

REQUEST FOR QUALIFICATIONS

*FIBER OPTIC NETWORK DESIGN AND
ENGINEERING SERVICES*

OLD TOWN-ORONO FIBER
59 MAIN STREET
ORONO, ME 04473
www.OTOFiber.com

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SECTION I	4
OBJECTIVE	4
QUESTIONS ABOUT AND CLARIFICATIONS OF THE RFQ	4
PRE-PROPOSAL MEETING	5
REVISIONS TO RFQ	5
PROPOSAL FORMAT	5
SELECTION CRITERIA	5
SEALED PROPOSAL SUBMISSION	6
DATE OF DECISION	7
TYPE OF CONTRACT	7
CONFLICT OF INTEREST DISCLOSURE	7
COST LIABILITY	7
SCHEDULE	8
IRS FORM W-9	8
INSURANCE	8
RESERVATION OF RIGHTS	8
SECTION II SCOPE OF WORK	10
PROJECT DESCRIPTION	10
Reasons for the Project	10
Goals of the Project	11
Background	11
OTO Fiber's Role	11
MINIMUM REQUIREMENTS	12
TECHNICAL SPECIFICATIONS	12
CONSULTANT RESPONSIBILITIES	13
PROPOSED WORK PLAN	14
SECTION III	15
PROPOSAL FORMAT	15
PROPOSAL EVALUATION	17
PREPARATION OF PROPOSALS	17
ADDENDA	18

SECTION IV	19
ATTACHMENT A	20
OTONET Primary Neighborhoods	20
Expansion Neighborhoods	24
ATTACHMENT B Independent Contractor Agreement	27
ATTACHMENT C FEE QUOTATION FORM	31
ATTACHMENT D INSURANCE REQUIREMENTS	33
ATTACHMENT E Consultant Conflict of Interest Disclosure Form	34

SECTION I

A. OBJECTIVE

OTO Fiber is a public-benefit nonprofit 501(c)(3) corporation formed by three entities: the City of Old Town, the Town of Orono, and the University of Maine System, having its flagship campus located within these two municipalities. The corporate website can be found at www.OTOFiber.com. The three founding entities have joined with the goal of bringing open-access, high-speed, symmetric, fiber-based network connectivity to the communities, for economic growth, improved access to University resources, and improved entrepreneurial and innovation opportunities. The University of Maine System provides networking to schools and libraries across the State of Maine, and provides multiple paths into and out of the State for research and education. Furthermore, the University is the largest concentration of computational resources and data storage in the State. These connections and resources, both computational and human, are expected to help make the proposed project successful.

The network infrastructure will be realized in a phased deployment, with the initial pilot being a backbone and build-out of a limited amount of coverage within each community. The network backbone will be designed and built such that full coverage of the commercial and developed residential areas of both communities can ultimately be served. The initial pilot deployment will be a gauge of take rates and the effect of gigabit or higher symmetric connectivity on economic development and initial success will fuel continued growth of the network.

It is the objective of this project to design and engineer the network backbone for a build of approximately 3 road-miles in each community, in a variety of neighborhoods, opportunistically picking up subscribers along or near the path. The design must, in so far as is practical, balance costs with expandability. The design must include contingencies for things such as neighborhoods served underground, pole access and where slack loops or pre-connectorized terminations should be located.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE RFQ

All questions regarding this Request for Qualifications (RFQ) shall be submitted via e-mail to BRyder@Orono.org on or before October 13, 2017 at 5:00 PM. Questions will be accepted and answered in accordance with the terms and conditions of this RFQ.

Should any prospective consultant be in doubt as to the true meaning of any portion of this RFQ, or should the consultant find any ambiguity, inconsistency, or omission therein, the consultant shall make a written request for an official interpretation or correction by the due date above.

All interpretations, corrections, or additions to this RFQ will be made only as an official addendum that will be posted to OTO Fiber's website at OTOFiber.com and it shall be the consultant's responsibility to ensure they have received all addenda before submitting a

proposal. Any addendum issued by OTO Fiber shall become part of the RFQ, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held Friday, October 6, 2017 at 10:00 AM at the University of Maine Network Maine Conference Room, Room 252, 5752 Neville Hall, Orono, ME 04469. This meeting is mandatory as the project will be discussed in more detail. Contact information for potential bidders will be assembled by OTO Fiber at the time of the meeting.

D. REVISIONS TO RFQ

If the OTO Fiber determines that it is necessary to revise any part of this RFQ, or if additional data is necessary to clarify any of its provisions, bidders will be notified and a supplement will be posted to the OTO Fiber's website. OTO Fiber reserves the right to amend the RFQ at any time prior to the deadline for submission of responses, and will notify all bidders who appear on the RFQ distribution list of such amendments.

E. PROPOSAL FORMAT

To be considered, each Consultant must submit a response to this RFQ using the format provided in Section III. No other distribution of proposals is to be made by the Consultant. An official authorized to bind the consultant to its provisions must sign the proposal in ink. Each proposal must specify that it remains valid for at least ninety days from the due date of this RFQ.

F. SELECTION CRITERIA

Responses to this RFQ will be evaluated using a point system as shown in Section III. A selection committee comprised of members of the OTO Fiber board will complete the evaluation.

After initial evaluation, OTO Fiber will then determine which, if any, Consultants will be interviewed. During the interviews, the selected Consultants will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee quotation in more detail. OTO Fiber further reserves the right to interview the key personnel assigned by the consultant to this project.

If OTO Fiber chooses to interview any consultants, the interviews will be held the week of October 30, 2017 at a location agreeable to OTO Fiber. Representatives of the Consultant must be available for interview on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements

resulting from negotiations that differ from what is represented within the RFQ or in the consultant's response shall be documented and included as part of the final contract.

G. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the Orono Town Office on, or before, Friday, October 27, 2017 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each respondent must submit in a sealed envelope

- one (1) original and signed proposal in hard copy,
- eight (8) additional hard copy proposals
- one (1) digital copy of the proposal on a flash drive, in PDF format

Each respondent must submit in a separate sealed envelope marked Fee Quotation

- one (1) original of the fee quotation

The fee quotation and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: "Fiber Optic Network Design and Engineering Services" and list the consultant's name and address.

Proposals must be addressed and delivered to:

OTO Fiber Corporation
Town of Orono
59 Main Street
Orono, ME 04473

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals will be date/time stamped by the Orono Town Office at the address above in order to be considered. Delivery hours are 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding Holidays.

OTO Fiber will not be liable to any consultant for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for the date of receipt of the proposal. Consultants are responsible for submission of their proposal. Additional time will not be granted to a single consultant. However, additional time may be granted to all consultants at the discretion of OTO Fiber.

A proposal will be disqualified if:

1. The fee quotation is not contained within a separate sealed envelope.

2. The fee quotation is submitted as part of the digital copy. Provide fee quotation in hard copy only.

H. DATE OF DECISION

OTO Fiber will make a decision to proceed with a selected bidder on or before November 10, 2017. All bidders will be notified of the decision via email. OTO Fiber retains the right to reject all proposals and reopen the RFQ process should the determination be made that it is in the best interest of OTO Fiber or the public to do so.

I. TYPE OF CONTRACT

The successful bidder will be required to enter into a contract with OTO Fiber. A sample contract illustrating General Terms and Conditions is included as Attachment B. Those who wish to submit a proposal to OTO Fiber are required to review the General Terms and Conditions carefully.

OTO Fiber reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in OTO Fiber's sole judgment, the best interests of OTO Fiber will be so served.

This RFQ and the selected consultant's response thereto, shall constitute the basis of the scope of services in the contract by reference.

J. CONFLICT OF INTEREST DISCLOSURE

OTO Fiber Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected consultant unless and until OTO Fiber has reviewed the Disclosure form, and determined that no disqualifying conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of OTO Fiber after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of OTO Fiber. A copy of the Conflict of Interest Disclosure Form is attached.

K. COST LIABILITY

OTO Fiber assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of OTO Fiber is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, consultant agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

L. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFQ process.

Activity/Event	Anticipated Date
Pre-Bid Meeting	October 6, 10:00 AM
Written Question Deadline	October 13, 5:00 PM
Answers Posted on otofiber.com	October 16, 5:00 PM
Proposal Due Date	October 27, 2:00 p.m.
Additional Reviews	Week of October 30
Selection Decision	On or before November 10th

The above schedule is for information purposes only and is subject to change at OTO Fiber's discretion.

M. IRS FORM W-9

The selected consultant will be required to provide OTO Fiber an IRS form W-9.

N. INSURANCE

The selected consultant will be required to provide OTO Fiber proof of insurance as outlined in Attachment D.

O. RESERVATION OF RIGHTS

- OTO Fiber reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
- OTO Fiber reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by OTO Fiber to be in its best interest.
- OTO Fiber reserves the right to request additional information from any or all consultants.
- OTO Fiber reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFQ.
- OTO Fiber reserves the right to determine whether the scope of the project will be entirely as described in the RFQ, a portion of the scope, or a revised scope be implemented.
- OTO Fiber reserves the right to select one or more consultants to perform services.
- OTO Fiber reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal

indicates acceptance by the Consultant of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal submitted.

- OTO Fiber reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFQ, or failure to enclose copies of the required documents outlined within RFQ.

SECTION II SCOPE OF WORK

PROJECT DESCRIPTION

OTO Fiber is soliciting proposals from vendors (referred to hereafter as “Consultant”) for Outside Plant Network Design, Fiber Route Planning, and estimates of Permitting costs for a network in OTO Fiber’s designated service areas in Old Town and Orono, Maine.

OTO Fiber intends to design and install a scalable network backbone and network distribution infrastructure capable of providing gigabit+ connectivity for selected routes located throughout Old Town and Orono.

OTO Fiber’s immediate goal is to construct a network infrastructure in a pilot project configuration (referred to hereafter as “OTONET”) that will accommodate the current and future needs of OTO Fiber.

When complete, OTONET will provide a resilient and financially sustainable core network capability for current and future operations allowing for growth, expansion and scalability

The required completion date for constructing OTONET is September 30, 2018. There will be three (3) phases of the project:

- Phase I: (within the scope of this RFQ), entails – Fiber Route Planning, Network Design, Engineering and estimates of Permitting Costs for a “make-ready” network;
- Phase II: Permitting, Construction, Installation, Verification and Testing; and
- Phase III: OSP Maintenance.

This RFQ is for design, engineering, and estimates of permitting preparation only (Phase I). OTO Fiber will prepare separate solicitations for Phases II and III.

Please indicate any other value-added arrangements, unique business features, sponsorship arrangements, special services, discounts or terms and conditions that might suggest solutions in order to meet the needs of OTO Fiber.

OTO Fiber intends to select a bidder or bidders in November of 2017 and to negotiate contract terms as soon thereafter as possible.

Reasons for the Project

This project represents a strong commitment to creating a fiber optic network for economic growth and residential internet services. It leverages strong community support as well as institutional knowledge and expertise. The members of OTO Fiber are the City of Old Town,

the Town of Orono, and the University of Maine System. The University of Maine System operates the third largest network in the State of Maine (after FairPoint and Spectrum), providing connectivity for all campuses of the University of Maine System, all K-12 schools and public libraries in the state, and most not-for-profit research facilities. Thus, OTO Fiber, given the expertise and experience of its members, is uniquely poised to bring this project to a successful conclusion.

