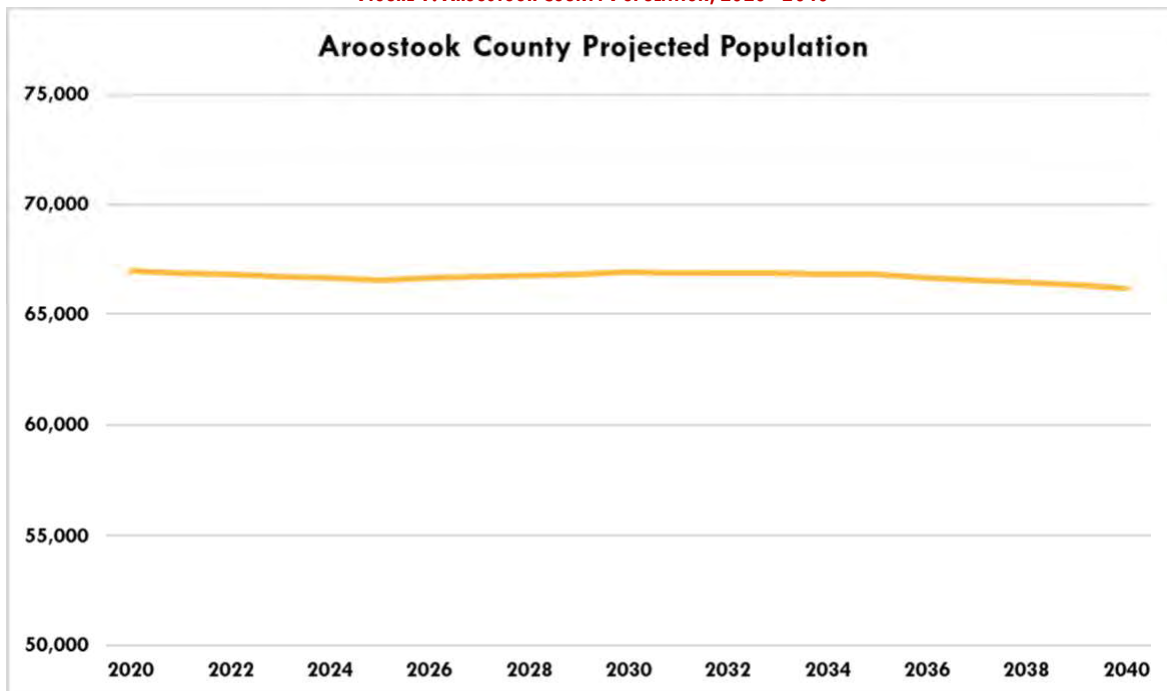
PHOTO 6. PROGRAM ROOM / TEMPORARY HOUSING



AROOSTOOK COUNTY POPULATION

To help set the context for the analysis, it is prudent to have a clear sense of the future population size of Aroostook County. To do this, the research team acquired data from the Maine Office of the State Economist¹. Generally speaking, population growth (or the opposite) has a somewhat muted impact on a given jail's population. For the most part, there is not a direct linear correlation between population growth and jail population forecasts. There simply is no set proportion of new citizens that can be calculated or translated into jail population numbers. However, in our experience, there is enough of an impact that population growth needs to be considered when building statistical forecasts of future jail population levels. Simply put, having more residents in a jurisdiction is expected to increase the number of arrests and bookings in that jurisdiction. The state data indicate that the county's population is expected to shrink by 1.1% between 2025 and 2040. It is fair to conclude that any future increase in the jail's population will not be driven by demographic factors. Figure 1 demonstrates the expected future size of the Aroostook County population.

FIGURE 1. AROOSTOOK COUNTY POPULATION, 2020 - 2040



It is prudent to reiterate that while the future population of the county is important to consider, there is not a direct relationship with the ultimate size of the jail facility. There simply is no one-to-one relationship between population growth and jail needs. While population growth does contribute to arrests and bookings, which impact the jail's future population, it is not at all the most important factor. In this case, the county population is not growing, and the evolving demography in Aroostook County is unlikely to be the culprit behind future increased arrests.

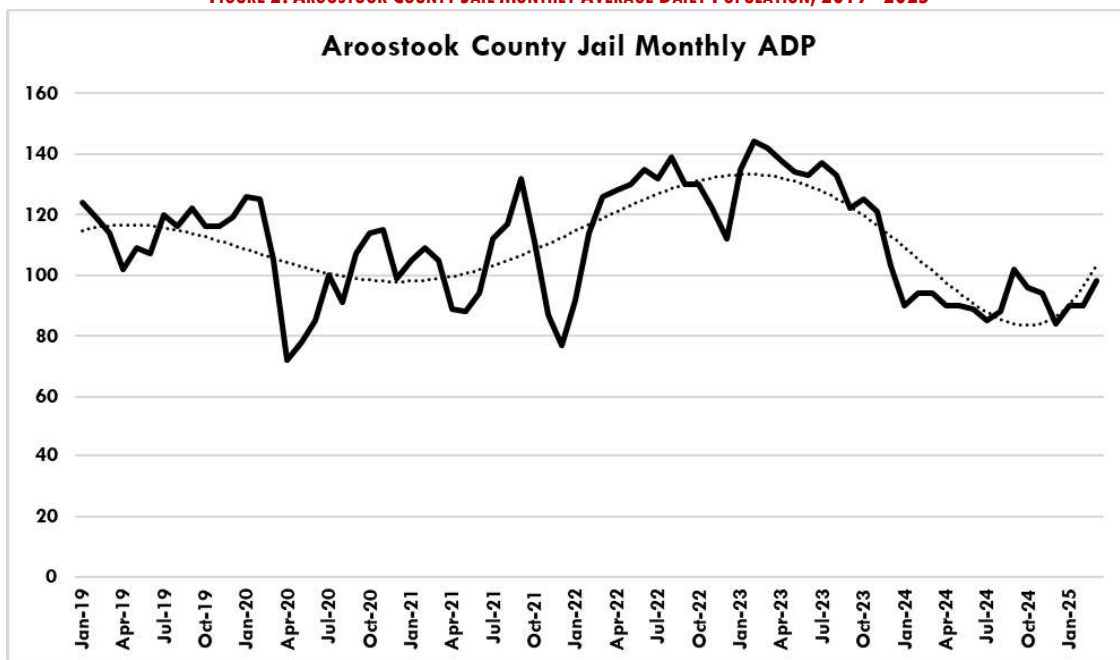
¹ <https://www.maine.gov/dafs/economist/demographic-projections>

AROOSTOOK COUNTY JAIL POPULATION ANALYSIS

The most prominent and important measures that impact the Aroostook County Jail population were employed in a comprehensive set of analyses such as bookings (the number of people booked into the facility), average daily population (ADP), average length of stay (ALOS, a measure of how long, on average, detainees stay in custody), arrest offenses, and a profile of the detainee population. To perform our jail population analysis, a significant set of data extractions from the Aroostook County Jail was obtained and analyzed. Our intention was to examine every charge for every person with a criminal matter between January 1, 2019, and March 31, 2025 along with demographic and release information.

The research team took the data provided and forensically reconstructed each day's population during the study's time frame. Figure 2 takes the daily data and rolls the time series up into months. The population is seasonal, with peaks and valleys corresponding to certain times of the year, something that is commonly seen across the country. There is a significant decrease in Spring 2020 due to the arrival of the COVID-19 pandemic, and a second significant decrease in late 2021/early 2022 that reflected a combination of factors, including weather. It is important to note that the population trend recovered extremely quickly from both of these decreases, which arguably reflects a shortage of beds needed for the system. Finally, in early 2024 a significant population decrease began which continues today, driven by enhanced system attention to case processing and jail population management efforts.

FIGURE 2. AROOSTOOK COUNTY JAIL MONTHLY AVERAGE DAILY POPULATION, 2019 - 2025



Commitments

All jail populations are determined by two factors: The number of people who are booked into the facility and how long those people stay (average length of stay, or ALOS). Figure 3 details the monthly number of commitments (expressed as a daily average in order to more accurately compare months of different lengths) into the jail. The number of bookings into the jail declined significantly in 2019, well ahead of the arrival of the first wave of COVID-19. After Spring 2020, the bookings trend never approaches the pre-COVID period, although it was slowly increasing until Fall 2024. The last 6 months of the data reflect a stable level of bookings that are about half of the pre-pandemic numbers and also 1 fewer person per

day booked into the jail.

FIGURE 3. MONTHLY COMMITMENTS, 2019 – 2025

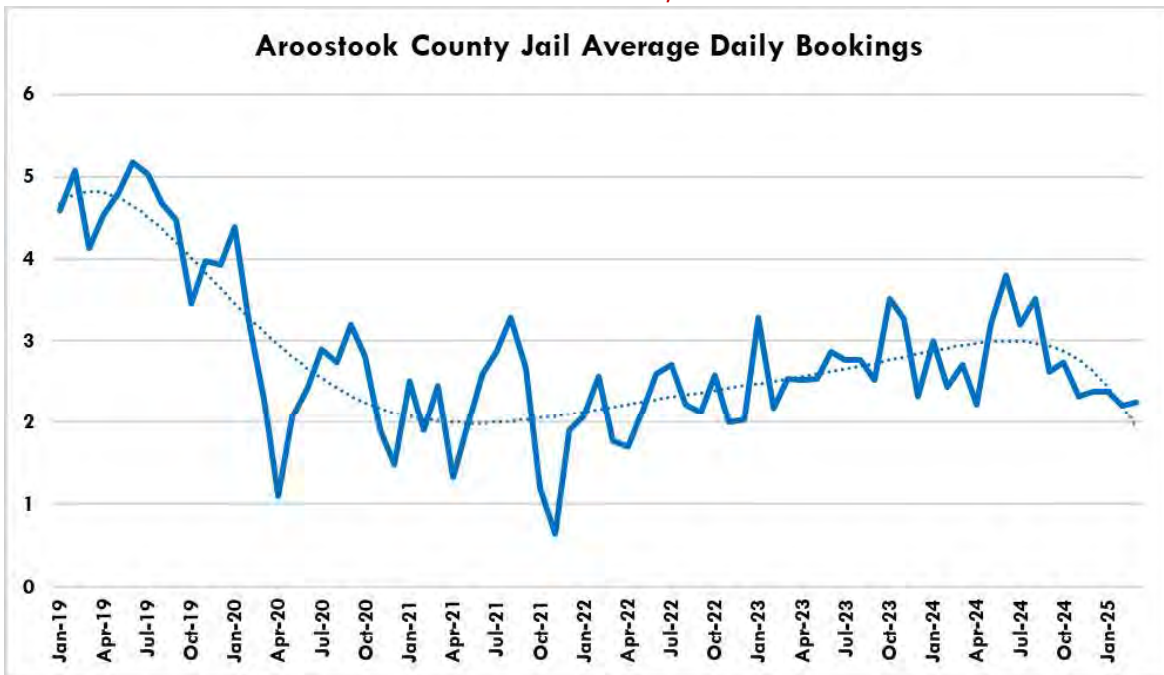


Figure 4 plots the ADP trend against the average daily booking trend. There is a moderate correlation through midyear 2023. At that point, however, the population begins to trend down while the bookings trend continues its uptick. Moreover, in midyear 2024, the trends swap their tendencies---bookings decrease a bit, while the population experiences some small gains by the end of our data in early 2025.

FIGURE 4. JAIL BOOKINGS vs. ADP, 2019 – 2025

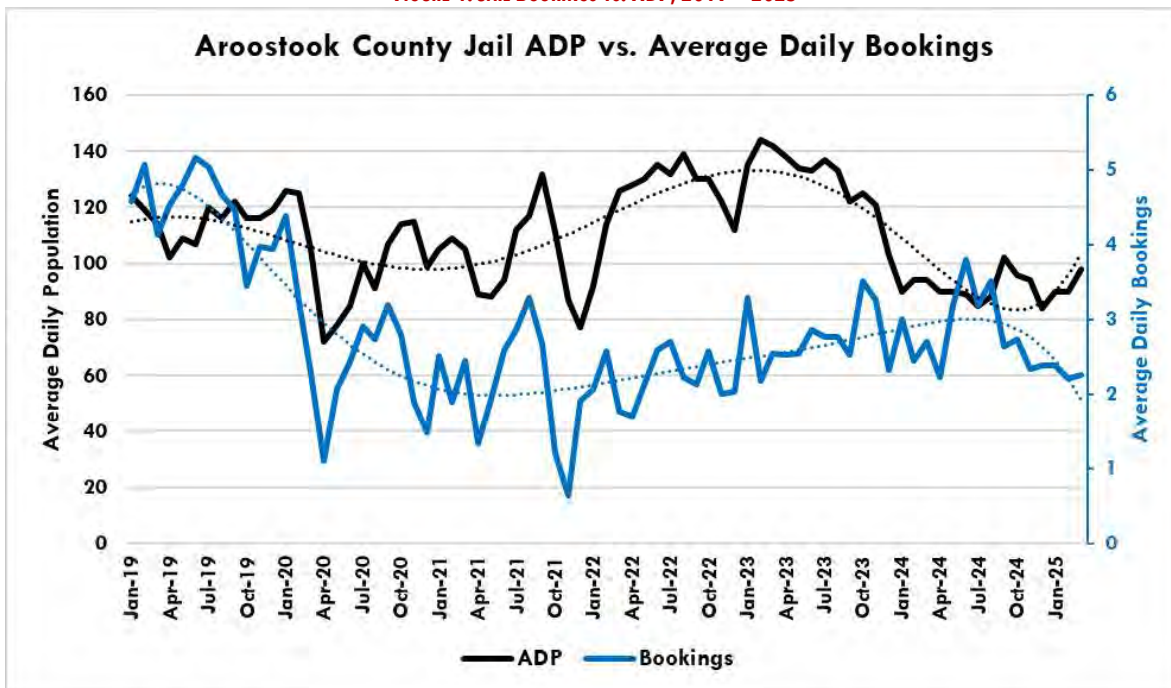
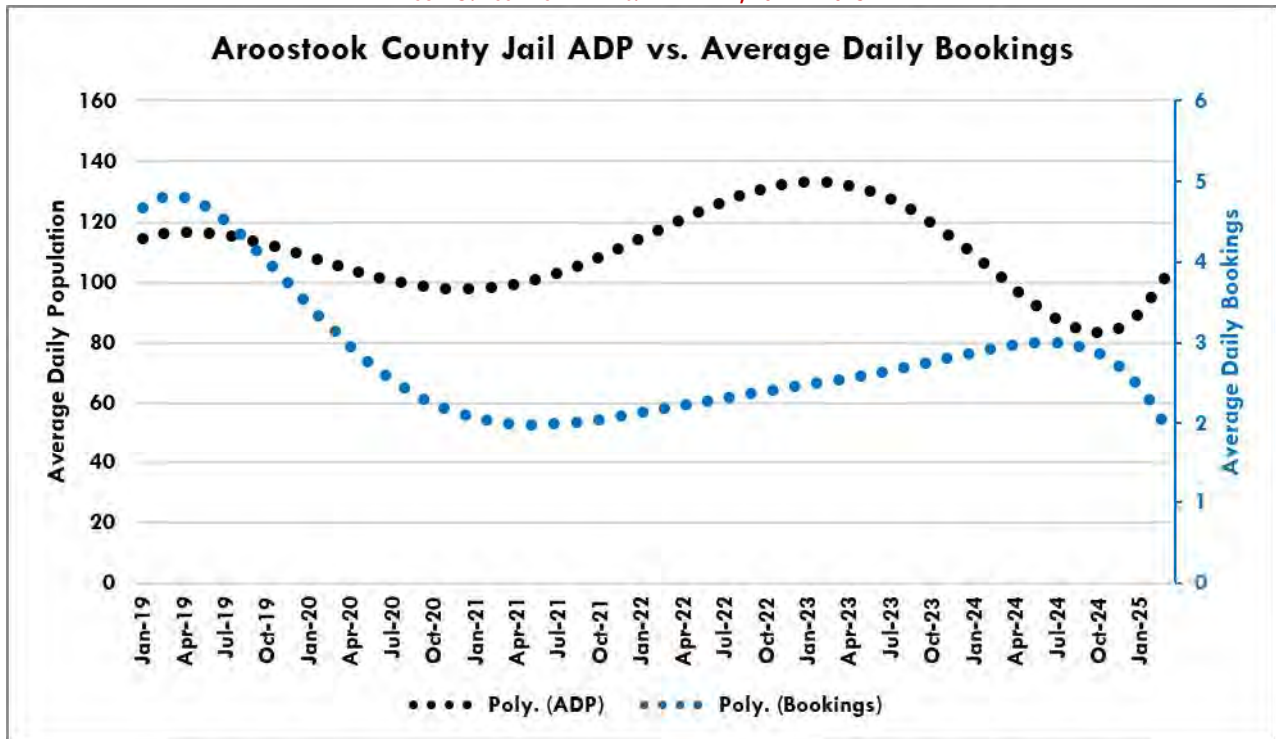


Figure 5 is the same chart, but removes the actual data from the graph, leaving only the polynomial trend

lines. By removing the noise from the graph, the relationship between bookings and the jail's ADP is much more evident. The key takeaway is that bookings alone aren't a very good predictor of the jail's population.

FIGURE 5. BOOKING TREND VS. ADP TREND, 2019 – 2025



Commitments By Charge

There are other aspects of bookings that ought to be explored. The research team also examined what the offense was that necessitated each intake during the period of our analysis. Because most people are booked with more than one offense, to make comprehending the nature of the offenses involved across the population easier, it is necessary to determine the most serious offense of each person. The data extracts produced by the Aroostook County Jail contained every single charge for every single person charged between 2019 and March 31, 2025. These extracts were analyzed, and the charge information was reclassified into multiple categories. This helped to construct a further reclassification to develop the most serious charge for each detainee. The categories used to make the final determination are (presented in order of seriousness):

- Violent
- Sex Offenses
- Offenses vs People
- Weapons
- Burglary
- Theft/Fraud
- Drugs
- Offenses Against the Administration of Government
- DUI
- Public Order
- Other
- Alcohol
- Traffic
- Supervision/Temporary Release Violation
- Hold/Writ

‘Offenses vs. People’ is defined as crimes such as neglect, endangerment, corruption of minors, harassment, etc.). ‘Offenses Against the Administration of Government’ is defined as crimes such as Failures to Appear in Court or Resisting Arrest. ‘Public Order’ offenses include things like Vandalism, Trespassing or Disorderly Conduct. Using the information collected from the large data extract, when a detainee has multiple charges, a primary charge category is assigned according to the priority listed above. The priority listing is premised on the most serious offense having the highest priority. For example, if an arrestee were charged with a DUI and a violent offense, the primary charge category for that person would be violent. In our algorithms, felony charges will always outweigh misdemeanor charges.

Table 1 breaks down the Aroostook County commitments by most serious charge and is sorted by their proportions of all intakes for 2025. To be clear, the numbers on the table reflect the daily number of intakes for each category such that the total at the bottom for 2025 shows an average of 2.57 intakes on a daily basis. We elected to include a comparison column between 2025 and 2022 to highlight recent post-COVID trends. Individuals with a Violation of Community Release (VCR) were the most commonly booked group, representing an 80% increase. The ‘Offensive vs Government Misdemeanor’ category also more than doubled in the first quarter of 2025. It is important to note that the number of individuals charged with violent felonies were cut in half, and currently constitute the lowest number in the time span of our data. The takeaway is that more people are coming to the jail due to some form of a process violation, while selected charge groups are experiencing decreases.

TABLE 1. DAILY AVERAGE BOOKINGS BY MOST SERIOUS CHARGE, 2019 – 2025

	2019	2020	2021	2022	2023	2024	2025	Delta From 2022
VCR	0.36	0.16	0.16	0.17	0.27	0.28	0.31	80.2%
Offenses vs People Misd	0.49	0.39	0.34	0.37	0.41	0.32	0.30	-18.3%
Offenses vs Government Misd	0.59	0.23	0.15	0.09	0.21	0.22	0.23	158.1%
Probation Violation	0.30	0.15	0.10	0.15	0.21	0.18	0.23	52.1%
Drugs Felony	0.40	0.23	0.22	0.14	0.27	0.25	0.16	11.3%
Offenses vs Government Felony	0.20	0.10	0.13	0.12	0.18	0.19	0.16	29.0%
Violent Felony	0.22	0.16	0.16	0.25	0.19	0.17	0.12	-50.4%
DUI Misd	0.25	0.14	0.05	0.06	0.10	0.13	0.11	93.1%
Offenses vs People Felony	0.19	0.21	0.20	0.21	0.17	0.18	0.10	-51.3%
Burglary Felony	0.12	0.06	0.06	0.08	0.07	0.10	0.09	8.1%
Theft/Fraud Felony	0.18	0.10	0.14	0.14	0.16	0.18	0.09	-35.1%
Theft/Fraud Misd	0.13	0.06	0.05	0.04	0.07	0.08	0.09	116.3%
Everything Else	1.04	0.55	0.36	0.41	0.48	0.57	0.58	42.5%
Total	4.48	2.55	2.12	2.22	2.77	2.85	2.57	15.7%

Table 2 depicts the results of an analysis of people who were booked into the jail but then ended up being rebooked into the jail on a future date. To interpret the table, for 2019 there were 1,635 total bookings into the jail involving 1,061 people. During the next 3 years, 540 people returned to jail at least one time, resulting in a 3-year recidivism rate of 50.9%. The right side of the table is not bound by the 3-year limit and reflects the full timespan of our data extract. This would explain the higher ‘all-time’ rate for rearrests (59.4%). The analysis made no attempt to discern whether a given person was returning to the jail on a new matter or a previous matter.

TABLE 2. AROOSTOOK COUNTY REARREST ANALYSIS, 2019 – 2025

Year	Total Bookings	People Booked	People Returned Within 3 Years	3-Year Return Rate	People Returned All time	All Time Return Rate
2019	1635	1061	540	50.9%	630	59.4%
2020	934	712	348	48.9%	414	58.1%
2021	772	616	327	53.1%	366	59.4%
2022	810	677	339	50.1%	339	50.1%
2023	1010	784	---	---	363	46.3%
2024	1044	767	---	---	256	33.4%
2025	231	206	---	---	24	11.7%

In areas that have a prominent pretrial or community release process, there tends to be significant debate about the effectiveness of the process, particularly regarding reoffense/rearrest. We lacked the necessary data to evaluate the rearrest rate for all people who were placed on community release. However, we could examine the rearrest rates for people who had been booked into the jail in connection to a community release violation (VCR) charge (Table 3, below). We note higher rearrest rates on both the 3-year and all-time measures in 2019, but in no other year. We further note that people who were booked in 2019 but were not charged with a VCR have a much lower rearrest rate of 23%.

TABLE 3. AROOSTOOK COUNTY REARREST ANALYSIS FOR PEOPLE CHARGED WITH A VCR, 2019 – 2025

Year	Total Bookings	People Booked	People Returned Within 3 Years	3-Year Return Rate	People Returned All time	All Time Return Rate
2019	719	487	263	54.0%	311	63.9%
2020	429	342	162	47.4%	193	56.4%
2021	370	295	151	51.2%	166	56.3%
2022	442	378	178	47.1%	178	47.1%
2023	488	377	---	---	169	44.8%
2024	519	387	---	---	129	33.3%
2025	92	76	---	---	15	19.7%

Average Length of Stay

In addition to commitments, the other predictor of a facility’s population is average length of stay (ALOS). ALOS is calculated by taking the average (mean) of how long everyone released during a given time period actually stayed in custody. In addition, for some analyses, it may be prudent to calculate the median of the lengths of stay for all people released during that time period. Generally speaking, if a facility’s ALOS increases, this will often result in an increase in the facility’s population, unless commitments decrease to a point where the population stays the same or decreases. The reverse also holds true. A declining ALOS may result in decreases in a facility’s population, assuming that commitments don’t increase at the same time to hold the population steady.

Figure 6 below reflects the monthly mean ALOS in days for the Aroostook County Jail between 2019 and the end of March 2025. As a response to the pandemic, the criminal justice system (like many systems across the country) released as many people from custody as possible to try to reduce populations in an attempt to minimize the health risk within the facility, resulting in more dynamic behavior of the ALOS time series. The ALOS time series becomes a lot more dynamic after the pandemic. However, the big spike in

the time series occurs in November 2021, with a massive increase in ALOS. Keep in mind that our calculation is an average of all of the lengths of stays for everyone released in a given time period. In this case, there were multiple transfers to Maine State Prison on November 24, 2021 involving several long-staying inmates. This skyrocketed our ALOS measure for that month.

FIGURE 6. AROOSTOOK COUNTY JAIL ALOS (DAYS), 2019 – 2025

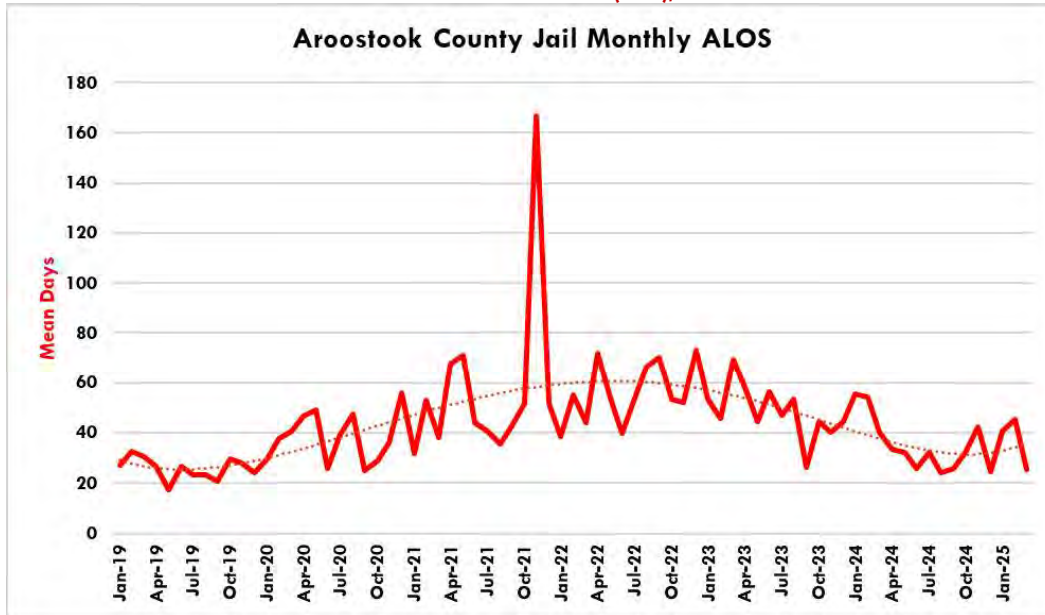
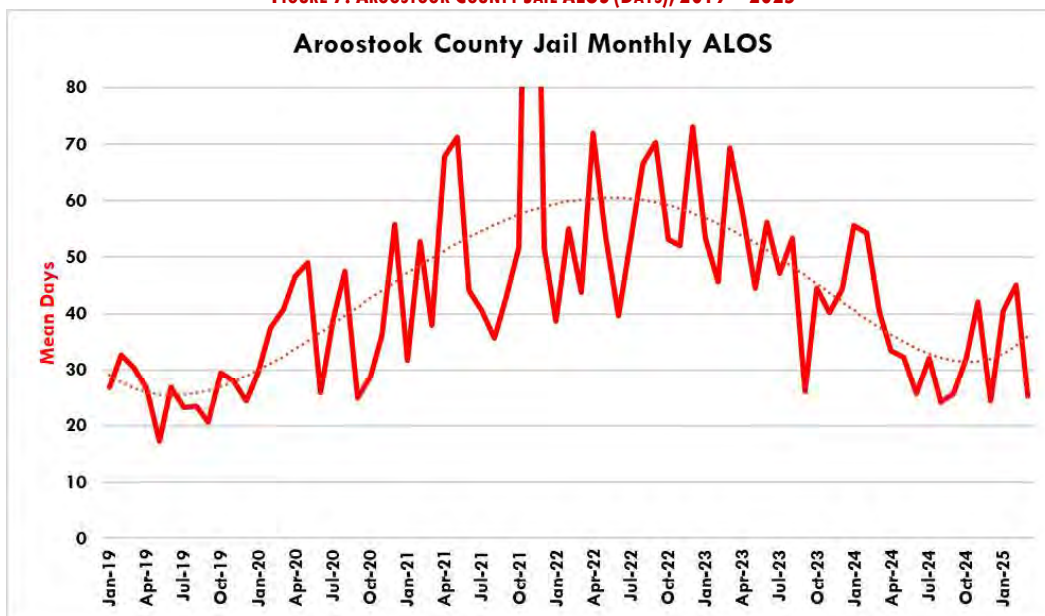


Figure 7 contains the same data series, but puts a cap on the Y-axis of 80 days. This alteration allows us to see the significant ALOS reductions in 2024 and 2025. The ALOS in 2024 represented a 26% decrease from 2023, and the 2025 YTD ALOS is only slightly higher than 2024.

FIGURE 7. AROOSTOOK COUNTY JAIL ALOS (DAYS), 2019 – 2025



Much like Figures 4 and 5, which compared ADP to bookings, Figures 8 and 9 plot the facility ADP against the mean ALOS. We do not see a significant relationship until 2021. Bookings and ALOS in combination

helped drive the jail population until, say, 2022. A reduction in ALOS that commenced in late 2022 offset the increase in bookings and ultimately translated into a later reduction of the facility's population. The statistical relationship between ADP and ALOS in the last several years is very strong.

FIGURE 8. AROOSTOOK COUNTY JAIL ADP vs. ALOS, 2019 – 2025

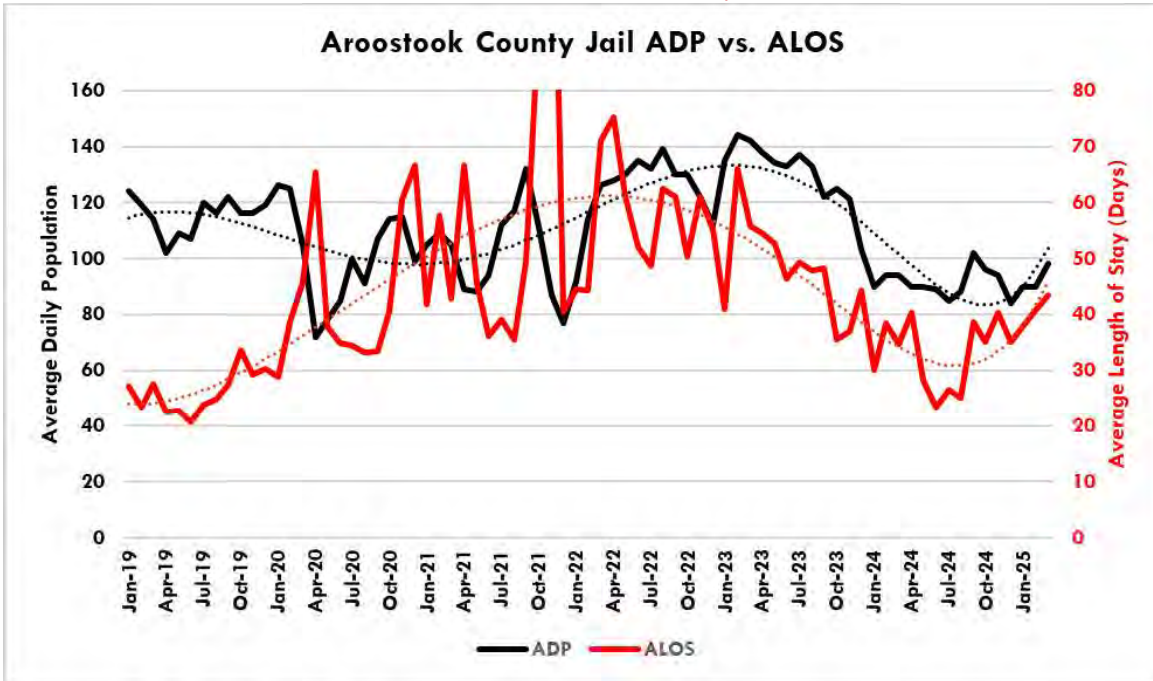


FIGURE 9. AROOSTOOK COUNTY JAIL ADP TREND vs. ALOS TREND, 2019 – 2025

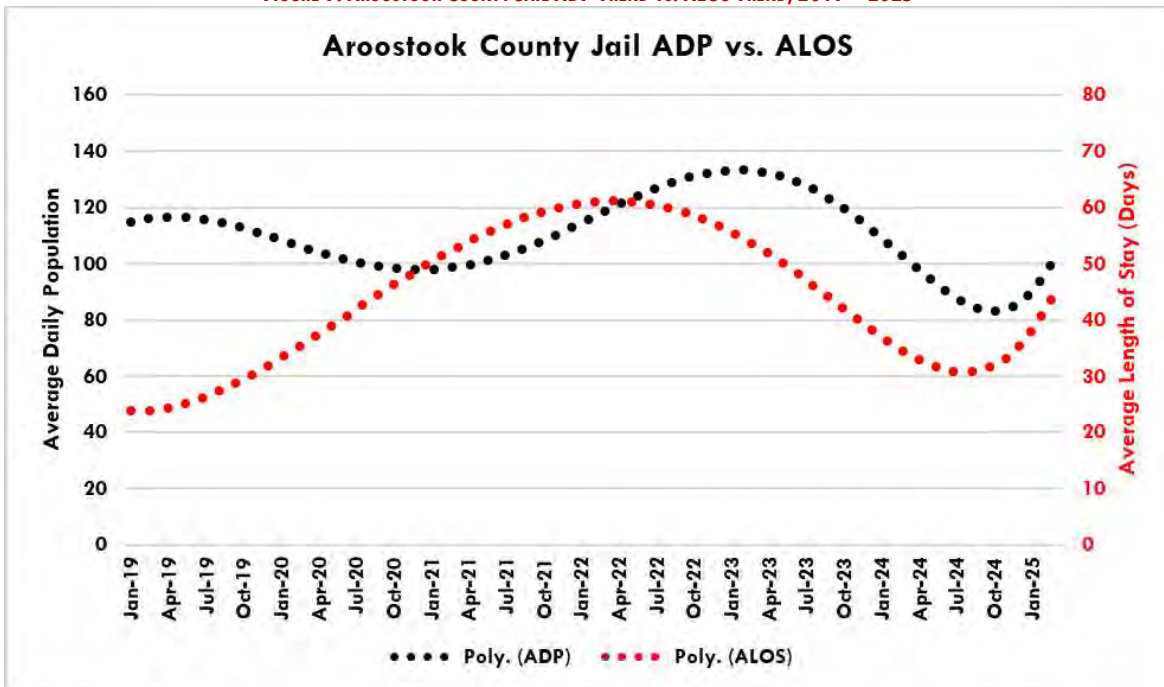


Figure 10 presents the monthly median ALOS for the Aroostook County Jail. In many instances, the median is an excellent measure of the central tendency of a jail's length of stay patterns because it can avoid the impact of outlying values. However, in this situation, the median is incredibly dynamic after 2020 (due principally to the relatively small number of releases), and the overall takeaway is that the trend roughly mirrors that of the mean. The lower level after late 2023 is somewhat stable and matches up with some of the other measures, although we see an increase in 2025 YTD that matches what is seen in the mean LOS trend.

