

City of Biddeford
Finance Committee
October 06, 2020 5:00 PM Via ZOOM
Please click the link below to join the webinar:
<https://biddeford.zoom.us/j/97986708109?pwd=SlhPYUhHaFhGQlIDK081Uk4reVhvZz09>

Passcode: 478911

Or iPhone one-tap :

US: +16465588656,,97986708109# or +13017158592,,97986708109#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

**US: +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 9128 or +1
253 215 8782 or +1 346 248 7799**

Webinar ID: 979 8670 8109

International numbers available: <https://biddeford.zoom.us/j/97986708109>

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. September 15, 2020 Finance Committee Minutes
[9-15-2020 Finance Committee Minutes.rtf](#)
- 3. Signing of the expenditure warrant**
 - 3.1. Warrant for September 22, 2020
Warrant for September 29, 2020
Warrant for October 1, 2020
- 4. Discussion/Approval**
 - 4.1. Recommendation/Partial Funding of Microbial Source Tracking Project at Biddeford Pool
[10-06-2020 Microbial Testing-Bidd Pool-ORDER.doc](#)
[10-06-2020 Microbial Testing-Bidd Pool-MEMO.docx](#)
[10-06-2020 Microbial Testing-DMR Closure Letter.pdf](#)
 - 4.2. Recommendation/Agreement with SPURWINK for Assignment of Community Engagement Specialist to Work with Biddeford Police Department
[10-06-2020 Collaboration Agreement-Spurwink-ORDER.doc](#)
[10-06-2020 Collaboration Agreement with Spurwick-MEMO.docx](#)
 - 4.3. Fire Department Personal Escape Systems Grant
[10-06-2020 FD Personal Escape Systems.pdf](#)
 - 4.4. Recommendation/Purchase of EMS Equipment (Stretcher, Stair Chair & Cardiac Monitor)/Stryker of Redmond, Washington
[10-06-2020 Fire Dept-EMS Equipment-ORDER.doc](#)
[10-06-2020 Fire Dept-EMS Equipment-Backup Docs.pdf](#)

- 4.5. Recommendation: Field Repairs on Field II at St. Louis Field
 - [10-06-2020 St Louis Field II - Briefing.docx](#)
 - [10-06-2020 St Louis Field II - Sportsfield Specialties-40'H Quote.pdf](#)
 - [10-06-2020 St Louis Field II - Sportsfield Specialties-50'H Quote.pdf](#)
 - [10-06-2020 St Louis Field II - Poles with Canopy.JPG](#)
 - [10-06-2020 St Louis Field II - Poles with Canopy\(2\).JPG](#)
 - [10-06-2020 St Louis Field II - Poles without Canopy.jpg](#)
 - [10-06-2020 St Louis Field II-Poles without Canopy\(2\).jpg](#)
- 4.6. Recommendation/Agreement w/Wright-Pierce/Collection System Evaluation
 - [10-06-2020 Wright-Pierce-CSO Master Plan-Briefing Memo.docx](#)
 - [10-06-2020 Wright-Pierce Collection System Evaluation.pdf](#)
- 5. **Other Business**
- 6. **Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
September 15, 2020
(Due to COVID-19, the meeting was held virtually via ZOOM)

The meeting was called to order at 5:00 p.m. by the Chair, Councilor John McCurry.

Present: Chair, Council President, John McCurry; Mayor Alan Casavant; Councilor Stephen St. Cyr; Councilor Mike Ready; City Manager, James Bennett; City Clerk, Carmen Morris; and Finance Director, Alison Garrison.

Adjustment to the Agenda

No adjustments to the agenda.

Approval of Minutes of September 1, 2020

Motion by Councilor Ready to approve the minutes as printed, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carries 4-0.

Expenditure Warrants: September 8, 2020; September 15, 2020

The warrants were emailed to the Finance Committee members for their review.

Motion by Councilor Ready to approve the expenditure warrants, seconded by Councilor St. Cyr.

Vote: unanimous

Motion carries 4-0.

Discussion/Approval

Recommendation/Purchase of SUV for Police Department/Arundel Ford of Arundel, Maine

Motion by Councilor Ready to recommend the purchase of an SUV for the Police Department from Arundel Ford of Arundel, Maine, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carries 4-0.

Recommendation/Purchase of Two (2) Police Cruisers/Arundel Ford of Arundel, Maine

Motion by Councilor Ready to recommend the purchase of two (2) Police Cruisers from Arundel Ford of Arundel, Maine, seconded by Councilor St. Cyr.

Discussion: Councilor McCurry noted the purchase of two police cruisers for total price of \$66,122.00 before discounts of \$11,600.00.

Vote: unanimous.

Motion carries 4-0.

Recommendation/Public Safety Radio System Upgrade

The Committee is being asked to figure out the dollar amount to spend on the Public Safety Radio System upgrade, and how it will be paid for.

The City Manager explained the upgrade is important because the current radio system does not work inside the Mill Buildings. Some of this may be funded by through the TIF District. It is still being looked at.

Councilor Ready asked Chief Beaupre if this would alleviate the dead spots around town. Chief Beaupre noted it is still an issue and this would address those coverage areas.

Councilor St. Cyr had a question in the number of the reduction in units, and then additional units. He asked if it was because of the reduction.

Chief Beaupre explained they shuffled some of the radios to other departments.

Chief Gagne explained everyone gets a portable and they maintain it.

Councilor St. Cyr asked if they had already determined these are not costs that could be shared by other communities.

The City Manager noted they will take a look at that.

Councilor St. Cyr asked if there was a way to phase this into departments and how long is the life of this system.

Chief Beaupre gave an explanation and noted it should all be done at the same time. The Motorola people indicated it would last about 15 years.

Councilor St. Cyr struggles with how expensive it is and would like to have had another option. He suggested looking at a longer term financing option.

Councilor McCurry asked about possible cost options for this project, whether we finance through Motorola or we go out to lease ourselves, or leasing the equipment rather than purchasing it.