The reasons for this project are 1) to create a fiber optic network suitable for delivery of symmetric gigabit Internet connectivity, 2) to provide an attractive market place infrastructure environment for multiple Internet Service Providers (ISPs) to competitively offer services to businesses and residents in our communities, 3) to bolster existing businesses that can take advantage of this connectivity, 4) to attract and foster entrepreneurs, students, and recent graduates to create new businesses and enterprises that rely on high bandwidth connectivity, 5) to enable the growth and development of “home centered” business activities and employment opportunities operated from residential locations throughout our communities, and 6) to reach a level of utilization whereby the revenues cover the costs of upkeep, expansion, AND adoption of future technological developments.

Goals of the Project

OTO Fiber’s intent is to construct an OTONET infrastructure that meets the following goals:

- Retain ownership of the network with contracted (third-party) maintenance support;
- Facilitate collaboration, economic development, stimulate innovation, reduce long-term expenses, and reduce operational risks;
- Leverage current outside-plant network infrastructure, if feasible;
- Leverage partner organization networks, if feasible;
- Provide a secure, scalable, resilient network that is readily expandable; and
- Incorporate smart design techniques for future uses.

Background

The OTO Fiber geographic area is composed of the urbanized areas of Old Town and Orono. The latest U.S. Census data show that this area has a total population of 14,528. Deducting those who live in group quarters (primarily students living in dormitories at the University of Maine but also persons in nursing homes), a total of 10,641 people live in households. They live in a total of 4,698 housing units. Including vacant dwellings, the total number of housing units in the area is 4,986.

OTO Fiber’s Role

OTO Fiber will serve as the owner of fiber and will contract support and maintenance through a separate entity. OTO Fiber will provide access to fiber from a headend to the customers’ premises in a non-discriminatory open-access model.

MINIMUM REQUIREMENTS

1. The proposed fiber optic network design for this project will be entirely aerial fiber. However, design must allow for future expansion into neighborhoods served with underground conduits.
2. The primary neighborhoods displayed in ATTACHMENT A are neighborhoods to be included in the design of OTONET. The design and engineering of the expansion neighborhoods in ATTACHMENT A should be included as an optional price.
3. Consultant will be requested to engage in some long-term planning discussions with OTO Fiber to assist in assessing future alternative deployments. This RFQ will not incorporate the design or engineering for the alternatives but will assist staff in understanding how to position the designed network for future expansion.
4. Consultant is expected to produce comprehensive computerized design maps and detailed CAD drawings of entire route and route options, including aerial-to-underground splice-closures (if any), hand-hole placements (if any) and any associated equipment necessary for network construction.
5. Route engineering will include preparation and management of all required pole attachment applications per the design recommendation.
6. Consultant is required to generate and manage consolidated field notes in an electronic format approved by OTO Fiber.
7. Network design information and documentation to be provided in an electronic format approved by OTO Fiber.
8. Consultant will input all pole attachment inventories for pole attachment agreements between the Consultant and other utilities into an electronic format approved by OTO Fiber.
9. The Consultant will provide GPS points of reference for utility poles. The Consultant will provide photo images of utility poles that the fiber will attached to. The Consultant will provide GPS points of reference for hand holes (if any), street crossings, and splice enclosures.

TECHNICAL SPECIFICATIONS

OTO Fiber requires the use of single-mode optical fiber that is compliant with the new International Telecommunication Union (ITU) standards for low water-peak fibers, ITU G.652.D, as well as Telecommunications Industry Association and Electronic Industries Alliance (TIA/EIA) standards. The fiber will provide OTO Fiber versatility and flexibility to grow

network systems as the demand grows.

The network design must be flexible enough to allow future retail broadband providers to offer either active Ethernet or Passive Optical Network services to anyone where capacity is available.

In the absence of explicit specifications contained within in this RFQ, Consultants must adhere to industry best practice and follow all applicable local, state and federal regulations, including bonding and grounding guidelines and requirements.

CONSULTANT RESPONSIBILITIES

1. Fiber Route Planning – Fiber must be placed to accommodate current conditions and future needs with minimal disturbance to Town and City operations and the community as a whole. To assist in route planning, OTO Fiber will provide the winning Consultant roadway, parcel, and University of Maine System carrier strand data sets upon execution of a contract.
2. Site Work - The Consultant will provide on-site field/site surveys as required.
3. Engineering Design - The areas depicted in ATTACHMENT A are required areas to be included in the design of OTONET. [Separate pricing for primary vs expansion neighborhoods]
4. Head-End Placement - OTONET's Head End will be at 5752 Neville Hall, Orono, ME 04473. Fiber Concentration Points will be located at 160 Center Street, Old Town, ME 04468 and 59 Main Street, Orono, ME 04473
5. Meetings – The Consultant and OTO Fiber will conduct meetings to discuss project issues on an ongoing basis. Meetings will occur with the Consultant and OTO Fiber to review both the draft deliverables and final deliverables before project completion.
6. Permitting for “Make Ready” Construction - Consultants must prepare, but not submit, pole license applications for construction of OTONET. Working experience with Fairpoint and Emera is a plus and the Consultants should provide this information in detail within the Professional Qualifications element of the RFQ submittal.
7. Documentation and Deliverables - Defines the requirements for documenting project completion including work from concept to completion as specified in this RFQ. Refer to SECTION III - MINIMUM INFORMATION REQUIRED for RFQ submission requirements.

PROPOSED WORK PLAN

Technical considerations - Set forth technical considerations that may influence the Consultant's approach. Any known specific phenomena, techniques, methodologies, or results of previous related work that may influence a Consultant's efforts or direction of approach must be delineated and specified.

Within the work plan, include the following elements:

Tasks - List how the specific tasks and subtasks will be accomplished fulfilling goals, objectives, and scope of work, together with the required sequence of tasks.

