

**REQUESTS FOR PROPOSALS FOR
HOSTED PBX/VOIP PHONE SYSTEM**

The Town of Sabattus, Maine is accepting sealed proposals for a new hosted PBX/VoIP phone system. Sealed proposals will be received no later than 12:00 p.m., Friday, April 28, 2017. Contact Town Manager Anthony Ward for additional information on the project. Proposals shall be submitted to the attention of the Town Manager Anthony Ward, 190 Middle Road, Sabattus, ME 04280.

The Town of Sabattus reserves the right to reject any or all bids.

REQUEST FOR PROPOSALS FOR HOSTED VoIP PHONE SYSTEM

I. Statement of Purpose

The Town of Sabattus, Maine (hereinafter, the "Town") is hereby soliciting sealed Proposals for a new hosted PBX/ VoIP phone system. Proposals will need to be inclusive of all additional technology (POE switches, routers, etc.) and ongoing support and maintenance to appropriately support the proposed VoIP system. Please note: All proposals shall include a proposed VoIP system that is designed to support all town departments in geographically separated locations and a VoIP system that is similar to current telephone system that supports just the Town Office and Police Department. Carrier would need to provide a fully redundant solution to the Town.

II. Objectives

The Town of Sabattus' existing phone system has been servicing the town office and police department for over 14 years and incurring reliability issues. The hardware itself is obsolete and difficult to repair. The current phone system does not provide telephone capabilities for the fire department, public works and transfer station. These three departments operate on stand-alone lines with Fairpoint. The Town of Sabattus requires a phone system that creates greater efficiency and level of services, redundancy, and interoperability for town government operations. In pursuing this objective the town seeks to find the most cost-effective solution with an eye toward value and reliability.

III. Scope of Work

The company awarded this contract will be responsible for conducting a comprehensive review of current systems, performing a needs assessment and system design, implementing and managing a transition plan and installation of the new system, and delivering a "turnkey" product to the town. Furthermore, the company will maintain the system under contract for a minimum of three years after the town has accepted delivery of the new system. A more detailed project scope, timeline, and other variables will be negotiated after the contract award.

Warranty

Contractor must provide information on equipment and installation warranties for all provided elements of the bid. At a minimum, this should include a one year hardware/software warranty; however the contractor may also present additional costs for 3-year and 5-year warranties.

Training

Contractor must provide Town of Sabattus personnel with a minimum of 4 hours of on-site, in-person training on the installed systems and administration software to ensure staff proficiency. If the contractor expects additional training time to be required for staff proficiency, those costs must be included within the bid. This phone system will have a variety of features to include:

| | |
|-----------------------|--------------------------|
| Voicemail | Call park |
| Voicemail to email | Auto attendant |
| Hold | Call pickup |
| Caller ID | Speed Dialing |
| Call trace | Three way calling |
| Call waiting | Do not disturb |
| Unified messaging | Priority alert ringing |
| Call return | Caller ID=name |
| Follow-me calling | Selective call blocking |
| Call forwarding | Selective call recording |
| Busy-redial | Day/Night mode |
| Direct inward dialing | Call transferring |
| Greetings | Personal web portal |
| Music on hold | Disaster Recovery |

Failover

During a power outage or in the event the Internet is down, incoming calls are forwarded to a specified number.

Alarm Panels, Elevators and Fax

The system design and implementation must include provisions for building alarm systems, fire alarms systems, and fax lines. As a cost saving measure, the use of an e-fax type of fax system is also an option.

Keeping existing numbers

The Town of Sabattus has several established phone numbers for the town office, police, public works and fire department. This phone numbers must be retained for service.

Call Accounting

System produces detailed reports for each extension and assigned department, generates real time data reports, archives call records as historical data for trend analysis, customizable usage alerts, and ease of post-installation administration.

Phones

The phones provided by the carrier will be Polycom 400 or Polycom 300 or similar quality phones. Placement of either the Polycom 400 or Polycom 300 will be determined by the Town Manager.

IV. Qualifications of Bidder

To be considered for award of this contract, the bidder must meet the following minimum qualifications:

- A. The bidder must be organized for the purpose of providing system design, installation, and maintenance of a geographically separated unified VoIP phone system, with proven effectiveness in building a similar scale project. Previous experience providing these services in a Maine municipal government setting is highly desirable.
- B. The bidder must have a proven ability to commence work within two weeks of contract award.
- C. The bidder must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. Personnel must include experienced certified "industry standard" staff available for system design and system implementation. Experience with government and municipalities are preferred.
- D. The bidder must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services.
- E. The bidder shall provide evidence of insurance, including Workers' Compensation, Liability, and Property Damage Insurance.
- F. The bidder shall submit a list of five (5) references, including name of institution, address, and contact person with email and phone number.