Councilor McCurry asked about the need to supply portable radios for on-call Fire Department personnel including Fire Police.

Chief Beaupre explained the structure of the Fire Police.

Chief Gagne explained the importance of these portable radios during an emergency, approximately 30 times a year.

Councilor McCurry wants to ensure that if radios are being distributed to personnel, they are actually being utilized. He also asked about the installation for DPW.

Chief Beaupre explained DPW will do the radio installs getting guidance from Motorola staffing. It is a collaborative effort.

Motion by Mayor Casavant to recommend the Public Safety Radio Upgrade Project in the amount of \$4,502,304.00 with a lease purchase agreement; with the Finance Committee to work through the final details of the lease purchase agreement, seconded by Councilor Ready.

Discussion: The Finance Committee discussed the concerns of Council about the project and the cost.

Vote: Opposed; Councilor St. Cyr.
In favor; Mayor Casavant, Councilors Ready and McCurry.
Motion carries 3-1.

Other Business

Councilor St. Cyr asked to receive information on how the City ended the prior fiscal year; also monthly financial reports on revenues and expenditures for the current fiscal year.

The City Manager explained he is giving the Council monthly updates on the two major revenues, those being State Revenue sharing and excise tax. He will get the monthly revenue expense for the current year to the Committee. He noted the City did end FY20 in the positive.

Councilor McCurry agreed and wants monthly financials moving forward.

He also asked about personal property taxes and those that go uncollected. He wonders if a business goes out of business, will they still continue to receive bills and notices.

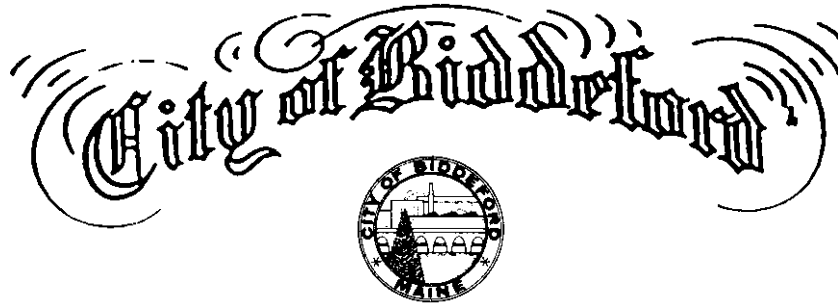
Jim explained that bills will still be sent out until the City cannot statutorily collect those taxes.

Motion to adjourn made by Councilor Ready, seconded by Mayor Casavant. .

Vote: unanimous.

Motion carries 4-0.

Adjourned at 5:48 p.m.



2020.87

IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020

BE IT ORDERED, by the City Council of the City of Biddeford does hereby authorize a portion of the funding for Microbial Source Tracking for Biddeford Pool in the amount of \$12,820.00, with funds coming from the Shellfish Conservation Account – 31142-40238. The Microbial Source Tracking Analysis will be done by the University of New Hampshire.

NOTE: The University of New England has committed \$5,000.00 towards the project; and student time will be covered by a work-study program.



City Council

Meeting Date: October 6, 2020

Meeting Time: 6:00

Agenda Item No: [match agenda item #]

Item Description: [match agenda item description]

Submitted by: Roby Fecteau Director of Code Enforcement & Emergency Management

Supporting Information/Documentation:

<https://www.maine.gov/dmr/shellfish-sanitation-management/closures/documents/10.pdf>

Key Terms:

N/A

Executive Summary:

In an effort to try to determine what is causing the high bacteria counts in Biddeford Pool, the city has formed a partnership with the University Of New England to develop a research project that will give very specific results to what is causing pollution in Biddeford Pool. We will be using a method called Microbial Source Tracking. In conjunction with this project, the city is actively conducting a sanitary survey. We are inspecting septic systems/ sewer for all properties that abut Biddeford Pool. The two approaches with microbial source tracking and the sanitary survey have been presented to the Dept. of Marine Resources and they support the initiative and will work closely with Biddeford regarding future closures.

Detailed Review:

Microbial Source Tracking for Biddeford Pool

The proposed work would identify the source(s) of *E. coli* bacteria in Biddeford Pool. These bacteria are an indicator of fecal material from warm-blooded organisms and have been used to restrict shellfish harvesting if their numbers exceed certain limits set by state and national governments. These bacteria can originate from any number of sources (humans, deer, raccoons, birds including gulls, and dogs among many others). If high numbers of *E. coli* are found in an area, it is therefore useful to identify the source of the contamination in order to develop strategies to reduce the input.

There are a number of tests such as a filter method, or one developed at Idexx Laboratories to enumerate the *E. coli* bacteria. However, these do not tell you what species the bacteria came from. A method called Microbial Source Tracking (MST) has been developed which can identify the sources. MST is a DNA-based technique, and there are two variants of the test. The first is able to identify the presence or absence of bacteria coming from a particular source (Mammal, Human, Dog, Ruminant, Bird, Gull, Horse) based on the

Polymerase Chain Reaction (PCR) analysis made famous by all the crime stories on television. The second method is called quantitative Polymerase Chain Reaction (qPCR), which, in addition to identifying the source of the bacteria can determine relative quantities but for fewer sources (Mammal, Human, Bird).

The bacteria are expected to be influenced by a number of factors including time of year, rainfall, animal migrations, stage of the tide (low and high) and lunar phase (Spring and Neap tides), among other things. We have developed a sampling strategy which will help identify not only the sources of bacteria, but also the things that contribute most to the variability of these bacteria in Biddeford Pool. Once identified, strategies can be developed to reduce the pollution, enabling long-term use shellfish harvesting and other activities in the Pool.