1. Data/Documentation Requirements - Identify all technical data/documentation requirements. Include the intended use of data and ability to subsequently upload into MBT Solution's VETRO FiberMap, Google Earth, or other similar applications.
2. Project Schedule/Timeline - Bidder must include a detailed project plan and timeline to complete the engineering.
3. Fiber route plan map - Set of raw data in an agreed upon format of where to build (existing utility poles, conduit) and area(s) to avoid (water, sewer and electric lines).
4. Estimated attenuation, loss specifications, and dispersion specifications.
5. Set of engineering drawings.
6. Bill-of-Materials with pricing estimates for recommended engineering design, design options and design alternatives.
7. Recommend design options to accommodate "future-proofing" network.
8. Regular status meetings and progress reporting.
9. Copies of all Permit applications for "Make Ready" Construction.

SECTION III

PROPOSAL FORMAT

Consultants should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Quotation (include in a separate sealed envelope clearly marked "Fee Quotation")
- E. Authorized Negotiator

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications/Quality of Work – 25 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Maine.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the Consultant, in terms of length of existence, types of services provided, etc. Identify the technical details that make the Consultant uniquely qualified for this work.
4. Provide examples of previously designed community networks that are currently operational today (if any).
5. Describe Consultant's change control process.
6. Include examples of Final Drawings and Permitting Submittals for similar projects.

In the scoring for this section, consultants will be evaluated based on the clarity, thoroughness,

and content of their responses to the above items.

B. Past involvement with Similar Projects – 20 points

The written proposal must include a minimum of three (3) examples of specific experience and indicate proven ability in implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is required with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 30 Points

Provide a detailed and comprehensive description of how the Consultant intends to provide the services requested in this RFQ. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to OTO Fiber, communication and coordination, the working relationship between the consultant and OTO Fiber staff, and the company's general philosophy in regards to providing the requested services.

In the scoring for this section, consultants will be evaluated based on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Quotation - 25 points

1. Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal. Refer to ATTACHMENT C for a Fee Quotation Form. In addition to completing the Fee Quotation Form found in ATTACHMENT C, Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, and sub-task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Consultants shall be capable of justifying the details of the fee quotation relative to personnel costs, overhead, how the overhead rate is derived, material and time.
2. The fee proposed must include the total estimated cost for the project when it is 100% complete. This total may be adjusted after negotiations with OTO Fiber and prior to signing a formal contract, if justified. A sample of the required agreement form is included as ATTACHMENT B in Section IV of this RFQ.

E. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization

authorized to negotiate the agreement with OTO Fiber.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C, based on 75 points) to select a shortlist of Consultants for further consideration. OTO Fiber reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing Consultant to be a candidate for an interview. The committee may contact references to verify material submitted by the consultants.
2. The committee then will schedule the interviews with the selected Consultants if necessary. The selected Consultants will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee quotation.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes by the consultant, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The Consultants interviewed will then be re-evaluated by the above criteria (A through D, based on 100 points), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected Consultant may be pursued leading to the award of a contract by OTO Fiber, if suitable proposals are received.

OTO Fiber also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

OTO Fiber will determine whether the final scope of the project to be negotiated will be entirely as described in this RFQ, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should be prepared providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFQ.

Each person signing the proposal certifies that he or she is the person in the consultant's Consultant/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFQ, notice of the addendum will be posted to a OTO Fiber's web site www.otofiber.com for all parties to download.

Each consultant must acknowledge in its proposal all addenda it has received. The failure of a consultant to receive or acknowledge receipt of any addenda shall not relieve the consultant of the responsibility for complying with the terms thereof. OTO Fiber will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV

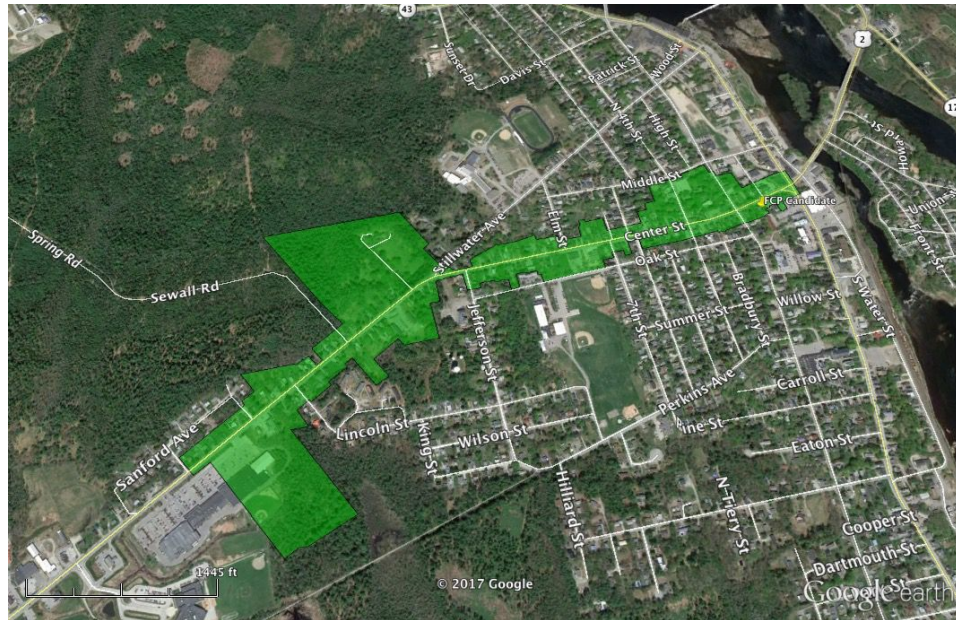
Attachments

Please see the following pages for Attachments.