FIGURE 10. AROOSTOOK COUNTY JAIL MEDIAN LOS (DAYS), 2019 – 2025

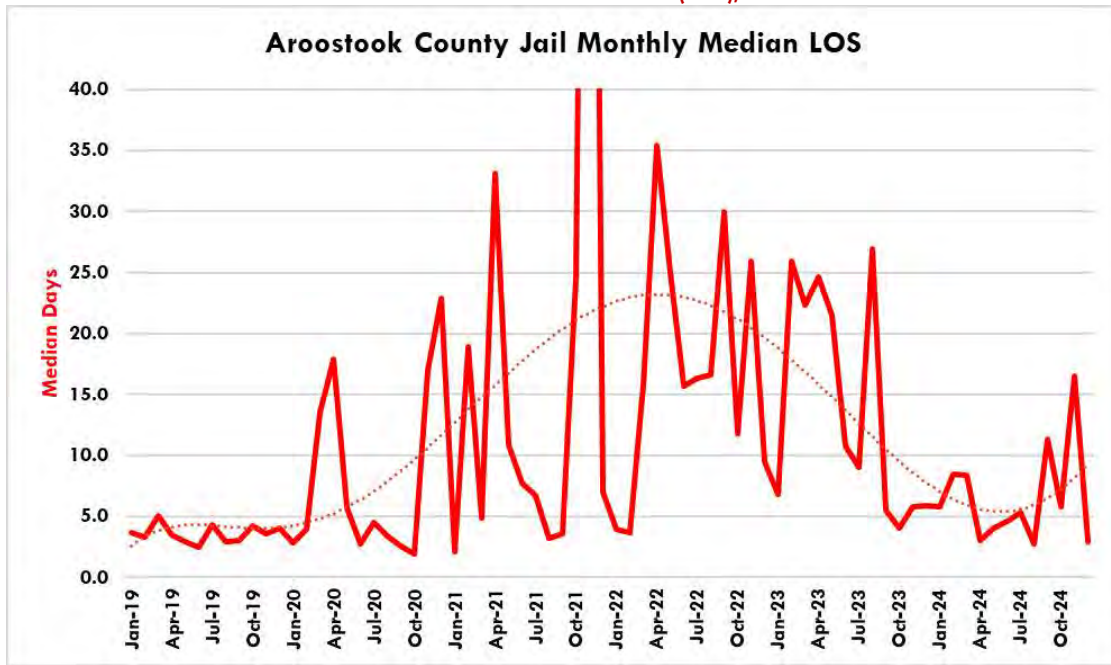


Table 4 provides the annual mean ALOS numbers for each year of the analysis by gender. As expected, female ALOS is lower than male ALOS across time and roughly experiences the same patterns of increase and decrease. The critical lesson of the table is that ALOS was significantly reduced beginning in 2023, helping hold the population in check.

TABLE 4. AROOSTOOK COUNTY ALOS IN DAYS, 2019 – 2025

Year	Female ALOS	Male ALOS	Total	% Change
2019	16.1	28.6	25.7	
2020	25.0	40.4	37.2	45%
2021	26.8	58.5	52.6	41%
2022	36.0	61.8	56.2	7%
2023	36.5	52.1	48.6	-14%
2024	24.6	37.7	34.8	-28%
2025	14.4	42.1	36.2	4%

Table 5 provides the ALOS in days by each person's most serious charge category over time. The table is sorted by the population proportions for each charge category. There are noteworthy reductions in ALOS for most of the charge categories. The second-largest decrease was a nearly 86% reduction for violent

felony cases. This may perhaps be an artifact of a lack of releases to the Maine Department of Corrections and/or it may be an impact of some of the case management work that has been undertaken by the judiciary. At any rate, the decrease in ALOS is a nearly universal phenomenon that has helped keep the jail's population in check.

TABLE 5. AROOSTOOK COUNTY ALOS (IN DAYS) BY MOST SERIOUS CHARGE, 2019 – 2025

	2019	2020	2021	2022	2023	2024	2025	Delta From 2022
Violent Felony	31.0	64.5	123.4	127.4	109.9	61.4	18.4	-85.5%
VCR	14.6	31.3	38.5	53.7	27.4	27.5	53.0	-1.4%
Probation Violation	41.5	58.2	75.5	47.2	53.8	49.9	53.0	12.3%
Drugs Felony	24.7	63.0	75.7	82.6	63.4	45.9	78.4	-5.0%
Offenses vs People Misd	12.3	19.3	21.3	27.5	23.6	21.9	22.0	-20.0%
Offenses vs People Felony	23.7	46.2	72.1	59.6	86.6	47.4	11.6	-80.6%
Burglary Felony	33.0	59.3	67.2	66.8	64.7	45.4	99.7	49.3%
Theft/Fraud Felony	32.5	54.4	42.9	74.0	61.8	35.6	53.4	-27.9%
Sex Offense Felony	40.4	16.0	17.3	82.4	66.5	92.3	1.9	-97.7%
Offenses vs Government Misd	8.0	14.5	13.3	27.0	20.1	16.7	6.4	-76.2%
Weapons Felony	15.2	65.6	130.4	68.8	82.5	12.7	57.7	-16.2%
Drugs Misd	14.9	31.2	17.2	65.0	36.7	24.0	21.7	-66.6%
Total	25.7	37.2	52.6	56.2	48.6	34.8	36.2	-35.6%

Average Daily Population Characteristics

Our data reconstruction made it possible to look at the facility's ADP by a variety of demographic factors. Figures 11 and 12 below give the ADP proportion broken down by gender between 2019 and 2025. The proportion of females in the population seemingly varies from year to year without much indication of a trend. The current proportion is lower than in recent years. We are seeing growth in female populations in county jails across the country, a factor that we take into account in selected forecasts. The monthly time series presented in Figure 12 demonstrates that variations in the female population are associated with variations in the male population.

FIGURE 11. ANNUAL JAIL POPULATION BY GENDER, 2019 – 2025

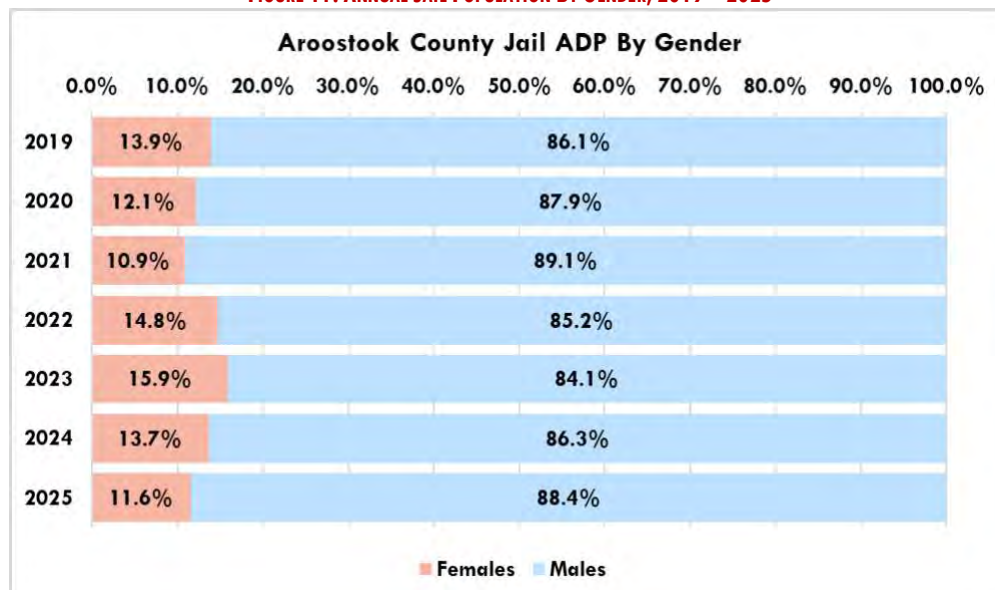


FIGURE 12. MONTHLY JAIL POPULATION BY GENDER, 2019 – 2025

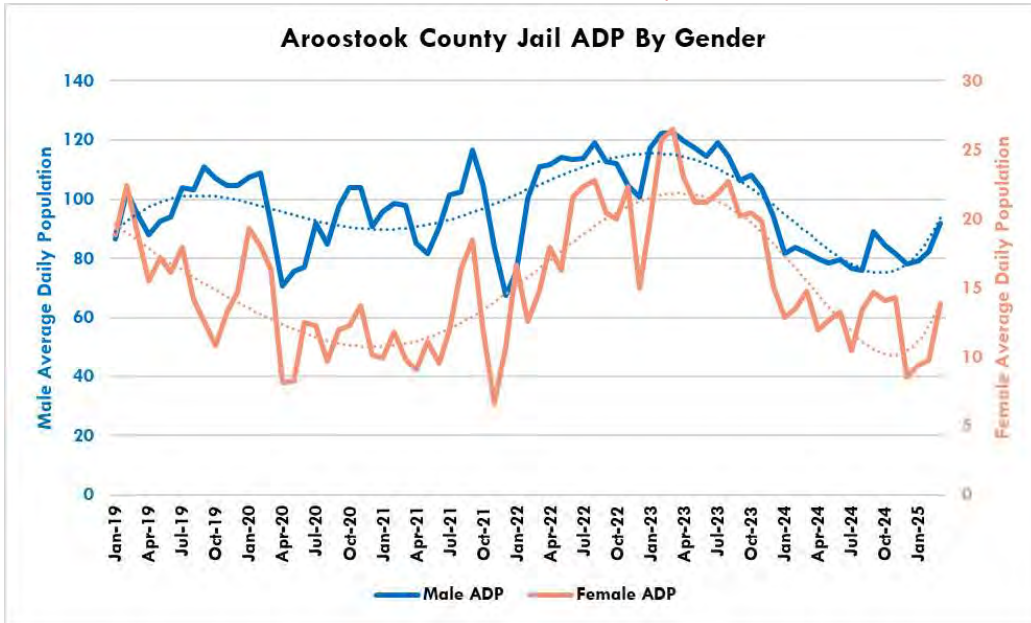


Figure 13 relates the annual ADP by age cohort. Nationwide, we are measuring relative declines in the group of detainees who are in their 20s, with increases in the proportion of detainees in their 30s and 40s. The Aroostook County trends tend to follow this pattern. As the county population itself ages, there are proportionally fewer people in their 20s and 30s than in the past. Similarly, the jail population is showing decreases in the 20s and 30s cohorts, although the decrease for the 30s cohort has some variation. The groups of inmates who are in their 40s, 50s, and above have all gained in terms of their proportion of the population.

FIGURE 13. ANNUAL JAIL POPULATION BY AGE GROUP, 2019 – 2025

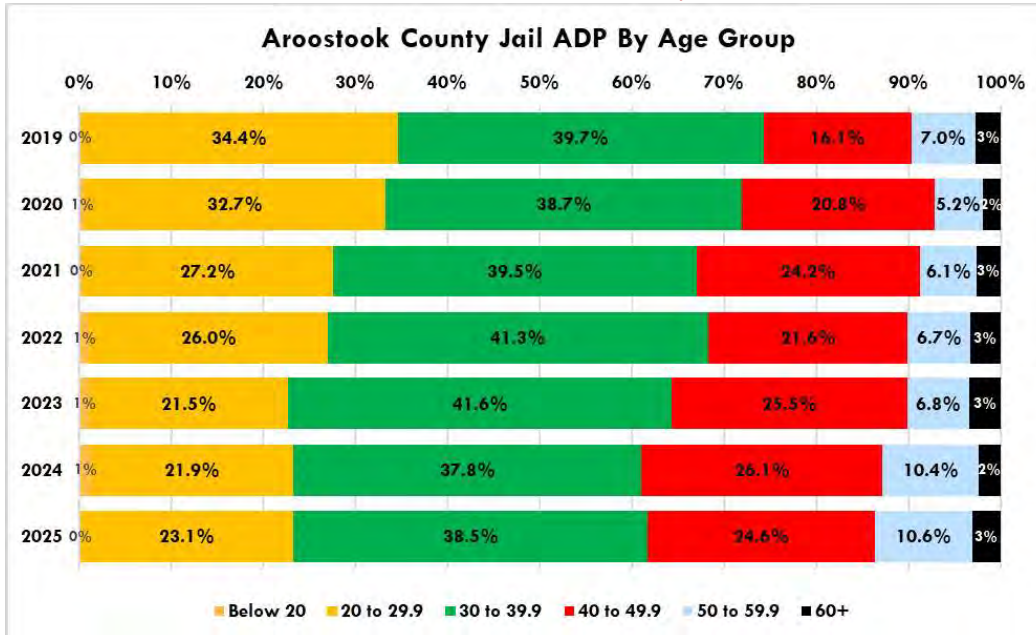


Figure 14 presents the age group data by month. Note how the 40s cohort has caught up with the 20s

cohort and, for periods, exceeds it. If current trends continue, the 40s cohort will become the largest segment of the jail's population in a few years. These age group shifts have implications for the jail's operations, as well as growth projections. If the base of people who tend to comprise the jail's population continue to shift older without replacement, in the very long-term, the jail's population may actually shrink from current levels.

FIGURE 14. MONTHLY JAIL POPULATION BY AGE GROUP, 2019 – 2025

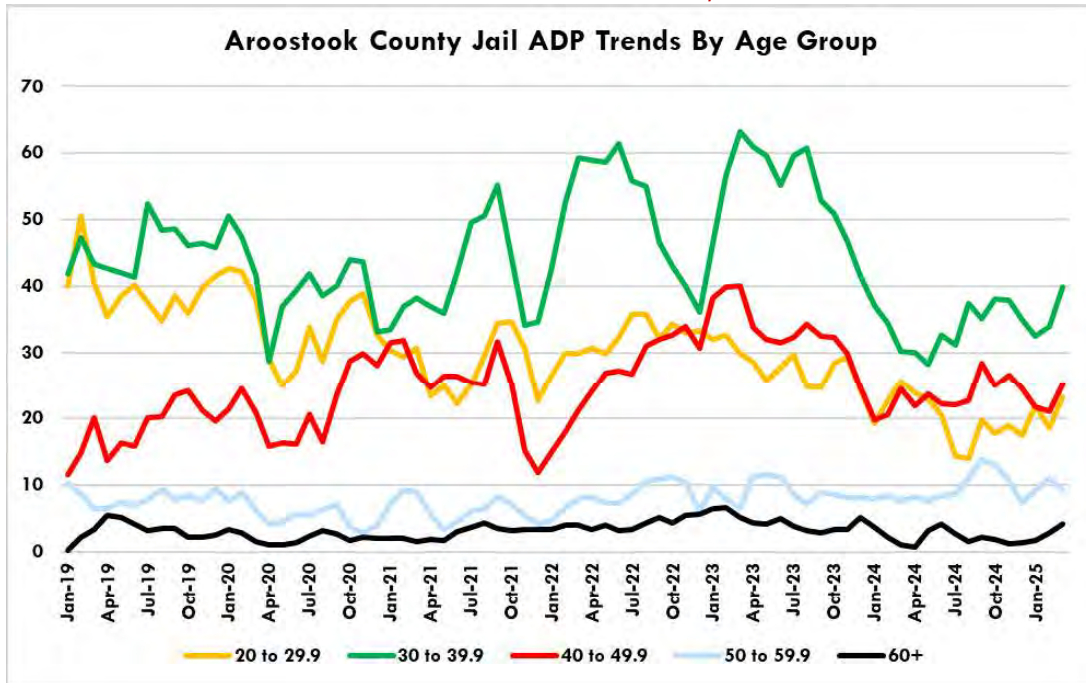
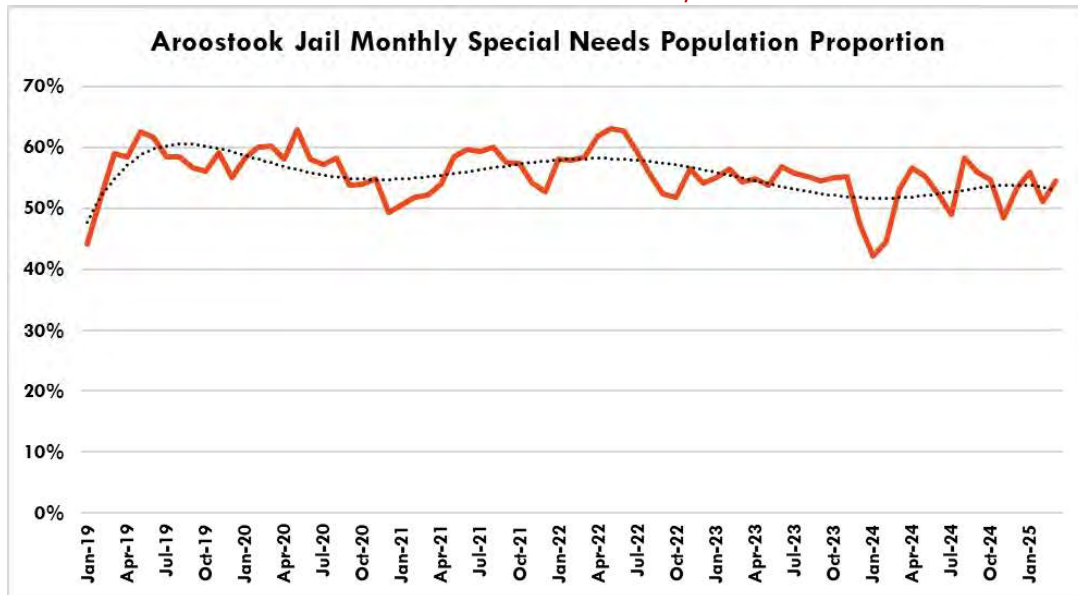


FIGURE 15. MONTHLY SPECIAL NEEDS POPULATION, 2019 – 2025



The Aroostook County Sheriff's Office provided the research team with the list of individuals who had received a special management housing assignment. We applied that information to our population reconstruction in Figure 15 above. To be clear, this is an estimate of the proportion of individuals in the

ADP who have a mental health issue, but it does not speak at all to acuity. In reality, individuals may go to special housing and then stabilize and return to the general population. The proportions presented by the chart are not a measurement of the number of individuals who have an active acute serious mental illness. At any one time, about 10% of the jail's population are assigned to the special management locations and are often exhibiting symptoms of serious mental illness. The overall proportion of people (roughly 50%) with mental health issues in our analysis is in line with what we are measuring in other jails.

The special needs population was also examined in terms of rearrest patterns. The rearrest rates for people arrested in 2021 and 2022 are a bit higher than for the overall population, which is in line with the findings of similar studies.

TABLE 6. SPECIAL NEEDS POPULATION REARREST RATES, 2019 - 2025

Year	Total Bookings	People Booked	People Returned Within 3 Years	3-Year Return Rate	People Returned All time	All Time Return Rate
2019	987	626	329	52.6%	380	60.7%
2020	556	421	212	50.4%	262	62.2%
2021	438	340	191	56.2%	207	60.9%
2022	449	359	202	56.3%	207	57.7%
2023	512	395	---	---	198	50.1%
2024	529	385	---	---	142	36.9%
2025	128	112	---	---	16	14.3%

As with bookings and ALOS, the most serious charge analysis was extended to the ADP in Table 7, sorted by the 2025 population proportion. We see a pronounced change from the most serious offense table for bookings. Violent felons constitute the largest portion of the population, followed by VCRs and probation violations. The jail is holding a fairly serious population, with felony-charged individuals composing the decided majority. Given the reductions in length of stay it is not surprising to see a slight reduction in the violent felon population in 2025 as compared to 2022. Meanwhile, we see increases during that time for the VCRs and probation violation populations, something we also note in Figure 16. These populations tend to be a bit more discretionary on the part of the system, and are an important topic for monitoring and consideration by the stakeholders as time passes.

TABLE 7. AVERAGE DAILY POPULATION BY MOST SERIOUS OFFENSE, 2019 - 2025

	2019	2020	2021	2022	2023	2024	2025	Delta From 2022
Violent Felony	27.9	19.7	20.5	27.8	24.5	13.6	26.8	-3.4%
VCR	7.0	4.6	8.2	6.4	8.1	8.5	9.6	50.0%
Probation Violation	12.4	9.7	6.7	7.4	12.1	8.7	8.6	16.1%
Drugs Felony	12.1	18.2	13.6	13.5	16.9	10.4	8.4	-37.7%
Offenses vs People Misd	6.9	7.9	6.8	10.2	10.0	5.9	5.5	-45.8%
Offenses vs People Felony	7.1	9.6	13.2	14.8	12.7	8.4	4.1	-72.2%
Burglary Felony	4.6	3.3	3.9	5.8	4.2	5.0	4.1	-29.0%
Theft/Fraud Felony	6.8	5.4	6.4	10.8	9.2	6.1	3.6	-66.7%
Offenses vs Government Felony	4.9	6.1	6.5	6.8	7.8	7.2	3.5	-49.1%
Theft/Fraud Misd	2.1	1.6	0.5	1.6	2.5	0.9	3.3	108.0%
Sex Offense Felony	1.1	0.5	1.1	3.9	6.5	2.0	1.9	-52.3%
Offenses vs Government Misd	5.5	3.0	1.7	2.6	4.6	3.3	1.7	-32.7%
Weapons Felony	1.5	4.2	3.6	2.4	1.5	0.9	1.7	-29.1%
Drugs Misd	2.5	1.9	1.6	2.0	1.5	1.4	0.7	-63.9%
Everything Else	12.3	9.1	9.5	7.4	8.9	7.4	8.7	17.6%
Total	114.7	104.8	103.7	123.1	131.0	89.8	92.2	-25.1%

FIGURE 16. MONTHLY VCR/VOP POPULATION, 2019 – 2025

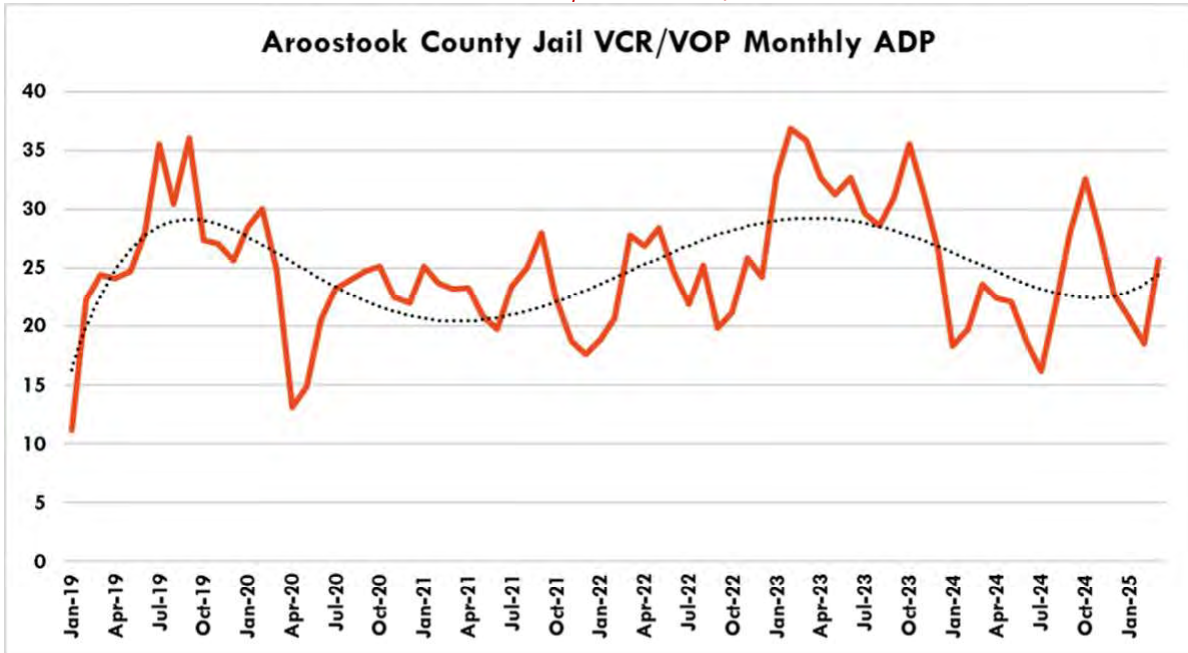
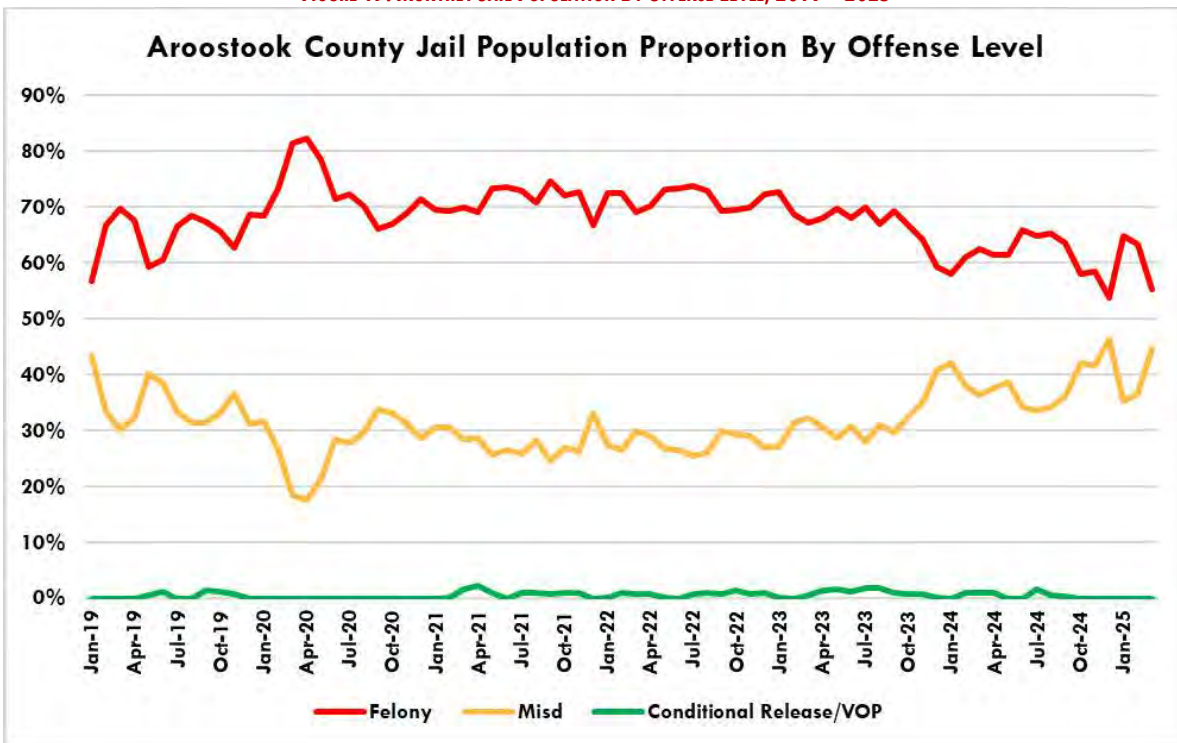


Figure 17 shows the population reconstruction by charge level. There is a small decrease in the proportion of felony-charged individuals in the last 18 months, coinciding almost exactly with the start of the case management efforts of the judiciary. The apparent reduction in case processing time for the felony cases has resulted in a decline in the proportion of the felony-charged individuals, which is also supported by what the LOS by charge numbers indicate.

FIGURE 17. MONTHLY JAIL POPULATION BY OFFENSE LEVEL, 2019 – 2025



An update of the extracts from the jail was transferred to the project team on April 2, 2025. This allowed us to assess the current population that day (Figure 18). During that date, 102 people were held. One of the key indicators that the research team looks for in terms of the efficiency of the criminal justice system is the proportion of 'long-stay' inmates (generally, people who are staying in custody for over a year). Systems which are troubled tend to have long stay inmates comprise 10% or more of their jail's population. In this case, there were only 2 people on that date who had been held over a year. The other time proportions were also positive. The conclusion that should be drawn is that, from all appearances, the system is doing an acceptable job of processing cases and people.

FIGURE 18. APRIL 2, 2025 POPULATION BY CUSTODY LENGTH

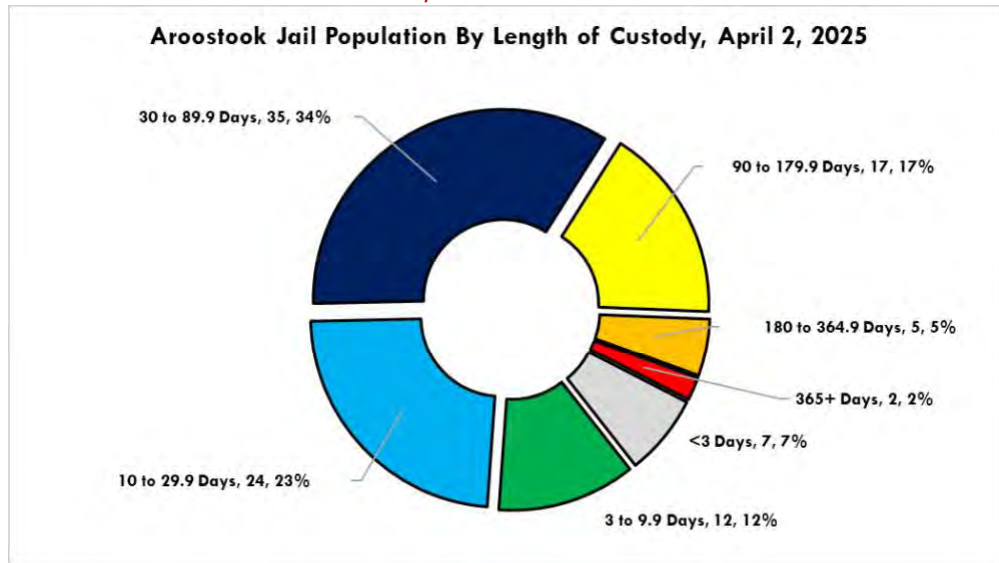


Table 8 provides an overall summary of the Aroostook County Jail ADP, bookings, and ALOS between 2019 and 2025. The population of the facility has decreased 22% since 2019, due to a 36% reduction in bookings. The booking decline is somewhat blunted by a 35% increase in ALOS since that time. A more important lesson lies in the 2024-2025 numbers. The population has declined thanks to a reduction in ALOS as well as a recent reduction in bookings. Managing ALOS in the future will be a critical mission for the Aroostook County criminal justice system.