We have identified three sites to be sampled at low tide and six sites at high tide (Figure 1). The sites are dispersed throughout the Pool, and should give us a good idea if the distribution of the bacteria is localized or not. It should also give an indication if the source may be outside the Pool, such as Saco River water coming in on flood tides. The rationale for sampling at high and low tide is that the volume of water entering the Pool may influence the concentration of *E. coli* bacteria by dilution or by washing fecal material from the marsh into the creeks. In this regard it is important to sample at Spring and Neap tides, which represent the largest and smallest tidal ranges during a given month. During Spring tides, for example, the highest reaches of the marsh may be flooded, while during a Neap tide, the water may barely leave the creek banks. Therefore, if birds or other wildlife are mostly responsible for the contamination, the numbers could be higher during Spring tides. If dogs are responsible, their signature will probably be strongest shortly after a rain event. If humans are responsible, the numbers may correspond to seasonal influxes of people, either tourists, or students. The data will allow us to analyze various scenarios.

We propose to collect PCR and qPCR samples in alternating months. The presence absence method gives us a broader range of targets that are analyzed, enabling us to refine strategies better. The quantitative method enables us to identify how much of a problem a certain group is. While UNE students would collect the samples, a laboratory at the University of New Hampshire will conduct the DNA analyses. The cost differs between the PCR and the qPCR tests (Table 1).

We propose to sample the three low-tide and six high-tide sites for the presence/absence of Mammal, Human, Dog, Ruminant (deer), Bird and Gull sources at a cost of \$160/sample, for a total of \$2,880/month. In alternate months we would do qPCR for Mammal, Human and Bird at \$170/sample and \$3,060/month.

Sampling will continue for six months for a total cost of \$17,820. At that time, we will re-evaluate the project to see if it should be continued or not.

UNH Microbial Source Tracking Analysis Costs
2020

Presence/Absence PCR

<u>Cost</u>	<u>Detection targets</u>
\$110	Mammal or any one target source
\$10/target	Human, Dog, Ruminant, Bird, Gull, Horse

Quantitative qPCR

<u>Cost</u>	<u>Detection targets: \$30 for the first assay and \$20 each for more</u>
\$130*	Mammal
\$20	Human, Bird

*Subtract \$100 if presence/absence assay is conducted.



Figure 1. Top – three low-tide sites.



Figure 1. Bottom - six high-tide sites.

Funding Source:

The University of New England has committed \$5,000 towards the project and student time will be covered by a work-study program.

City of Biddeford's portion of the project is \$ 12, 820 and staff requests the money come from the shellfish account 31142-40238. The current balance in that account is \$25,345

Staff Recommendation:

Staff recommends that we do a 6-month testing cycle to help create a baseline of data. We will re-evaluate at month 5 to see if more testing is required.



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF MARINE RESOURCES
21 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0021

PATRICK C. KELIHER
COMMISSIONER

Shellfish Harvesting Area Classification-Notification of Changes

April 6, 2020

This notice is in effect until repealed or replaced

Ladies and Gentlemen:

Under the authority of 12 M.R.S.A. § 6172; the Commissioner has made the following classification change to Area No. 10, Saco River and Saco Bay (Biddeford, Saco, Old Orchard Beach): This notice reclassifies Biddeford Pool by extending the seasonal closure to include August 1st to November 30th due to water quality not meeting approved standards during the open status. An interactive map that allows the user to zoom in to specific areas can be found on the ME DMR website: <https://www.maine.gov/dmr/shellfish-sanitation-management/maps/index.html>. All existing pollution and biotoxin closures remain in effect.

The boundary descriptions of the area are as follows (struck text is being removed and underlined text is being added):

- A. Effective immediately, because of pollution, it shall be unlawful to dig, take or possess any clams, quahogs, oysters, mussels or whole or roe-on scallops taken from the shores, flats and waters west of a line beginning at the end of Parcher Avenue at East Grand Avenue (Old Orchard Beach); then running southeast to the southwest tip of Stratton Island (Saco); then running southeast to buoy RW "WI"; then running southwest to the east tip of Wood Island (Biddeford); then running southwest to the east tip of East Point, Fletcher Neck (Biddeford), and continuing southwest to the south tip of South Point, Fletcher Neck (Biddeford); AND east of a line across the mouth of Biddeford Pool to the west end of Orcutt Blvd.
- B. Effective immediately, because of seasonal non-point source pollution and proximity to the Biddeford Pool WWTP outfall, the shores, flats and waters west of a line across the mouth of Biddeford Pool to the west end of Orcutt Blvd is classified Conditionally Approved and it shall be unlawful to dig, take or possess any clams, quahogs, oysters, mussels or whole or roe-on scallops from August 1st November 30th ~~October 31st~~ and will CLOSE during any malfunction of the Biddeford Pool WWTP. **Please refer to the Statewide Conditional Area Closure Notice on the DMR website: http://www.maine.gov/dmr/rm/public_health/closures/closedarea.htm for open/closed status.**

If you have questions, please contact Department of Marine Resources, 194 McKown Point Road, West Boothbay Harbor, Maine 04575-0008, Tel: (207) 633-9500 Email: DMRPublicHealthDiv@maine.gov. During **weekends/holidays**, contact on duty Marine Patrol Officers through the appropriate State Police barracks: from New Hampshire border to Brunswick, barracks 1-800-228-0857; from Cushing/Boothbay to Lincolnville/Belfast area, barracks 1-800-452-4664; from Belfast to Canadian border, barracks 1-800-432-7381. This notice can be viewed on the Department's website at: <http://www.maine.gov/dmr/shellfish-sanitation-management/closures/pollution.html>. This information is also recorded on our HOTLINE (207-624-7727 OR 1-800-232-4733).