V. Process Schedule

The following is a schedule of events concerning the bid process:

| | |
|-----------------------------|-----------------------------|
| Advertise RFP: | April 13 and May 12, 2017 |
| Pre-Bid Meeting/Site Visit: | April 27, 2017 at 1:00 p.m. |
| Due Date/Bid Opening: | May 12, 2017 at 12:00 p.m. |
| Notification of Award: | May 19, 2017 |
| Installation Start Date: | June 5, 2017 |
| Completion Date: | July 7, 2017 |

Pre-Bid Meeting and Site Visit: The Town of Sabattus will host a pre-bid meeting at 1:00 p.m. on Thursday, April 27, 2017 at the Sabattus Town Office, 190 Middle Road, Sabattus, Maine. This meeting will provide an opportunity for potential bidders to ask questions and tour the worksites. Due to scheduling constraints, **attendance at the meeting is required** for all bidders unless pre-approved at the discretion of the Town Manager.

Proposers must submit two (2) copies of their Proposals to:

Town Manger
Attn: Phone System RFP
190 Middle Road
Sabattus, Maine 04280

The Town of Sabattus will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any proposal by the deadline stated above.

All firms are hereby placed on formal notice that neither the Town of Sabattus, nor any employees, staff members, elected or appointed officials of the Town of Sabattus are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit proposals for this project are hereby placed on formal notice that they are not to contact the aforementioned for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the Town of Sabattus. Any such lobbying activities shall cause immediate disqualification from this project.

The Proposal must include all materials, equipment and labor necessary to perform the Services and must state the name of the person(s) or entity(entities) owning the materials and equipment and/or providing the personnel that forms the basis for its proposal.

All Services to be furnished to the town shall be performed with equipment, methods and use of personnel in accordance with the pertinent Occupational and Safety and Health Act requirements of the State of Maine and the United States.

VI. Contractual Terms and Conditions

During the life of the construction contract, meetings between Town of Sabattus staff and the contractor's management staff shall occur at least weekly to monitor the progress of the operation and address any issues of concern.

VII. Requirements for Proposal Package

All proposals are to be submitted in sealed envelopes addressed to the Town Manager, Attn: Phone System RFP, 190 Middle Road, Sabattus, Maine 04280 by 12:00 p.m. Friday, May 12, 2017. Any Proposal received after the scheduled opening time shall not be considered. The Proposal must be signed by the Proposer with its full name and address and enclosed in a sealed envelope.

Contractors must submit a response in the form of a proposal that includes the following sections:

A. Cover Letter

1. This letter is to be brief, addressed to the Town of Sabattus, and provides the following information:

a) Name and address of the contractor;

- b) Name, title and telephone number of the contact person for the contractor;
- c) A statement that the proposal is in response to this RFP; and
- d) The signature, typed name and title of the individual, who is authorized to commit the contractor to the proposal;
- e) A statement that the Proposal is made without any connection with any other Proposers making any proposal for the same Services; and
- f) A statement that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits here from.
- g) A statement of costs associated with complete installation of the proposed system for **both** all-inclusive VoIP system and VoIP system for just the Town Office and Police Department.
- h) Monthly costs associated operations of both an all-inclusive VoIP system and VoIP system for just the Town Office and Police Department.

B. Technical Proposal - This portion of the proposal must address each item listed below:

1. Introduction

- a) Company Profile.
 - (1) Date organized to provide the requested service in government, corporate and private facilities;
 - (2) Corporate background and depth of support, including description of parent company, if any;
 - (3) Number of employees; and
 - (4) Number of years doing business.
- b) Describe current or former contracts or business with other government facilities.
 - (1) Client;
 - (2) Date of original contract; and
 - (3) Type/size.
- c) Company achievements in providing telephone systems and maintenance.
- d) Corporate and regional office organizational structure.
- e) References, with addresses and phone contacts.

2. Personnel

- a) Provide name and full contact information for Project Management and Primary System Engineer and list the names of personnel who will be entering town buildings.

The successful Proposer shall be required to sign an agreement substantially similar to the Services Agreement which is attached hereto as Exhibit A.

Each Proposer must visit the sites of Services and inform itself of the conditions relating to the area in which the Services shall be performed. Failure to do so will not relieve a successful Proposer of its obligations to furnish all equipment, material and labor necessary to carry out the provisions of the Agreement and to complete the contemplated work for the consideration set forth in this Request for Proposals.

Proposers may request to schedule a follow-up visit to a town building/department, if necessary, after the pre-bid meeting and site visit.

The town disclaims any and all responsibility for injury to Proposers, their agents or others while examining the work site or at any other time. Proposers are responsible for all of their costs in preparing and submitting proposals hereunder.