TABLE 8. ADP, ALOS, & BOOKINGS, 2019 – 2024

Year	ADP	Average Daily Bookings	Mean ALOS	Median LOS
2019	114.7	4.3	25.7	3.5
2020	104.8	2.5	37.2	4.3
2021	103.7	2.0	52.6	8.9
2022	123.1	2.1	56.2	16.5
2023	131.0	2.7	48.6	11.7
2024	89.8	2.7	34.8	5.0
2025	92.2	2.3	36.2	4.9
Delta vs. 2019	-22%	-36%	35%	44%
Delta vs. 2024	3%	-17%	4%	-3%

Finally, Figures 19 and 20 summarize the major jail population factors in single depictions. The Aroostook County Jail population story is that both admissions and ALOS are critical factors impacting the population

level. A post-pandemic booking decrease and a consonant increase in ALOS (due to an increase in serious cases) led to significant population growth in 2022 and 2023. However, a stabilization and a reduction in bookings during 2024 and the start of 2025, coupled with a decline in ALOS starting in late 2023 have served to reduce the population to more manageable levels.

FIGURE 19. JAIL ADP, BOOKINGS, AND ALOS, 2019 - 2025

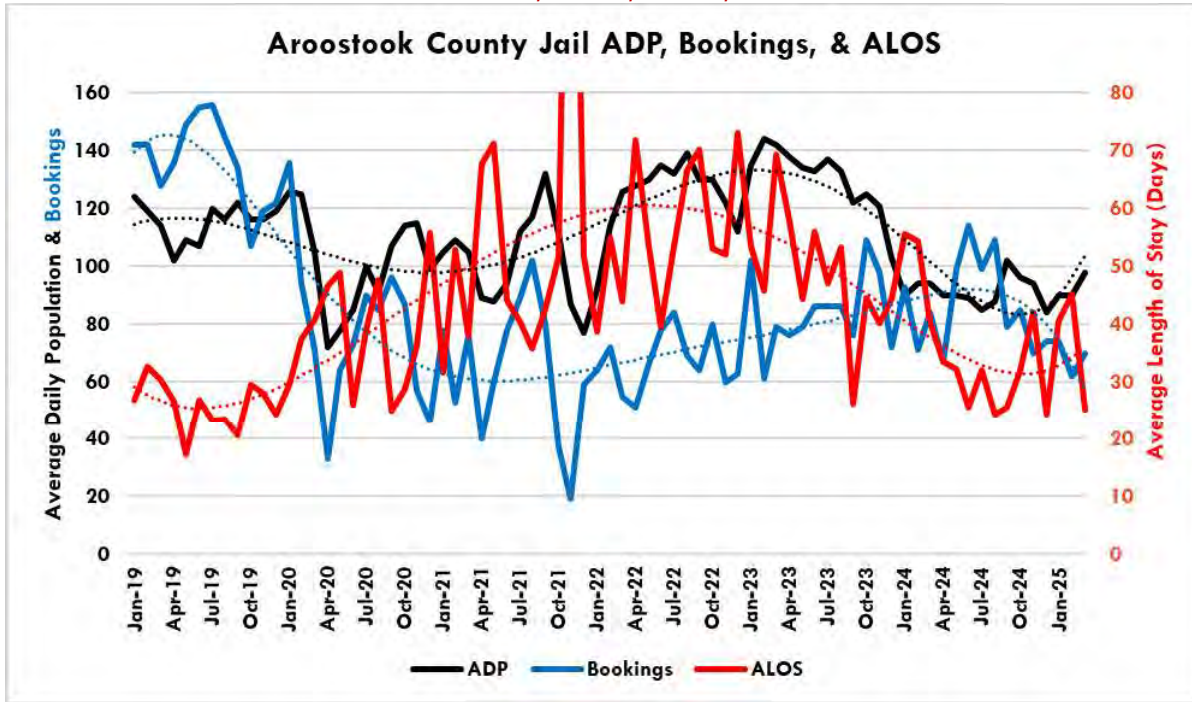
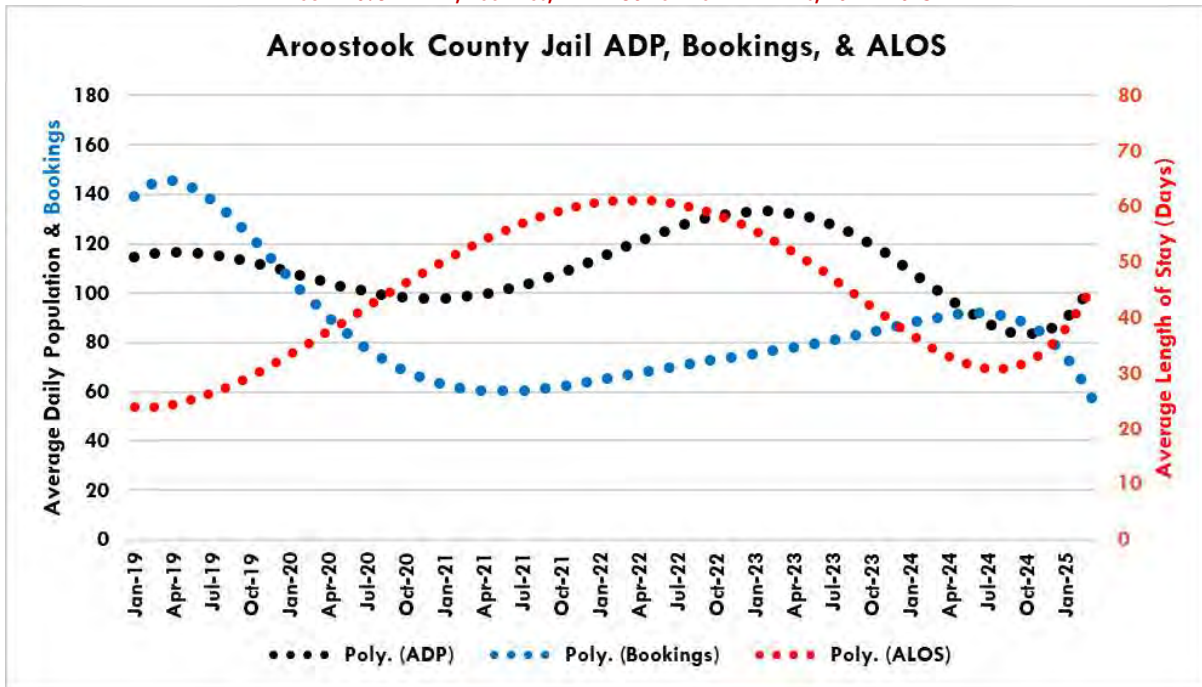


FIGURE 20. JAIL ADP, BOOKINGS, AND ALOS POLYNOMIAL TRENDS, 2019 - 2025



JAIL POTENTIAL LOCATION ANALYSIS

An important issue for Aroostook County stakeholders to consider is the location of a new jail facility, if one will indeed be built. The current location in Houlton is located well to the south side of the county's geographic population center. In our discussions with law enforcement agencies, the distance to the jail can constitute a burden, resulting in significant periods of time during which deputies are on the highway transporting arrestees to the jail. In addition, there were indications from some agencies located to the north that a number of arrests are regularly not made in an effort to reduce trips to the current jail. Justice Planners was tasked with measuring the distribution of arrests in the county. Table 9 presents the booking numbers by agency between 2021 and March 31, 2025. The local agency arrests are depicted in white cells, while the blue cells correspond to non-local arresting agencies. 'Court' represents remands at the courthouse in Houlton.

TABLE 9. BOOKINGS BY AGENCY, 2021 – 2025

	2021	2022	2023	2024	2025	Total	%
Presque Isle PD	88	122	150	230	44	634	16%
Houlton PD	143	118	138	131	27	557	14%
Aroostook Sheriff's Office	80	115	130	118	25	468	12%
Court	50	75	84	91	22	322	8%
Caribou PD	74	93	90	80	19	356	9%
Ft. Fairfield PD	13	13	36	68	10	140	4%
Madawaska PD	6	12	27	34	12	91	2%
Ft. Kent PD	17	18	16	23	3	77	2%
Ashland PD	6	10	18	3	1	38	1%
Washburn PD	21	17	12	1		51	1%
Limestone PD	11	9	1			21	1%
Maine State Police	138	97	108	123	26	492	13%
Other Counties	62	63	66	38	8	237	6%
Maine Drug Enforcement	6	4	5	13	1	29	1%
Probation and Parole	5	4	9	7	1	26	1%
Maine Warden Service	2	6	3	6		17	0%
Federal Agency	0	0	12	4	1	17	0%
Unknown	47	34	105	72	31	289	7%
Total	769	810	1010	1042	231	3862	100%

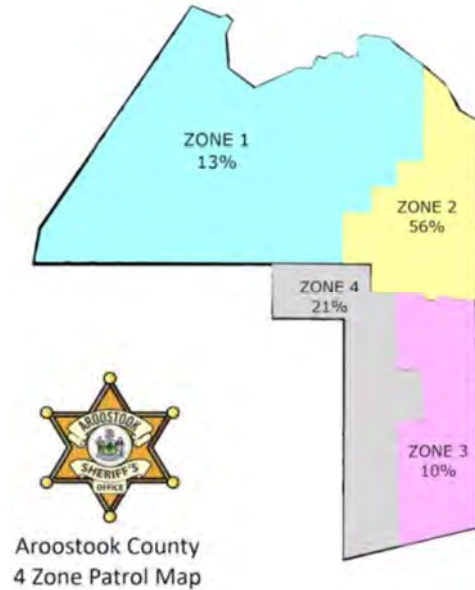
TABLE 10. AROOSTOOK COUNTY SHERIFF'S OFFICE ARRESTS BY ZONE, 2022 – 2025

ACSO Arrests (Not Necessarily Jail Bookings)	2022	2023	2024
Zone 1 (Northern Aroostook)	99	77	51
Zone 2 (Central Aroostook)	113	95	111
Zone 3 (Southeast Aroostook)	102	131	89
Zone 4 (Southwest Aroostook)	34	73	50
Unknown	14	10	8
TOTALS	362	386	309

Moreover, because the Aroostook County Sheriff's Office is a countywide entity, we needed to acquire more specific arrest location information to be able to ascertain the levels of arrests in the various regions

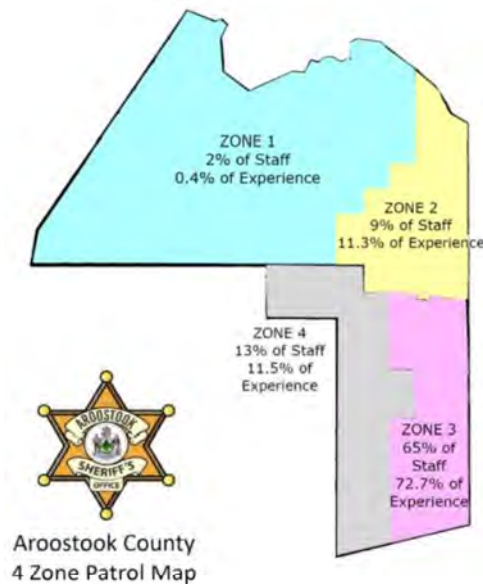
of the county as a whole. Table 10 presents the ACSO's arrest numbers for 2022 through the end of 2024. Taken together, the data from Tables 9 and 10 were used to develop Figure 21 below which shows the numerical breakdown of arrests/bookings in the county using the ACSO 4-zone map as a framework. Over two-thirds of the arrests in Aroostook County between 2022 and 2025 took place in the northern half of the county.

FIGURE 21. AROOSTOOK COUNTY ARREST PROPORTIONS BY COUNTY ZONE, 2022 – 2025



The jail facility location question is not fully defined by the location of arrests. In addition, the residential locations of the people who work in the facility were acquired and plotted on the same 4-zone patrol map (Figure 22). In this case, we see a reverse of the arrest pattern, with proportionally more staff located toward the southern end of the county

FIGURE 22. AROOSTOOK COUNTY STAFF LOCATIONS/EXPERIENCE LEVELS BY COUNTY ZONE, 2025



JAIL POPULATION FORECASTS

Strictly speaking, any jail population forecast is not a prediction of what will happen in the future. Justice Planners does not have a crystal ball that tells us the future. Rather, our primary jail forecast is a description of a possible future if nothing changes from how things are done in the present. As such, we will present the results of multiple jail population forecast models that were built to develop an array of Aroostook County Jail population outcomes through the year 2050.

Background and Methodology

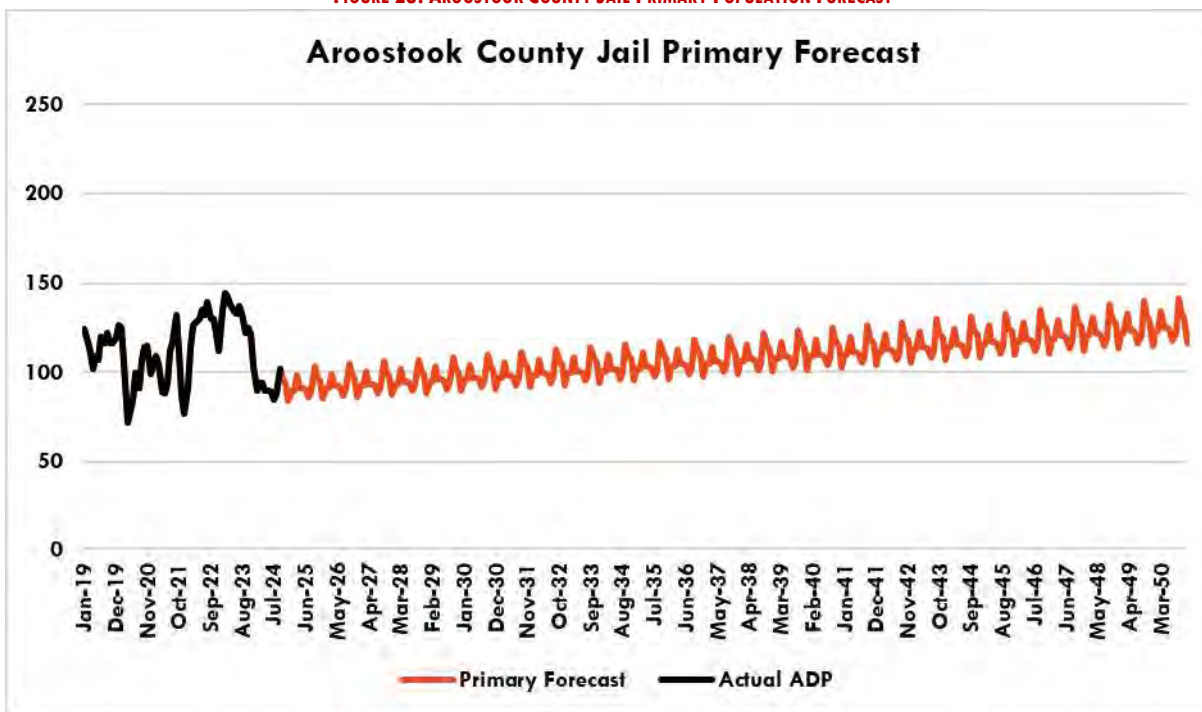
The best predictor of any trend's future levels is the history of that trend. A jail's population time series trend is no different. However, because of the existence of unforeseen circumstances, it should be noted that the precision of forecasts of all kinds diminishes the further into the future one projects. All forecasts are only as good as what was known when the forecast was produced. The long-term accuracy of correctional population forecasting is heavily impacted by changes in public policy, law enforcement strategies, socioeconomic factors, and a host of other influences. Statistically speaking, correctional population forecasts by their very nature assume that the primary at the time the forecast is produced remains in place for the duration of the forecast. The margin of error for these forecasts is essentially plus or minus 10% by the year 2050.

In terms of actual forecast development methodologies, there are multiple methods for building statistical forecasts. The forecasting technique developed from Box and Jenkins' Autoregressive Integrated Moving Averages (ARIMA) approach is one of the best options. To that extent, a series of ARIMA forecasts of jail population variables were employed in this study. ARIMA is generally used in time series forecasting situations primarily because of its ability to avoid the built-in errors of other forecasting techniques. ARIMA approaches are designed to estimate, diagnose, and control autoregression problems. In addition, because ARIMA examines the past behaviors of a given trend, this approach can forecast multiple time points into the future. Moreover, ARIMA approaches allow the statistician to account for seasonal fluctuations in data as well as smooth out random fluctuations.

Primary Average Daily Population Forecast

Many ADP forecast models were built that utilized bookings, ALOS, the Aroostook County free-world population, and the prior history of the ADP trend. The forecast model that performed the best on diagnostic measures of how well it fit the data called for an increasing seasonal trend going into the future at a level of about 126 detainees being held on average per day in 2050. Figure 23 represents the forecast. The black line depicts the actual ADP going back to 2019, while the red line constitutes the projected population trend to 2050. The forecast trend is seasonal, with distinct peaks and valleys occurring each year. It must be stated very clearly that this forecast assumes that nothing changes in the criminal justice system or in the societal/public policy landscape for Aroostook County over time. Changes in key stakeholder offices or shifts in public policy priorities could very well cause this forecast to over or underestimate the 'true' size of the population over time.

FIGURE 23. AROOSTOOK COUNTY JAIL PRIMARY POPULATION FORECAST



Conversion of Average Daily Population Forecast Into the Needed Number of Beds

The forecast effort provides a starting point for the determination of the jail's future population. However, the forecast simply reflects only an average and as such it must be increased by two factors to arrive at the number of needed beds:

1. Peaking factor - to reflect the daily and seasonal variations in jail occupancy and to accommodate the temporary closure of beds due to the need for maintenance, and,
2. Classification factor - to adjust for the requirement to separate detainees as needed based on gender, security requirements, treatment needs, etc.

For the peaking factor calculation, we took the average of the top 5% highest reconstructed population days between January 2022 and March 2025 and compared those numbers to the ADP. The jail's daily population fluctuations were such that one could expect the highest population during any day to be 18.4% greater for females and 8% larger for males than the ADP.

In addition, not all detention beds are always available for use by every detainee. For instance, a vacant bed in a female unit cannot be filled with a male detainee, a maximum-security detainee cannot be placed in a vacant bed in a minimum-security setting, etc. A classification factor is, in effect, an acknowledgement of this reality. To include this factor, we used a commonly accepted standard of 15% for our estimations.

The peaking and classification factors are added to the ADP to complete the actual number of needed beds. Table 11 shows the bed need calculations for the population. Thus, the projected ADP for 2050 of 126 requires 158 beds to operate a safe and secure facility.

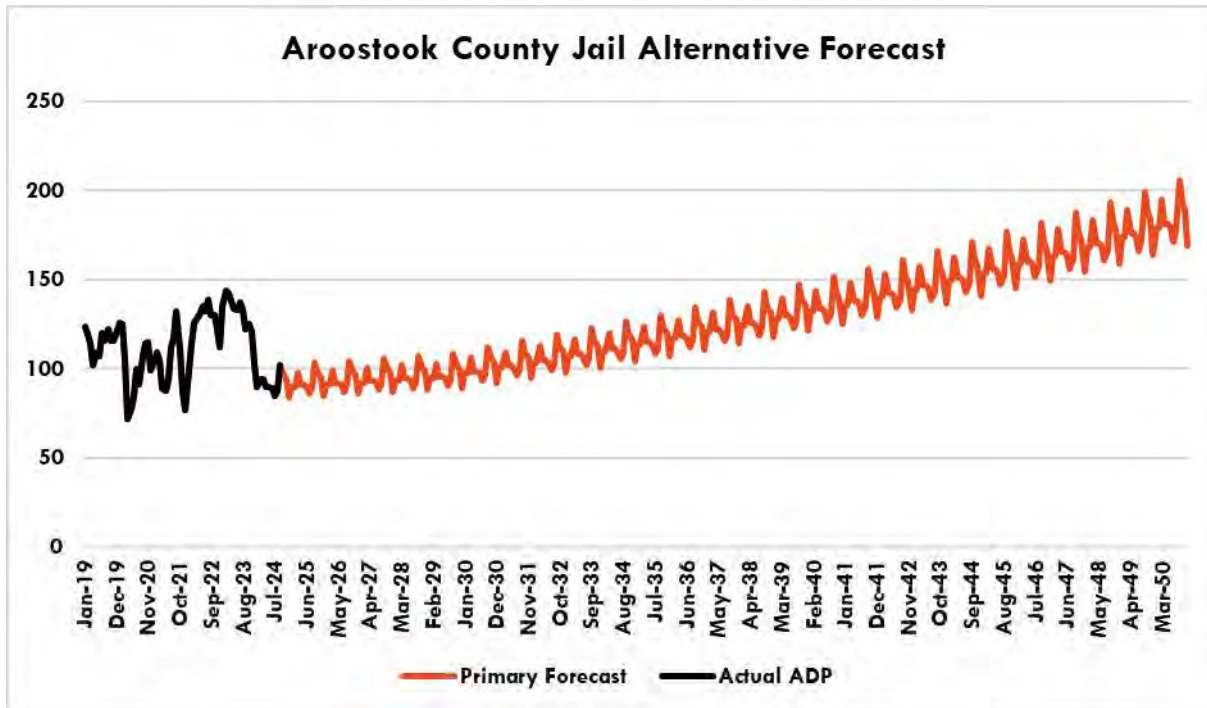
TABLE 11. PRIMARY ADP FORECAST BED NEED CALCULATION

	Females				Males				Total ADP	Total Bed Need
	ADP	Peaking (18.4%)	Classification (15%)	Bed Need	ADP	Peaking (8%)	Classification (15%)	Bed Need		
2030	13	2	2	17	86	7	13	105	98	122
2035	15	3	2	20	90	7	13	111	105	130
2040	17	3	3	23	95	8	14	116	111	139
2045	19	4	3	26	99	8	15	122	119	148
2050	22	4	3	29	104	8	16	128	126	158

Alternate Forecast

The above forecast is only one potential outcome amid a myriad of possible outcomes for Aroostook County. In addition, and of much more importance is this one simple fact: the table above represents the bed need if nothing changes in the system. It is unrealistic to pretend that nothing will change in criminal justice policy in Aroostook County during the next quarter century. Moreover, we do know from our interviews with local law enforcement that if the jail were to be located closer to the county’s population center that current arrest patterns would change. We therefore developed an estimated impact of moving the jail on bookings and produced a new forecast (Figure 24).

FIGURE 24. AROOSTOOK COUNTY JAIL PRIMARY POPULATION FORECAST



The alternative forecast assumes that relocating the jail to the north will result in a 45% increase in jail bookings. The same forecast approach was utilized as in the primary forecast. Thus, bookings are projected to be 4.4 per day rather than the current level of 2.3 per day and the forecasted level of 3 per day. The projected 2050 ADP is 183. Table 12 provides the same ADP to bed need translation. The projected 183 people would require 229 beds to maintain safety and security.

TABLE 12. ALTERNATE ADP FORECAST BED NEED CALCULATION

	Females				Males				Total ADP	Total Bed Need
	ADP	Peaking (18.4%)	Classification (15%)	Bed Need	ADP	Peaking (8%)	Classification (15%)	Bed Need		
2030	13	2	2	17	87	7	13	107	100	124
2035	16	3	2	22	100	8	15	123	116	145
2040	21	4	3	27	115	9	17	141	135	169
2045	26	5	4	34	132	11	20	162	158	196
2050	32	6	5	43	151	12	23	186	183	229

Knowing that there is significant uncertainty in how the future will play out, we wanted to demonstrate some ranges of possible population outcomes. To provide an indication of what may happen, we produced Figures 25 and 26 which explore several combinations of booking and ALOS levels. Figure 25 examines the population and bed need outcomes for 2050 if bookings were to go to 3 per day (the guidance of our primary forecast). The primary forecast has an assumption of a 42-day ALOS (slightly higher than the 2024 level of 36 days), and the resulting population and bed need columns for this forecast are outlined in light blue on the chart. Shifting ALOS higher than 42 days increases the size of the population and bed need. Meanwhile, reducing ALOS shrinks the population and bed need.

FIGURE 25. AROOSTOOK COUNTY JAIL ALTERNATE FORECAST AT 3.0 BOOKINGS PER DAY

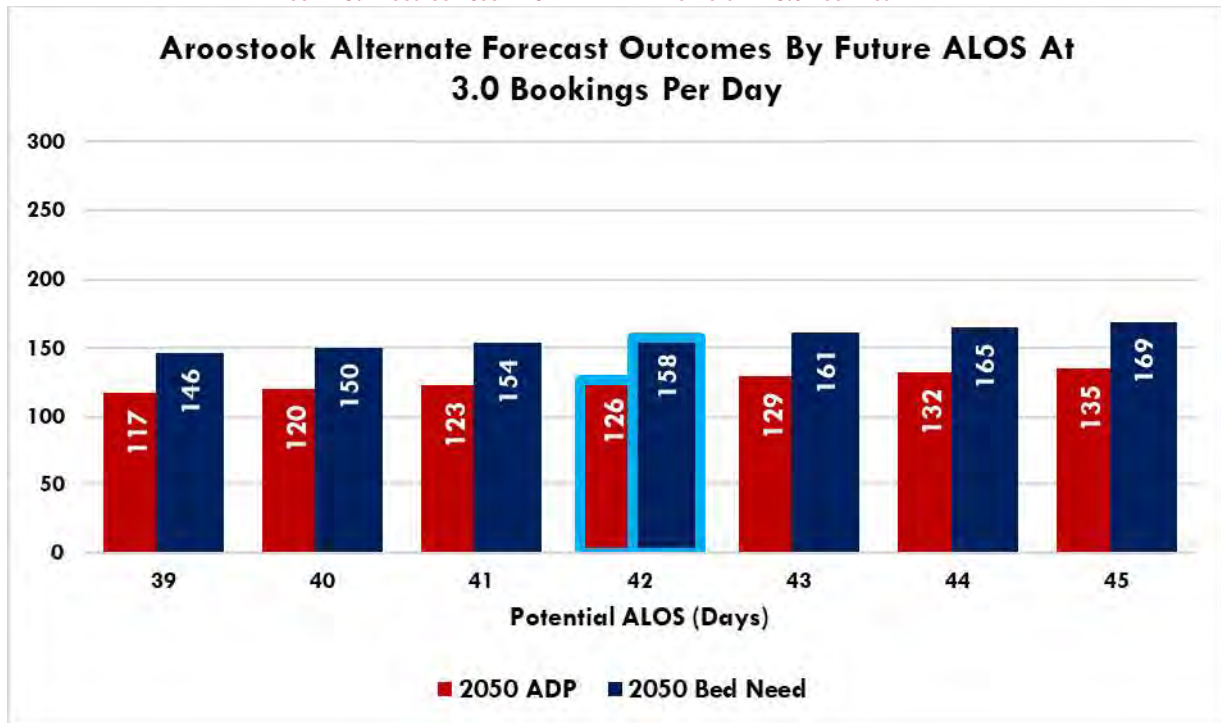
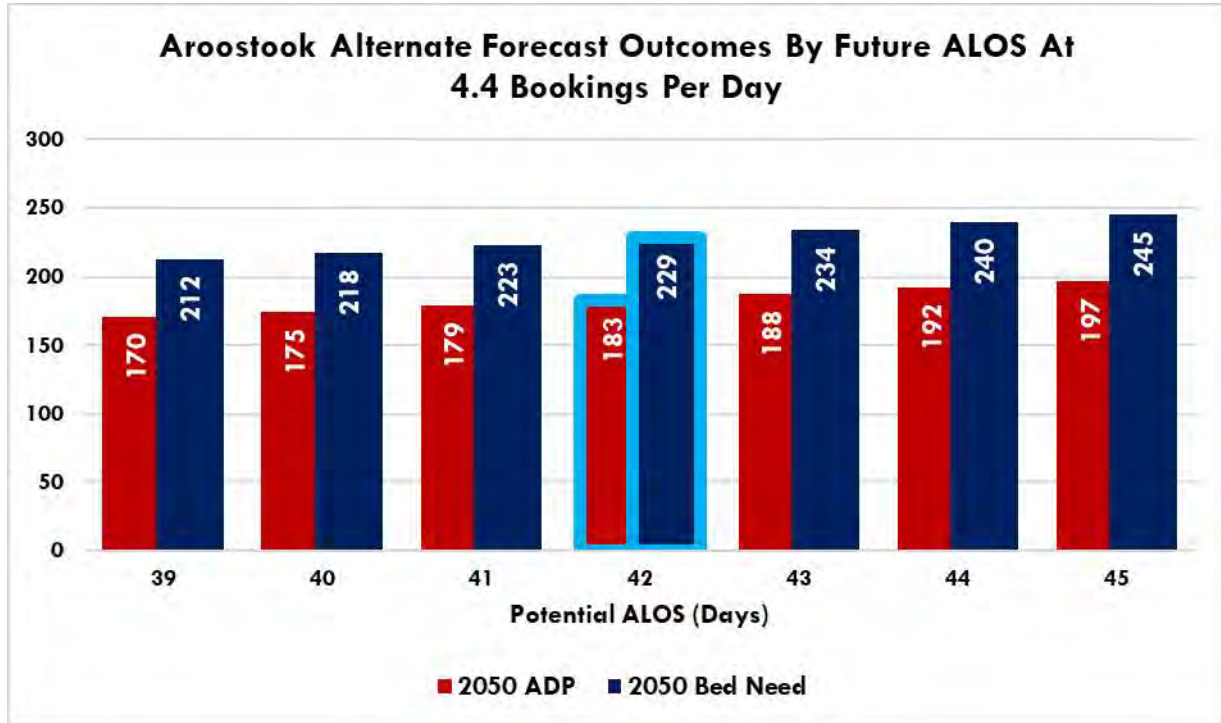


Figure 26 is structured the same way, but takes the booking level to 4.4 per day (the guidance of our alternative forecast). An ALOS increase above the projected 42 days will take the population higher. For instance, a 45-day ALOS will result in nearly 200 people being held on an average daily basis, requiring 245 beds. Naturally, a shorter ALOS drops the population and bed need requirements.

FIGURE 26. AROOSTOOK COUNTY JAIL PRIMARY POPULATION FORECAST



ESTIMATED SPACE AND STAFFING NEEDS

The construction of a new jail would afford the County the opportunity to purposely plan for the projected number of inmates, the types of inmates that would be housed and required services based upon their risks and needs, the desired operational philosophy, the desired housing unit sizes and configurations, and have program spaces that meets the cultural needs of all inmates. In short, the County can ensure that the jail reflects the values of the community. The location chosen for a new jail will have a direct impact on the size of the facility as detailed earlier in this report.

If a new jail were to be built in Houlton, the projected average daily inmate population is projected to be 126 by 2050. The total number of beds needed to properly house this population would be 158. However, if a new jail were to be built in the Presque Isle or Caribou area the projected population and bedspace need would be higher (229 beds to house an ADP of 183 inmates).

The size (square footage) and cost of a new detention center will be dependent on several factors. Some are driven by the operational philosophy of the detention center. A detention center that is focused strictly on incapacitation, just keeping bad people off the streets with little to no access to programs, will require less square footage. However, a detention center that is focused on therapeutic services, programming, and reentry will require more square footage.

Table 13 shows a preliminary estimate of the square footages that may be required for a 158-bed jail versus a 229-bed jail. These are high-level estimates for preliminary planning purposes and are not a substitute for a detailed programming effort to determine the accurate square footage needed for a new Aroostook County Jail. In both options, the core and support spaces remain the same. The only difference is in the square footage needed for housing.

TABLE 13. SQUARE FOOTAGE ESTIMATES

Aroostook County Jail Estimates	Beds	
	229	158
Public Lobby	761	761
Visitation	832	832
Administration	1,924	1,924
Staff Support	4,238	4,238
Security Administration	1,681	1,681
Admissions and Release	7,228	7,228
Health Services	4,904	4,904
Programs and Support	907	907
Food Service	6,205	6,205
Housing	67,057	47,301
Building Support	10,108	10,108
TOTAL GROSS SQUARE FEET	121,720	99,001

Similarly, the cost estimates shown in Table 14 are high-level estimates for preliminary planning purposes and are not a substitute for a detailed programming and cost estimation effort. In many parts of the United States, the costs for new jail construction are around \$800 per square foot plus soft costs.