Sincerely,

Bryant Lewis
Western Maine Growing Area Supervisor
Commissioner's Designee

12:30 PM
(Effective Time)



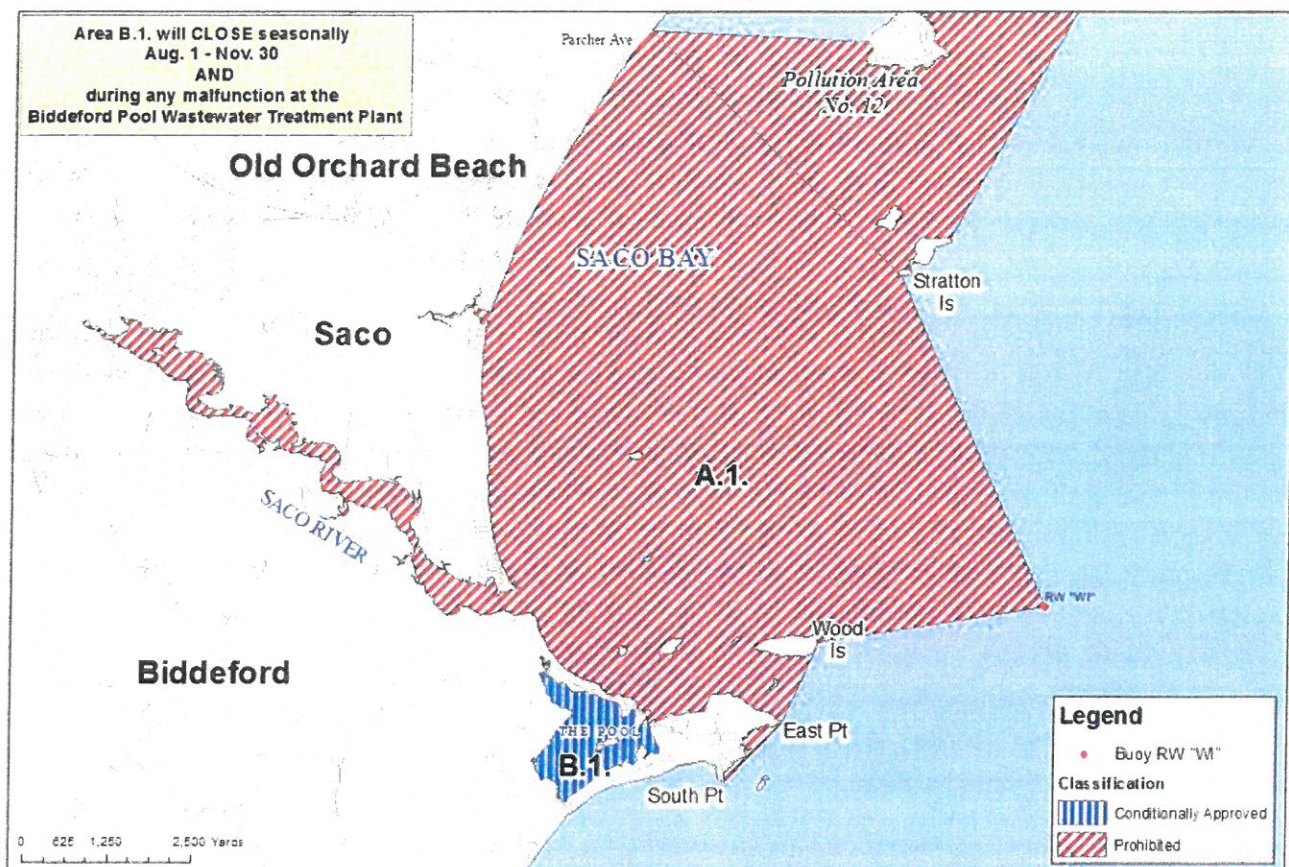
Maine Department of Marine Resources

4/6/2020



Pollution Area No. 10

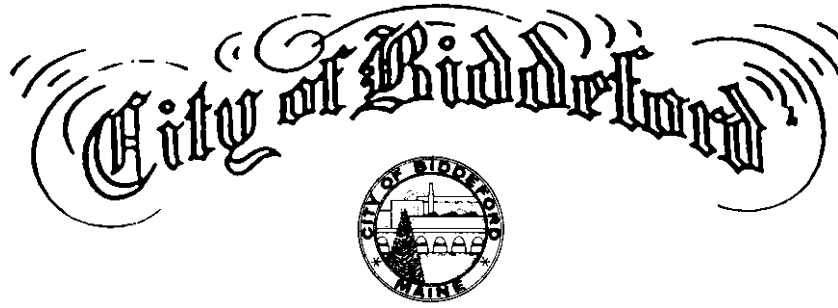
Saco River and Saco Bay (Biddeford, Saco, Old Orchard Beach)



PHONE: (207) 624-6550

<http://www.Maine.gov/dmr>

FAX: (207) 624-6024



2020.86

IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020

BE IT ORDERED, by the City Council of the City of Biddeford that the City Manager is hereby authorized to enter into an agreement with SPURWICK to provide and assign a Community Engagement Specialist to work in collaboration with the Biddeford Police Department as part of their Community Oriented Policing and Engagement program at a negotiated and shared cost. The City's funding will come from the Police Miscellaneous Revenue account in the amount of \$32,480.



City Council

Meeting Date: October 6, 2020

Meeting Time: 6:00 P.M.

Agenda Item No: [match agenda item #]

Item Description: Collaboration Agreement with SPURWINK

Submitted by: Roger P. Beaupre, Chief of Police

Supporting Information/Documentation:

Key Terms:

N/A

Executive Summary:

The Biddeford Police Department reached out to Spurwink to help address the needs of adults, families, and youth in the community who are struggling with critical mental health challenges, substance use disorder, homelessness, trafficking, and other issues which often result in criminal justice system involvement.

Spurwink has 60 years of experience providing mental health care for vulnerable and low-moderate income populations. Spurwink's Outpatient and Community Services division, with a regional hub located in the Pepperell Mil complex in downtown Biddeford, provides outpatient counseling, child and adult Behavioral Health Home services, Functional Family Therapy for system-involved youth, public school counseling, and Trauma Systems Therapy for refugees.

Spurwink Adult Behavioral Health (SABH) provides integrated outpatient psychiatric services for people with Severe Mental Illness and Substance/Opioid Use Disorder with the goal of helping each client enjoy a fulfilling, independent and stable life in the community. SABH has grown to serve nearly 600 adults each year with SMI and SUD, particularly opioid use, helping the vast majority remain stable and avoid hospitalization and incarceration. Many SABH clients live in poverty, are homeless or nearly homeless, suffer from the effects of childhood trauma and abuse, struggle with substance misuse and chronic medical issues, and have years of mental health system involvement.