No Proposals may be withdrawn within a period of thirty (30) days after the opening of bids.

VIII. Evaluation Criteria

The contractor will be selected based on the bidder's written proposal and any requested presentations to the selection committee. The Town Manager will review all proposals and make a recommendation to the Sabattus Board of Selectmen.

The primary criteria used in making a selection will be as follows:

- A. The contractor's demonstrated experience and expertise in designing, installing, and maintaining VoIP telephone systems. Experience shall include current service in facilities of similar size and volume, as well as experience of staff and local and regional support network.
- B. Past history and references. Bidders shall include a listing of references with their proposals, indicating facility locations, name, and telephone number of facility contact person. This list should contain at least five (5) current references, preferably of a size and service complexity comparable to the Town of Sabattus project.
- C. The contractor's financial stability and condition.
- D. Contractor's development of an operating and support plan for VoIP telephone systems that best meets the stated objectives and needs of the Town of Sabattus.
- E. Cost

IX. Award Process

The Town Manager will review submitted proposals. Proposers/Contractors who are deemed qualified and best suited, based on the selection criteria, may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods of operation, and all other relevant factors. The town is not responsible for any costs incurred by the Proposers/Contractors.

At the conclusion of discussions, the proposers/contractors will be ranked based on selection criteria, and final negotiations will be conducted with the

proposer/contractor ranked first. If a satisfactory agreement can be reached, the Town Manager shall recommend to the Board of Selectmen that the contract be awarded to the contractor; otherwise, negotiations will be conducted with each subsequent proposer/contractor until a satisfactory contract can be established or until the Town Manager determines that rejection of all proposals is in the best interest of the town.

Upon the recommendation of the Town Manager, the Board will award the contract to the contractor whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless the Town of Sabattus requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will be available to the bidders.

The Town of Sabattus reserves the right to award this contract not necessarily to the contractor with the lowest price, but to the bidder that demonstrates the best ability to fulfill the requirements of the RFP and who provides the best value to the town. The successful contractor will be chosen based on the qualifications and selection criteria discussed in Section VIII of this proposal.

The successful contractor shall commence work only after the transmittal of a fully executed contract similar to the Service Agreement attached hereto as Exhibit A and after receiving written notification to proceed from the Town Manager. The successful bidder will perform all services indicated in the proposal in compliance with the negotiated contract.

The Town of Sabattus reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. The Town of Sabattus will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

Contractors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful contractor, all contractors will be notified in writing of the selected firm.

X. Cost Proposal Criteria

All Contractors/Bidders are requested to submit proposed cost of a complete "Turn Key Package." This itemized breakdown will include but is not limited to, cost of infrastructure survey, cost of materials, and cost of labor. Also included in the price of implementation, including hardware and software, will be a maintenance agreement for the system (all inclusive) for a period of at least (1) year; however the contractor may also present options for 3-year and 5-year maintenance

agreements. The Town of Sabattus and the awarded bidder will determine the exact cost for the purchasing of equipment and maintenance agreements.

The Town of Sabattus welcomes Contractors/Bidders to propose multiple financing methods, including lump sum, lease-purchase, etc. or any combination of financing methods.

XI. Responsibility of the Town of Sabattus

A. The Town of Sabattus shall be responsible for and provide:

- 1) Accurate information to the contractor concerning the needs of town facilities.
- 2) Adequate ingress and egress to all work areas.
- 3) Adequate preparation, storage, and holding areas and maintenance for same.

B. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the Town of Sabattus legislative body to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided, the town shall have the right to terminate the contract without penalty by giving not less than ninety (90) days written notice documenting the lack of funding.

XII. Project Deliberation

The Town of Sabattus reserves the right to waive any formality in proposals, to accept any proposal and to reject any or all proposals, should it be deemed in the best interest of the town to do so.

Proposals may be held by the town for a period not to exceed thirty (30) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the Proposers prior to the award of a contract.

XIII. Contacts

Questions regarding this Request for Proposals should be directed toward:

Anthony Ward, Town Manager
Town of Sabattus
190 Middle Road
Sabattus, Maine 04280
Phone: (207) 375-4331, email: award@Sabattus-maine.com

Exhibit A

**FROM REQUEST FOR PROPOSALS FOR
HOSTED VoIP PHONE SYSTEM**

SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2017 by and between the Town of Sabattus, located in the County of Androscoggin, State of Maine (hereinafter "OWNER") and _____ (hereinafter "CONTRACTOR"),

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the OWNER and the CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals entitled: REQUEST FOR PROPOSALS FOR VoIP PHONE SYSTEM issued April 11, 2017 by the Town of Sabattus and shall do so in accordance with the Contractor's Proposal dated _____, 2017, which Request for Proposals, Specifications and Proposals are attached hereto and made a part hereof (hereinafter, collectively referred to as the "Services"), and the CONTRACTOR covenants that it shall do everything required by this Agreement, the conditions of the Agreement (together with the General, Supplementary and other Conditions, if any), the Request for Proposals, the Specifications, the Drawings and the Proposal in return for payment as provided herein.

A. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all analyses, reports, and other Services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his analysis, reports, and other Services. Deficiencies are defined as willful or negligent acts that distort or falsify the state of the art of the products and Services developed and provided hereunder, or willful or negligent non-assignment of personnel or assignment of unqualified personnel to perform the duties hereunder.

B. Approval by OWNER of analyses, reports, and other services furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of the work. Neither OWNER's review, approval or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the CONTRACTOR shall remain liable in accordance with applicable law for all damages to OWNER caused by the CONTRACTOR's willfully negligent performance of any of the Services furnished under this Agreement.

II. CONTRACTOR OBLIGATIONS

The CONTRACTOR warrants:

A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.

D. That it has carefully examined the Request for Bid Proposals, the Scope of Work, this Agreement and the site of the Services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.

E. That any increase in CONTRACTOR'S costs during the term of this Agreement shall be the sole responsibility of the CONTRACTOR.

III. TERM OF SERVICES

The Services to be performed under this Agreement shall commence upon the signing of this agreement and is estimated to be completed within _____ days from authorization to proceed.

IV. CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the proposed work as stated, or amended, in the CONTRACTOR'S proposal.

V. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the Services shall be secured and paid by the CONTRACTOR.

VI. OWNER'S RIGHT TO TERMINATE CONTRACT

Without prejudice to any other right or remedy, the OWNER may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as a bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR's insolvency; the CONTRACTOR's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly-skilled workers or proper materials to perform the Services; the CONTRACTOR's persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and the CONTRACTOR's substantial violation of any provisions of this Agreement. In the event of a termination for cause, the OWNER may take possession of the premises and of all materials, tools and appliances thereon and finish the Services by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the Services, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Further, the OWNER may terminate this Agreement for convenience upon thirty (30) days' written notice to the CONTRACTOR, in which case, the OWNER shall pay the CONTRACTOR for all Services satisfactorily performed up to the date of receipt of such notice by the CONTRACTOR. In the event that the OWNER terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

VII. INSURANCE

Except as otherwise provided by this Agreement, the CONTRACTOR and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Services under this Agreement, at no expense to the OWNER, the following insurance coverage's:

a. **Public Liability Insurance** in the amount of not less than Five Hundred Thousand Dollars (\$500,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing Services under this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Automobile Liability Insurance** in the amount of not less than Five Hundred Thousand Dollars (\$500,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, the CONTRACTOR shall, at its own expense, provide for the protection of its employees not otherwise protected.

d. **Professional Liability Insurance** in an amount of not less than One Million Dollars (\$1,000,000) including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement.

e. All such insurance policies shall name the OWNER and its officers, agents and employees as additional insureds, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against the OWNER. The CONTRACTOR, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to the OWNER certificates satisfactory to the OWNER evidencing such insurance coverage's, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the OWNER at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the OWNER prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONTRACTOR shall not commence Services under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the OWNER, nor shall the CONTRACTOR allow any of its subcontractors to commence Services on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the OWNER. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the parties or the CONTRACTOR's Commencement of Services hereunder.

VIII. INDEMNIFICATION

The CONTRACTOR agrees to defend, indemnify, and hold harmless the OWNER, its officers, agents, and employees against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of or

caused by the performance of Services under this Agreement by CONTRACTOR, its subcontractors, agents or employees.

IX. ASSIGNMENT

Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any prior moneys due or to become due to it hereunder, without the previous written consent of the OWNER.

X. SUBCONTRACTS

The CONTRACTOR shall not sublet any part of this Agreement without the prior written permission of the OWNER. The CONTRACTOR agrees that it is fully responsible to the OWNER for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

XI. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

XII. NOTICES

Notices hereunder shall be deemed sufficient if sent by U.S. Certified mail as follows:

TO OWNER: Town of Sabattus
190 Middle Road
Sabattus, Maine 04730

TO CONTRACTOR: *Company*
Street
Town, State ZIP

XIII. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.

XIV. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR agrees that it and its subcontractors, if any, shall comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of Services under this agreement.

XV. EXTENT OF AGREEMENT

This Agreement, the Proposal and RFP attached hereto is made part of this Agreement and represent(s) the entire and integrated Agreement between OWNER and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

OWNER

Witness

By _____

Print: _____

Its Town Manager

CONTRACTOR

Witness

By: _____

Print: _____

Its Principal