TABLE 14. PROJECT COST ESTIMATES

Aroostook County Jail Estimates	Beds	
	229	158
Department Name		
Total Gross Square Feet	121,720	99,001
Estimated Cost per SF	\$800	\$800
Est. Construction Cost	\$97,375,974	\$79,200,730
Soft Costs (15%)	\$14,606,396	\$11,880,110
Total Estimated Cost	\$111,982,370	\$91,080,840

The estimated staffing that would be required to operate a new jail will vary depending upon the size of the facility. The difference is not big, likely by just three full time equivalent positions. This difference is due to the additional capacity, with the administrative and support staff remaining constant in either scenario. The staffing numbers estimated in Table 15 are based upon 12-hour shift. This is only a preliminary estimate, and the estimated staffing requirements should be revisited at each milestone step of the planning and design process.

TABLE 15. STAFFING ESTIMATES

Aroostook County Jail	Beds	
	229	158
Estimated Staffing Needs		
Jail Administrator	1	1
Shift Supervisor	4	4
Booking Sergeant	5	5
Correctional Officers	49	46
TOTAL SWORN STAFFING	59	56

The estimated staffing numbers shown are positions that would be needed for inmate supervision and to meet applicable jail standards. Although positions may be needed such as commissary officer, mail officer, supply/safety officer, and public lobby clerks may be needed to effectively operate a jail, they are not included in this analysis.

CONCLUSIONS AND RECOMMENDATIONS

There are several threats to the validity of our forecast assumptions, including increases in law enforcement staffing, unforeseen increases in arrests/detentions as a result of policy decisions, and further public policy efforts that restrict the availability of releases of pretrial individuals. Our study has attempted to minimize any surprise effects of such changes by providing likely outcomes with various booking and ALOS levels.

The project team was unsuccessful in its efforts to obtain even basic monthly case processing data from the courts. We sought line by line data that would have allowed us to calculate times between key events, or at least overall processing times between case filings and case dispositions. The case processing measure would have provided an additional predictor of our ALOS forecast. It also would have allowed us to provide some recommendations for perhaps speeding up the process or identifying potential roadblocks.

The research team recommends that the local criminal justice stakeholders implement rudimentary tracking of some key metrics, generally focusing on times between milestone court events. That tracking should spur action when necessary to maintain efficient processing. What gets measured gets managed—as long as the measurement is communicated to stakeholders.

The stakeholders in the Aroostook County criminal justice system are encouraged to organize a formal, intentional Criminal Justice Coordinating Committee (CJCC) to help solve problems as they arise and spur efficiency improvements as needed.

The CJCC should use the findings of this needs assessment to determine the best course of action in locating and sizing a replacement jail facility. A criminal justice planner should be retained to develop a detailed space (square footage) program that reflects the operational philosophy of the Sheriff and the community



RFP Sample #1

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Request for Proposal-Professional Services

Detailed Phase of Architectural, Engineering, and Other Building Design Related Services

The Penobscot County Commissioners are seeking professional Architectural/Engineering services for Penobscot County Jail Campus located at 85 Hammond Street, Bangor, Maine 04401. The Commissioners of Penobscot County have previously appointed a building committee that was charged with evaluating the entire facility needs for buildings of the County Government Campus with a specific focus on the jail facility. That process has been completed and a final report delivered to the Commissioners.

The Committee's recommendations is to build a new Penobscot County Correctional facility (PCCF) with bed space for 300 inmates (an increase from the current state rated capacity of 157). This is deemed necessary to meet the projected needs of our County through the year 2033. This increase in beds will provide the space required to eliminate the current need to "board out" inmates above the state certified occupancy and associated related costs of labor and transportation.

A new facility design would need to provide:

1. Improved working space for employees; including a locker room; a break space away from the inmate population; dedicated programming/training/meeting space for inmate services & program's needs.
2. An improved Medical Suite for the inmates. Examples of improvement will result in:
 - Secure medical beds on-site that would reduce the need to transfer inmates to the hospitals and eliminate the corresponding additional guard staffing.
 - Includes Exam and Consultation space that will reduce the need to transfer inmates requiring certain medical attention off campus and eliminate the corresponding additional guard staffing.
 - Improved dedicated secure medications inventory space.
3. Improved Food Services area facilitating better work space and conditions for inmates and employees. Kitchen space design to address feeding an inmate population that would nearly double from 157 to 300 in a cost effective and efficient manner.
4. Improved and expanded "Intake Area", providing areas to separate arrestees by needs and/or separate those persons as required. This would create better and safer working conditions in the Intake Area and reduce/eliminate Sally Port congestion.
5. Expand the "In-house" bed population from the current state certified level of 157 inmates to 300 inmates. Which is more in line with current and anticipated population numbers and its design should account infrastructure needed to enable a 100 bed construction expansion, should future inmate population needs dictate expansion. The physical address of the Penobscot County Sheriff's Office and PCCF is 85 Hammond Street, Bangor, Maine 04401. The Commissioners are located at the historic Penobscot County Court House located at 97 Hammond Street, Bangor, Maine 04401.

Scope of Work Requested

The Commissioners request firms will be responsible for all architectural and engineering services as defined in AIA contract Document B101. This includes Schematic Design; Design Development, Construction Documents, Procurement (Bidding) and Construction addressing the needed services anticipated. This includes (but may not be limited to) all prescribed inmate requirements including; levels of classification, special needs inmates, treatment and programming space and housing unit sizes, including operational support, programming services and related space requirements, all site engineering needs requirements etc. Note: It is anticipated that all work required will result in the County proceeding to a November referendum vote of Penobscot County voters.

Mandatory Pre-Bid Meeting

The Commissioners' have scheduled a mandatory pre-bid meeting at the County Court House, second floor on May 06, 2019 at 9:00 AM.

Award Process

The Commissioners' may accept or reject any or all submissions, and retain right to select a submission that is in the best interest of Penobscot County even if that submission shall not be the lowest submitted cost. Alternative or multiple responses will be considered from proposers.

Commissioners' Representative

The Commissioners' may act as their own representative and/or may appoint a Clerk/Committee to work directly with the selected vendor. In either case the vendor may be requested to meet directly with the Commissioners' and update/report to them from time to time.

Interested qualified vendors may contact Penobscot County Administrator Bill Collins at bcollins@penobscot-county.net.

Due Date

Proposals are due Monday, May 20, 2019 at 4:30 pm. Proposals will be opened publicly on Tuesday May 21, 2019 during the regularly scheduled Commissioners' meeting at the County Court House, Commissioners' Chambers (2nd Floor) at 97 Hammond Street, Bangor, ME 04401.

April 9, 2019

Commissioners Baldacci, Cushing, and Sanborn
97 Hammond Street
Bangor, Maine 04401

Dear Commissioners,

The members of the Penobscot County Jail Building Committee are pleased to submit to you the attached final report. The report reflects the research and data analyzed, as well as the knowledge and advice the Committee received from experienced consultants retained by the County Commissioners. The Committee focused its recommendation on the physical plan that meets the population needs of the jail facility operated by the Sherriff of Penobscot County.

Formed by the Commissioners in the last quarter of 2017, the Committee has met numerous times over the past sixteen months. During those meetings, members discussed everything from acquiring and developing a new facility at another site, retaining the current jail with renovations and additions, to building a completely new facility on the existing site. The Committee decided that the research and the data at our disposal indicated a new facility on the existing site, while retaining the present structure for development to house other county services in the future.

It became very clear and very early in the process that Penobscot County would spend at least \$430 million by the year 2033 even if it did nothing but maintain the current facility. Comparatively, the cost of building a 300-bed facility is also at \$430 million by the year 2033. The do-nothing option includes the uncontrollable cost of boarding inmates at other facilities throughout the state. The build to 300 option brings that uncontrollable cost inside the budget to a controllable cost.

The accompanying report is the Committee's suggestions. Should you have any questions, please do not hesitate to reach out to us.

The members of the committee, and who they were appointed by, are as follow:

- Commissioner Baldacci is represented by Brian Thibeau, Jim Ring, and Dan Tremble.
- Commissioner Cushing (Commissioner Tom Davis*) is represented by Jim Parker*, Harry Sanborn*, and Jim Ricker.
- Commissioner Sanborn is represented by John Rouleau, State Representative Steve Stanley, and Rick Bronson.

Ex-Officio Members are:

- The Penobscot County Commissioners
- The Penobscot County Sherriff's Office
- Penobscot County Administrator William Collins

Respectfully Submitted;
Penobscot Jail Building Committee

Penobscot County Jail Committee Final Report

April 9, 2019

Executive Summary

The Building Committee has completed its charge of performing a site assessment with the significant focus on what direction the committee recommends to the Commissioners regarding the Jail situation(s) as they relate to the county budget and the Sheriff's Department.

It was and is of utmost importance to the committee that the recommendation or recommendations sent forward to the Commissioners were focused on the three following areas of importance to the committee:

1. The recommendation sent forward addressed "reasonable" costs to the tax payers of Penobscot County.
 - a. As the recommendation relates to total cost of ownership.
 - b. As the recommendation offers stability to operational costs.
 - c. As the recommendation offers a solution to the escalating cost of boarding inmates and the directly/indirectly related staffing and transportation costs.
2. The recommendation sent forward addresses the needs of the Jail Administrator and the Sheriff's Department as related to actual and verifiable costs related to operation and ownership.
 - a. As the recommendation offers minimizing total staffing costs related to inmate management.
 - b. As the recommendation offers reasonable solutions to support services including but not limited to:
 - i. Food Services, preparation and storage.
 - ii. Staff related support areas such as; locker room, break area.
 - iii. Medical Suite including:
 1. Secure storage for medications inventory.
 2. Secure bed area for inmates with illnesses.
3. The recommendation sent forward also has taken into account and places much credibility on the accuracy of the report submitted by WBRC supported by the jail design team of STV, Inc.

Of particular interest was the cost of the "Do Nothing" scenario. This scenario included in WBRC's report projects the cost of continuing "business as usual" including the boarding out of inmates. The projected cost to do nothing through 2033 is \$430 Million. The year 2033 is the approximate mid-point of a 30-year bond.

Based on the above criteria the Building Committee recommends:

- A. That the Commissioners consider moving forward with what WBRC has described in the final report submitted by their firm as **“Option Three – 300 Bed Facility”**. The cost projected for constructing and operating a 300-bed facility through 2033 is \$430 Million.
- B. That the Commissioners consider moving forward with a new, “enhanced members” building committee including members knowledgeable of programming needs, financing alternatives, municipal representatives and qualified citizens. The Commissioners have already enhanced the Building Committee with municipal representatives from Newport, Bangor and Lincoln.

Several factors became important to the committee in its deliberations:

- 1. The cost to do nothing and the cost to built a 300-bed facility are nearly the same at the mid-point year of 2033.
- 2. Doing nothing was, and is not now a viable option.
- 3. The annual CPI for our area is about 2.8%.
- 4. The cost of inflation is on average 3% - 4%.
- 5. The escalator factor for construction projects is placed at 5.1% annually.
- 6. WBRC used Net Present Value “NPV” in the cost projections.

On the following pages can be found criteria and support documentation used to determine the recommendation.

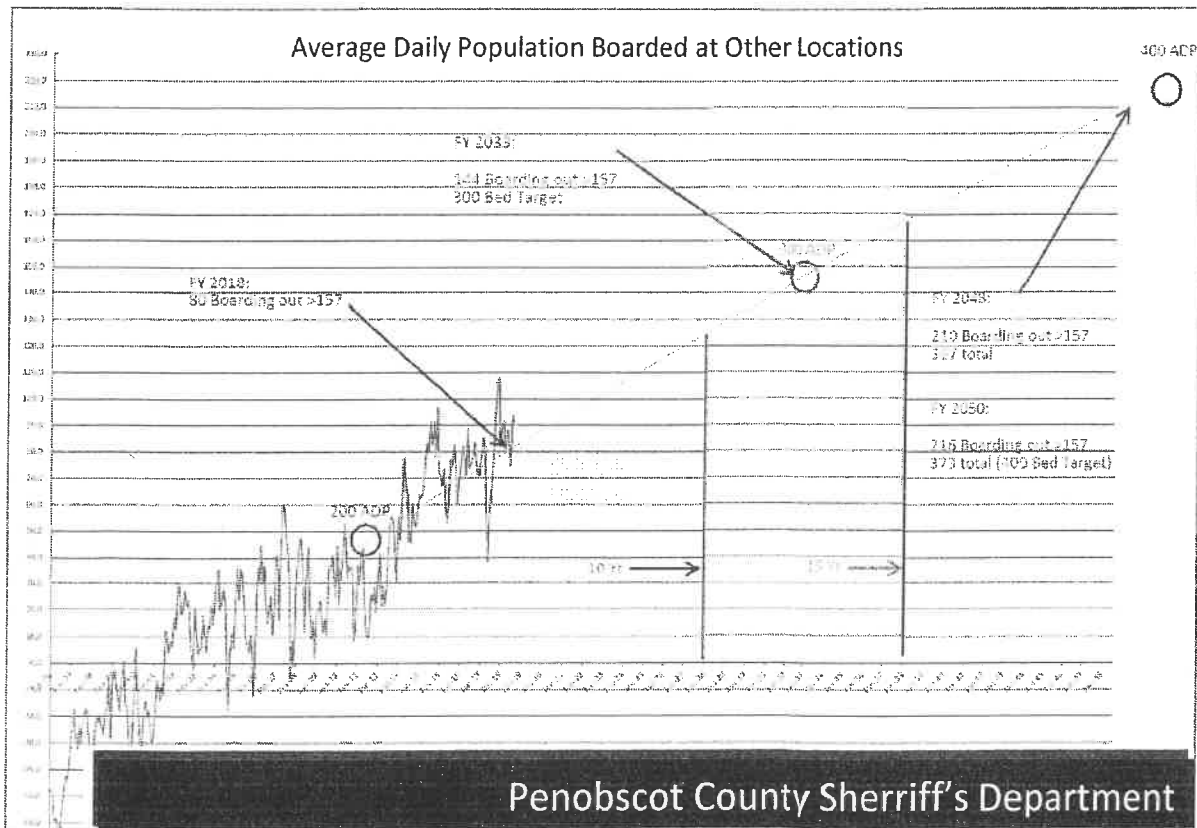
Projections for Inmate Population Through 2050

The Committee was fortunate that Lt. Keith Hotaling has been organizing data on many things since January 1996, including "Average Daily Population". Lt. Hotaling's data shows the following.

Year	Inmates Boarded Out	Licensed Population Amount	Average Daily Population*
1998	45	157	200
2018	80	157	240
2033	144	157	300
2050	216	157	400

***Rounded to Nearest Whole Number**

The committee considered what might be a prudent action item date for Average Daily Population (ADP). The year 2033 is nearly half way between now and 2050 and the 300 ADP amount would be prudent "build to this population" target. The recommendation sent forward is for a 300-bed facility that projections suggests will require minimal or no inmate boarded out expense. Lt. Hotaling's chart projecting ADP based on ADP data back to January of 1996 follows. This chart is taken directly from the WBRC report and has been overlaid with projected ADP.



Scenario Development Options Used By WBRC

The Committee paid particular attention to the various scenarios developed by WBRC and their 30-Year Present Net Value Comparisons. The following table also is presented in the WBRC document in a different format. It is based on 30-year bond comparisons. Costs presented are in millions.

	Scenarios	30-Year Cost	Percentage Over/Under Delta Amount	Dollars Over/Under Delta Amount
A	Do Nothing	\$430,037,392	100%	\$ 0
B	144/157 Beds	\$452,643,059	105%	\$21,503,975
C	400 Beds	\$457,125,855	106%	\$25,804,770
D	300 Beds	\$430,079,506	100%	Amount is Delta

Observations:

- **Scenario A** shows that the cost of “doing nothing” with results of expending slightly over \$430 Million Dollars.
- **Scenario D** shows that building a 300-bed facility also results in expending slightly over \$430 Million Dollars.
 - The scenario also provides for to an additional 100 beds (above 300) in the future.
 - The scenario eliminates the boarding of inmates.
- **Scenario B** in expending an additional \$21.5 Million over the life of the bond. That is over the delta number of \$430 Million Dollars
 - However, the scenario dictates using and staffing the existing jail. Thereby retaining that as an expenditure. The current jail has an inefficient staffing ratio based on and built to the current DOC standards at the time.
- **Scenario C** results in expending an additional \$25.8 Million over the life of the bond. Again, that is over the delta amount of \$430 Million Dollars.
 - The scenario “overbuilds” to 400 beds now instead of allowing for expanding to 400 beds sometime after the mid-term of the bond as explained in the 300-bed option presented. The thought was to plan for 300 and include infrastructure now but do not build the additional 100 bed now.

Funding and Alternate Funding

The committee considered “bond” information from Penobscot County Finance Director Judy Alexander as well as from committee member Jim Ricker, Town Manager of Newport. The committee makes no representation that municipal bonding is the most advantageous avenue to proceed. The committee recommends that the Commissioners explore alternate sources. That recommendation should come from those more familiar with the products available in today's bonding and lending space.

Impact on Home Valued at \$100,000

Committee member Jim Ricker, Newport Town Manager, offered how a 30-year bond would impact the tax bill on a residence valued at \$100,000 in Newport. The projection only offers what the impact would be if Penobscot County assumed a 30-year bond. The Committee does encourage the Commissioners to accept these figures as other than “assumed impact figures”. The Commissioners may receive other information from its bonding company.

The projection does not offer any deduction for cost saving such as;

- Eliminating the cost of inmate boarding from \$800,000 annually to a minimal amount and only when and if needed.
- Eliminating transportation costs directly related to inmate transfers as it relates to necessary boarding of inmates.
- Eliminating staffing labor directly and indirectly related to (regular & over-time costs) as well as staff vehicles used during transfers related to inmate boarding.

Mr. Ricker's tax impact figures are for a 30-year \$70,000,000 Bond and for a 20-year \$70,000,000 Bond.

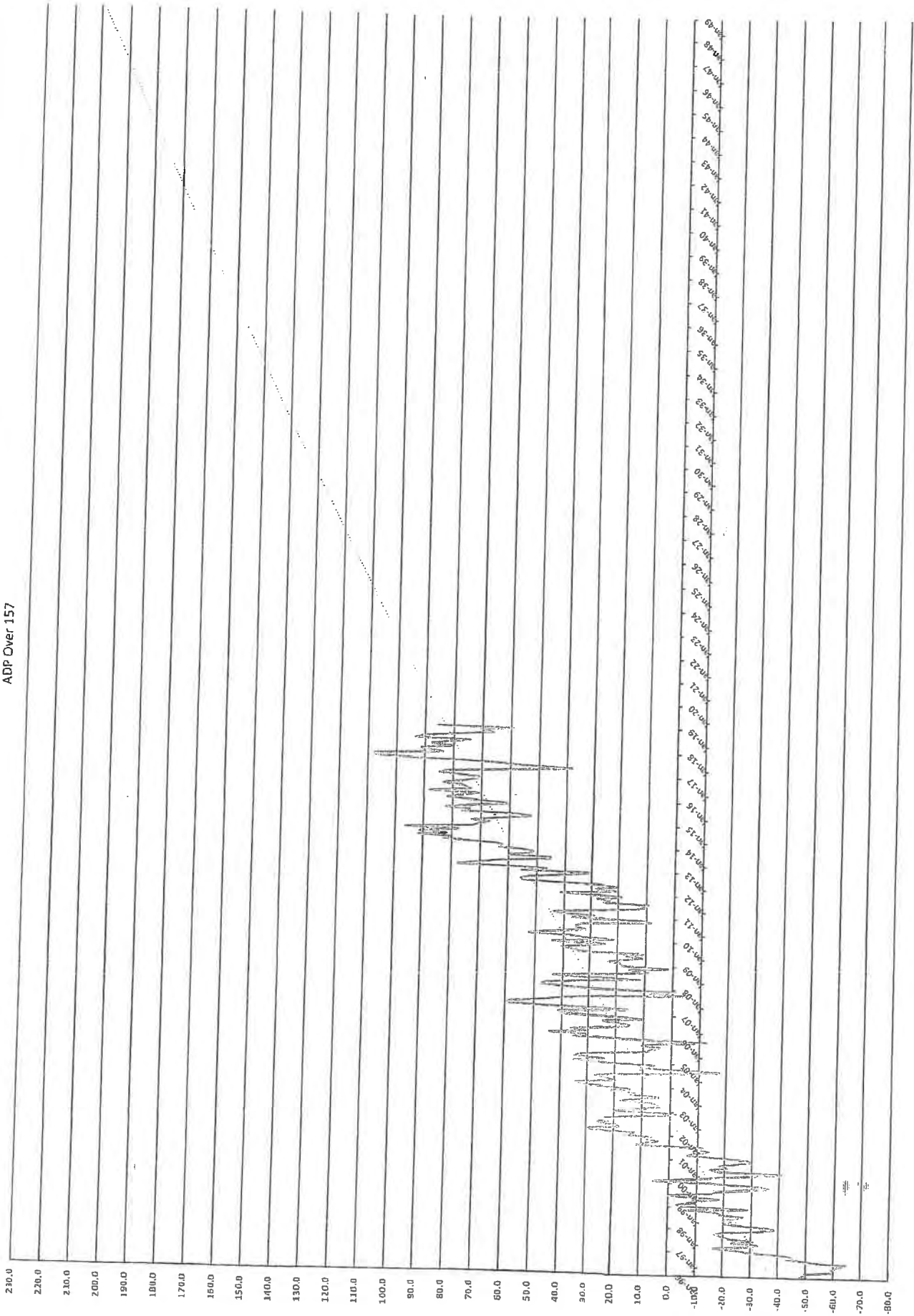
1. 30-year, \$70,000,000 bond with first year annual payment of \$4,877,040 increases the County budget from \$16M to \$21M.
 - a. That increase equates to Newport's 2.5% of the County tax exposure increasing \$48.00 annually on a residence valued at \$100,000.
2. 20-year \$70,000,000 bond equates to a residence valued at \$100,000 seeing an increase of \$57.00 annually.

Alternate Ownership – Building Methods

The committee did not research alternate ownership alternatives, except in conversation internal to the committee. The committee considers such alternate solutions to include; lease to own, build to suit, hybrid lease/ownership. There may be and probably are other solutions that are outside the usual bonding solutions. The Commissioners are encouraged

to explore those alternatives. This knowledge and expertise is outside that of committee members. This document and the WBRC final report together should be considered as complimentary in nature.

ADP Over 157





Penobscot County Sheriff's Office

85 Hammond St. Bangor, ME 04401
207-947-4585

Troy J. Morton,
Sheriff

William R. Birch,
Chief Deputy

February 2019

Addressing, overcrowding issues at the Penobscot County Jail

- **Identifying the causes of overcrowding** *(We have been studying this for over a decade.)*
- **Fully utilizing Pre trial services and Alternative sentencing** *(We changed from VOA to Maine Pretrial order to be consistent with all counties. Recently, the numbers nearly double past months)*
- **Inmate helper and work programs** *(This helps provide labor to the community, provides work education to inmates, and reduces time for sentenced inmates)*
- **Increased Jail Programming** *(We have increased the adult education program, instituted the RISE substance abuse program, and maintained several other programs.)*
- **Working with other county and state facilities on shared housing** *(We've continued partnerships with surrounding counties providing free boarding. We entered in to agreements with Two Bridges and Cumberland County for longer term housing)*
- **Providing jail rosters to the courts, district attorney's office, defense, and mental health providers, identifying who is here and how long** *(We have worked very close with all the above named parties to address the pretrial population. We have had great success in reducing the amount of time inmates spend in pretrial status)*



Penobscot County Sheriff's Office

85 Hammond St. Bangor, ME 04401
207-947-4585

Troy J. Morton
Sheriff

William R. Birch
Chief Deputy

- **Notifying local law enforcement and probation of overcrowding** *(While this provides temporary help, it's not a solution.)*
- **Jail Diversion Coalition** *(We continue to manage this group, its mission and focus remains jail diversion)*
- **Educating the communities, businesses, governmental leaders** *(We have hosted local government discussions, provided countless testimonies in front of legislation. We speak regularly at local events including community focus groups, and the chamber of commerce etc. We have provided community tours and conducted several media stories.)*
- **Increased mental health and medical services** *(At the beginning of 2019 we increased mental health and medical services, which helps stabilize inmates preparing for court.)*
- **Developing plans for future ways to address overcrowding**
 - Legislative changes ~ sentencing practices
 - Explore cost for boarding additional inmates
 - Explore expansion options
 - Explore building options
 - *(ALL PENDING)*

**RFP Detailed Study Phase for Architectural, Engineering
Schematic Design & Related Services**

Penobscot County Commissioners

Vendor Name: _____

Date: _____

Detailed Programming Cost \$ _____

Modified Schematic Design Cost \$ _____

Any/All Subcontractor Cost \$ _____

Permits Required (Federal, State, Local) \$ _____

Promotion/Consulting (narrative/Graphics) \$ _____

Total of All Deliverables \$ _____

Signed _____ /Dated _____

*If a vendor is unable to perform all aspects of this request for proposal said limitations shall be noted in the submitted proposal including any/all sub contract work as stated on an attached document. **Penobscot County reserves the right to accept/reject any and all offers which it deems is in the Best Interest of the County.***

Time Estimate of Work Product

RFP Delivered: May 21, 2019

RFP Award: May 28, 2019 (Anticipated)

Planned Date of Deliverables _____

June _____

July _____

August _____

September _____

October _____

November _____

December _____

(If Necessary)

January _____

(If Necessary)

Febraury _____

(If Necessary)

March _____

(If Necessary)

RFP ARCHITECTURAL JAIL DESIGN REFERENCES

The Contractor will provide a minimum of three reference for similar work performed:

1.) _____ / _____ / _____
Job Location Dollar Amount Point of Contact

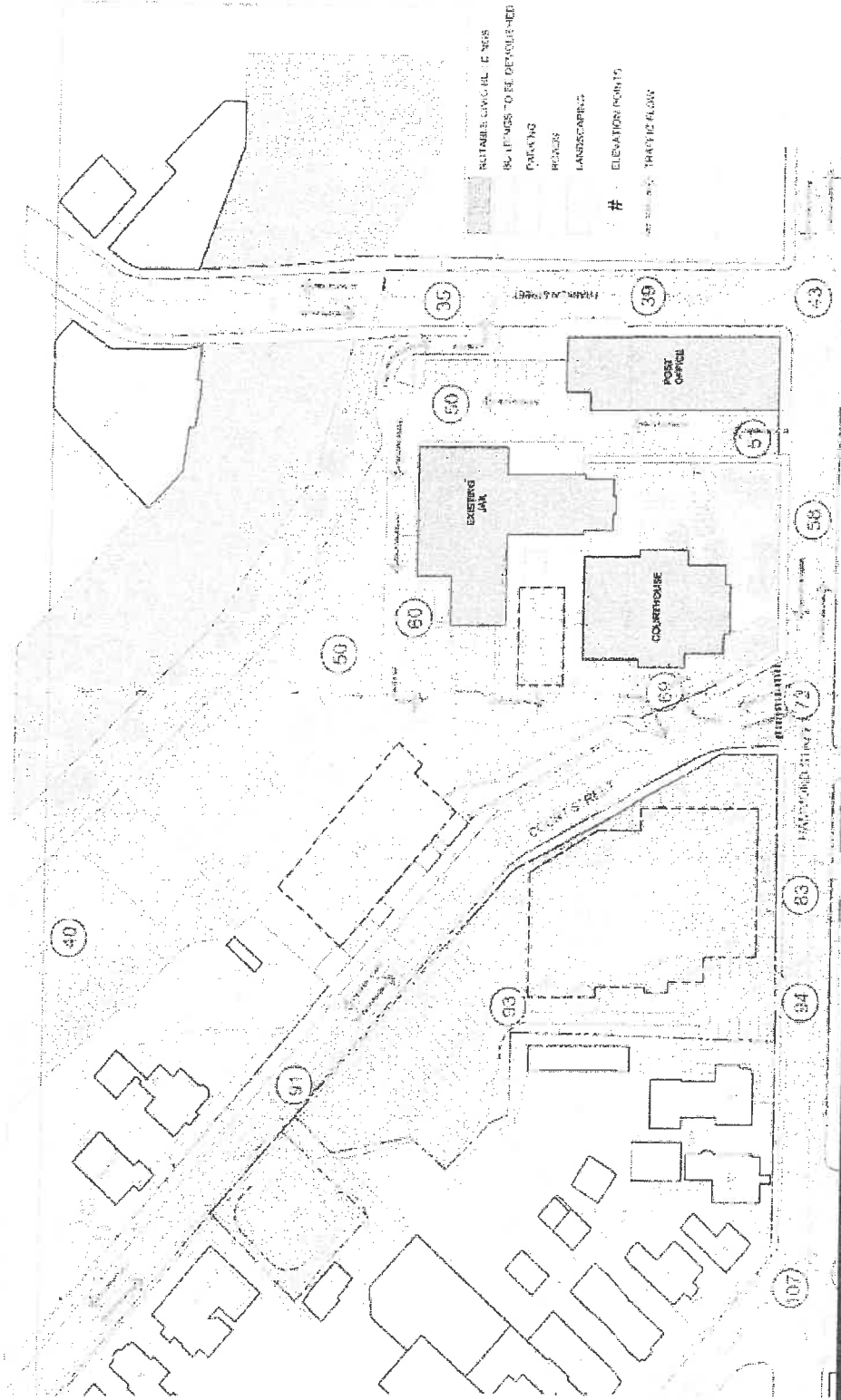
Telephone Number

2.) _____ / _____ / _____
Job Location Dollar Amount Point of Contact

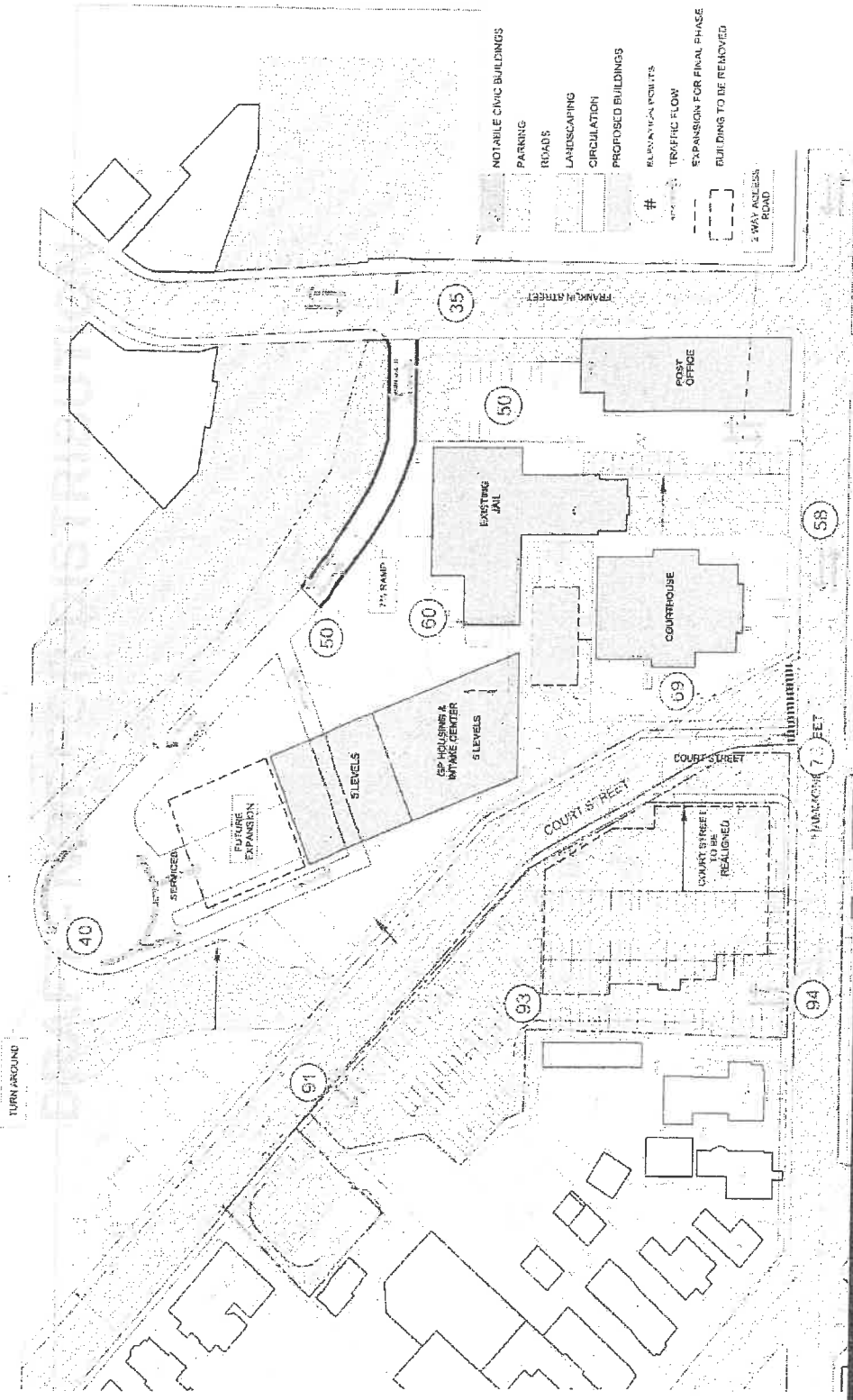
Telephone Number

3.) _____ / _____ / _____
Job Location Dollar Amount Point of Contact

Telephone Number



ANALYSIS: EXISTING



OPTION 3 - 300 BED FACILITY

FUTURE EXPANSION

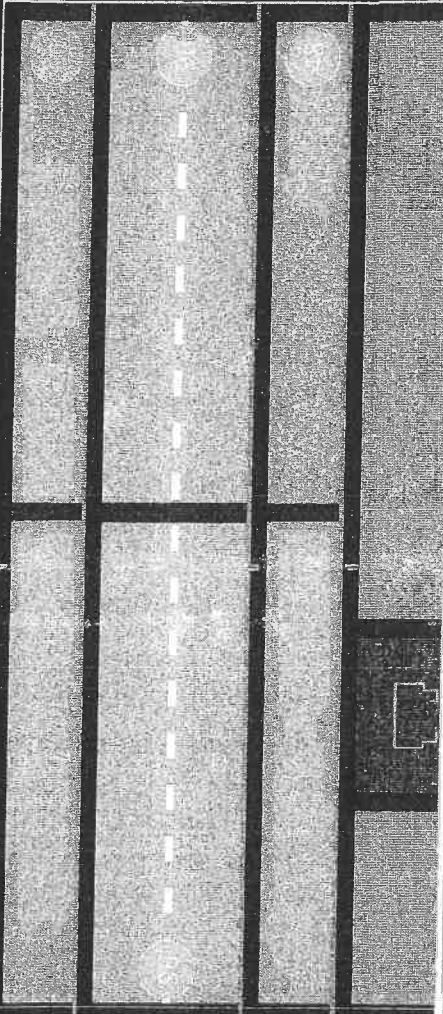
80

65

35

20

SERVICES

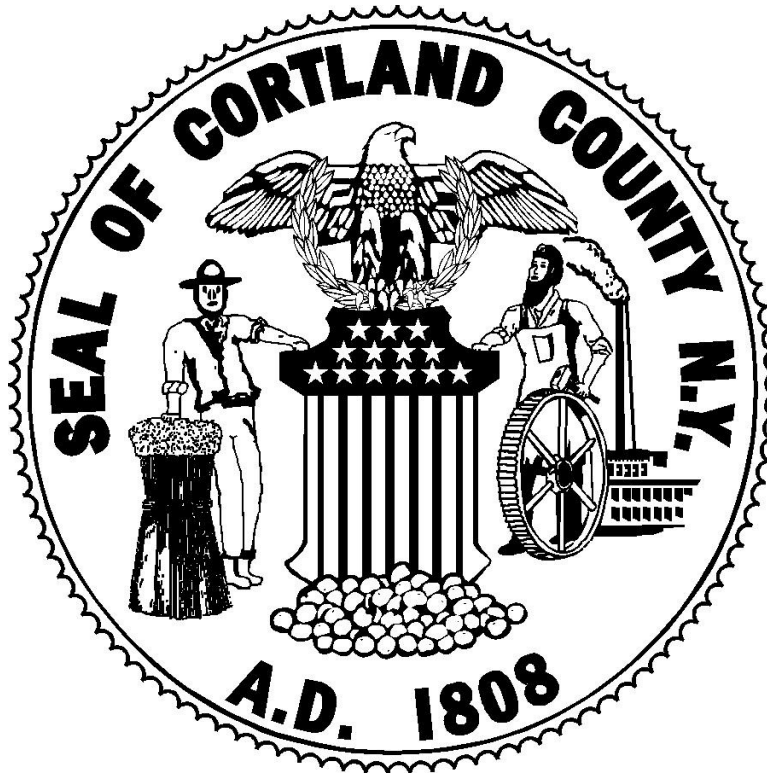


200FT

BEDS 300 Beds 110,000 Total Program area

OPTION 3 - 300 BED FACILITY

RFP Sample #2



Cortland County
60 Central Avenue
Cortland, New York 13045

REQUEST FOR PROPOSALS

FOR:

A NEW CORRECTIONAL FACILITY
AND PUBLIC SAFETY COMPLEX

July 18, 2014

REQUEST FOR PROPOSALS
FOR PROFESSIONAL CONSULTING, ARCHITECTURAL,
AND ENGINEERING SERVICES

I. INTRODUCTION:

- A. This request for proposal (RFP) is for professional consulting services necessary for the design, bidding, award and construction phase services associated with the development of a new Correctional Facility and Public Safety Complex. Cortland County requests proposals from consulting firms with demonstrated experience in similar projects. Proposals must be comprehensive and complete in scope including all tasks and fees required to design and construct a complete and functional correctional facility and public safety complex.