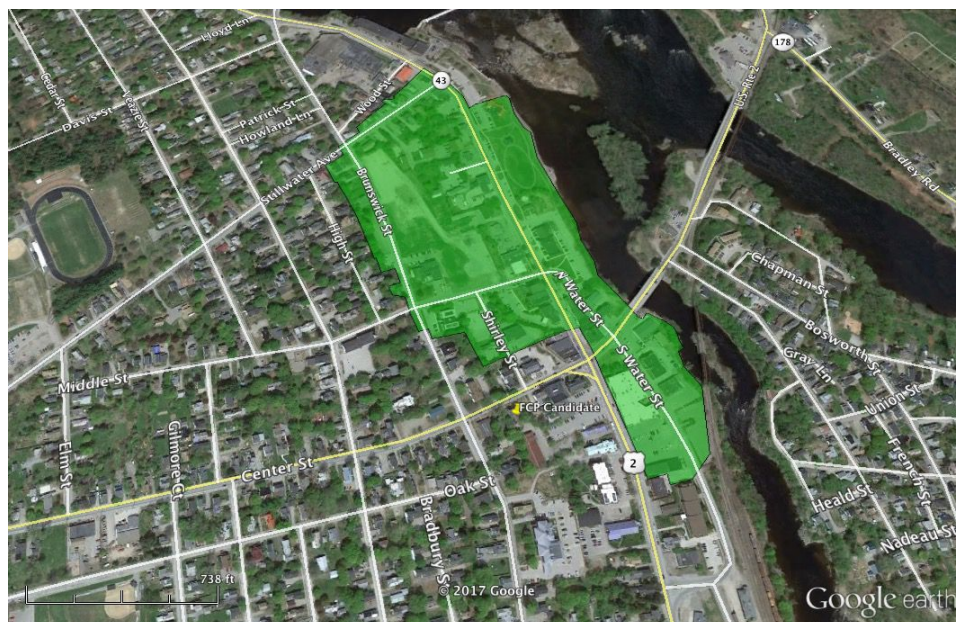
ATTACHMENT A

OTONET Primary Neighborhoods

OT1 - Stillwater Ave - Center St



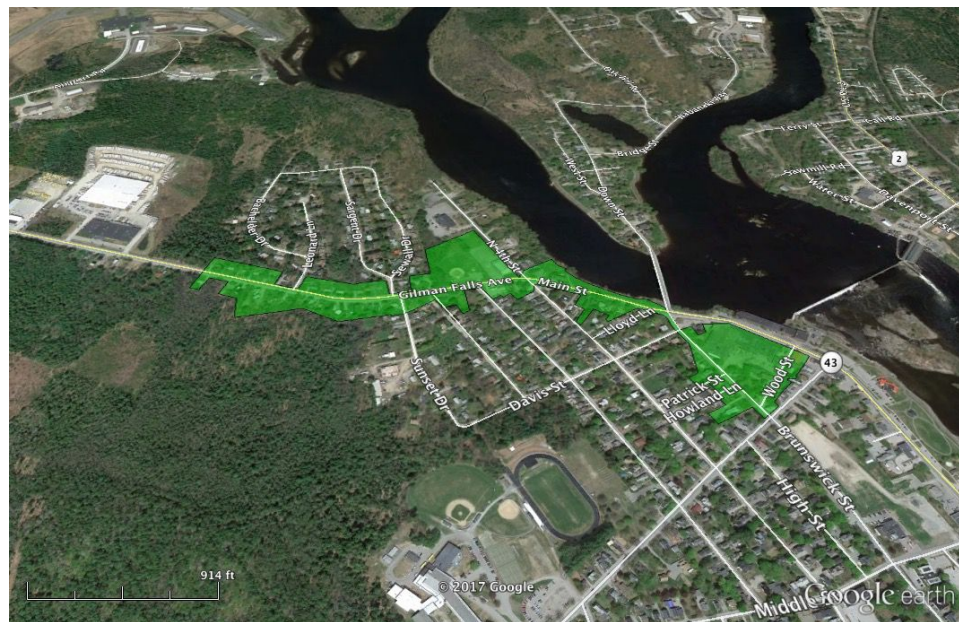
OT2 - Downtown



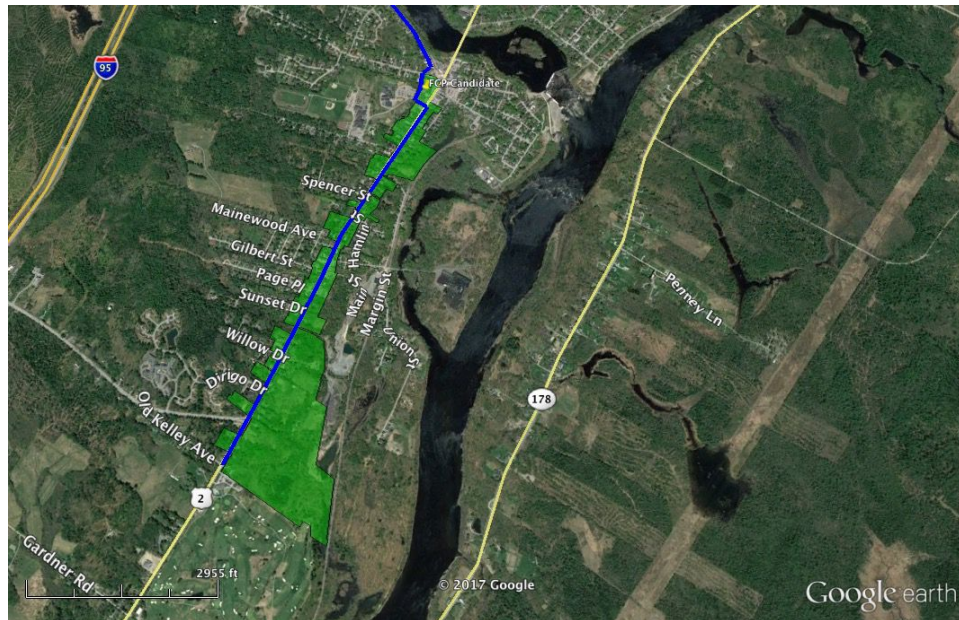
OT3 - Stillwater Ave



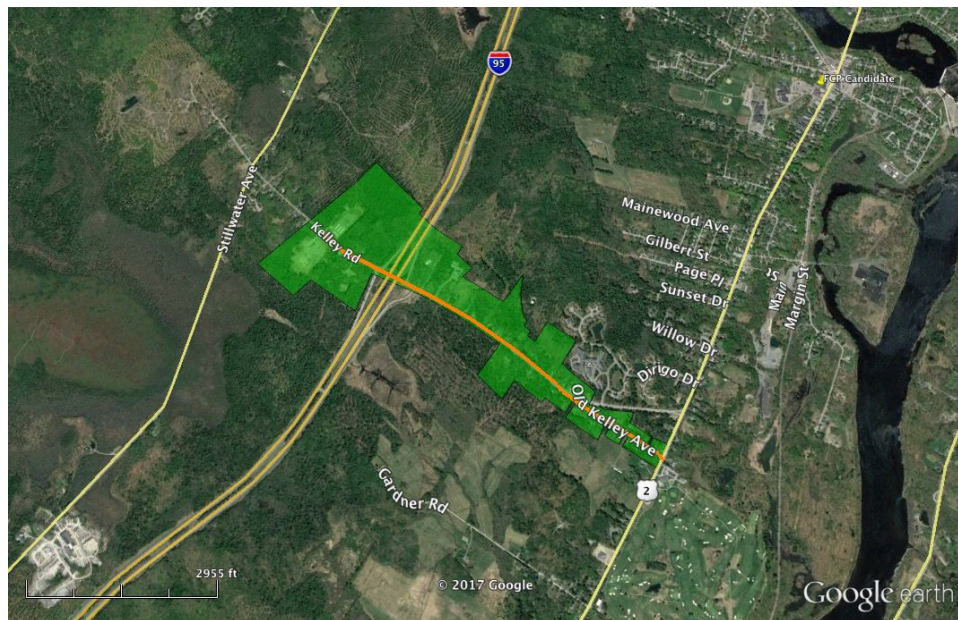
OT4 - Gilman Falls Ave



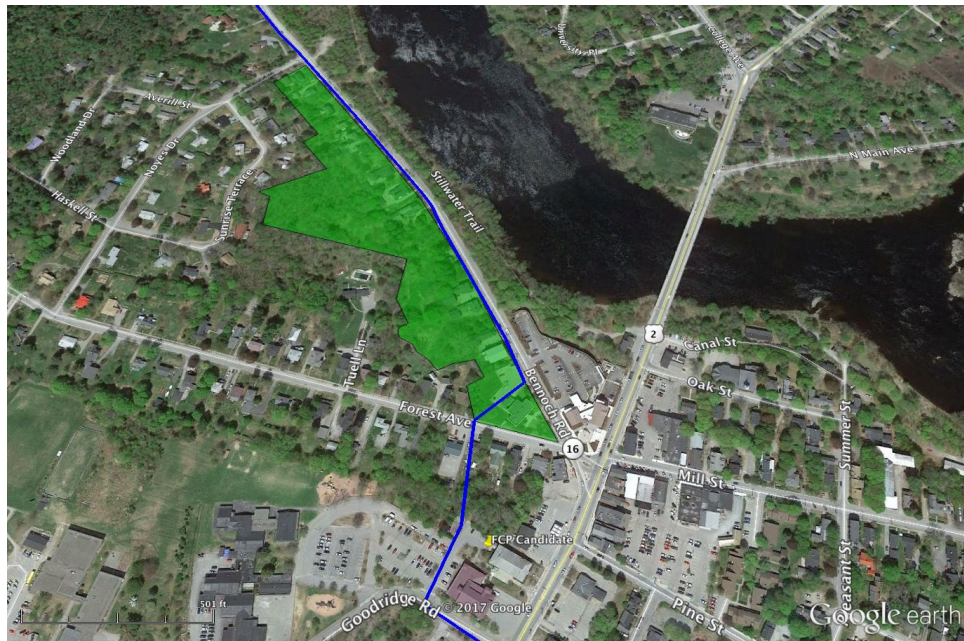
O1 - Route 2



O2 - Kelley Road



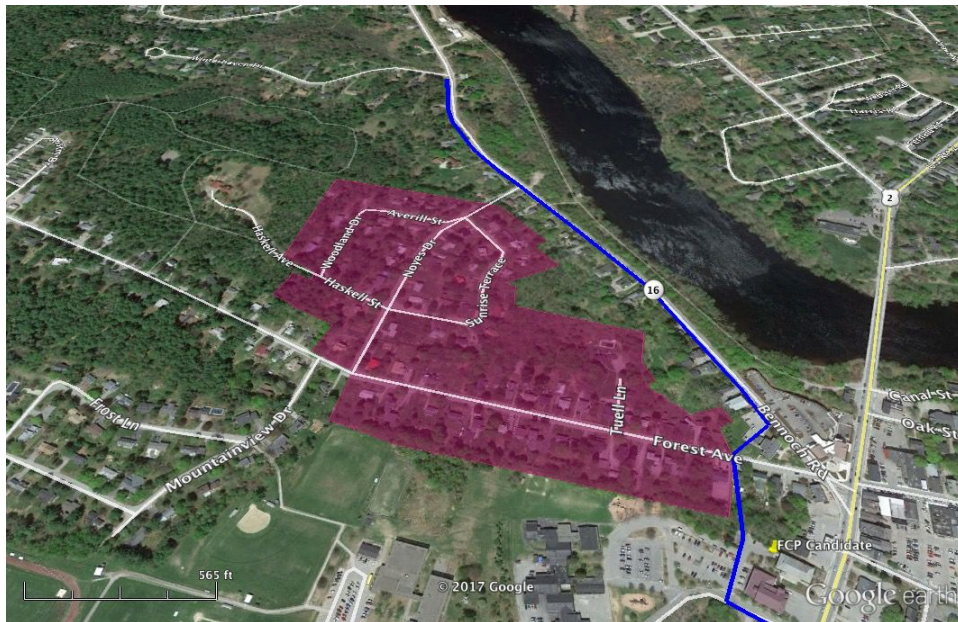
O3 - Bennoch Road



Expansion Neighborhoods

OT5 - Blueberry Hill





O5 - Mahaney



O6 - Westwood Dr



ATTACHMENT B Independent Contractor Agreement

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 20____, by and between the Old OTO Fiber - Orono Fiber Corporation, a Maine non-profit municipal corporation with a mailing address of 59 Main Street, Orono, Maine 04473 (“OTO Fiber”) and _____, with a mailing address of _____ (“Contractor”).

1. TERM OF CONTRACT

This Agreement will become effective upon its execution and will continue until terminated in accordance with the provisions of this Agreement, or until the Services have been satisfactorily performed.

2. INDEPENDENT CONTRACTOR STATUS

(a) No Employment Relationship

It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of OTO Fiber. Nothing in this Agreement shall in any way be interpreted or construed as creating or establishing the relationship of employer and employee between OTO Fiber and Contractor or any employee or agent of the Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. As an independent contractor, Contractor is not entitled to any employee benefits of OTO Fiber. Contractor shall retain the right to perform services for others during the term of this Agreement so long as these services are not inconsistent or incompatible with Contractor’s obligations under this Agreement.

(b) No Authority to Bind OTO Fiber

Contractor has no authority to act, to enter into any contract, or to incur any liability on behalf of OTO Fiber.

3. SERVICES TO BE PERFORMED BY CONTRACTOR

(a) Availability and Description of Services

Contractor agrees to be available at reasonable times upon reasonable request by OTO Fiber during the term of this Agreement, and to provide the services specified in the Activity Plan attached hereto as Exhibit A (“Services”).

(b) Work Product