SABH has an extensive history of providing intensive services to this population. All clients served by the ACT team have a history of psychiatric hospitalization. Of these individuals, the majority have co-occurring mental illness and SUD, and nearly a quarter are homeless. Of those who are homeless, 100% have a co-occurring SUD. Many struggle to seek and maintain employment. Most are referred to SABH after an exacerbation of their symptoms and/or traumatic life events (such as divorce, loss of employment or housing) have thrown them into crisis.

SABH interfaces regularly with other providers to coordinate care for clients. SABH receives referrals from the City of Portland's Homeless Health Care Project, local primary care physicians, emergency rooms and hospitals, therapists, state intensive case managers, and community mental health providers. SABH staff members, particularly our care managers, also work with various medical providers to assist clients who are suffering from physical illnesses, homelessness, exposure to the elements, poor nutrition and SUD. When a client has a case manager from another agency, SABH works closely with that case manager to coordinate care. SABH also collaborates regularly with consumer organizations, such as Amistad. Through grant funding in 2015, SABH partnered with Amistad to institute a peer patient navigator program onsite at our program; that program continues to thrive.

In 2005, SABH received the Preble Street Community Partner Award for its outstanding collaboration with providers in serving homeless individuals with SMI. This was a meaningful recognition from the agency that provides leadership in serving greater Portland's homeless.

Spurwink also has a long history of providing culturally competent and family inclusive programming to a diverse client base throughout our outpatient service array. Our ShifaME program provides trauma systems therapy for nearly 500 refugees in Portland, Lewiston, and Biddeford, and we provide multi-cultural care management programs, both utilizing cultural brokers. We utilize interpreters to ensure that services are available to non-English speakers.

Detailed Review:

Spurwink will embed a Community Engagement Specialist with the Biddeford Police Department to help meet the behavioral health needs of the community. They will focus their time working with adults, families, and youth who have frequent encounters with law enforcement and/or high utilization of community resources such as emergency departments or other health services due to mental illness, substance use, trafficking, and other unmet service needs that are often outside the scope of policing.

The Community Engagement Specialist would be a full-time position filled by either an experienced bachelor's level case manager or master's level clinician. In the first year the position would be 50% funded by the Biddeford Police Department. Spurwink will work with the Biddeford Police Department to secure grant funding for the remaining 50% of the position. If unable to secure grant funding, Spurwink will assume any unfunded expense associated with the position. In the second year, Biddeford Police Department will fund the position at 100%.

The Community Engagement Specialist will be available to work nontraditional hours that align with Department needs. Work duties can include, but are not limited to:

- Accompanying officers on calls to assist with mental health related needs in the moment (once officers have secured the scene).
- Working with department identified individuals to connect them with needed social services and community supports.

- Providing follow-up services after police involvement, providing linkages to community services and partners to address ongoing housing, job support, mental health, and substance use treatment needs.
- Conducting community outreach, engagement, and relationship building activities.
- Convening and facilitating a monthly group of invested community stakeholders to increase collaboration

In addition to the Community Engagement Specialist Position, Spurwink is able to provide clinical supervision for the Department's Opioid Use Disorder Liaison and assist with other Department requested training needs. All Spurwink staff member must pass extensive criminal background checks. Additionally, all staff members receive regular supervision and training - including training on several evidence-based treatment models.

Funding Source:

25 M.R.S.A. §2808. Sharing of training costs

3. Reimbursement for training costs. Whenever a full-time law enforcement officer, trained at the Maine Criminal Justice Academy at the expense of a particular governmental entity, is subsequently hired by another governmental entity as a full-time law enforcement officer within 5 years of graduation from the academy, the governmental entity shall reimburse the first governmental entity according to the following formula, unless a mutual agreement is reached.

In compliance with this statutory requirement, the City of Bangor has reimbursed the City of Biddeford 80% of the training costs in the amount of \$32,480 as the direct result of their hiring a Biddeford Police officer within the 5 years of the date of graduation from the Basic Law Enforcement Training Program.

The City Council to authorize the expenditure of these funds as the City's portion of the funding for the Community Engagement Specialist contract.

Staff Recommendation:

That the City Manager be authorized to sign an agreement with SPURWICK to work in collaboration with the Biddeford Police Department's Community Oriented Policing and Engagement program.



**CITY OF BIDDEFORD
FIRE DEPARTMENT**

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Paul R. LaBrecque
Deputy Chief Kevin D. Duross

Bid Information for Fire Department Personnel Escape System Grant

Bids were opened on 9/22/20 at 1130. Three vendors submitted bids as listed below.

<i>All Hands Fire</i>	<i>\$38,894.00</i>
<i>Dan Enterprises Team, LLC</i>	<i>\$27,030.90 (this bid did not meet spec)</i>
<i>Harrison Shrader Enterprises, LLC</i>	<i>\$28,240.20</i>

The FD is recommending Harrison Shrader, LLC which is the lowest bid that meets spec and the most local dealer. The City received an Assistance to Firefighters Grant from FEMA in the amount of \$25,520.00 leaving the city share of the project at a cost of \$2,720.20.



**CITY OF BIDDEFORD
FIRE DEPARTMENT**

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Paul R. LaBrecque
Deputy Chief Kevin D. Duross

Bid Opening for Sterling Escape Rope System

Bids were opened on September 22, 2020 at 10:30 am in the Conference Room.

Present from Biddeford Fire Department: Chief Scott Gagne, Assistant Chief Paul LaBrecque, Deputy Chief Kevin Duross, Office Manager Kathy Boyden.

Also Present: Willie Burk from Harrison Shrader Enterprises, LLC.