It is important to note that within this project, Cortland County is very interested in the delivery of a brand new and complete public safety complex that will take into account the following:

1. Facility for the Cortland County Correctional Facility with a minimum expandable 150 cell capacity with expandable wing(s) Ability to add more housing units without disruption to the facility's daily function.
 2. Facilities for the City of Cortland Police Department
 3. Facilities for the Cortland County Department of Emergency Response and Communications Division which includes the 911 Communications Center
 4. Provisions for Court appearances with a room equipped with SMART technology to occur on site
 5. Facilities for the Cortland County Sheriff's Department
- B. Responses to this request for proposal must be submitted in a sealed envelope addressed to:
- Mr. Jeremy Boylan
Cortland County Legislative Clerk
60 Central Avenue
Cortland, New York 13045
- C. Packages containing proposals must be marked "RFP for new Correctional Facility and Public Safety Complex"

D. Proposals are due at the above address no later than 2:00 p.m. on August 22, 2014.

E. Questions relating to this RFP shall be directed to:

JailRFP-L@cortland-co.org

All questions shall be submitted in writing by August 6, 2014 citing the particular proposal section and paragraph number. Prospective Proposers shall note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a proposal. Answers to all questions will be given to all Prospective Offerors, in the form of a formal addendum which will be annexed to and become part of the resultant contract and will be posted on the following website :

<http://www.cortland-co.org/legislature/bidsandrfps.htm>

under the heading entitled "Jail consultant RFP". It is the responsibility of the Bidder to check the website for addenda. The final posting addenda will be three (3) working days prior to the bid opening date.

F. **MANDATORY PRE-PROPOSAL CONFERENCE ON JULY 29, 2014 at 8:30 a.m.:**

Any and all consultants or firms that intend to provide a RFP **MUST** attend this conference to address any questions and concerns unilaterally so there is no confusion or misconceptions. Failure to attend this meeting **AUTOMATICALLY** disqualifies you from being allowed to submit a RFP.

This conference will consist of the following:

1. A tour of the current Jail, Sheriff's Office, 911 Center and City Police Department.

2. Current demographics of Cortland County
3. Address any questions

Answers may be deferred if need be in order for Cortland County to accurately research and answer questions. Answers to questions will be included in official minutes of the pre-bid conference and will be sent to each Offerors' official representative attending in which a written reply will be supplied to all vendors attending the MANDATORY conference. Only written responses will be binding upon the County.

- G. Proposals must contain an original signature of an authorized representative of the firm
- H. One original and twenty (20) copies of the response to this solicitation are required.
- I. Interview - Firms chosen for an interview shall be notified by 4:00 PM on Friday, August 29, 2014. Interviews shall be held on Friday, September 12, 2014, by a subcommittee of the Correctional Facility / Public Safety Complex team. It is strongly recommended that the consultant's proposed project manager, as the person with whom the County Project Manager will be dealing with most on the project, be the primary participant at the interview. Interviews will be strictly limited to 45 minutes, and shall include a brief presentation by the consultant on their proposed approach to the project lasting no more than 20 minutes, followed by questions & answers.
- J. Form of Contract - A copy of the County's standard form contract is attached as Appendix A hereto.
- K. Insurance - A copy of the County's standard insurance requirements for consultants is attached as Article 4 of the County's standard form of contract in Appendix A hereto.
- L. The County of Cortland reserves the right to reject any and all proposals and waive informalities or inconsequential requirements in the submissions or the Request for Proposals.

Submissions will not be returned to the respondents to the Request for Proposals. The County may dispose of or retain the submissions at its discretion.

All expenses incurred in the preparation of the responses to the Request for Proposals shall be borne solely by the respondent without the right of reimbursement by the County.

II. BACKGROUND

The present Cortland County Jail was built in the late 1980's and opened in 1990. Originally the structure was built as a 50 bed facility. All program rooms were used for additional housing bringing capacity to 59 beds. By 1996 the county applied for two variances that provided for an additional 15 beds. In 2008 one of the booking holding cells was approved for housing, bringing the total capacity to 75. In 2014, the county increased capacity to 90 with the addition of a dorm. The County proposes to replace the existing facility at a location yet to be determined.

III. EXPERIENCE AND QUALIFICATIONS

All firms responding to this request for proposal shall demonstrate extensive experience and expertise in the planning and design of a correctional facility, one or more of which shall have been in New York State. The firm shall possess the personnel, facilities and resources required to provide full professional services in every aspect of the project from the design development phase thru construction close-out including post close-out occupancy transition. The services shall include, but are not necessarily limited to project programming and presentation, site analysis and design, architectural design, civil mechanical, electrical, and systems engineering, project administration, budgeting, agency approvals, scheduling, periodic on site visitation for contract conformance, transitional planning and project close out. The successful firm will be required to interact extensively with the County Jail Transitional Team, County Legislative Committees and such other designees as may be required by the County.

Firms responding to this project shall possess proven record of completing similar jail / public safety complex projects within budget, on time, without claims, error or defect. It is the intention of the County to assign responsibility for the successful completion of this project with the firm selected by working with the County Jail Transition Team and such other parties as may be assigned to the project.

The County intends to retain a firm capable of assuming the responsibility for the planning, design, administration and management of the project. Firms wishing to

submit proposals to provide such services are encouraged to do so. The undertaking of the project is envisioned as being a seamless process with regard to its design and administration. Therefore, all responding firms, in addition to offering a professional service, shall be capable of offering qualified construction management services.

IV. SCOPE OF WORK

1. The consulting firm selected for this project shall be required to provide a comprehensive scope of services that is all inclusive of the tasks necessary to design and construct a complete facility. The consultant shall comply with all existing laws, rules and regulations in effect as of the final completion of the project and the County's acceptance of the project, including the New York State Environmental Quality Review Act, the New York State Building Code, New York State Energy Code, the New York State Commission of Corrections, NFPA Life Safety Code, and the Americans with Disabilities Act. Services shall be performed in accordance with AIA and EJCDC contract forms. Services shall include, but not limited to, the following:

- a. Assist Cortland County in identifying and securing property to meet the scope and needs of this project. When assisting the County with site selection the following criterion needs to be adhered to by the Consultant in guiding the County through this process:
 - i. acreage is available for the minimum program design
 - ii. designated use of the site is compatible with neighboring land uses and general neighborhood development
 - iii. site has access to major public transportation routes
 - iv. land is available for immediate development
 - v. land is to be owned by the County
 - vi. site is easily accessible to existing county and local court facilities
 - vii. site allows for minimal disruption to neighboring uses

- viii. site allows for surveillance and security procedures with minimal disruption to neighboring uses
- ix. audio and visual contact between people within the facility and people in neighboring areas should be controllable
- x. controlled access to the site by the general public
- xi. security perimeter can be set at an appropriate distance from nearest neighboring structure
- xii. surrounding the security perimeter open, unobstructed land for effective surveillance in case of escapes
- xiii. access for required police, fire and medical services can be provided with minimal disruption to adjacent areas
- xiv. the “self-contained” design of the facility can be accommodated (e.g. transference of residents into and out of the facility can take place in a secure location).
- xv. maximize compatibility with existing and future neighboring land uses
- xvi. avoid location near property which has “prime development potential”
- xvii. minimize disruption of adjacent areas during and after construction process
- xviii. site should give an economic advantage to the city, village or town (e.g. low tax rate on existing property or a high purchase price)
- xix. use of site corresponds to the general planning objectives of the community

- xx. use of the site does not dislocate or thwart pre-existing community projects
- xxi. site has been considered by the responsible community and county representatives
- xxii. site presents no immediate controversy due to current and / or historical factors
- xxiii. prohibit development on fragile landscapes
- xxiv. minimize disruptions or excessive burden to existing water supply
- xxv. avoid development on poor geological formations, poor soil, and poor drainage areas
- xxvi. prohibit development in or near wet lands and flood plains
- xxvii. minimize disruptions to existing open space and recreational activities
- xxviii. prohibit infringement on historic / archeological sites
- xxix. minimize disruption to adjacent public and private uses (e.g. roads, businesses, residences)
- xxx. minimize construction time
- xxxi. minimize the use of explosives / blasting of the site
- xxxii. minimize relocation of existing services, buildings, residents
- xxxiii. minimize disruptions of existing criminal justice operations
- xxxiv. minimize conditions leading to run-off, poor drainage and / or potential flooding

- xxxv. optimize use of existing solid waste disposal system with the municipality
- xxxvi. optimize the use of liquid waste disposal system with the municipality (i.e. sewage connection)
- xxxvii. minimize problem of traffic flow generated by facility
- xxxviii. minimize disruptions to adjacent areas caused by the provision of services to the facility (e.g. sanitation services, delivery of supplies, etc.)
- xxxix. minimize effects on ambient noise level
- xl. maximize energy conservation
- xli. optimize use of existing water supply
- xlii. optimize use of green technology and construction
- xlviii. maximize the utilization of all available grant funding

- b. Obtain the necessary approvals from the NYS Commission of Corrections to site the jail / public safety complex as agreed upon by the County and Respondent.
- c. Conduct site topographic survey to include wetland delineation, a boundary survey of the parcel and complete the process to meet all zoning requirements including but not limited to variances and permits.
- d. Prepare plans and bid specifications for all related work, including building and site design including fencing, landscape architecture and off-site utilities.
- e. Coordinate with and secure approval as necessary from all Federal, State and Municipal Governments and Agencies, as well as from utility companies and any other public or private agency affected by the proposed construction. Prepare and secure all permits necessary for the construction of this project.

- f. Prepare storm water pollution prevention plan, SWPPP administration and inspection, obtain all permits and complete all necessary studies as needed
- g. Prepare for and attend all meetings as directed by the County. Meetings may be held to:
 - Present, discuss and receive direction on the design, progress and scheduling.
 - Present, discuss and receive direction on project specifics.
 - Discuss and resolve comments resulting from review of project documents, county committees and coordination with other agencies.
 - Present information at public meetings and hearings.
- h. Plan for and perform all necessary traffic studies, environmental quality review assessments and reports (State Environmental Quality Review Act), and other special studies, including entering into subcontracts for geotechnical design services, soil and foundation investigations, soil tests and analyses of test results and other third party specialty services.
- i. Include in the design the ability to develop and let early bid packages for site work, foundations, etc.
- j. Design and / or specify all furniture, fixtures, security and control systems, telephone systems, computer and data systems, radio equipment and systems, emergency generator, signage, bed and bedding supplies and all other items for a complete and functioning facility. Prepare and review with the County a list of items that can be pre-purchased by the County and installed by the contractor.
- k. Consultant shall be responsible for overseeing and coordinating all construction contracts and for the scheduling of these contracts thru-out construction.
- l. Consultant shall provide the County with recommendations of use for existing space that will be vacated as a result of this project.

- m. Respondent must submit development timeline (subdivided into phases, if necessary), identifying the estimated length of time to reach key milestones, including: commencement and completion of design, financing, commencement and completion of construction; and operational stabilization for each component of the development program. Any contingencies that may affect this timeline should be identified.
 - n. Proposals should identify any flood zone and note how Respondent will meet Federal Emergency Management Agency guidelines as necessary.
2. Consultant services shall be divided into the following sequential phases:
- a. Implementation and Preliminary Evaluations
 - i. Confer with the County and review requirements of the project to arrive at a mutual understanding of the scope of the project
 - ii. Inspect proposed sites
 - iii. Evaluate preliminary sizing and adjacencies for cost savings and operational efficiencies. Consultant shall develop a minimum of two alternative schematic layouts to determine most feasible design of the proposed facility
 - iv. Analyze various design alternatives including types of building construction with regards to cost and schedule. As part of the analysis, perform life-cycle evaluation on HVAC systems to determine the most feasible design. The evaluation will compare initial costs to the longevity of components to determine the best value. Submit results including cost estimates for each alternative analyzed to County for review and selection.
 - v. Attend meetings to discuss design alternatives
 - vi. Prepare preliminary construction cost estimates for selected building design and layout
 - b. Design Development
 - i. Verify design alternative selected by County. Consultant shall discuss the design and constraints of the proposed design.

- ii. Submit design development drawings to the NYS Commission of Corrections for review and approval.
- iii. Prepare preliminary drawings and specifications for building(s) and site work and off-site utilities sufficient to permit review and approval by the County. Once comments are incorporated into the drawings, the consultant shall coordinate with all agencies.
- iv. Review and incorporate comments and revisions into design.
- v. Provide a detailed estimate of probable construction costs.
- vi. Attend meetings as required to discuss preliminary design.
- vii. Consult with NYSERDA to determine the most appropriate program for the County. The consultant shall prepare all applications and paperwork. The program in which the County participates in shall guide fixture and system selections.
- viii. As deemed necessary, the documents shall be tailored to provide bid alternatives to ensure bid phase success.

3. Comments, Revisions and Final Review

- a. Revise plans if required to incorporate design changes based on budget constraints, reviews and comments
- b. Submit drawings and specifications for approval to all agencies concerned. Including, but not limited to Cortland County, New York State Commission of Corrections and governing New York State permitting agencies.
- c. Review and incorporate comments and revisions into the design.
- d. Provide a detailed estimate of probable construction costs.

4. Bid Documents

- a. Prepare final design drawings, specifications and bid documents stamped and signed by a Professional Engineer or licensed architect registered with the State of New York. Format for the drawings and specifications shall be approved by the County. The cost of preparing 20 complete bid packages for each construction contract shall be included in this proposal.

5. Public Bidding

- a. The consultant shall reproduce and distribute all construction documents.
- b. Attend pre-bid meeting and bid opening.
- c. Assist in the bidding process by answering questions and provide addendums when necessary.
- d. Review bids submitted by contractors, tabulate and forward recommendations for award to each prime contract to the County.
- e. Assist in preparing contracts for selected bidders.
- f. Prepare “Notice of Award” and “Notices to Proceed” letters.

6. Construction Phase

- a. Consultant will prepare for and attend all meetings
- b. Prepare and submit a monthly progress report
- c. Provide design response to unanticipated or changed conditions, analyze and participate in proposed changes and interpret design plans
- d. Conduct on-site visits
- e. Interpret and clarify design concepts, plans and specifications
- f. Coordinate construction activities between contractors

7. Construction Administration and Inspection – consultant shall provide contract administration, management, coordination and scheduling between contracts and full time construction inspection services including maintaining project records, processing payments and performing detailed inspection work.

- a. The consultant shall take measurements and collect other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
 - b. Review all shop drawings provided by the contractor for conformance with the plans and specifications for the project.
 - c. Receive and respond to Requests for Information (RFI's) and coordinate with code enforcement agencies
 - d. Upon nearing completion of the project, the consultant shall be responsible for coordination and documentation of substantial completion (punch lists), final completion, certificates of occupancies and testing of systems whenever required
 - e. Provide project close-out for all construction contracts
 - f. Procure, assemble and present all O & M Manuals, warranties and other pertinent material and equipment information
8. Record Drawings
- a. Upon completion of project, assemble all job notes, directives, change orders and other pertinent data to fully describe all changes to the original plans and specifications
 - b. Receive original drawings and specifications to accurately depict the as-built condition of the project
 - c. Provide two sets of as-built drawings and digital version in Auto Cad format.

V. CONTENT OF PROPOSALS:

- 1. Proposals shall include sufficient information to evaluate the firms understanding of the project scope, experience and qualifications of project personnel and sub consultants, credentials of the firm and basis of compensation. A proposal that does not provide all of the information requested may be subject to rejection.
- 2. Qualifications – The following information is requested to evaluate firm's qualifications and experience with providing similar services for design and construction administration of a Correctional Facility and Public Safety Complex:
 - a. Standard form 330 – Architect – Engineer Qualifications

- b. Description of the firms and sub consultants experience providing similar services on design, construction administration and inspection of jails and Public Safety Complexes in New York State. Identify recent similar projects. Give the names and addresses of the clients, dates of completion and construction costs. Include photographs for projects. Identify individuals within the firm that worked on those projects; indicate the role that each individual played in the project.
 - c. Design Team – Provide the names, experience and credentials of key staff for the firm and sub consultants to be assigned to the project including information regarding work on similar projects.
- 3. Proposals shall include the following –
 - a. Understanding of the scope of the project
 - b. Consultants qualifications and experience with relevant projects
 - c. Team members, their roles and applicable work experience
 - d. Proposed project schedule, including major tasks and completion dates
 - e. Technical approaches in accomplishing the work
 - f. Lump sum fee broken down by individual project tasks showing hours required and billing rates for each individual assigned the work.

VI. BASIS OF COMPENSATION

- 1. All design services shall be performed for a not to exceed lump sum fee
- 2. Compensation for reimbursable expenses shall be based on a not to exceed lump sum fee
- 3. Construction administration / management and inspection shall be used on a not to exceed lump sum fee
- 4. Compensation for reimbursable expenses not associated with the original scope of work shall be based upon actual expenses incurred
- 5. Attach Schedule to this Request for Proposal. Schedule shall contain job titles, salary rates and billing rates for all personnel associated with this project.

Schedule shall be used in conjunction with AIA Document B141-1997 to calculate compensation for services performed that are not included in the original Scope of Work. Schedule shall also be used to calculate credits to the County for services not performed that are included in the original Scope of Work.

VII. CONSULTANT LIABILITY

1. A statement of insurance limits including professional liability and errors and omissions coverage must be attached. This statement must indicate coverage of at least \$1,000,000.00.

VIII. DOCUMENT PRINTING / OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

1. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of Cortland County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval from Cortland County. The County's use of this data for purposes other than originally intended without written verification or adaptation by Consultant shall be at the County's sole risk.

IX. SELECTION PROCESS

1. The County shall review all proposals received and reserve the right to select Consultants for further presentation and interview.
2. The following criteria shall be used in the selection process –
 - a. Approach to Project –
 - i. Understanding of project scope
 - ii. Understanding of implied or required tasks
 - iii. Reasonableness of proposed approach

- iv. Completeness of scope
- v. Proposed work schedule
- b. Experience / Qualifications of Project Personnel and Sub-Consultants –
 - i. Previous experience with governmental agencies
 - ii. Previous experience with similar projects
 - iii. Project staff experience with similar projects
 - iv. Project management expertise
- c. Credentials of Consultant –
 - i. Reference / client assessment of previous performances
 - ii. General project experience
 - iii. Demonstrated ability to keep projects on schedule
 - iv. Consultant's most significant relevant project
- d. Level of Effort –
 - i. Commitment of assigned personnel to the project
 - ii. Consultant's current workload and availability
- e. Proposal Fee

AGREEMENT

THIS AGREEMENT, entered into this day of , 20____, by and between the **COUNTY OF CORTLAND**, New York, (the “COUNTY”), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and , (the “CONTRACTOR”), with offices located at .

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish

(Describe the work to be done; if a proposal for the work exists, attach same as an exhibit and cite said exhibit herein.)

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning , 20 and ending , 20 .

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR \$ within its normal payment period.

ARTICLE 4. CONTRACTOR'S INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker's Compensation Disability Coverage, and Unemployment Insurance.
- (D) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.

The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured.

Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (A) That he/she/it is financially solvent and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (B) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.

ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. COUNTY’S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The COUNTY shall have the right to stop work or terminate the Contract if:

- (A) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (B) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it’s property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
- (C) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
- (D) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
- (E) The CONTRACTOR fails or refuses to comply with all applicable laws or ordinances; or
- (F) The CONTRACTOR violates any provision of the Contract;
- (G) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
- (H) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (I) COUNTY may terminate if the contract is not funded.

ARTICLE 8. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney’s fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 9. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Worker’s Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit.

ARTICLE 10. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

ARTICLE 11. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 12. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 13. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 14. NOTICES

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the CONTRACTOR:

To the COUNTY:

Chairman of the Legislature
County of Cortland
60 Central Avenue
Cortland, New York 13045

ARTICLE 15. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 16. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 17. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 18. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 19. RECORDS RETENTION AND AUDIT

The CONTRACTOR agrees to retain all books, records and/or other documents relevant to this Agreement for six (6) years after the expiration or termination of this agreement or six (6) years after final payment, whichever is later, unless otherwise agreed to by the parties in writing. New York State auditors and/or any other persons duly authorized by the COUNTY shall have full access to and the right to examine any of the above-mentioned documents during the above-stated time period.

ARTICLE 20. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York.

ARTICLE 21. PRIVACY AND SECURITY (HIPAA)

(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH RELATE TO MEDICAL RECORD-KEEPING)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as “Exhibit _____”.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____

Susan Briggs, Chairman,
Cortland County Legislature

Acknowledgement

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Susan Briggs**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CONTRACTOR
(name of company)

DATE: _____

BY: _____

(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT _____

PRIVACY AND SECURITY (HIPAA)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

- (A) CONTRACTOR understands the importance of the privacy of a patient’s PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.
- (B) Further, CONTRACTOR understands that County’s patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- (C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:
 - 1. Properly manage and administer its functions.
 - 2. Meet its legal responsibilities.
 - 3. Provide data aggregation services relating to the health care operations of the COUNTY.
 - 4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
 - 5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- (D) The uses and disclosures of PHI that are required are those disclosures necessary:
 - 1. For patients to review their PHI.
 - 2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
 - 3. To allow the Secretary of Health and Human Services to determine County’s compliance with 45 CFR §164.504.
- (E) CONTRACTOR shall make the following assurances to COUNTY:
 - 1. CONTRACTOR agrees that it shall not use or disclose any patient’s PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and

Accountability Act of 1996 (“HIPAA”) and subsequent federal, state, and local regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.

2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY’s request.
6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual’s request for amendment.
7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual’s PHI.

8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.
 9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.
- (F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services (“HHS”) or other federal or state entity for possible prosecution or sanctions.
- (G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- (H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR’s activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.
- (I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR’s policies and procedures to be “adequate” protection of a patient’s privacy rights relating to PHI, CONTRACTOR may elect to continue to use its own policies and procedures. The term “adequate” in this clause means CONTRACTOR’s policies and procedures meet the minimum privacy and security standards as set forth in COUNTY’s privacy and security policies and procedures.
- (J) COUNTY, through the appropriate Department will:
1. provide CONTRACTOR with its Privacy Notice;

2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR's permitted or required uses or disclosures; and
 3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.
- (K.) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.
- (L.) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.
- (M.) Report to Security Officer of Cortland County any security incidents of which it becomes aware. (A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)

RFP Sample #3

4141

HERKIMER COUNTY

109 MARY STREET

HERKIMER, NEW YORK 13350

REQUEST FOR PROPOSALS

FOR:

NEW SHERIFF & CORRECTIONAL FACILITY

HERKIMER COUNTY SHERIFF'S DEPARTMENT

AUGUST 18, 2006

**REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTING SERVICES**

I. INTRODUCTION:

A. This request for proposal (RFP) is for professional consulting services necessary for the design, bidding, award and construction phase services associated with the development of a new Sheriff & Correctional Facility. Herkimer County requests proposals from consulting firms with demonstrated experience in similar projects. Proposals must be Comprehensive and complete in scope including all tasks and fees required to design and construct a complete and functional correctional facility.

B. Responses to this request for proposal must be submitted in a sealed envelope addressed to:

Mr. Bernard Decker
Purchasing Agent
Suite 1302
109 Mary Street
Herkimer, NY 13350-2914

C. Packages containing proposals must be marked **“RFP for New Sheriff & Correctional Facility.”**

D. Proposals are due at the above address no later than 2:00 p.m. on September 8, 2006.

E. Questions relating to this RFP should be directed to:

Mr. Christopher Farber - Sheriff
320 N. Main Street
Suite 2900
Herkimer, NY 13350
315-867-1167

F. Proposals must contain an original signature of an authorized representative of the firm.

G. Four copies of the proposal are required.

II. BACKGROUND:

Herkimer County's current jail facility was built during the late 1970's, with a capacity to house 35 inmates. In recent years, the inmate population has roughly doubled, and has forced the County to board out prisoners. In addition to the growing population problem, the current facility requires a significant investment in improvements to the HVAC systems, exercise facility and the roof of the structure.

It is therefore the intention of the Herkimer County Legislature to construct a new correctional facility, and to combine it with the functions of the sheriff's department. Since the existing jail is located in the Village of Herkimer, an alternate site outside the village limits will be chosen.

For the purposes of this RFP, it is assumed that the preferred site for this project is located in the Town of German Flatts, and is referred to as the Route 5s/Quarry Site (refer to attached location map). The size of the undeveloped site is roughly 39 acres. However, approximately 15 acres may accommodate future county facilities. The consultant shall base proposals on the Route 5s/Quarry site for the correctional facility.

III. PROJECT DESCRIPTION:

The intent of this project is to design and construct a new sheriff and correctional facility with a capacity of 130 cells. Preliminary planning and assessment of space needs was performed in January 2006 by LaBella Associates, P.C. to determine the function, preliminary size of space requirements, and adjacency needed for the facility (available upon request). Based on this report, the facility will be divided into the following main areas, with a building total gross area of 92,928 sf.

<u>Description</u>	<u>Net Area</u>
▪ Sheriff's Administration	1,580 sf
▪ Civil/Pistol Permits/Records	1,722 sf
▪ Investigation Department	1,037 sf
▪ Armory & Quartermaster	340 sf
▪ Shared Support Spaces	4,322 sf
▪ Jail Administration	1,475 sf
▪ Jail Intake	3,603 sf
▪ Jail Medical	890 sf
▪ Jail Visitation	2,616 sf
▪ Jail Support	2,752 sf
▪ Kitchen	2,502 sf
▪ Medical, Mental, Classification	8,140 sf
▪ Adult Male Housing	7,957 sf
▪ Adult Female Housing	6,272 sf

▪ Minor Male Housing	7,910 sf
▪ Male Segregation Unit	2,376 sf
▪ Garages	3,980 sf

The final size and type of construction of the building will be determined by project budget, building function and layout efficiencies, life cycle costs and other factors determined during design development. The County is planning a fall 2008 occupancy of the new correctional facility.

IV. SCOPE OF WORK

- A. The consulting firm selected for this project shall be required to provide a comprehensive scope of services that is all inclusive of the tasks necessary to design and construct a complete facility. The consultant shall comply with all existing laws, rules and regulations in effect as of the final completion of the project and the County's acceptance of the project, including the New York State Environmental Quality Review Act, the New York State Building Code, New York State Energy Code, the New York State Commission of Corrections, NFPA Life Safety Code, and Americans with Disabilities Act. Services shall be performed in accordance with AIA and EJCDC contract forms. Services shall include, but not be limited to, the following:
1. Conduct site topographic survey to include wetland delineation. A boundary survey of the parcel will be completed by the county.
 2. Prepare plans and bid specifications for all related work, including building and site design including fencing and landscape architecture, and off-site utilities.
 3. Coordinate with and secure approval as necessary from all Federal, State and municipal governments and agencies, as well as from utility companies and any other public or private agency affected by the proposed construction. Prepare and secure all permits necessary for the construction of this project.
 4. Prepare stormwater pollution prevention plan, SWPPP administration, and inspection.
 5. Prepare for and attend all meetings as directed by the County. Meetings may be held to:
 - Present, discuss, and receive direction on the design, progress and scheduling.
 - Present, discuss, and receive direction on project specifics.