In the event that the Services include the production of goods or a work product, Contractor agrees that OTO Fiber shall own the work prepared or performed by Contractor in connection with the Services. Ownership rights shall include, but are not limited to, all rights associated with publications, trade secrets, copyrights, trademarks and patents.

(c) **Method of Performing Services**

Contractor will determine the method, details and means of performing the Services called for under this Agreement. OTO Fiber shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services. Contractor agrees to exercise the highest degree of care and workmanship (i.e., applicable), and to utilize Contractor's expertise in providing such Services.

4. **COMPENSATION**

(a) **Amount of Compensation**

OTO Fiber agrees to pay Contractor the following compensation upon completion of the Services:

(b) **Invoices and Payment of Compensation**

Contractor agrees to submit to OTO Fiber an itemized invoice for Services, which will include a description of the nature of the services provided.

(c) **Expenses**

Contractor shall be responsible for all costs and expenses incident to the performance of Services for OTO Fiber, including but not limited to, all costs of equipment, tools and materials used by Contractor and all fees, fines, licenses, bonds or taxes required of or imposed against Contractor. OTO Fiber shall be responsible for no expenses incurred by Contractor in performing Services for OTO Fiber, unless expressly stated in the Activity Plan.

(d) **Time**

The number of hours that Contractor will perform Services will be determined by the Contractor. OTO Fiber is under no obligation to offer any projects or hours to Contractor under this Agreement.

5. **OBLIGATIONS OF CONTRACTOR**

(a) **Equipment, Tools and Materials**

Contractor will supply all equipment, tools, materials and supplies required to perform the Services, unless otherwise expressly stated in the Activity Plan.

(b) **State and Federal Taxes**

As an independent contractor, Contractor is responsible for paying all required state and federal taxes and making contributions to government-sponsored benefit programs. In particular:

- OTO Fiber will not withhold FICA (Social Security) from Contractor's payments;