All Hands Fire **\$38,894.00**

Neptune, NJ

Dan Enterprises Team, LLC **\$27,030.90**

Miami, FL

Harrison Shrader Enterprises, LLC **\$28,240.20**

Lewiston, ME

**SPECIFICATIONS AND BID FORMS
FOR**

STERLING ESCAPE SYSTEM

**BIDDEFORD FIRE DEPARTMENT
152 ALFRED STREET
BIDDEFORD, MAINE 04005
(207) 282-6632
Fax (207) 283-8243**

BIDDEFORD FIRE DEPARTMENT

Request for Proposals

Sterling Escape System

The Biddeford Fire Department has been awarded an Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency (FEMA). This grant will provide each firefighter with a personal escape system. As a part of the grant package, we are requesting proposals for the equipment.

CLOSING DATE:

Proposals will be received until 10:30 am on Tuesday, September 22, 2020 at the Biddeford Fire Department, 152 Alfred Street, Biddeford, ME. 04005. At this time and location, the proposals will be publicly opened.

Any proposals received after the above-scheduled date and time may NOT be considered.

INSTRUCTIONS:

Proposals are to be submitted (FOUR COPIES) in a sealed envelope/box and clearly marked as **Request for Proposal for Sterling Escape System** on the outside of the packaging, including any outer packaging (UPS, FedEx, USPS, etc.)

Proposals must be delivered to:

Biddeford Fire Department
Attn: Chief Gagne - RFP for Sterling Escape System
152 Alfred Street
Biddeford, ME. 04005

TAXES:

The City of Biddeford is exempt from all State and Federal taxes. Do not include these amounts in your proposal.

All bids shall be submitted on the bid form provided herewith. Bidders shall attach to the bid form a detailed description of the items proposed, including specification, standard features, optional equipment, and warranties. Any exception(s) to the bid specification shall be listed on the provided bid form in the area provided for exception(s). Bidders shall quote prices that include shipping charges. No proposal may be withdrawn within sixty (60) days after date of opening thereof.

Biddeford Fire Department will select the bidder that best meets the needs of the Fire Department. In evaluating bids, the Fire Department will consider the price, quality, warranty, specific features of the equipment proposed, the bidder's location, and the time of delivery. The Fire Department reserves the right to reject any or all bids, to wave informalities in the bidding process, and to negotiate specific terms of the bid. Biddeford Fire Department will issue a purchase order to the successful bidder to indicate the award of the contract to furnish the escape system. Questions regarding this bid should be addressed to Chief Scott Gagne at 207-282-6632.

SPECIFICATIONS
(Acceptable minimums are listed)

Quantity	Description	Part Number
58	Sterling Escape System	KTFCXSTL9PB
58	Sterling Bolt Escape Belt w/2 D-Rings	SWFBBR/SWFBBL
58	Alterations to bunker pants to fit to Individuals – Harness loops (5-7 per set). Include labor.	n/a

BID FORM

Sterling Escape System

Quantity	Description	Part Number	Unit Price	Total Price
58	Sterling Escape System	KTFCXSTL9PB*		
* Kit to include: • 40' length of SafeTech rope • Lightening GT Hook • Tech Extension Lanyard • SafeD Carabiner Pocket bag				
58	Sterling Bolt Escape Belt w/2 D-Rings	SWFBBR/SWFBBL		
58	Alterations to bunker pants to fit to Individuals – Harness loops (5-7 per set). Include labor.	n/a		
1	Shipping	n/a		

EXCEPTIONS:

Total Price:	
---------------------	--

All bids must bear the handwritten signature of an officer or authorized employee of the company bidding.

This bid is submitted by:

Printed name: _____

Business name: _____

Business Location: _____

Business phone: _____

Signed _____ Date _____

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Scott Gagne
BIDDEFORD, CITY OF
152 ALFRED ST
BIDDEFORD, ME 04005



FEMA

EMW-2019-FG-10229

Dear Scott Gagne,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$25,520.00 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$2,552.00 for a total approved budget of \$28,072.00. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Logan".

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: BIDDEFORD, CITY OF

DUNS number: 940878358

Award number: EMW-2019-FG-10229

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$28,072.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$25,520.00
Non-federal	\$2,552.00
Total	\$28,072.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Equipment

Ropes, Harnesses, Carabiners, Pulleys, etc.

DESCRIPTION

This cost is for Sterling Escape System (KTFCXSTL9PB) to include 40' SafeTech rope, Lightening GT hook, Techn extension lanyard, SafeD cadabiner, pocket bag; Sterling Bold EscBelt w/ 2 Drings (p/n SWFBBR), alternations to fit to individuals

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	58	\$484.00	\$28,072.00	Equipment

CHANGE FROM APPLICATION

Cost 1 **Quantity** from 69 to 58

JUSTIFICATION

This reduction is because the number of Personal Escape Devices requested exceeded the reported number of firefighters in your department.

Agreement Articles

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: BIDDEFORD, CITY OF

DUNS number: 940878358

Award number: EMW-2019-FG-10229

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article 2	DHS Specific Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article 10	Copyright
Article 11	Debarment and Suspension
Article 12	Drug-Free Workplace Regulations
Article 13	Duplication of Benefits
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 15	Energy Policy and Conservation Act
Article 16	False Claims Act and Program Fraud Civil Remedies
Article 17	Federal Debt Status
Article 18	Federal Leadership on Reducing Text Messaging while Driving
Article 19	Fly America Act of 1974
Article 20	Hotel and Motel Fire Safety Act of 1990
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 22	Lobbying Prohibitions
Article 23	National Environmental Policy Act
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article	Non-supplanting Requirement
25	
Article	Notice of Funding Opportunity Requirements
26	
Article	Patents and Intellectual Property Rights
27	
Article	Procurement of Recovered Materials
28	
Article	Rehabilitation Act of 1973
29	
Article	Reporting of Matters Related to Recipient Integrity and Performance
30	
Article	Reporting Subawards and Executive Compensation
31	
Article	SAFECOM
32	
Article	Terrorist Financing
33	
Article	Trafficking Victims Protection Act of 2000 (TVPA)
34	
Article	Universal Identifier and System of Award Management (SAM)
35	
Article	USA Patriot Act of 2001
36	
Article	Use of DHS Seal, Logo and Flags
37	
Article	Whistleblower Protection Act
38	
Article	Acceptance of Post Award Changes
39	
Article	Prior Approval for Modification of Approved Budget
40	
Article	Disposition of Equipment Acquired Under the Federal Award
41	
Article	Environmental Planning and Historic Preservation
42	

Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

- Article 3 Acknowledgement of Federal Funding from DHS**
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- Article 4 Activities Conducted Abroad**
Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Article 5 Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6 Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7 Best Practices for Collection and Use of Personally Identifiable Information (PII)**
Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- Article 8 Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

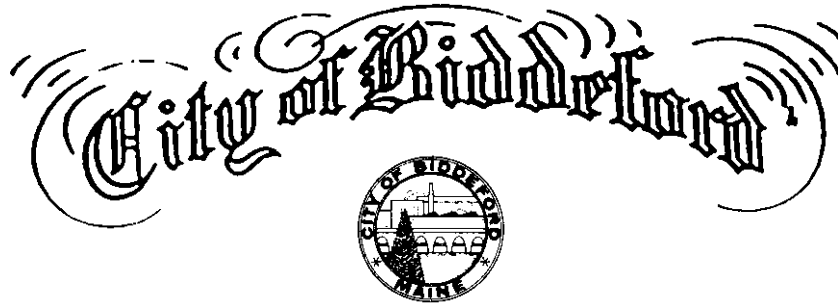
Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2019-FG-10229	2. Amendment No. N/A	3. Recipient No. 016000023	4. Type of Action AWARD	5. Control No. WX02929N2020T		
6. Recipient Name and Address BIDDEFORD, CITY OF 152 ALFRED ST BIDDEFORD, ME 04005		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Scott Gagne		9a. Phone No. 2072826632	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/07/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/14/2020 to 08/13/2021 Budget Period 08/14/2020 to 08/13/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-F9-GB01 - P431-xxxx-4101-D	\$0.00	\$25,520.00	\$25,520.00	\$2,552.00
Totals			\$0.00	\$25,520.00	\$25,520.00	\$2,552.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	08/07/2020



2020.88

IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020

BE IT ORDERED, by the City Council of the City of Biddeford does hereby approve the purchase of an EMS Powered Ambulance Stretcher in the amount of \$21,564.52; an EMS Stair Chair in the amount of \$3,944.40; and an EMS Cardiac Monitor in the amount of \$38,357.56 from Stryker of Redmond, WA. The total equipment cost is **\$63,866.48** and will be paid from the FY21 CIP Fund.

NOTE: The Finance Committee will review this item at their October 6, 2020 meeting.



**CITY OF BIDDEFORD
FIRE DEPARTMENT**

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Paul R. LaBrecque
Deputy Chief Kevin D. Duross

Bid Information for Fire Department EMS Equipment

EMS Powered Ambulance Stretcher

Bids were opened on 9/22/20 at 1130. Two vendors submitted bids as listed below.

Ferno **\$23,261.23**

Stryker **\$24,064.52**

-\$2,500 old stretcher trade in

\$21,564.52 total

EMS Stair Chair

Bids were opened on 9/22/20 at 1130. One vendors submitted bids as listed below.

Stryker **\$3,944.40**

This is the current vendor for all of the other three stair chairs that we currently use and for the chairs that are used by most other EMS agencies in our area.

EMS Cardiac Monitor

Bids were opened on 9/22/20 at 1130. Two vendors submitted bids as listed below.

Zoll ***\$41,127.55 with a 4 year maintenance plan***

Stryker ***\$38,357.56 with a 4 year maintenance plan***

The FD recommendation is to purchase all three Stryker products. They are the lowest or the only bidder for each product and they are the products that are currently being used in our department and in most departments in our area. This will decrease needed product training, additionally our department is set up for this brand of equipment with ambulance stretcher mounts, stretcher batteries and charging stations. All items were brought to finance and council because they are being requested to be purchased through the same vendor.

Total equipment cost: **\$63,866.48**



**CITY OF BIDDEFORD
FIRE DEPARTMENT**

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Paul R. LaBrecque
Deputy Chief Kevin D. Duross

Bid Opening for Cardiac Monitor/Defibrillator & Equipment

Bids were opened on September 22, 2020 at 11:00 am in the Conference Room.

Present from Biddeford Fire Department: Chief Scott Gagne, Assistant Chief Paul LaBrecque, Deputy Chief Kevin Duross, Office Manager Kathy Boyden.

Zoll

Chelmsford, MA

\$35,627.55 (4 yr Maint. Plan would be additional \$5,500.00)

Stryker

Redmond, WA

\$38,357.56 (4 yr Maint. Plan included)

**City of Biddeford Fire Department
152 Alfred St
Biddeford, ME 04005-2589
Specifications for One (1) New
Cardiac Monitor/Defibrillator and Equipment**

INVITATION TO BID:

The Biddeford Fire Department is seeking sealed bids for the furnishing of one (1) new, cardiac monitor/defibrillator. Bids for the specified unit, equipment and accessories shall be submitted to Biddeford Fire Department before 11:00AM EST, September 22, 2020 at which time they will be publicly opened and read.

Bids shall be submitted in sealed envelopes marked "Bid for a Cardiac Monitor/Defibrillator". Date and time of bid opening MUST appear on the outside of the envelope as well as the name, address and telephone number of the bidder.

It shall be understood that the Fire Chief reserves the right to reject any or all bids, or accept the proposal, which the Chief deems to be in the best interest of the Biddeford Fire Department. In the event of any doubt or difference of opinions as to the items to be furnished herein, the decision of the Chief shall be final and binding on both parties. All agreements and changes shall be in writing.

The Fire Chief has the right to reject any bid submitted by a dealer or manufacturer who cannot demonstrate a similar completed current model equivalent to or exceeding the specifications to that which is being requested in this bid. Each bidder must submit a reference list, with their bid, stating the names, addresses, telephone number, and contact person of at least six communities where similar monitor/defibrillators have been sold.