- Discuss and resolve comments resulting from review of project documents, county committees, and coordination with other agencies.
 - Present information at public meetings and hearings.
6. Plan for and perform all necessary traffic studies, environmental quality review assessments and reports (State Environmental Quality Review Act), and other special studies, including entering into subcontracts for geotechnical design services, soil and foundation investigations, soil tests and analyses of test results, and other third party specialty services.
 7. Include in the design the ability to develop and let early bid packages for site work, foundations, etc.
 8. Evaluate and compare on-site wastewater treatment versus pumping to the Village of Herkimer Wastewater Treatment Facility (refer to location map). This comparison shall include the initial capital investment, operation and maintenance costs, and future replacement costs of the systems. This task shall also include design and preparation of contract documents for a off-site sewer main. Cost for design of an on-site sewage disposal system will not be considered for this proposal. This task shall also include the preparation and securing all necessary permits and approvals from the NYSDOH, NYSDEC, and NYSDOT, as well as a topographic survey of the proposed route. The establishment of a sewer district if required will be completed by the County.
 9. Evaluation of the existing watermain for quantity and pressure as well as an extension of the watermain (approximately 1,800 feet of 8-inch watermain) to the Route 5s/Quarry site. This task shall also include design and preparing of contract documents and securing all necessary permits and approvals from the NYSDOH, and NYSDOT, as well as a topographic survey of the proposed route. Assume water pump station and storage tank is not required. The establishment of a water district if required will be completed by the County.
 10. Design and/or specify all furniture, fixtures, security and control systems, telephone systems, computer and data systems, radio equipment and systems, emergency generator, signage, bed and bedding supplies and all other items for a complete and functioning facility. Prepare and review with the county a list of items that can be pre-purchased by the county and installed by the contractor.
 11. Consultant shall be responsible for overseeing and coordinating all construction contracts and for the scheduling of these contracts thru-out construction.
- B. Consultant services shall be divided into the following sequential phases:

(a) Implantation and Preliminary Evaluations

1. Confer with the County and review requirements of the project to arrive at a mutual understanding of the scope of the project.
2. Inspect proposed site and review existing data available for project development.
3. Review programming study and adjacency diagrams for a new sheriff & correctional facility (prepared by Labella Associates, P.C.)
4. Evaluate preliminary sizing and adjacencies for cost savings and operational efficiencies. Consultant shall develop a minimum of two alternative schematic layouts to determine most feasible design of the proposed buildings.
5. Analyze various design alternatives including types of building construction with regards to cost and schedule. As part of the analysis, perform life - cycle evaluation on HVAC systems to determine the most feasible design. The evaluation will compare initial costs to the longevity of components to determine the best value. Submit results including cost estimates for each alternative analyzed, to County for review and selection.
6. Attend meetings to discuss design alternatives.
7. Prepare preliminary construction cost estimates for selected building design and layout.

(b) Design Development

1. Verify design alternative selected by the County. Consultant shall discuss the design and constraints of the proposed design.
2. Submit design development drawings to NYS Commission of Corrections for review and approval.
3. Prepare preliminary drawings and specifications for building(s) and site work and off-site utilities sufficient to permit review and approval by the County. Once comments are incorporated into the drawings, the consultant shall coordinate with all agencies.
4. Review and incorporate comments and revisions into design.

5. Provide a detailed estimate of probable construction costs.
6. Attend meetings as required to discuss preliminary design.
7. Consult with NYSERDA to determine the most appropriate program for the County. The consultant shall prepare all applications and paperwork. The program in which the County participates in shall guide fixture and system selections.
8. As deemed necessary, the documents shall be tailored to provide bid alternatives to ensure bid phase success.

(c) Comments, Revisions and Final Review

1. Revise plans if required to incorporate design changes based on budget constraints, reviews and comments.
2. Submit drawings and specifications for approval to all agencies concerned. Including, but not limited to, Herkimer County, New York State Commission of Corrections and governing New York State permitting agencies.
3. Review and incorporate comments and revisions into the design.
4. Provide a detailed estimate of probable construction costs.

(d) Bid Documents

1. Prepare final design drawings, specifications and bid documents stamped and signed by a Professional Engineer or licensed architect registered with the State of New York. Format for the drawings and specifications shall be approved by the County. The cost of preparing 30 complete bid packages for each construction contract shall be included in this proposal.

(e) Public Bidding

1. The consultant shall reproduce and distribute all construction documents.
2. Attend pre-bid meeting and bid opening.
3. Assist in the bidding process by answering questions and provide addendums when necessary.
4. Review bids submitted by contractors, tabulate and forward recommendations

for award to each prime contract to the County.

5. Assist in preparing contracts for selected bidders.
6. Prepare "Notice of Award" and "Notices to Proceed" letters.

(f) Construction Phase

1. Consultant will prepare for and attend all meetings.
2. Prepare and submit a monthly progress report.
3. Provide design response to unanticipated or changed conditions, analyze and participate in proposed changes, and interpret design plans.
4. Conduct on-site visits.
5. Interpret and clarify design concepts, plans and specifications.
6. Coordinate construction activities between contractors.

(g) Construction administration and inspection - consultant shall provide contract administration, management, coordination and scheduling between contracts, and full time construction inspection services including maintaining project records, processing payments and performing detailed inspection work.

1. The consultant shall take measurements and collect other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
2. Review all shop drawings provided by the contractor for conformance with the plans and specifications for the project.
3. Receive and respond to Requests for Information (RFI's), and coordinate with code enforcement agencies.
4. Upon nearing completion of the project, the consultant shall be responsible for coordination and documentation of substantial completion (punch lists), final completion, certificates of occupancies, and testing of systems whenever required.

5. Provide project close-out for all construction contracts.
6. Procure, assemble, and present all O&M Manuals, warranties, and other pertinent material and equipment information.

(h) Record Drawings

1. Upon completion of project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.
2. Revise original drawings and specifications to accurately depict the as-built condition of the project.
3. Provide two sets of as-built drawings and digital version in Auto Cad format.

V. CONTENT OF PROPOSALS:

- A. Proposals should include sufficient information to evaluate the firms understanding of the project scope, experience and qualifications of project personnel and subconsultants, credentials of the firm and basis of compensation. A proposal that does not provide all of the information requested may be subject to rejection.
- B. Qualifications: - The following information is requested to evaluate the firms qualifications and experience with providing similar services for design and construction administration of a sheriff and correctional facility:
 1. Standard form (SF) 254 and (SF) 255.
 2. Description of the firms and subconsultants experience providing similar services on design, construction administration and inspection of jails and sheriff offices in New York State. Identify recent similar projects. Give the names and addresses of the clients, dates of completion, and construction costs. Include photographs for projects. Identify individuals within firm that worked on those projects; indicate the role that each individual played in the project.
 3. Design Team - Provide the names, experience and credentials of key staff for the firm and subconsultants to be assigned to the project including information regarding work on similar projects.
- C. Proposals shall include the following:

scope
Projects
org chart resumes
Schedule
approval
fee LS

1. Understanding of the scope of the project.
2. Consultants qualifications and experience with relevant projects.
3. Team members, their roles, and applicable work experience.
4. Proposed project schedule, including major tasks and completion dates.
5. Technical approaches in accomplishing the work.
6. Lump sum fee broken down by individual project tasks showing hours required and billing rates for each individual assigned the work.

VI. BASIS OF COMPENSATION

- A. All design services shall be performed for a not to exceed lump sum fee.
- B. Compensation for reimbursable expenses shall be based on a not to exceed lump sum fee.
- C. Construction administration/management and inspection shall be based on a not to exceed lump sum fee.
- D. Compensation for reimbursable expenses not associated with the original scope of work shall be based upon actual expenses incurred.
- X E. Attach Schedule "X" to this Request for Proposal. Schedule "X" shall contain job titles, salary rates and billing rates for all personnel associated with this project. Schedule "X" shall be used in conjunction with AIA Document B141-1997 to calculate compensation for services performed that are not included in the original Scope of Work. Schedule "X" shall also be used to calculate credits to the County for services not performed that are included in the original Scope of Work.

VII. CONSULTANT LIABILITY

- AS Statement
- A. A statement of insurance limits including professional liability and errors and omissions coverage must be attached. This statement must indicate coverage of at least \$1,000,000.00.

VIII. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

- A. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adaptation by Consultant shall be at the County's sole risk.

IX. SELECTION PROCESS

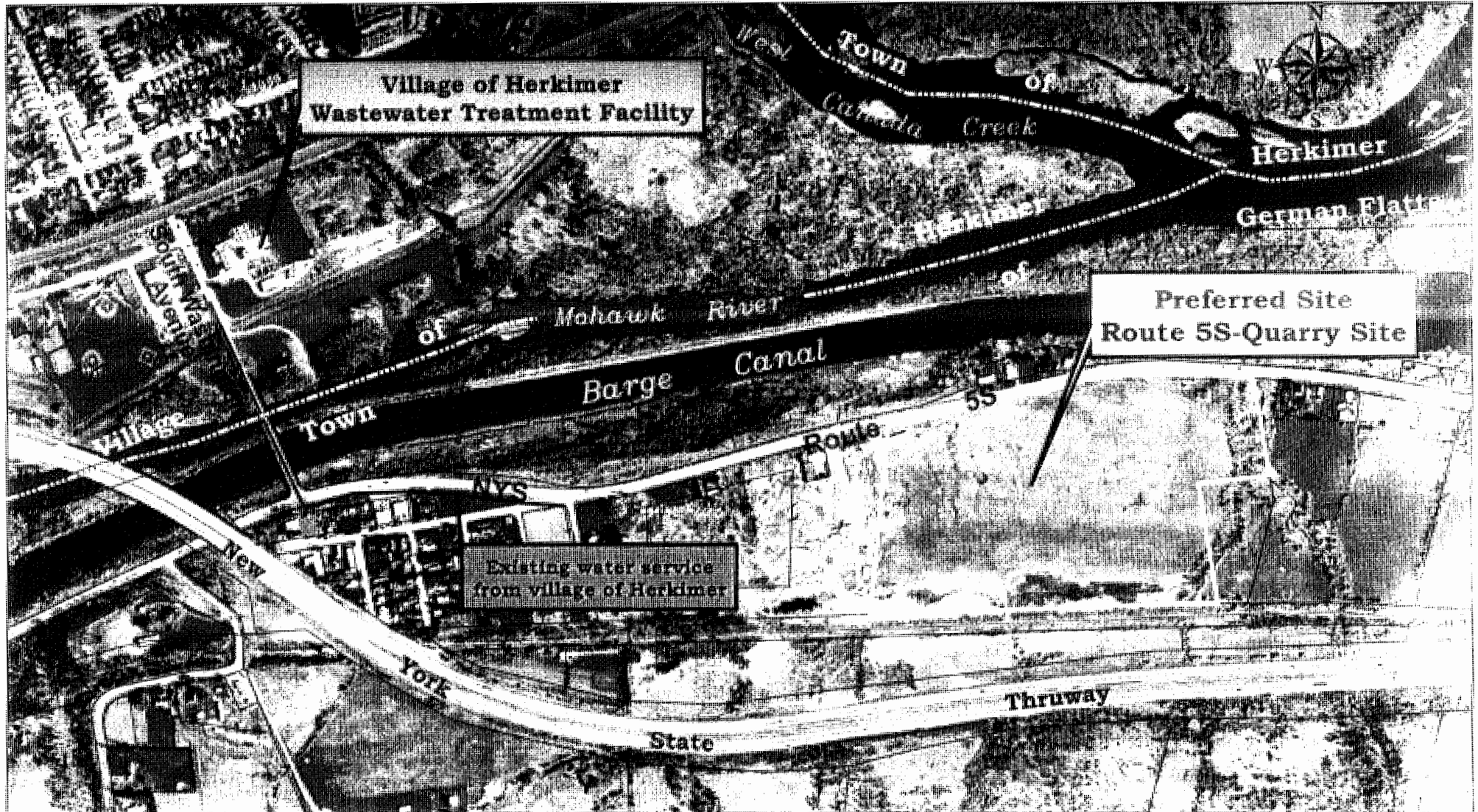
1. The County shall review all proposals received and reserve the right to select Consultants for further presentation and interview.
2. The following criteria shall be used in the selection process.
 - a. Approach to Project:
 - (1) Understanding of project scope
 - (2) Understanding of implied or required tasks
 - (3) Reasonableness of proposed approach
 - (4) Completeness of scope
 - (5) Proposed work schedule
 - b. Experience/Qualifications of Project Personnel and sub-consultants:
 - (1) Previous experience with governmental agencies
 - (2) Previous experience with similar projects
 - (3) Project staff experience with similar projects
 - (4) Project management expertise
 - c. Credentials of Consultant:
 - (1) Reference/client assessment of previous performances
 - (2) General project experience
 - (3) Demonstrated ability to keep projects on schedule
 - (4) Consultant's most significant relevant project
 - d. Level of Effort
 - (1) Commitment of assigned personnel to the project
 - (2) Consultant's current workload and availability.
 - e. Proposal Fee

Location Map of Herkimer County Sheriff & Correctional Facility

Town of German Flatts

Scale 1:8,000

0 300 600 1,200 1,800 2,400 Feet



RFP Sample #4



GENESEE COUNTY
a 21st century government

SERVING THE COMMUNITY SINCE 1802

GENESEE COUNTY REQUEST FOR PROPOSALS

**Architectural and Engineering Planning, Design and Construction
Administration Services for the Genesee County Jail Project**

RFP 2018-106

Issue Date:

Tuesday September 11, 2018

Due Date:

Wednesday, October 10, 2018

Prior To 3:00 p.m.

Respond to:

**Genesee County
County Building #1
Room 317A
15 Main Street
Batavia, New York 14020**

Attention:

**Katherine “Eve” Hens
Director, Purchasing**

GENESEE COUNTY PURCHASING DEPARTMENT

RESPONSE CHECKLIST

RFP 2018-106

The Proposers attention is especially called to the terms listed below, which must be submitted in full as part of this proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation or provision not officially invited in this RFP (Request for Proposals) may be cause for rejection of the proposal.

Please check each item indicating your compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

- RESPONSE CHECKLIST
- PRICING SUBMISSION SHEET (Vendor's Own Submission)
- NON-COLLUSION FORM
- PROPOSAL FORM
- REQUIRED FORMS AS LISTED IN RFP
- ADDENDUM(S) ACKNOWLEDGED (IF APPLICABLE)
- ADDITIONAL LITERATURE/BROCHURES – IF APPLIES
- ONE (1) ORIGINAL AND THREE (3) COPIES OF PROPOSAL DOCUMENTS
-Please do not submit spiral bound copies-
- VENDOR RESPONSIBILITY FORM
- IRAN CERTIFICATION FORM
- INSURANCE/WORKERS' COMPENSATION/DISABILITY

Please read all the information contained in this package.

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

REQUEST FOR PROPOSALS
RFP 2018-106

Genesee County Purchasing Director is requesting proposals for:
Architectural and Engineering Planning, Design and Construction Administration Services for the
Genesee County Jail Project

Specifications may be downloaded at www.bidnetdirect.com/new-york

Vendors will need to register before downloading. Questions regarding this
proposal may be directed to the Purchasing Office, 15 Main Street, Batavia, NY 14020,
at 585.344.2550 x2201, Monday through Friday, between 8:30 am and 5:00 pm no later
than 5:00 pm on: Thursday, October 4, 2018

Sealed proposals must be in possession of Genesee County Purchasing Director, County
Building No.1, 15 Main Street, room 317A, Batavia, New York 14020, no later than
Wednesday, October 10, 2018 , prior to 3:00 p.m. prevailing time. All proposals shall be
accompanied by a non-collusion statement in order to be considered. Late Proposals will be
returned, unopened to contractor.

Genesee County reserves the right to forego any formalities and reject any or all bids.

Genesee County is an equal opportunity employer.

Proposal Timeline

Distribute RFP	09/11/18
Last Date to Accept Questions from Vendors	10/04/18
Responses Due to Purchasing	10/10/18
RFP Review & Questions to Vendors	10/10-11/18/18
Vendor Selection	11/19/18
Legislature Approval	11/28/18
Contract Start Date	12/01/18

SCOPE OF WORK AND OTHER SPECIFICATIONS

I. INTRODUCTION AND BACKGROUND

Genesee County has been addressing jail facility problems for many years. The oldest part of the jail was built in the 1902 and is still used today. Several expansions were made to the jail over the years, the latest in 1985. The current jail capacity is 87 inmates with a 10 bed variance. The jail does not currently house females. This capacity is exceeded on a regular basis, and boarding out of prisoners is a necessity. Our peak population in recent years has surpassed 130 inmates.

Genesee County is now in the position of having to expand jail capacity through construction of a new facility.

- The current jail is located at 14 West Main Street, Batavia, NY. Since it is landlocked, the expectation is that the new facility will not be adjacent to the current jail. Site selection is ongoing, but not complete.
- A bed needs study has been completed projecting a need for 184 beds by 2042. Jail Statistics are currently being reviewed to determine the proposed size for a new facility. It should be noted that the size of the facility will need to be finally approved by both the County Legislature and the New York State Commission of Corrections after a proposal is developed based on the statistical analysis. All information completed to date by the Jail Steering Committee will be shared with the selected consultant.

II. SCOPE OF SERVICES

- A. Genesee County is looking for a partner to help guide us from the design stage all the way through the transition phase and ultimately the closing of our existing jail. The Architect selected will be expected to work closely with Jail Steering Committee, County Staff, the Commission of Corrections and the Construction Manager hired by the County during all phases of the project. It is the intent of Genesee County to have all parties involved directly in the design and construction of the Jail. We intend on utilizing the skills and experience of the various parties to design a Jail that is appropriate for our needs, and that can be built and operated in logistically effective and cost-efficient manner. The selected vendor will assist in the selection of the Construction Manager early on in the Project.
- B. Our current schedule anticipates starting of construction during the 2020 construction season. This schedule is extremely tentative and is subject to change. All phases of the project are contingent upon approval of the Genesee County Legislature.
- C. All costs of preparing the proposal response to this RFP and participation in the overall process will be borne by the Offerer, and not Genesee County

III. QUALIFICATIONS REQUIREMENTS

In order to help review each submission, Genesee County is asking that your Statement of Qualifications be organized according to the following format. All proposals shall be limited to thirty 8-1/2 x 11 pages.

1. Title Page
2. Letter of Introduction
3. Table of Contents

4. Firm's Approach to County Jail Projects
5. Staff Assignment to the Project. Please provide resumes of staff you will assign to the project if your firm is selected.
6. Experience in Criminal Justice and Detention Facilities. In particular, identify County Jail Projects in the Northeast.
7. Experience with Genesee County
8. References
9. Other Information (Optional)

IV. SELECTION PROCESS AND AWARD OF CONTRACT

- A. The Jail Steering Committee, appointed by the Chair of the Legislature, will review and evaluate the proposals submitted in response to this Request for Proposals. Proposals will be evaluated on the basis of the information provided within each proposal, the ability of the Offerer to perform, past performance history, recommendations, and understanding of the work to be performed.
- B. After the initial review, interviews may be performed with selected finalists. Additional information regarding the County's expectation of firms in regards to the interviews will be provided to finalists.
- C. Finalists will be expected to submit a general cost proposal before their scheduled interview. This cost proposal will be a component of the scoring matrix. We will require that the cost proposal be broken down by phase (i.e. schematic design, design development, construction documents, bid documents, and construction observation). Initially, the fees will be based upon a percentage-of-construction cost calculation. The intent is to convert the percentage to a fixed cost as early in the process as possible. Genesee County recognizes that there are a variety of unknown project factors that will affect cost. The final fee structure will be developed during contract negotiations. The County reserves the right to select other than the lowest cost proposal.
- D. The finalists will be ranked by the members of the Jail Steering Committee utilizing a scoring matrix that will be based on the following criteria:
 - References and/or Portfolio information for Key Staff (20%)
 - Firm's Experience on Similar Projects (25%)
 - Understanding of the work to be performed and proposal details (25%)
 - Experience with Design to New York State Commission of Corrections Standards for County Jails (20%)
 - Cost Proposal (10%)
- E. After the proposals have been evaluated, a recommendation will be made to the Genesee County Legislature to authorize negotiations with the firm best qualified based on the Committee's evaluation. If compensation deemed fair and reasonable by Genesee County cannot be agreed upon with this firm, the negotiations will be formally terminated with the selected firm. Genesee County reserves the right to negotiate with the second most qualified firm. This process will continue until an agreement is reached or Genesee County exhausts the list of qualified finalists.

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V – GENERAL INFORMATION

Submission Deadline:

All proposers must submit one (1) original and THREE (3) COPIES of the proposal prior to 3:00 pm on: Wednesday, October 10, 2018

Proposals may be mailed or hand delivered to the Genesee County Purchasing Department, County Building I, 15 Main Street, Batavia, New York 14020. *Late proposals will not be opened and will be returned to the contractor.*

Award Decisions:

An Awards Committee including the jail steering committee:

Assistant County Manager;
Genesee County Sheriff;
Genesee County Director of Planning;
Genesee County Deputy Treasurer;
Genesee County Director of IT;
Genesee County Jail Superintendent;
Genesee County Manager- ad hoc;
Genesee County Undersheriff- ad hoc;
Two (2) Genesee County Legislators- ad hoc.

Approval by designated committee will be followed by Legislature approval, with contract awarded by Genesee County Resolution.

Award shall be made to the bidder whose proposal is determined to be in the best interest of Genesee County based upon the evaluation of references, the award criteria and interviews, if conducted.

Applicants may be called in by the committee for an interview. Genesee County reserves the right to conduct or waive interviews.

Price will not necessarily be the determining factor in the award of the contract. All proposals will be evaluated to determine if they meet the required format and be in compliance with all requirements of the Request for Proposals.

Incomplete or non-responsive proposals may be rejected at the discretion of Genesee County.

The following criteria will be utilized in the evaluation of qualifications for developing the list of candidates to be considered for interviews and/or potential negotiations. The following criteria are NOT listed in order of importance.

Principal Award Criteria:

- References and/or Portfolio information for Key Staff (20%)
- Firm's Experience on Similar Projects (25%)
- Understanding of the work to be performed and proposal details (25%)
- Experience with Design to New York State Commission of Corrections Standards for County Jails (20%)
- Cost Proposal (10%)

The Genesee County Purchasing Director may arrange for an interview with proposers submitting proposals, if required, for the purpose of obtaining additional information or clarification. Proposers must be prepared to make one or more interviews. Proposers must comply with this request or be disqualified. Proposers may be requested to make presentations prior to award of contract. Proposers must comply with this request or be disqualified.

Proposers are advised that, if in the event of receipt of an adequate number of proposals which, in the opinion of the Genesee County Purchasing Director, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and represent the Vendor's "best offer."

Genesee County reserves the right to reject any and all proposals and to waive minor irregularities. Genesee County further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the County to do so.

Proof

The Vendor shall bear the burden of proof for compliance with this specification.

Contract Term

This contract will take effect 12/01/18 , with the successful provider being expected to begin service at full levels as of that date. The contract will continue through 11/30/21 .

The contract may then be renewed for TWO (2) additional one (1) year periods upon mutual, written consent of both parties and in the best interest of Genesee County.

Vendor Acknowledgements:

By submitting a proposal to provide and perform services sought by Genesee County, each proposer:

1. Represents and acknowledges the proposer has examined and is familiar with this RFP and all its specifications and requirements.
2. Represents and acknowledges the proposer can furnish the materials, equipment and/or services required satisfactorily and in complete compliance with the specifications.
3. Acknowledges that neither the County nor any agent or representative of the County have made any representation or promise on which the proposer has relied regarding the services covered by this request for proposal, or any matter or thing whatsoever relating thereto or otherwise, except as set forth.

Inquiries:

Questions relating to this RFP may be directed to:

William Sheron
Sheriff
165 Park Rd
Batavia, NY 14010

Katherine “Eve” Hens
Purchasing Director
15 Main Street
Batavia, NY 14020
585-344-2550, ext. 2201
eve.hens@co.genesee.ny.us

Last Date for Questions:

Final date for written question is **Thursday, October 4, 2018**. All questions about the meaning or intent of the specifications must be submitted in writing (or email/fax). Vendors shall provide their fax number as well as email address for response. Any questions the County feels are pertinent to all proposers will be distributed as an addendum to the RFP to all parties recorded as having received the proposal documents. Only questions answered by formal written Addenda will be binding. Please place the title of the RFP in the subject line when sending an email.

Proposal Format:

- Bids must be accompanied by a signed Proposal Form and signed Non-Collusion Statement.
- These forms can be found at the end of these specifications.
- **One (1) original** and **THREE (3) COPIES** of the proposal package must be provided.
- Read all documents contained in the proposal package.
- Proposers are responsible for submitting their proposals to the Genesee County Purchasing Department, 15 Main Street, Batavia, NY 14020 at or prior to the time indicated in the bid package. No proposals will be accepted after the designated time indicated in the proposals package. **Proposals are**

due prior to 3:00pm on: Wednesday, October 10, 2018

- Facsimile or emailed copies are NOT acceptable. Bids/RFP responses must be delivered to Purchasing Office before stated deadline to be considered.
- Proposers are responsible for reporting, in writing, any errors found in the bid specifications to the Genesee County Purchasing Director, 15 Main Street, Batavia, NY 14020.
- Bidders shall indicate on the outside of their sealed bid the following information:
 - a. Title of RFP and RFP Number
 - b. Date and Time of RFP Opening
 - c. Company Name

Failure to do so may result in the rejection of the proposal as being unresponsive.

Non-Collusion Statement:

A signed Non-Collusion Statement ***shall be*** returned with your proposal.

Late Proposals:

Proposals received in the Purchasing Office ***after the date and time*** prescribed shall not be considered for contract award and shall be returned to the Vendor as non-responsive. The Vendor is responsible for the delivery of the proposal. If the proposal is delivered to the wrong county office, by any delivery method, the Vendor bears the responsibility. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the Vendor.

The County employee whose duty it is to receive proposal documents will decide when the specified time has arrived and no proposal received thereafter will be accepted.

NOTE: Any delay due to traffic, weather, construction, mail or express delivery, mechanical failure or failure to locate the Purchasing Office, is not an exception to the deadline for receipt of proposals. Please plan accordingly.

Invoicing/Payment:

Payment will be made forty five (45) days or less after receipt of invoice.

Completeness and Accuracy of Bid Documents:

The County of Genesee shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the Genesee County Purchasing Department.

Any vendor submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Genesee County Purchasing Department.

It is HIGHLY suggested that all vendors interested in participating in this solicitation, contact the Genesee County Purchasing Department directly at the above address or

telephone number to assure they have received the most accurate and up to date material concerning this contract.

Release of Information:

The County does not offer or supply anyone the list of people that have obtained a copy of the RFP scope of services or cost estimates for the project prior to the opening of the RFP. NO EXCEPTIONS ARE MADE TO THIS POLICY.

Pricing:

Each price listed in the proposal will include any and all expenses involved in the furnishing and installation of goods and services covered under these specifications. Each proposal price will exclude any and all taxes. Governmental entities are tax-exempt under State law.

Price adjustments, if necessary, will be acceptable upon proper documentation, at the time of contract renewal only.

References:

Provide a minimum of three (3) references that relate to the services we require. Please include as many of the following as you can, including name, contact person and telephone numbers for all references:

- (a) Any current customer – Individual or organization;
- (b) Any former customer;
- (c) A customer with 3 – 5 years experience with your organization;
- (d) Any customers representing similar services as requested.

Clarification of Proposal Information:

Genesee County reserves the right to request verification, validation or clarification of any information contained in any of the proposals. This clarification may include checking of references and securing other data from outside sources, as well as from the Vendor.

Reference to Other Materials:

The Proposer cannot compel Genesee County to consider any information except that which is contained in its proposal, or which is offered in response to a request from the County. The Proposer should rely solely on its proposal. The County, however, reserves the right, in its sole discretion, to take into consideration its prior experience with proposers and information gained from other sources.

Altering Proposal:

Proposals cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time and date shall be initialed by the signer of the proposal, guaranteeing authenticity. Proposals must be submitted in ink or typewritten. Penciling will not be accepted.

Amendment of Proposal:

A Proposal may not be amended. However, a Proposal may be withdrawn and resubmitted pursuant to (Withdrawal of Proposal) section above.

Withdrawal of Proposal:

A proposal may be withdrawn at any time prior to the submittal deadline. A Proposal may be withdrawn and resubmitted at any time prior to the submittal deadline. No proposal may be withdrawn after the submittal deadline without the consent of Purchasing which may be withheld by Purchasing in its absolute discretion.

Proposal Subject to Disclosure:

During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which could cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

Should you feel your firm’s proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request shall be in writing, shall state the reasons why the information should be excepted from disclosure, shall be provided at the time of submission of the subject information and in the same envelop as the proposal. *The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.*

Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

Genesee County cannot guarantee the confidentiality of any information submitted.

Opening of Proposals:

Under the Request for Proposals process, sealed offers will be received and opened in the Office of the Purchasing Director. Each proposal will be checked to determine if it is complete and meets the requirements of this Request for Proposals. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until after award. When such award is completed, proposals will be available for public inspection.

Cost for Proposal Preparation:

Any and all costs incurred by a firm in preparing or submitting proposals are the proposer’s sole responsibility. Genesee County will not reimburse any proposers for the costs incurred preparing proposal, preparing or submitting additional information requested by

the County, or for the participation in a selection interview.

Elaborate Proposals:

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are neither required nor desired.

Right to Submitted Materials:

All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, display, schedules, exhibits and other documentation submitted by the proposers, will become the property of the County when received.

Minimum Conditions for Consideration:

To be considered, the proposer must, at a minimum, respond to the full scope of services specified in this RFP. The vendor may provide suggested additions, enhancements or improvements to the scope of services, which, at the discretion of the County, may or may not be considered.

Genesee County reserves the right to:

1. Reject any and all proposals received in response to this RFP;
2. Reject the proposal of a vendor who has previously failed to perform properly;
3. Select proposals for contract award or for negotiations, other than those with the lowest price;
4. Negotiate as to any aspect of the proposal with any vendor.
5. Waive any technical or formal defect in the proposals, that is considered by Genesee County to be merely irregular, immaterial, or unsubstantial.

Award of Contract:

Award of contract will be made following review of responses by the Award Committee; approval by designated committee followed by the Legislature approval, with contract awarded by Genesee County Resolution.

Contract Development:

If the County accepts a proposal, the County of Genesee intends to enter into a contractual agreement with the vendor providing the proposal which best meets the needs and requirements of the County. The content of the Request for Proposals and the successful proposal submitted will become an integral part of the contract, but may be modified by provisions of the contract upon mutual agreement.

Exception:

Any exception taken by the Vendor to the requirements and conditions of the specifications must be stated and described in detail as a part of the proposal. If no exceptions or deviations are identified in this manner, the item must be furnished exactly as described herein.

Advertising:

In submitting its proposal, the Proposer agrees not to use the results there from as a part of any news release or commercial advertising without written approval of the County.

Addenda:

Genesee County may, at any time by written notifications to all vendors, change any portion of the Proposal described and detailed herein. These changes will be communicated to the vendors in the form of Addenda. Copies of addenda will be posted on the Empire State Purchasing Group web page at www.empirestatebidsystem.com. No Addenda will be issued later than forty-eight hours prior to the date and time for the receipt of offers, except an addenda withdrawing the Proposal or addenda for postponement of the Proposal due date/time.

Vendors shall ascertain prior to submitting their bid they have received all Addenda's issued and the acknowledge receipt of Addenda by the return of the signed Addenda form(s) with the Proposal response. It is the responsibility of the Vendor to check the Empire State Purchasing Group web page for Addenda which may be issued on this Proposal.

Reminder: It is the vendor's sole responsibility to verify the Proposal submittal includes any or all addenda.

Registration, Downloading, Addenda From Purchasing Web Site:

You must register with The Empire State Purchasing System before you download either a RFP or Addendum. Vendors are exclusively responsible for the downloading Addendums from the web site. It is imperative to check The Empire State Purchasing System web page frequently right up to the RFP closing date. By submitting a proposal a vendor waives any claims related to the failure to keep so apprised.

Alternate Proposals:

An alternate proposal is viewed by Genesee County as a proposal describing an approach to accomplishing the requirements of the RFP which differs from the approach set forth in the solicitation.

An Alternate proposal may also be a second proposal submitted by the same proposer which differs in some degree from its basic or prime approach.

Alternate proposals may address the technical approach or other provision or requirements set forth in the solicitation.

Genesee County will, during the initial evaluation process, consider all alternate proposals submitted. Genesee County reserves the right to reject any and all alternate proposals should it be in the best interest of the County.

Certifications of Insurance/Workers' Compensation/Disability:

The vendor shall provide current Certificates of Insurance, Workman's Compensation/Disability with the proposal as described in the attached Insurance Certification Form.

Proof of Worker' Compensation coverage is NOT acceptable when listed on the Insurance Acord. Please see further instructions on Workers' Compensation included with this bid.

The Acord Certificate, Workers' Compensation and Disability forms must all be on file with the County before contract can be awarded.

Governing Law:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of New York.

Independent Contractor

It is understood the contractor is an independent contractor and shall not be considered an agent of the County, nor shall any of the contractor's agents or employees be considered subagents for the County.

Disqualifications:

Genesee County reserves the right to disqualify any company upon convincing evidence of collusion with intent to defraud and to commit any other illegal practices on the part of the firm. Failure to comply with requests for insurance or bonding may also be grounds for disqualification. Genesee County reserves the right to reject any and all proposals, to waive all technicalities and irregularities, and to make the award considered to be in the best interest of the County.