- OTO Fiber will not make state or federal unemployment insurance contributions on Contractor's behalf;
- OTO Fiber will not withhold state or federal income tax from payment to Contractor; and
- OTO Fiber will not obtain workers' compensation insurance on behalf of Contractor.

OTO Fiber will issue an Internal Revenue Service Form 1099 with respect to Contractor's compensation. Contractor agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals including obligations such as payment of quarterly taxes, social security, disability and other contributions based on the fees paid to the Contractor under this Agreement. Contractor agrees to indemnify and hold OTO Fiber harmless to the extent OTO Fiber becomes obligated to pay any of the above taxes or incurs any similar liabilities.

(c) **Insurance Requirements**

If required by the Activity Plan, Contractor agrees to maintain a policy of insurance to cover: (a) claims under workers' compensation and state disability laws; (b) claims for damages for bodily injury, sickness, disease or death which arise out of any negligent act or omission of Contractor; and (c) claims for damages because of injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, which arise out of any negligent act or omission of Contractor.

(d) **Indemnities**

Contractor shall defend, indemnify and hold harmless OTO Fiber (and its officials, employees or agents) from and against all claims, damages, losses and expenses as they are incurred, including court costs and reasonable fees and expenses of attorneys, expert witnesses and other professionals, arising out of or resulting from:

- (i) any action by a third party against OTO Fiber that is based on any claim that any of Contractor's Services or their results, or OTO Fiber's use of their results, infringe a patent, copyright or other proprietary right or incorporates any misappropriated trade secrets;
- (ii) any action by a third party that is based on any negligent act or omission or willful conduct of Contractor or employees or contractors of Contractor and which results in: (a) any bodily injury, sickness, disease or death, (b) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (c) any violation of any statute, ordinance, or regulation; and (d) any determination by a court or agency that Contractor is not an independent contractor.