Iranian Energy Sector Divestment:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law.

Fuel Surcharges:

Genesee County will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the County in the solicitation or contract. Any fuel charges added and not authorized by the County will be deleted from any payments made to the vendor.

Purchases by Other Local Governments (Piggybacking):

Bidders shall take notice that as a condition of the award of the County contract, pursuant to meeting specifications, the successful bidder agrees to accept the award of a similar contract with any or all qualified municipalities if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

COUNTY OF GENESEE
Department of Purchasing
15 Main Street
Batavia, New York 14020

GENERAL TERMS AND CONDITIONS
FOR SEALED BIDS AND REQUESTS FOR PROPOSALS

1. Each Bid/RFP shall be enclosed in a sealed envelope and must be mailed or delivered so as to be received prior to the time set in the advertisement for opening Bid/RFP. **Said sealed envelope shall have the information noting the commodity and date and time of opening. This information must be affixed to the outermost packaging to be easily identified by Purchasing personnel as a sealed Bid/RFP.**

2. Bid/RFP shall be submitted on Genesee County Bid/RFP Forms, unless otherwise indicated in the Bid/RFP specifications, or Bid/RFP will not be considered. Bid/RFP must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

3. Any change in wording or interlineation by Respondent of the inquiry as published by the County of Genesee shall be reason to reject the proposal of such Respondent, or in the event that such change in the Invitation to Bid/RFP is not discovered prior to entering into contract, to void the contract entered into pursuant to such Bid/RFP. Any additional information which the Respondent desires to add to the Bid/RFP shall be written on a separate sheet of paper, attached to and submitted with the formal sealed Bid/RFP, to be read at the formal Bid/RFP opening.

4. AWARDS. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all or none basis.

5. Respondents are to furnish all information requested in the spaces provided on the Bid/RFP invitation form. Further, as may be specified elsewhere, each Respondent must submit with his Bid/RFP cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bid/RFPs in non-compliance with these requirements will be subject to rejection.

6. All documentation required by specifications shall be submitted by the Respondent as part of his sealed Bid/RFP at the time of Bid/RFP opening.

7. This Executor Clause shall be a part of any agreement entered into pursuant to the Bidding or Request for Proposal procedure.

(A) It is understood by the parties that the agreement shall be executory only to the extent of the monies available to the County of Genesee and appropriated therefore, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

8. No taxes are to be billed to the County of Genesee. Bid/RFPs shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision.

9. The successful Respondent shall comply with all laws, rules, regulations, and ordinances of the Federal Government, the State of New York and any other political subdivisions or regulatory body which may apply to its performance under this contract.

10. The successful Respondent to whom a Bid/RFP is awarded shall indemnify and hold harmless the County of Genesee and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to a Bid/RFP.

11. The successful Respondent to whom a Bid/RFP is awarded shall not assign, transfer, convey, sublet or otherwise dispose of a contract or the successful Respondent's right, title or interest therein, or the successful Respondent's power to execute such contract to any other person, firm or corporation without the express prior written consent of Genesee County, in accordance with New York State General Municipal Law, Section 109.

12. A Bid/RFP submitted is firm and irrevocable for a period of forty five (45) days from the date and time of the Bid/RFP opening. If a contract is not awarded within the forty five (45) day period, a Respondent to whom the Bid/RFP has not been awarded may withdraw his Bid/RFP by serving written notice of his intention to the County of Genesee. Upon withdrawal of the Bid/RFP, pursuant to this paragraph, the County of Genesee will forthwith return the Respondent's security deposit.

13. The base Bid/RFP shall remain firm and any other charges bid or proposed shall also remain firm, for delivery of services or goods described in the Bid/RFP.

14. Any contract entered into pursuant to a Bid/RFP may be terminated at any time during the term of the contract by either party through notification in writing to the other party via certified mail of the desire to cancel. Such notice shall be serviced not less than thirty (30) days prior to the desired termination date. Notification shall be made to the Genesee County Purchasing Department shall be made by certified mail to the attention of the Purchasing Director, County Building No.1, 15 Main Street, Batavia, NY 14020.

15. In executing a Bid/RFP, the Respondent affirms that all of the requirements of the specifications are understood and accepted by the Respondent, and that the prices quoted include all required materials and services. The County will not be responsible for any errors or omissions on the part of the Respondent in preparing his Bid/RFP. In case of error in extension of prices in the Bid/RFP, the unit price will govern.

16. Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State and local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful Bid/Respondent shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local and federal requirements relating to clean air and water pollution.

“The NYS Right to Know Law and the OSHA Hazard Communication Standard (29CFR 1920.1200 - Revised August 24, 1987) require that Manufacturers prepare and submit to the County of Genesee a Material Safety Data Sheet for any product(s) that have been evaluated and determined to contain hazardous substances. (PLEASE SUBMIT WITH INITIAL SHIPMENT AN APPROPRIATE MATERIAL SAFETY DATA SHEET FOR EACH PRODUCT, WHERE APPLICABLE)”

17. Samples may be requested as a part of the solicitation or after the opening of Bid/RFPs. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at Respondent's expense. Respondent's request for return of samples must be made no later than the date on which they are furnished. Respondent shall label each sample individually with their name and item number.

18. The Respondent shall be fully accountable for his or its performance under a Bid/RFP, or any contract entered into pursuant to a Bid/RFP, and agreed that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before

any Judicial, County or State officer or agency empowered to investigate the contractor or his performance.

19. All Bid/RFPs must be accompanied by a duly executed Non-Collusion Statement in order to be considered.

20. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning only the best commercial practices are to prevail and that only materials and workmanship of the first quality are to be used. It is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

21. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this Bid/RFP prior to delivery, it shall be the responsibility of the successful Respondent to notify the County of Genesee at once, indicating in his letter the specific regulation which requires such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

22. Discrimination - The successful Respondent agrees:

(A) That in the hiring of employees for the performance of work under this contract, no contractor, nor any person acting on behalf of such contractor, shall by reason of race, creed, color, sex, national origin, age, disability, marital status, Military Veteran status or arrest record, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Genesee County is an Equal Opportunity Employer.

(B) That no contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under a contract on account of race, creed, color, sex, national origin, age, disability, marital status or Military Veteran status.

(C) That a contract may be canceled or terminated by the County of Genesee and all monies due, or to become due, may be forfeited for a violation of the terms and conditions of a contract.

23. Joint Bid/RFPs will not be accepted. For purposes of the specifications, the term joint Bid/RFP shall include, but is not limited to, any Bid/RFP submitted jointly by two or more vendors in the name of partnership, joint venture or other legal entity formed for the purpose of submitting such a Bid/RFP or to be formed for the purpose of entering into a contract pursuant to such Bid/RFP.

24. Requests for interpretation of specifications should be addressed in writing, or orally, to Purchasing personnel and must be received prior to the date fixed for the opening

of Bid/RFPs. Any and all interpretations and supplemental instructions will be made in the form of written addenda to the specification. The County will make every reasonable effort to notify specification holders when an addendum is issued, and all addenda will be available for inspection at least twenty-four (24) hours prior to a Bid/RFP opening (except notices of Bid/RFP postponement or cancellation, which may be made up to the scheduled Bid/RFP opening time). Failure of any Respondent to receive such addendum shall not relieve such Respondent from any obligation under his Bid/RFP as submitted. Any and all addenda shall become part of the Bid/RFP and contract.

25. If requested in writing by the County of Genesee, Respondent must present within forty-eight (48) hours, satisfactory evidence of the ability to perform and possession of the necessary facilities, personnel, experience, monetary resources and insurance to comply with specifications and otherwise provide the County with sufficient grounds to believe that it is likely, beyond a reasonable doubt, that the Respondent can provide the commodities and/or service(s) specified.

26. The successful Respondent(s) shall be notified by means of a contract award letter and/or purchase order that the Bid/RFP has been accepted. The mailing of either award letter or a valid purchase order shall constitute a contract between Genesee County and the successful Respondent(s).

27. When required by Genesee County, the successful Respondent shall execute a standard form Agreement with Genesee County which incorporates all the terms and conditions of the contract between the parties. Such Agreement shall be executed within fourteen (14) days of notification, by which time the contractor shall also have supplied all required bonds and insurance.

28. A contract resulting from Bid/RFP solicitation will constitute the entire and integrated Agreement between the parties. No other terms or conditions will become part of an Agreement unless they are approved in writing by both parties and attached to an Agreement or Addendum.

29. Payments will be made by the County after goods and/or services have been rendered and are complete. Payment will be made upon submittal of a complete invoice. If a Purchase Order is required, the Purchase Order must also be properly completed and submitted with invoice to insure payment. Any claim against the contractor may be deducted by the County from any money due him in the same or other transactions. Any delivery of product or service which does not meet the requirements of the contract may be rejected or accepted on an adjusted price basis as determined by the County. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the County as compensation for any loss, damage, or cost incurred by the County as a result of said non-performance.

30. Any bond(s) and/or insurances required must be on a form acceptable to Genesee County, and must be issued only by companies licensed to do business in New York State by the New York State Commissioner of Insurance. Insurance policies must

name Genesee County as “Additional Insured”. Certified checks or standard form letters of credit may be submitted in lieu of a bond, subject to acceptance by Genesee County as to sufficiency and form.

Insurance

1. Policy Commencement

Insurance shall be procured by the successful bidder before commencing any work. Insurance shall be obtained and be in effect no later than fourteen (14) days after notice of award is received and the insurance shall be maintained without interruption for the duration of the contract, and shall be in the kinds and amounts as specified herein pursuant to the Standard Insurance Certificate.

2. Proof of Insurance

- a. One copy of the policy and/or binder shall be filed with the Genesee County Purchasing Director, 15 Main Street, Batavia, New York 14020.
- b. All insurance shall be executed by an insurance company/agency or broker who is licensed by the Insurance Department of the State of New York. County of Genesee to be named as additional insured.

c. All certificates of insurance shall be endorsed verbatim:

“In the event of any alteration, non-renewal, interruption or cancellation of the policies of insurance, the insured and the insurer shall give at least thirty (30) days advance written notice of any of the alteration, non-renewal, interruption or cancellation. Said notice to be made in writing to the Genesee County Purchasing Director, 15 Main Street, Batavia, New York 14020, before such said alteration, non-renewal, interruption or cancellation shall be effective.”

31. Awarded vendor shall agree to indemnify and hold harmless the County of Genesee and its agents, employees and volunteers against all claims arising or resulting from work performed, materials handled and services rendered or to be rendered to the County of Genesee under any contract or agreement executed by the County of Genesee and the vendor.

32. Unless the Respondent specifically notes otherwise, a proposal shall be to furnish all items/services exactly as specified, in complete conformance to all terms, conditions and specifications. Any exception proposed by a Respondent must be clearly noted in unambiguous writing and submitted with the proposal at Bid/RFP opening. Unless otherwise specifically noted, the County will execute a contract based solely on its terms, conditions and specifications.

33. The complete legal name of the firm or corporation shall be used when executing Bid/RFP documents. Do not abbreviate. If a corporation, use the name as it appears on the corporate seal.

34. Any manufacturer's names, trade names, brand names, information and/or catalog numbers used within a Bid/RFP are for the purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with the County.

35. Safety Procedures - A vendor who contracts with Genesee County agrees to adopt and utilize the safety policies and programs of the County of Genesee in the performance of its contract with the County and to abide by its terms. The contractor shall acknowledge a copy of the safety policies and programs of Genesee County. The contractor shall not deviate from said policies and programs or substitute its own safety program unless approved by the supervisor of the department for whom the services are being performed, said supervisors being so designated in the contract document.

36. In the event any item or items in this bid are made available to the County on a New York State Government contract at a unit price lower than that price on which award was made to the low bidder, the County reserves the right to purchase at the lower price under the NYS Government contract.

(2 17 12)

PROPOSAL

Architectural and Engineering Planning, Design and Construction Administration Services for the
Genesee County Jail Project

RFP 2018-106

TO: Katherine Y. Hens, Purchasing Director, Genesee County;

THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES required as set forth in the referenced Request for Proposal. The successful bidder hereby agrees to furnish the goods and services in accordance with all terms, conditions and specifications contained within referenced Request for Proposal, at prices submitted in referenced specifications. I certify that I am authorized to sign this proposal, myself or the company or firm I represent, to a contract with Genesee County. This signed proposal will become part of a binding contract after award by the Genesee County Legislature to the successful bidder.

NOTE: By signing and submitting the proposal form for consideration by Genesee County Legislature the Contractor acknowledges they have read, understood, and agree to all aspects of the specifications as presented without reservation or alteration.

Legal name of firm/corporation

Authorized Signature (IN BLUE INK)

Address

Typed Name

City/State/Zip

Title

Date

Telephone No. Fax No.

Federal ID Number

Email Address

DO NOT WRITE BELOW THIS LINE (FOR COUNTY USE ONLY)

CHAIRPERSON, GENESEE COUNTY LEGISLATURE

RESOLUTION NO.

DATE

YOU SHALL RETURN THIS FORM WITH YOUR PROPOSAL

NON-COLLUSION FORM

Architectural and Engineering Planning, Design and Construction Administration Services for the
Genesee County Jail Project

RFP 2018-106

By submission of this bid , each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty or perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit, a bid for the purpose of restricting competition.

In compliance with his invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within forty five (45) days from the date of opening, to furnish any and all of the items upon which prices are submitted.

Legal name of firm/corporation

Authorized Signature (IN BLUE INK)

Address

Typed Name

City/State/Zip

Title

Date

Telephone No. Fax No.

YOU SHALL RETURN THIS FORM WITH YOUR PROPOSAL

Vendor Certification

Architectural and Engineering Planning, Design and Construction Administration Services for
the Genesee County Jail Project

RFP 2018-106

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as “responsible.” Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency’s responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the County) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller’s (OSC) website:

<http://www.osc.state.ny.us/vendrep>

Overview on Executive Order #127 May be Accessed:

<http://www.ogs.state.ny.us/aboutOgs/regulations/procurement/overview.html>

Vendor Responsibility Form

Genesee County

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

- A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law? YES _____ NO _____

- B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? YES _____ NO _____

- C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?" YES _____ NO _____

- D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws? YES _____ NO _____

- E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127? YES _____ NO _____

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

(Attach Additional Sheets if Necessary)

Genesee County

SECTION: IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:
 - (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
 - (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”
4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is

implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The County of Genesee has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Genesee would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

5. Bidder or Proposer shall sign, notarize and return the enclosed (attached) “Certification of Compliance with the Iran Divestment Act” form with your bid or proposal.

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, says that he/she is the
_____ of the
_____ Corporation and that neither the Bidder/Contractor
nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

DATE

NON-BIDDERS RESPONSE
RFP 2018-106

RFP NAME: Architectural and Engineering Planning, Design and Construction Administration
Services for the Genesee County Jail Project

VENDOR
NAME: _____

The County of Genesee is interested in ascertaining reasons for prospective bidder's failure to respond to invitation to bid. If your firm is not/or has not responded to RFP # _____ please indicate the reason(s) why by checking any appropriate item(s) below and returning this form to the Genesee County Purchasing Department, County Building No.1, 15 Main Street, Batavia, NY 14020.

We are/did not respond to this Bid for the following reason(s):

- Items or materials requested not manufactured by us or not available to our Company.
- Our items and/or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- Quantities too small
- Insufficient time allowed for preparation of bid.
- Incorrect address used.

Correct address is: _____

Other reason(s): _____

We continually strive to improve our process. Thank you for taking the time to complete our survey.

Katherine "Eve" Hens
Director, Purchasing



Aroostook County
Sheriff's Office

Peter A. Johnson, Sheriff
Erica L. Pelletier, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

Memorandum

To: Peter A. Johnson, Sheriff
From: Commander Craig L. Clossey,
cc:
Date: June 23, 2025
Re: New Part-time hire

A handwritten signature in black ink, appearing to be 'C. Clossey', written over the 'cc:' field of the memorandum header.

Sheriff,

Thor Axe is a Certified Corrections Officer in Maine. He has three and a half years of experience with the jail as a full-time officer. He is currently employed at the jail by Trinity Food Services.

He is requesting to be hired as a part-time officer to assist when he is not working for the kitchen vendor.

It is my recommendation that Officer Axe be hired as a part-time Corrections Officer starting July 17th, 2025.

Any consideration of this request is appreciated.

Cmdr.

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

25 School St., Suite 216, Houlton, ME 04730

Tel: 207-532-3471

Fax: 207-532-7319

THOR AXE



PROFESSIONAL SUMMARY

Experienced Account Representative knowledgeable about invoicing, payment processing and account updates. Specializing in pursuing delinquencies and resolving customer issues.

Motivated Account Representative skilled at developing and deepening customer relationships to drive consistent growth. Offering more than ten years years of experience in sales and customer service. Motivated Account Representative skilled at developing and deepening customer relationships to drive consistent growth. Offering ten plus years of experience in sales and customer service.

To seek and maintain full-time position that offers professional challenges utilizing interpersonal skills, excellent time management and problem-solving skills.

SKILLS

- P>Sales expertise
- P>Data tracking
- P>Business Development
- P>Account management
- P>Bookkeeping
- P>Accurate payment posting
- P>Cash application
- P>Excellent Communication
- P>Dependable and Responsible
- P>Active Listening
- P>PPE Compliance
- P>Attention to Detail
- P>Team building

EDUCATION

Houlton High School
Houlton, ME

High School Diploma

WORK HISTORY

Aroostook Co Sheriff's Department - Department of Corrections
Houlton, ME • 06/2022 - Current

- Contributed to a positive work culture among colleagues by utilizing effective communication skills both verbally and in writing.
- Assisted in training of new correctional officers, providing guidance on best practices and procedures.
- Maintained accurate records of inmate incidents or infractions using electronic databases or written logs as required.
- Improved communication between staff members by participating in daily briefings and sharing critical information about inmate activities.
- Assisted medical staff in distributing medications to inmates efficiently while securely handling sensitive materials.
- Monitored visitation sessions to ensure compliance with established guidelines and maintain facility security.
- Maintained inmate safety through vigilant monitoring of behavior and swift intervention during conflicts.
- Collaborated with fellow officers to maintain a secure environment for staff, visitors, and inmates.
- Reduced instances of contraband by thoroughly searching inmates, cells, and common areas.
- Demonstrated cultural sensitivity when interacting with diverse populations within the correctional setting, promoting an inclusive environment for all individuals present.
- Managed high-risk situations with professionalism and composure, ensuring the safety of all involved parties.
- Supported the re-entry process for inmates by connecting them with appropriate resources, such as job training programs and community-based services.
- Observed behavior of residents individually and in groups.
- Conducted routine and emergency head counts.
- Prepared, processed and maintained forms, reports, logs, records,

and activity journals.

- Booked new inmates into facility and processed inmates for release.
- Escorted inmates to and from cells, court, hospitals, and medical appointments.
- Observed and supervised inmates throughout visits, meal time, recreation, phone calls, and showers.
- Tracked inmates through head counts, visitor logs, and scheduled activities.
- Completed intake paperwork, fingerprints, and searches.
- Searched cells of inmates to identify and confiscate contraband and other prohibited items.
- Made rounds at specified intervals and conducted head counts and roll calls.
- Built solid relationships with staff and residents to keep institution safe and secure.
- Responded to emergency situations and de-escalated hostile confrontations.
- Enforced rules and regulations to maintain order among inmates.
- Investigated and responded to incidents of inmate misconduct.
- Administered drug tests to inmates.
- Prepared reports to document incidents and violations.
- Transported inmates to and from court hearings, medical appointments and other locations.

Rent A Center - Customer Account Representative

Houlton, ME • 08/2021 - 05/2022

- Devised tactics to grow customer base and boost sales.
- Prepared and shared account details, insurance coverage and funds.
- Communicated updates regarding business proposals, contracts and current projects.
- Drove sales by developing exceptional customer rapport to foster satisfaction.
- Proposed available products and solutions to meet diverse requirements.
- Processed client payments and updated accounts.
- Contacted customers to assess satisfaction and current needs.
- Managed over one hundred accounts and product installations to increase sales volume.

Wal-Mart - Asset Protection Associate

04/2018 - 08/2021

- Controlled reduction of loss inventory by protecting company assets.
- Introduced and implanted viable loss control strategies by maintaining strong partnerships and trust with customers.
- Built cross-functional relationships with business partners to reduce losses.
- Wrote reports outlining activities and results.
- Reduced shrink 90% through thorough training of loss prevention staff and meticulous reviews of company documents.
- Mitigated risk and oversaw internal and external shoplifter apprehension and detention.
- Wrote reports for internal and external crime, burglary or theft.

- Checked CCTV for evidence of shoplifting.
- Increased apprehensions by 100% and apprehension dollars by 10% by motivating and coaching direct reports for optimum productivity and performance.
- Contacted local authorities and apprehended shoplifters.
- Patrolled store departments to check for suspicious activities.
- Kept patrons and employees safe and from criminal activity.
- Enhanced training processes for both clients and departments to increase overall functionality.
- Upheld strict security and safety procedures to protect business from financial losses due to theft or careless mismanagement.
- Conducted internal investigations, interviewing staff members suspected of theft or misconduct to determine appropriate actions

Audi - Car Detailer

10/2017 - 02/2018

- Washed, waxed and buffed vehicle bodies for professional shine.
- Vacuumed interiors of vehicles to remove dirt and debris.
- Inspected interior and exterior of vehicles for cleanliness and accurately identified imperfections outside vehicle standards.
- Advised customers on regular care needs to prevent issues such as deteriorating paint.
- Ran mobile detailing unit to serve customers across local community.
- Shined vehicle windows and windshields to remove water spots.
- Provided mobile detailing services to clients at places of employment.
- Performed over fifty detailed inspections per day.

Wal-Mart - Electronics Sales Associate

10/2012 - 10/2017

- Greeted customers, helped locate merchandise and suggested suitable options.
- Checked pricing, scanned items, applied discounts and printed receipts to ring up customers.
- Stayed up-to-date on current promotions, sales and special events to impart such information to customers.
- Displayed merchandise by arranging in appealing ways to boost sales.
- Processed credit and debit card payments to complete customer buying experience.
- Utilized highly developed interpersonal and people skills to approach customers and engage in conversations.
- Effectively located merchandise across various stores to address customer needs.
- Balanced and organized cash register by handling cash, counting change and storing coupons.
- Worked with loss prevention in monitoring shopper behavior.
- Applied knowledge of electronics products to educate prospects and customers.
- Increased sales and customer satisfaction through personalized servicing.
- Checked to see if requested items were available from store's inventory.
- Identified and resolved complex issues by applying advanced

analytical and troubleshooting strategies.

- Developed strong rapport with customers and created positive impression of business.
- Processed accurate credit, debit, check and cash sales transactions for more than [Number] customer orders per day.
- Volunteered for extra shifts during holidays and other busy periods to alleviate staffing shortages.
- Listened to customer needs and desires to identify and recommend optimal products.
- Stocked merchandise, clearly labeling items and arranging according to size or color.
- Built customer loyalty and retention by delivering excellent shopping experiences.
- Maintained up-to-date knowledge of store sales, payment policies and security standards.
- Answered customer questions about products and services, helped locate merchandise and promoted key items.



Aroostook County
Sheriff's Office

Peter A. Johnson, Sheriff
Erica L. Pelletier, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

To: County Commissioners

From: Peter A. Johnson, Sheriff

Reference: New Hire-Full-time Dispatcher

Carrie Matheson is coming to us with several positions involving customer service, and has worked multiple detail-oriented jobs throughout her lifetime. She has worked as a Patient Access Representative for Northern Light AR Gould hospital, Patient Account Specialist for Houlton Regional hospital, Medical Office Practice Scheduler for Northern Light Primary Care in Brewer, a Medical Office Receptionist at several locations outside Aroostook County. It is my recommendation to hire Carrie as a Full-Time Dispatcher, and Carrie's start date is expected to be August 4, 2025.

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

25 School St., Suite 216, Houlton, ME 04730

Tel: 207-532-3471

Fax: 207-532-7319

Carrie L. Matheson



Objective

I am seeking work in a customer service/secretarial position. I have numerous skills that are a valuable asset to a prospective employer. I am eager to work as a team player. I am dedicated, reliable, detail oriented, and punctual.

Skills

- Detail oriented
- Team player
- Well spoken and interacts well with others
- Type 70 + words per minute
- Familiar with Microsoft Office Products
- Quick and dedicated to learning
- Able to work in a fast paced environment
- Trusting and compassionate
- Management experience

Familiar with A.M.S (American Medical Software), Millenium, Centricity, and Cerner.

Employment History

Patient Access Representative

Northern Light AR Gould

140 Academy St, Presque Isle, ME 04769 768-4000

Contact Gail Wilder

- Review and interpret patient insurance benefit coverages
- Make patients and families aware of hospital policies and procedures
- Be responsible for efficient and accurate collection of demographic and insurance information for registration of patients of all ages

Patient Account Specialist 05/19 to 01/20

Houlton Regional Hospital

20 Hartford St, Houlton, ME 04730 532-2900

Contact Stacy Austin

- Followed up with medical bills to see if insurance companies have paid their portion
- Contacted insurance companies and disputed amounts as necessary
- Assisted patients in paying their portions and setting up payments
- Assisted patients in understanding their bills and the billing process
- Requested new diagnostic codes from providers/doctors to align with Medicare compliance

Medical Office Practice Scheduler 10/15 to 01/19
Northern Light Primary Care – Brewer
234 State Street, Brewer, ME 4412 989-0550
Contact Ruth Williams

- Conduct check in and check out of patients
- Answer multi-line phones
- Make numerous outbound appointment reminder calls
- Document all communications into patient charts
- Scan all medical release forms and consents
- Schedule new patient and follow up appointments for multiple providers

Medical Office Receptionist 12/13 to 10/15
Bonney Staffing Center
1 Springer Dr, Bangor, ME 04401 945-3100
Contact Heather Mott

- Scheduled new patient and follow up appointments for multiple providers
- Documented information into patient charts
- Managed incoming phone lines for multiple providers
- Processed insurance referrals and prior authorizations

Medical Office Receptionist 02/14 to 07/14
St Joseph Family Medicine-Brewer
329 Wilson St, Brewer, ME 04412 307-3000
Contact Ann Duplesie or Bonnie Roundy

- Conducted check in and check out of patients
- Answered multi-line phones
- Made numerous outbound appointment reminder calls
- Processed medical insurance verifications
- Documented all communications into patient charts
- Scanned all medical release forms and consents

Medical Office Receptionist 08/12 to 08/13
Dr. Osama El-Silimy LLC
73 Sweden St, Caribou, ME 04736 492-1377
Contact Holly Grant

- Greeted numerous patients into a welcoming environment
- Communicated with the patients and gave directive for pre-instructions for test, labs and visits
- Conducted insurance pre-certifications
- Scheduled patient visits for multiple clinic locations
- Scheduled imaging appointments, labs and patient follow ups
- Received and processed all incoming referrals
- Prepared all necessary clinic paperwork
- Scanned clinic paperwork, imaging/test orders, and results into patient electronic records

Lead Generation specialist & Closer 08/11 to 04/12

TxVia

18 Greenhill Drive, Presque Isle, ME 04769 540-8010

Contact Danielle Steel

- Attended weekly management brainstorm meetings to develop future promotions
- Worked with businesses and assist with their payroll options
- Assisted with team level coaching to increase customer service quality
- Conducted follow up meetings to ensure total customer satisfaction with product

Hostess 10/10 to 06/11

The Crows Nest

150 Maysville St Presque Isle, ME 04769 540-1800

Contact Cheryl Murchison

- Greeted customers into a welcoming environment
- Processed all forms of payment
- Scheduled multiple reservations
- Organized seating arrangements
- Set pager lists as needed for management

TeleSales Representative 09/09 to 07/10

Connect North America

18 Greenhill Drive, Presque Isle, ME 04769 760-9120

Contact Kim Dyer

- Represented a major cellular telephone company
- Insured continued relations with the customer for the parent company
- Handled frequent billing issues and managed customer accounts
- Insured that the customers were receiving the best possible value

Education History

High School Diploma, College Preparatory, Easton High School, Easton, ME 04740 [REDACTED]



Aroostook County
Sheriff's Office

Peter A. Johnson, Sheriff
Erica L. Pelletier, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

To: County Commissioners

From: Peter A. Johnson, Sheriff

Reference: New Hire-Patrol Deputy

Colt Bernhardt comes to us with approximately four years of experience in Corrections, and approximately 11 years of Law Enforcement Experience. Colt Bernhardt is certified as an instructor in Less Lethal Munitions, Mechanics of Arrest, Taser, and Interactive Use of Force, and he is certified as a field training officer, and in Crisis Intervention. It is my recommendation to hire Colt as a deputy in Aroostook County where he will be patrolling in Southern Aroostook County. Colt will be moving to the County with his wife and two children, and his start date will be July 19, 2025.

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

25 School St., Suite 216, Houlton, ME 04730

Tel: 207-532-3471

Fax: 207-532-7319

Colt Bernhardt

WORK EXPERIENCE

Police Officer

Buxton Police Department – Buxton, ME

April 2023 to Present

- Worked patrol in a mixed rural and suburban area. Enforced motor vehicle and criminal law focusing on drug interdiction. MARC Instructor, Taser Instructor, Interactive Use of Force Instructor and Field Training Officer. Received a Maine State Police Meritorious Service Award.

Police Officer

Southwest Harbor Police Department – Southwest Harbor, ME

July 2017 to April 2023

- Worked patrol in rural community as police officer. Enforced motor vehicle and criminal law through pro-active tactics and community policing. Have lead the department in impaired driving arrest since 2017. Received Lifesaving award in 2021. Certified Less Lethal Impact Munitions instructor, MARC Instructor, Interactive Use of Force Instructor, Taser Instructor and Field Training Officer.

Police Officer

Gouldsboro Police Department-Prospect Harbor, ME

June 2016 to July 2017

- Worked patrol in rural community as police officer. Enforced motor vehicle and criminal law through. Enjoyed the community I worked in and only decided to leave due to a lack of retirement plan.

Executive Protection and Investigative Specialist

Pinkerton – Boston, MA

January 2016 to 2018

- Working for Pinkerton I have led surveillance details and processed the information gained from the detail into presentation format for the client. I have provided security support services and have been team leader for high profile clients as well as main events. I have done after action report presentations. I have submitted presentation information and proposals for starting a K9 unit to include cost breakdown and possible revenue gains.

Deputy Sheriff

Franklin County Sheriff's Office – Farmington, ME

June 2013 to January 2016

- While at the Sheriff's Office I received the Caring About Lives in Maine Award. I received Deputy of the quarter for the first quarter in 2014. I received a letter of commendation from the Green County Drug Task Force in Ohio for my above and beyond actions regarding drug activity in Green County. This occurred after interviewing a victim in Maine and then sending an organized information packet to the task force. When at the police academy for the Sheriff's Office, I graduated ranked number one in firearms proficiency and received the Sid Bridges Firearms Award.

Force Protection

Dyncorp International- Qatar

September 2009 – December 2009

- With Dyncorp International I was trained on the basic search techniques for IEDs on vehicles and in buildings. I was part of a team that controlled access to the Air Force Base and worked with local Qatary Police to accomplish this mission.

Corrections Officer

K9 Handler (patrol/drug) and member of tactical team

Maine State Prison – Warren, ME

2008-2009 and 2009 to 2013

- As a corrections officer I worked in the maximum security unit as well as general population. The Maine State Prison houses approximately 900 inmates. I helped control the movement of prisoners and searched for weapons or contraband throughout the facility. I later joined the tactical team and became weapons qualified on systems varying from the .40 caliber pistol and M4 Assault rifle to the 32 MM less lethal/munitions launcher. I trained in breaching, both mechanical and torch, and the deployment of distraction devices to include flashbangs and chemical agents. I have trained in building clearing as both a single man team, up to a four-man fast response element. As a member of the tactical team we were also responsible for high risk transports. This included doing threat assessments, route planning and forward site analysis. I later became a K9 Handler on the tactical team. I was responsible for creating Standard Operating Procedures for this new program to include SOPs for storage and tracking of training aids. My K9 was dual purpose drug and patrol certified. We trained with our tactical team and off site with local and State Police K9 units. I attended a decoy training school to develop bite training as well as riot training for our dogs.