6. **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement on _____ day's written notice to the other party. OTO Fiber may terminate this Agreement for good cause immediately by written notice, and in that event OTO Fiber will not be liable to Contractor for any work performed by Contractor after such notice has been sent.

7. **GENERAL PROVISIONS**

(a) **No Assignment**

Neither this Agreement nor any duties, obligations or rights under it may be assigned by Contractor without OTO Fiber's prior written consent. Any attempted assignment or delegation of this Agreement by Contractor without the express written consent of OTO Fiber will be void.

(b) **Notices**

Any notices in connection with this Agreement may be given by either party to the other, in writing, by personal delivery, by email, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice to the other party. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

(c) **Entire Agreement of the Parties**

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the performance Services by Contractor for OTO Fiber and contains all the covenants and agreements between the parties with respect to the performance of such Services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by each party.

(d) **Headings**

Headings of sections and subsections in this Agreement have been included solely for convenience and reference and are not a part of this Agreement.

(e) **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Maine.

Dated this ____ day of _____, 20____.

OLD TOWN - ORONO FIBER CORP.

CONTRACTOR

By: _____

Name: _____

Title: _____

Name: _____

ATTACHMENT C FEE QUOTATION FORM

FEE QUOTATION FORM

Project: Fiber Optic Network Design and Engineering

Consultant:

Notes: All Consultants shall provide a Total Price for all RFQ items specified below based upon a time and materials basis.

The Total Base Bid is a Not-to-Exceed Price based upon actual time and materials expensed to complete the Project as defined in the RFQ Scope of Work. Additional rows can be added to Fee Quotation Form as necessary.

OTO Fiber, at its sole discretion, may elect to delete any portion of the work delineated below. Work shall be determined based upon the availability of funds.

Any item not provided in the following list shall be considered incidental.

Contract shall be awarded based on the base bid or any combination of a base bid and alternate bid in any manner OTO Fiber believes to be in its best interest.

The Consultant agrees to complete the Project and all related work, as specified in the Scope of Work.

Item	Description	Staff Name/Title	Hourly Rate	Estimated Hours	Amount
	Primary Neighborhoods				
1	Project Management				
2	Fiber Route Planning				
3	Engineered Drawings				
4	Preparation of Pole Attachment Applications				
5	Other – Please Describe any other work requiring cost estimate.				
	Total Cost				
	Alternative Neighborhood - Mahaney				
1	Project Management				
2	Fiber Route Planning				
3	Engineered Drawings				
4	Preparation of Pole Attachment Applications				
5	Other – Please Describe any other work requiring cost estimate.				
	Total Alternative Cost				
	Alternative Neighborhood - Forest/Noyes				
1	Project Management				
2	Fiber Route Planning				
3	Engineered Drawings				
4	Preparation of Pole Attachment Applications				
5	Other – Please Describe any other work requiring cost estimate.				
	Total Alternative Cost				
	Alternative Neighborhood - Westwood				
1	Project Management				
2	Fiber Route Planning				
3	Engineered Drawings				
4	Preparation of Pole Attachment Applications				
5	Other – Please Describe any other work requiring cost estimate.				

	Total Alternative Cost				
	Alternative Neighborhood - Blueberry Hill				
1	Project Management				
2	Fiber Route Planning				
3	Engineered Drawings				
4	Preparation of Pole Attachment Applications				
5	Other – Please Describe any other work requiring cost estimate.				
	Total Alternative Cost				
	Alternative Neighborhood - Oak/Perkins				
1	Project Management				
2	Fiber Route Planning				
3	Engineered Drawings				
4	Preparation of Pole Attachment Applications				
5	Other – Please Describe any other work requiring cost estimate.				
	Total Alternative Cost				

Authorized Signature/Printed Name

Date

ATTACHMENT D INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to OTO Fiber on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

	Insurance Type	Coverage Limit
	Commercial General Liability, including Products and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

Old Town-Orono Fiber Corporation shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

OTO Fiber reserves the right to change the insurance requirement or to approve alternative insurances or limits, at OTO Fiber's discretion.

ATTACHMENT E Consultant Conflict of Interest Disclosure Form

All Consultants interested in conducting business with the OTO Fiber must complete and return the Consultant Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all Consultants are subject to comply with OTO Fiber's conflict interest policies as stated within the certification section below.

If a Consultant has a relationship with an OTO Fiber official, or an immediate family member of an OTO Fiber official, the Consultant shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the Consultant named below:

1. No OTO Fiber official or immediate family member has an ownership interest in Consultant's company or is deriving personal financial gain from this contract.
2. No retired or separated OTO Fiber official who has been retired or separated from OTO Fiber for less than one (1) year has an ownership interest in Consultant's Company.
3. No OTO Fiber official is contemporaneously employed or prospectively to be employed with the Consultant.
4. Consultant hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any OTO Fiber official to obtain or maintain a contract.
5. Please note any exceptions below:

Consultant Name	Consultant Phone Number
Conflict of Interest Disclosure *	
Name of OTO Fiber official, or immediate family member with whom there may be a potential conflict of interest.	() Relationship () Interest in Consultant's company () Other

*Disclosing a potential conflict of interest does not disqualify Consultant. In the event Consultants do not disclose potential conflicts of interest and they are detected by OTO Fiber, Consultant will be exempt from doing business with OTO Fiber.

I certify that the information provided is true and correct by my signature below:

Signature
Authorized Consultant Representative

Date

Printed Name
Authorized Consultant Representative

Title
Authorized Consultant Representative