EDUCATION

Erskine Academy High School - China, ME

Diploma

Johnson & Wales University Providence, RI

1 year in Culinary Arts

Maine Criminal Justice Academy
Certified Law Enforcement Officer

SKILLS

Canine Handler (2 years),
Typing, Report Writing

AWARDS

Maine State Police Meritorious Service Award 2024
Lifesaving Award- 2021
Deputy of the Quarter - 2014
Caring About Lives In Maine Award - 2014
Sid Bridges Firearms Award - 2013

CERTIFICATIONS

- Crisis Intervention Team
- Less Lethal Impact Munitions Instructor
- MARC Instructor
- Taser Instructor
- Field Training Officer
- Interactive Use of Force Instructor
- Full Time Law Enforcement Officer Certification - 2014



Aroostook County
Sheriff's Office

Peter A. Johnson, Sheriff
Erica L. Pelletier, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

To: Ryan Pelletier, County Administrator

CC: County Commissioners

From: Sheriff Peter Johnson

A handwritten signature in black ink, appearing to be "Peter Johnson", written over a horizontal line.

Date: July 7, 2025

Reference: 2018 Ford Explorer Police Interceptor

The Aroostook County Sheriff's Office recently decommissioned a 2018 Ford Explorer Police Interceptor (VIN: 1FM5K8AR8JGB18944) with over 197,000 miles, that was used by the Law Enforcement Division over the past couple of years as a spare K9 cruiser.

It was the intention of the Sheriff's Office to put this vehicle out to bid through Enterprise. However, since taking the vehicle off the road we have experienced some mechanical issues with the vehicle. It currently needs a new battery, a light and siren controller, and there are issues with the vehicles computer system. The lighting equipment is no longer compatible with our current cruisers, and the K9 insert will not work in our current cruisers, as they are year and vehicle model specific. After speaking with Enterprise, they felt as though a realistic expectation on the sale would be around \$1,500 and that the transportation fees would be higher than what we could get out of the vehicle.

Since learning this information, we have received a request from the Fort Fairfield Police Department for the vehicle. The Fort Fairfield Police Department has a K9 program that is just getting off the ground. K9 programs enhance law enforcement operations significantly, and I believe the town of Fort Fairfield will greatly benefit from such a program. K9 units provide specialized skills, particularly in areas like drug detection, and tracking fugitives. Their keen sense of smell and agility allow for quicker and more effective responses during critical incidents. The presence of K9 teams can deter criminal activity. The mere sight of a police dog can prevent individuals from engaging in illicit behaviors, promoting a safer community environment. K9 programs also foster positive relationships between law enforcement and the community. Many times, K9s are approachable and often become beloved figures, stimulating dialogue and community engagement in policing efforts.

I believe that a Police K9 program not only enhances Fort Fairfield's law enforcement capabilities but also strengthen the bond between the police and the community. I encourage you to consider donating our decommissioned 2018 Ford Explorer to the town of Fort Fairfield for their police K9 program.

Thank you for time in considering my recommendation on this matter.

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

JOHN W. GIBSON



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

DANIEL V. DEVEAU
CYR PLANTATION

WILLIAM T. DOBBINS
HOULTON

MEMORANDUM

DATE: June 27, 2025
TO: Ryan D. Pelletier, County Administrator
FROM: John Gibson, Community Services Director
RE: Cary Twp Cemetery & Memorial Maintenance Contract

We received one bid for the mowing and maintenance at the Cary Cemetery and Memorial site. That bid was from Heidi's Lawn Care for \$2,440.00 per year for a term of three years. (TOTAL \$7,320.00 for three years)

It is my recommendation that we accept the bid from Heidi's Lawn Care in the amount of \$7,320.00 for the three years term of the contract.

REQUEST FOR BIDS

CARY TOWNSHIP CEMETERY & MEMORIAL MAINTENANCE PROGRAM

TO: AROOSTOOK COUNTY COMMISSIONERS
144 SWEDEN STREET, SUITE 1
CARIBOU, ME 04736

Having carefully examined the Form of Contract, General Conditions, and Specifications for the Maintenance Work at the Cary Cemetery and Veterans Memorial in Cary Township, as well as a viewing of the site of the proposed project, we, the undersigned, propose to furnish all Labor, Equipment and Materials to complete the project as outlined in the Specifications for:

	2026	2027	2028
Cost per week to complete the specified work	\$ <u>130.00</u>	\$ <u>130.00</u>	\$ <u>130.00</u>
Cost to rake/clean the property (Spring Cleaning)	\$ <u>100.00</u>	\$ <u>100.00</u>	\$ <u>100.00</u>
Extended cost per year for ≈18 weeks (TOTAL)	\$ <u>2,440.00</u>	\$ <u>2,440.00</u>	\$ <u>2,440.00</u>
Total cost for the three (3) year contract period	\$ <u>7,320.00</u>		

The Contract will be awarded to the lowest acceptable bidder within two (2) working days +/- after receipt of the required insurance certificates at the Office of the Aroostook County Commissioners.

SIGNED:

Heidi Hall

TITLE:

owner

FIRM NAME:

Heidi's Lawn Care

ADDRESS:

818 Estabrook Road
Amity, ME 04471

PHONE:

207-521-1638

MOWING MAINTENANCE CONTRACT

CARY TOWNSHIP CEMETERY & MEMORIAL MAINTENANCE PROGRAM

TO: AROOSTOOK COUNTY COMMISSIONERS
144 SWEDEN STREET, SUITE 1
CARIBOU, ME 04736

Having carefully examined the Form of Contract, General Conditions, and Specifications for the Maintenance Work at the Cary Cemetery and Veterans Memorial in Cary Township, as well as a viewing of the site of the proposed project, we, the undersigned, propose to furnish all Labor, Equipment and Materials to complete the project as outlined in the Specifications for:

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Cost per week to complete the specified work	\$ <u>130.00</u>	\$ <u>130.00</u>	\$ <u>130.00</u>
Cost to rake/clean the property (Spring Cleaning)	\$ <u>100.00</u>	\$ <u>100.00</u>	\$ <u>100.00</u>
Extended cost per year for <u>≈18 weeks</u> (TOTAL)	\$ <u>2,440.00</u>	\$ <u>2,440.00</u>	\$ <u>2,440.00</u>

Total cost for the three (3) year contract period \$7,320.00

The Contract will be awarded to the lowest acceptable bidder within two (2) working days +/- after receipt of the required insurance certificates at the Office of the Aroostook County Commissioners.

SIGNED: _____

TITLE: Owner

FIRM NAME: Heidi's Lawn Care

ADDRESS: 818 Estabrook Road
Amity, ME 04471

PHONE: 207-521-1638

The County Commissioners of Aroostook have reviewed the bid submitted, and have instructed their Representative to award the contract to the above-named Contractor.

SIGNED: _____

TITLE: _____

DATE: _____

AROOSTOOK COUNTY GOVERNMENT

CARY CEMETERY & VERTERANS MEMORIAL MAINTENANCE PROGRAM

CONTENTS

SECTION 1: Scope of Work

SECTION 2: General Conditions

SECTION 1: Scope of Work

The maintenance contract shall include the following:

1. Weekly mowing of the grassed areas of the property.
2. The Contractor shall use a string trimmer or other device as needed around obstacles such as; trees, grave markers, headstones, etc.
3. The height of the grass shall not exceed 3 inches.
4. Weekly mowing of the site shall commence on or about May 20th and end on or about September 10th, for the contract period. This is approximately a 18 week period per year for the term of the contract.
5. Prior to the initial mowing date on or about May 20^h, the Contractor shall rake or use the proper equipment to remove winter road sand, salt, debris and other items which may have accumulated over the winter season. This work item shall be listed as a separate bid item on the identified space of the bid sheet.
6. The Contractor shall not be responsible for the application of lime and/or fertilizer under this contract.

SECTION 2: General Conditions

Article 1. Definitions

Bidder: Any Individual, Partnership, or Corporation submitting a proposal for the performance of the work under the terms of the contract, and acting directly, or through a duly authorized representative.

Condition, Care and Safety: The Contractor will be responsible for the safety of employees, as well as the traveling public; to ensure that proper signage and/or traffic control is maintained at the work place. The Contractor shall be responsible for implementation and compliance with all applicable OSHA requirements and regulations.

Contractor: The Individual, Partnership, or Corporation undertaking the execution of the work under the terms of the Contract with the Owner, and acting directly, or through a duly authorized representative.

Correction of Work: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom. The Owner shall give notice of observed defects with reasonable promptness. All questions arising as a result of findings shall be decided by the Aroostook County Commissioners, or their representative.

DEP: The Maine Department of Environmental Protection.

Inspection of Work: The Aroostook County Commissioners, or their representative, may visit the site during or after the site has been mowed.

Labor: The Aroostook County Commissioners, or their representative will complete the layout of any work.

LURC: Maine Land Use Regulatory Commission.

OSHA: Occupational Safety and Health Administration.

Owner: Aroostook County Commissioners, 144 Sweden St., Suite 1, Caribou, ME 04736.

Payments: Will be in accordance with the Warrant Schedule developed by the Aroostook County Commissioners; generally every second Wednesday. There will be three (3) monthly payments made for the annual contract price (July, August & September).

Resident Inspector: The authorized representative of the Aroostook County Commissioners.

Subcontractor: The Individual, Partnership, or Corporation undertaking the execution of a part of the work under terms of the contract by virtue of an agreement between himself or herself and the Contractor. Meaning any individual with equipment hired to perform the required tasks.

Submittals: Submittals shall consist of three (3) copies of Certificates of Manufacture and Material Safety Data Sheets (MSDS) for all herbicides used in the project.

Work In Place: Is expected to be of high quality.

Article 2. Intent and Correlation of the Contract Documents

It is the intent of the contract documents to describe a complete project. The Contractor shall

furnish all Labor, Materials, Tools, Transportation, Insurance, and Incidentals which are reasonably required. The plans including all revisions, Instruction to Bidders, the General Conditions of the Contract, Executed Contract, General Construction Specifications, and completed Bid Proposal comprise the contract documents.

Any error, omission, or inconsistency in the contract documents, which would require additional costs over and above that shown in the bid documents, should be brought to the attention of the Owner prior to the bids being due. Should errors, omissions, inconsistencies or differing site conditions be discovered after contract award, the Owner shall be promptly notified and affected work suspended until a resolution is found. In the event that there is a conflict between requirements of the plans and specifications, the more stringent requirements will be followed. Neither the County Commissioners, nor their agents take responsibility for quantities required to complete the project.

Article 3. Permits, Laws, and Regulations

It is the responsibility of the Contractor to comply with all laws, regulations, and permit conditions, including safety regulations. If the Contractor discovers that the contract documents conflict with any laws, regulations, or permit conditions, he shall promptly notify the Owner. In addition, if the Contractor's proposed methods require, it shall be his responsibility to obtain any variances or permit modifications required.

Article 4. Liquidated Damages

If the contractor is in violation of any of the terms of this contract, or if the County or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the County shall notify the Contractor by certified mail setting forth the basis for the County's complaint. Upon receipt of such notice, the Contractor shall have ten (10) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the ten (10) day period, the County's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the County will, by certified mail, notify the Contractor to discontinue all work to be performed under this contract. The County 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.

Article 5. Changes in the Work

The Owner may request changes, increases, or decreases of the work without invalidating the original agreement. Any changes involving a change in the contract price or time must be authorized by a Change Order executed by the Contractor and the Owner.

If the Contractor, in performing the work, discovers conditions that could not have reasonably been anticipated from inspection of the site and examination of the contract documents, he shall notify the Owner promptly, and a Change Order shall be negotiated before proceeding further. The Owner shall not be held liable for any delay caused by the Change Order.

Article 6. Conditions, Care and Safety

The Contractor will be responsible for the safety of employees, as well as the public using the site, to ensure that every effort has been made to minimize potential threat of injury to individuals at the site.

Article 7. 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.

Article 8. Contractors Insurance

The Contractor shall not commence work under this contract until all required insurance has been obtained. The Contractor agrees to maintain liability insurance to protect it from personal injury, death or property damage claims which may arise from work under this contract. The Contractor shall have and maintain Workers' Compensation Insurance for his employees, General Liability Insurance, and Vehicle Liability Insurance during the life of the contract in the following amounts or as required by law:

General Liability Insurance:	Bodily Injury	\$1,000,000.00
	Property Damage	\$1,000,000.00
Vehicle Liability Insurance:	Single Occurrence	\$1,000,000.00
>	Workers' Compensation: Each Accident	\$ 500,000.00 (or)
>	Workers' Compensation State of Maine Approval Predetermination Status	

The Contractor shall furnish the Aroostook County Commissioners with the required Certificates of Insurance, with a minimum of that amount stated above. **SAID CERTIFICATES OF INSURANCE, IN ADDITION TO THE AMOUNT OF COVERAGE, SHALL CARRY A STATEMENT WORDED AS FOLLOWS:** In the event of Cancellation or Expiration of any of the foregoing policies, ten (10) days written notice by the Insurance Company shall be mailed to the Aroostook County Commissioners. Annual renewals of the insurance policies during the life of the contract shall be furnished to the Owner.

The Insurance Requirements for the Contractor shall also apply to any and all Subcontractors hired by the Contractor.

The Contractor further agrees to indemnify, assume the defense of, and save harmless the County, its agents and employees from liability, actions claims or damage for wrongful death, personal injury or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of the duties, and the work performed under this contract.

Article 9. Labor and Wages

The Contractor shall conform to the Labor Laws of the State of Maine, and all other laws, ordinances and legal requirements affecting the work in Maine.

By entering into this contract, the Contractor acknowledges and agrees that he shall serve hereunder in the capacity of an independent contractor, including but not limited to such as described in the Maine Workers' Compensation Act, 39-A M.R.S.A., 102(13), and shall not be deemed an employee or representative of the County. The Contractor understands and agrees that he is an independent Contractor for whom no Federal or State Income Tax will be deducted by the County, and for whom no retirement benefits, Medicare, survivor benefit insurance, group life insurance, vacation and sick leave, workers' compensation, unemployment and similar benefits available to County employees will accrue.

Article 10 Disputes

All questions arising as a result of findings shall be decided by the Aroostook County Commissioners, or their representative.

Disputes between the Owner and Contractor that cannot be otherwise resolved shall be settled by litigation.



County of Aroostook

144 Sweden St, Suite 1
Caribou, Maine 04736

Application for Employment

Equal access to programs, services and employment opportunities is available to all persons without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles), religion, color, sex (including pregnancy), age, national origin, mental or physical disability, ancestry, sexual orientation, gender identity, genetic information, familial status, victim of domestic violence, or any other basis protected by federal, state, and/or local law.

In accordance with the Americans with Disabilities Act and/or applicable state and local laws, applicants requiring reasonable accommodations for the application and/or interview process should notify the Human Resources Department. Examples of reasonable accommodations include making a change to the application process; providing written materials in an alternate format such as braille, large print, or audio recording; using a sign language interpreter; using specialized equipment; or modifying testing conditions.

Personal Information

First Name: *Kreyonah*

Last Name: *Cray*

Middle Name:

Position(s) applied for:

Sr. FF

Referral Source:

Contact Information

If necessary, best time to call you is:

Phone Number:

May we contact you at work? Yes No

Best time to call you at work is:

Work Phone Number:

N/A

Ext:

Employment Eligibility

Date Available for Work:

Have you submitted an application here before?

Yes No

If yes, give date(s) and position(s):

Have you ever been employed here before?

Yes No

If yes, give dates:

From:

To:

Is this application a request for reemployment following an extended military leave of absence from this company?

Yes No

Employment Eligibility Continued

Are you lawfully authorized to work in the United States?

Yes

No

Have you entered into an agreement with any former employer or other party (such as noncompetition agreement) that might, in any way, restrict your ability to work for our company?

Yes

No

Driver's license number and state required if driving may be required in the job for which you are applying:

Employment Preferences

What is your desired salary range or rate of pay?

Type of employment desired:

Full-Time

Part-Time

Seasonal

Educational Co-Op

Temporary

Will you travel if job requires it?

Yes

No

Will you relocate if job requires it?

Yes

No

If they have been explained to you, are you able to meet the attendance requirements of the position?

N/A

Yes

No

Will you work overtime if required?

Yes

No

If no, please explain:

Reasonable Accommodation

Are you able to perform the "essential functions" of the job for which you are applying (with or without reasonable accommodation)? This question is not designed to elicit information about an applicant's disability. Please do not provide information about the existence of a disability, particular accommodation, or whether accommodation is necessary. These issues may be addressed at a later stage to the extent permitted by law.

Yes

No

Need more information about the job's "essential functions" to respond.

Employment History

Starting with your most recent employer, provide the following information.

Employer #1:

Phone Number:

Street Address:

None - Still Student

City:

State:

Dates Employed:

From:

To:

Starting Job Title:

Final Job Title:

Immediate supervisor and title (for most recent position held):

May we contact for reference?

Yes

No

Later

Email Address:

Phone Number:

Ext:

Why did you leave?

Summarize the type of work performed and job responsibilities:

What did you like most about your position?

What did you like least about your position?

Employment History Continued

Employer #2:

Phone Number:

Street Address:

City:

State:

Dates Employed:

From:

To:

Starting Job Title:

Final Job Title:

Immediate supervisor and title (for most recent position held):

May we contact for reference?

Yes

No

Later

Email Address:

Phone Number:

Ext:

Why did you leave?

Summarize the type of work performed and job responsibilities:

What did you like most about your position?

What did you like least about your position?

Employer #3:

Phone Number:

Street Address:

City:

State:

Dates Employed:

From:

To:

Starting Job Title:

Final Job Title:

Immediate supervisor and title (for most recent position held):

Employment History Continued

May we contact for reference?

Yes

No

Later

Email Address:

Phone Number:

Ext:

Why did you leave?

Summarize the type of work performed and job responsibilities:

What did you like most about your position?

What did you like least about your position?

Employer #4:

Phone Number:

Street Address:

City:

State:

Dates Employed:

From:

To:

Starting Job Title:

Final Job Title:

Immediate supervisor and title (for most recent position held):

May we contact for reference?

Yes

No

Later

Email Address:

Phone Number:

Ext:

Why did you leave?

Summarize the type of work performed and job responsibilities:

Employment History Continued

What did you like most about your position?

What did you like least about your position?

Explain if you have ever been fired or asked to resign from a job?

Explain any gaps in your employment, other than those due to personal illness, injury, or disability:

Skills and Qualifications

Summarize any special training, skills, languages, licenses, bonding, certifications, and/or certificates that may assist you in performing the position for which you are applying:

Computer Skills (include software titles and level of experience, such as basic, intermediate, or advanced.)

Software Name

Skill Level

Educational Background

School Name #1:

City/State:

of Years Completed:

Level Completed:

Major/Minor/Certificate:

School Name #2:

City/State:

of Years Completed:

Level Completed:

Major/Minor/Certificate:

School Name #3:

City/State:

of Years Completed:

Level Completed:

Major/Minor/Certificate:

References

List names and telephone numbers of three business/work references who are **not** related to you and are not previous supervisors. If not applicable, list three school or personal references who are **not** related to you.

Related Information

When answering these questions, please exclude any information that would reveal race (including traits historically associated with race, such as hair texture and protective hairstyles), religion, color, sex (including pregnancy), age, national origin, mental or physical disability, ancestry, sexual orientation, gender identity, genetic information, familial status, victim of domestic violence, or other similarly protected status.

To what job-related organizations (professional, trade, etc.) do you belong?

List any relevant volunteer work:

List special accomplishments, publications, awards, etc.:

Applicant Statement and Signature

I certify that all information I have provided in order to apply for and secure work with the employer is true, complete, and correct.

I expressly authorize, without reservation, the employer, its representatives, employees, or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities, and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, résumé, or job interview. I hereby waive any and all rights and claims I may have regarding the employer, its agents, employees, or representatives, for seeking, gathering, and using truthful and non-defamatory information, in a lawful manner, in the employment process and all other persons, corporations, or organizations for furnishing such information about me.

Continued on next page

Applicant Statement and Signature Continued

I understand that this employer does not unlawfully discriminate in employment and no question on this application is used for the purpose of limiting or eliminating any applicant from consideration for employment on any basis prohibited by applicable local, state, or federal law.

I understand that this application remains current for only 60 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it will be necessary for me to reapply and fill out a new application.

If I am hired, I understand that I am free to resign at any time, with or without cause and with or without prior notice, and the employer reserves the same right to terminate my employment at any time, with or without cause and with or without prior notice, except as may be required by law. This application does not constitute an agreement or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of the employer is authorized to make any assurances to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by the employer's president.

I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 Form in this regard.

I understand that reasonable safeguards will be taken to protect all personal information provided or obtained in conjunction with this application for employment. My personal information may be shared with the employer's affiliate(s) and third parties engaged by the employer to perform services for the employer. Any personal information shared with an affiliate or third party is to be used solely to perform the services requested by the employer.

This Company does not tolerate unlawful discrimination in its employment practices. No question on this application is used for the purpose of limiting or excluding an applicant from consideration for employment on the basis of his or her race (including traits historically associated with race, such as hair texture and protective hairstyles), religion, color, sex (including pregnancy), age, national origin, mental or physical disability, ancestry, sexual orientation, gender identity, genetic information, familial status, victim of domestic violence, or any other protected status under applicable federal, state, or local law.

I understand that any information provided by me that is found to be false, incomplete, or misrepresented in any respect, will be sufficient cause to (i) eliminate me from further consideration for employment, or (ii) may result in my immediate discharge from the employer's service, whenever it is discovered.

Signature of Applicant:

Keyonah Cray

Date Signed:

6/20/25

Important note: This job application includes attorney-approved questions prepared specifically for to hire in Maine.

Application for Employment

Please Print

Equal access to programs, services and employment opportunities is available to all persons without regard to race, religion, color, sex (including pregnancy), age, national origin, mental or physical disability, sexual orientation, gender identity, genetic information, or any other basis protected by federal, state, and/or local law.

In accordance with the Americans with Disabilities Act and/or applicable state and local laws, applicants requiring reasonable accommodations for the application and/or interview process should notify the Human Resources Department. Examples of reasonable accommodations include making a change to the application process; providing written materials in an alternate format such as braille, large print, or audio recording; using a sign language interpreter; using specialized equipment; or modifying testing conditions.

Name Beaudieu Peter Joseph Applicant ID # _____
Last First Middle

Position(s) applied for Fire Fighter Date of application 6/15/2025

Referral Source (e.g., Walk-in, Job Posting, Company's Website, etc.) Walk-in

If necessary, best time to call you is Any Time : AM
 Home Cellular/Other

May we contact you at work? Yes No

If yes, work number and best time to call:
() Retired : AM

If you are under 18 and it is required, can you furnish a work permit? N/A Yes No

If no, please explain: _____

Have you submitted an application here before? Yes No

If yes, give date(s) and position(s): _____

Have you ever been employed here before? Yes No

If yes, give dates: From ___/___/___ To ___/___/___

Is this application a request for reemployment following an extended military leave of absence from this company? Yes No

If yes, additional information may be requested.

Are you lawfully authorized to work in the United States? Yes No

Date available for work Any Time / /

What is your desired salary range or hourly rate of pay?
\$ _____ Per _____

Type of employment desired: Full-Time Part-Time
 Educational Co-Op Seasonal Temporary

Will you relocate if job requires it? Yes No

Will you travel if job requires it? Yes No

If they have been explained to you, are you able to meet the attendance requirements of the position? N/A Yes No

Will you work overtime if required? Yes No

If no, please explain: _____

Are you able to perform the "essential functions" of the job for which you are applying (with or without reasonable accommodation)?

This question is not designed to elicit information about an applicant's disability. Please do not provide information about the existence of a disability, particular accommodation, or whether accommodation is necessary. These issues may be addressed at a later stage to the extent permitted by law.

Yes No Need more information about the job's "essential functions" to respond

Driver's license number required if driving may be required in the job for which you are applying:

Have you ever been bonded? Yes No

Have you ever pleaded "guilty" or "no contest" to or been convicted of a crime? NOTE: Answering "yes" to this question does not constitute an automatic bar to employment. Factors such as date of the offense, seriousness and nature of the violation, rehabilitation and position applied for will be taken into account. You are not obligated to disclose juvenile records that have been expunged. Yes No

If yes, please provide date(s) and details: _____

Have you entered into an agreement with any former employer or other party (such as a noncompetition agreement) that might, in any way, restrict your ability to work for our company? Yes No

If yes, please explain: _____

Employment History

Starting with your most recent employer, provide the following information. You may include any verified work performed on a volunteer basis.

Employer McCrum's Farms	Telephone # (207) 429 8810
Street address Fort Rd	City Mars Hill
Starting job title/final job title Truck Driver	State ME
Immediate supervisor and title (for most recent position held) Danny Duprey	Dates employed Seasonal / Spring + Fall
Why did you leave? Seasonal	May we contact for reference? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later
Summarize the type of work performed and job responsibilities. Cut seed, drive potato, Truck	
What did you like most about your position? Working during potato process	
What were the things you liked least about the position? Long hours	
Employer Pelletier Properties	Telephone # (207) 498-8338
Street address 137 Bennett Dr	City Caribou
Starting job title/final job title Maintenance worker	State ME
Immediate supervisor and title (for most recent position held) Andrew Pelletier	Dates employed May 5 / 13 to 5 / 17
Why did you leave? kaid off	May we contact for reference? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later
Summarize the type of work performed and job responsibilities. Maintenance of 400 apartments	
What did you like most about your position? Variety of jobs	
What were the things you liked least about the position? Dirty Apartments	
Employer Town of Limestone	Telephone # (207) 325-4888
Street address Main St	City Limestone
Starting job title/final job title Science Teacher	State ME
Immediate supervisor and title (for most recent position held) Superintendent	Dates employed 8 / 71 to 6 / 2010
Why did you leave? Retired	May we contact for reference? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later
Summarize the type of work performed and job responsibilities. Teaching 90-100 students per day	
What did you like most about your position? Students	
What were the things you liked least about the position? Rules and Regulations	
Employer U.S. Treasury	Telephone # (207) 532 2131
Street address Port Director	City Houlton
Starting job title/final job title Customs Inspector	State ME
Immediate supervisor and title (for most recent position held) Port Director	Dates employed 1 / 1989 to 5 / 2001
Why did you leave? Retired	May we contact for reference? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later
Summarize the type of work performed and job responsibilities. Enforcing Immigration and Customs laws	
What did you like most about your position? Law Enforcement	
What were the things you liked least about the position? Working Alone	

Employment History (continued)

Explain any gaps in your employment, other than those due to personal illness, injury, or disability. _____

If not addressed on previous page, have you ever been fired or asked to resign from a job? Yes No

If yes, please explain: _____

Skills and Qualifications

Summarize any special training, skills, languages, licenses, and/or certificates that may assist you in performing the position for which you are applying:

Firefighter I+II, CDL

Computer Skills (Include software titles and level of experience, such as basic, intermediate, or advanced.)

Word Processing _____ Level: basic Internet _____ Level: basic
 Spreadsheet _____ Level: basic Other _____ Level: _____
 Presentation _____ Level: basic Other _____ Level: _____
 E-mail _____ Level: _____ Other _____ Level: _____

Educational Background

Starting with your most recent school attended, provide the following information.

School (include City and State)	# of Years Completed	Completed	GPA Class Rank	Major/Minor
University of Maine at Fort Kent Fort Kent Me		<input checked="" type="checkbox"/> Diploma <input type="checkbox"/> GED <input checked="" type="checkbox"/> Degree <u>B.S</u> <input checked="" type="checkbox"/> Certification <u>Education</u> <input type="checkbox"/> Other _____	<u>2.8</u>	Biology Education
Limestone Schools Limestone Me		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input checked="" type="checkbox"/> Degree <u>College Prep</u> <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____	<u>3.0</u>	College Prep
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____		
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____		

References

List names and telephone numbers of three business/work references who are **not** related to you and are **not** previous supervisors. If not applicable, list three school or personal references who are **not** related to you.

Name	Title	Relationship to You	Telephone	E-mail	# of Years Known
			()		
			()		

Related Information

When answering these questions, please exclude any information that would reveal race, religion, color, sex (including pregnancy), age, national origin, mental or physical disability, sexual orientation, gender identity, genetic information, or other similarly protected status.

To what job-related organizations (professional, trade, etc.) do you belong? N/A

List special accomplishments, publications, awards, etc. Fire Chief

List any relevant volunteer work. Limestone Fire Dept 41 years

Is there any other job-related information you want us to know about you? Fire Instructor for fire department

Applicant Statement

I certify that all information I have provided in order to apply for and secure work with this employer is true, complete, and correct.

I expressly authorize, without reservation, the employer, its representatives, employees, or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities, and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, resumé, or job interview. I hereby waive any and all rights and claims I may have regarding the employer, its agents, employees, or representatives, for seeking, gathering, and using truthful and non-defamatory information, in a lawful manner, in the employment process and all other persons, corporations, or organizations for furnishing such information about me.

I understand that this employer does not unlawfully discriminate in employment and no question on this application is used for the purpose of limiting or eliminating any applicant from consideration for employment on any basis prohibited by applicable local, state, or federal law.

I understand that this application remains current for only 60 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it will be necessary for me to reapply and fill out a new application.

If I am hired, I understand that I am free to resign at any time, with or without cause and with or without prior notice, and the employer reserves the same right to terminate my employment at any time, with or without cause and with or without prior notice, except as may be required by law. This application does not constitute an agreement or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of the employer is authorized to make any assurances to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by the employer's president.

I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 Form in this regard.

I understand that reasonable safeguards will be taken to protect all personal information provided or obtained in conjunction with this application for employment. My personal information may be shared with the employer's affiliate(s) and third parties engaged by the employer to perform services for the employer. Any personal information shared with an affiliate or third party is to be used solely to perform the services requested by the employer.

This Company does not tolerate unlawful discrimination in its employment practices. No question on this application is used for the purpose of limiting or excluding an applicant from consideration for employment on the basis of his or her race, religion, color, sex (including pregnancy), age, national origin, mental or physical disability, sexual orientation, gender identity, genetic information, or any other protected status under applicable federal, state, or local law.

I understand that any information provided by me that is found to be false, incomplete, or misrepresented in any respect, will be sufficient cause to (i) eliminate me from further consideration for employment, or (ii) may result in my immediate discharge from the employer's service, whenever it is discovered.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE APPLICANT STATEMENT.

I certify that I have read, fully understand and accept all terms of the foregoing Applicant Statement.

Signature of Applicant Peter Beaulieu Date 6/15/25

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This product is designed to provide accurate and authoritative information. However, it is not a substitute for legal advice and does not provide legal opinions on any specific facts or services. The information is provided with the understanding that any person or entity involved in creating, producing or distributing this product is not liable for any damages arising out of the use or inability to use this product. You are urged to consult an attorney concerning your particular situation and any specific questions or concerns you may have.

Important note: This is approved for use by the purchaser only. This form may not be shared publicly or with third parties.

ATTORNEY
APPROVED

County of Aroostook

COMMISSIONERS' OFFICE

FINANCE DIRECTOR / DEPUTY TREASURER
Dana L. Gendreau



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

WILLIAM T. DOBBINS
HOULTON

DANIEL V. DEVEAU
CYR PLANTATION

July 7, 2025

Subject: **6/30/2025 Year End Vacation & Sick Liability Funding Obligation**

This calculation is completed annually to comply with GAAP/FASB by representing the County financial obligation for our employee(s) earned but unused time in accordance with our policies.

- The **FYE 6/30/2025 GF Vacation/EPL/CTO & Sick Accruals** have been calculated resulting in a necessary increase to the sick liability account by \$8,386.65 as well as an increase to the vacation/EPL/CTO liability account in the amount of \$63,010.66. I recommend the County expense the full cost of the calculated accrual amounts to properly fund the accrual liability balance at year end, 06/30/2025. **Note: \$50,000 was budgeted in the general fund budget FYE 6/30/2025 to mitigate the anticipated activity. Net impact will be an additional \$21,397.31 of expense.*

General Fund Sick Liability: \$8,386.65

General Fund Vacation Liability: \$63,010.66

- The **FYE 6/30/2025 UT Vacation & Sick Accruals** have been calculated resulting in a necessary increase to the sick liability account by \$187.10 as well as an increase to the vacation/EPL/CTO liability account in the amount of \$4,715.45. I recommend the County expense the full cost of the calculated accrual amounts to properly fund the accrual liability balance at year end, 06/30/2025.

UT Fund Sick Liability: \$187.10

UT Fund Vacation Liability: \$4,715.45

- The **FYE 6/30/2025 Jail Vacation & Sick Accruals** have been calculated resulting in a necessary increase to the sick liability account by \$1,541.06 as well as an increase to the vacation/EPL/CTO liability account in the amount of \$4,415.54. I recommend the County expense the full cost of the calculated accrual amounts to properly fund the accrual liability balance at year end, 6/30/2025.

Jail Fund Sick Liability: \$1,541.06

Jail Fund Vacation Liability: \$4,415.54

Regards,

Dana Gendreau

Finance Director