INTENT OF SPECIFICATIONS:

It shall be the intent of these specifications to describe and provide complete requirements for a Cardiac Monitor/Defibrillator with 12-lead electrocardiogram as detailed within. Each proposal response shall be in the same sequence as these specifications to allow the reviewers to easily compare proposals. An exception to the specifications may be granted if they are equal to or superior to that specified, provided they are listed and fully explained in the "Exceptions to Specifications" section or on another sheet if the space is needed.

Before awarding the bid, the Fire Chief reserves the right to require the bidder to submit such evidence of their qualifications as may be deemed necessary. The following documentation may be required: financial stability, technical expertise, experience, and other qualifications and abilities of the bidder, including past performance with the purchaser, in making the award in the best interest of the Biddeford Fire Department and in the interest of public safety

CONTRACT:

These specifications shall become a part of the final contract. There is no intention to disqualify any bidder who meets the minimum requirements of these specifications. It should be noted that this specification is written to address specific needs of the purchaser. As such, price will not be the primary consideration in the final bid award. Purchase will be made from the vendor whose product exhibits and meets all established requirements, at the most competitive price and that best fits the needs of the Biddeford

• Fire Department.

The Chief and/or his designee shall evaluate bids. The evaluation will be based on the following minimum criteria:

- Commitment to the conditions specified herein, particularly to the sections, which apply to bidder qualifications and Full Time, In-House service capabilities.
- Documentation and verification of a professionally staffed, factory trained, repair and service shop as described in this package.
- Qualifications, reputation and history of the bidder
- Completeness of the proposal and the degree to which the bidder responds to the requirements and requests for information by the purchaser.
- Commitment for expedient delivery.

No bid may be withdrawn within sixty (60) days subsequent to the opening thereof without permission of the Chief.

The Fire Chief reserves the right to reject any or all bids, waive any informalities in the bidding, or accept the bid, which is deemed to be in the best interest of the department.

GENERAL:

The specification herein states the minimum requirements of the Biddeford Fire Department. All proposals must be regular in every respect. Unauthorized conditions, limitation, or provisions shall be cause for rejection. The Biddeford Fire Department will consider as irregular or non-responsive all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the Biddeford Fire Department to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. Failure to offer a completed proposal or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as non-responsive. All variances, exceptions and/or deviations shall be fully described in the exceptions section of the proposal. Deceit in responding to the specification will be cause for rejection.

BIDDING PRACTICES:

- A. Bids must be held firm for a period of not less than 60 days to permit examination and comparison, unless otherwise specified.
- B. No bid may be withdrawn, modified or otherwise changed once the bids have been opened. It will be assumed that each bidder has thoroughly and completely familiarized themselves with these specifications at time of bid. Modification to a bid, once submitted, will not be permitted. Simply stated, if any item, feature, option, etc. is not stated in writing in bidder's proposal, it will not be considered. Bidders are cautioned that verbal or written modifications to already opened bids are neither valid, or considered ethical, nor the comparison and selection of bid award will proceed only from what is stated in bidder's written proposal.
- C. Purchaser reserves the right to reject any or all bids, and to determine the proposal deemed in the best interest of purchaser from among those properly submitted, in accordance with these specifications and the laws of this State. Lowest bid, while a major consideration, will not govern the purchase wholly. Bid award will be made from considerations such as quality, conformance

with these specifications, and completeness of proposal.

- D. By signing this bid, the bidder has agreed to all terms and conditions of this specification, except as noted separately.

PROPOSAL COMPLETION PROCESS:

Bidder Complies YES___ NO___

Various areas in the following specifications require a response from the bidder. In order to aid in the evaluation process all responses must be consistent and, most importantly, legible. Therefore, the areas that are to be completed by the bidder, along with any other materials that may be submitted by the bidder, must be typed. Bids that are submitted either with hand-written responses or with hand stamped responses shall be automatically rejected as being non-compliant.

QUOTATION:

The overall quotation shall include a firm price for a monitor/defibrillator meeting these specifications. The length of time that the price will be held shall be clearly stated in the quotation. The quotation shall include a specific delivery window based on the number of calendar days following the award of the contract. The model and version of the cardiac monitor/defibrillator shall be clearly stated in the quote.

WARRANTY AND PREVENTATIVE MAINTENANCE PLAN:

The proposal shall include all warranties that are required in the following detailed specification. All warranties must have specific time durations and shall define warranties on specific components below. In the blank lines, the bidder shall note the terms of the warranties that apply to the manufacturer being proposed.

MANUFACTURER OR VENDOR WARRANTY:

Proposed term: _____year(s)

Bidder Complies YES___ NO___

SERVICE REPAIR CONTRACT:

Proposed term: _____year(s)

Bidder Complies YES___ NO___

ANNUAL PREVENTATIVE MAINTENANCE PLAN:

Proposed term: _____year(s)

Bidder Complies YES___ NO___

NO COST TO THE BIDDEFORD FIRE DEPARTMENT FOR LOANER SHIPPED NEXT DAY IF REQUIRED:

Bidder Complies YES___ NO___

BID COMPLETION REQUIREMENTS:

1. All proposals shall be submitted to:

Biddeford Fire Department
ATTN: Chief Scott Gagne - Cardiac Monitor/Defibrillator and Equipment
Address: 152 Alfred Street
City Biddeford Maine 04005

2. Proposals must be submitted by: September 22, 2020 at 11:00 AM EST
All proposals shall be submitted in a sealed envelope/packaging with the following information marked on the outside of the envelope/packaging: **BID FOR NEW CARDIAC MONITOR/DEFIBRILLATOR AND EQUIPMENT**
3. Three (3) copies of the proposal shall be submitted.

INFORMATION TO BE SUBMITTED WITH PROPOSAL:

Bidder Complies YES___ NO___

The information requested within this bid must be furnished in full. Any bidder not completing this proposal or not furnishing any required information will not be considered. If a substitution is being proposed, then the bidder must note the section to which the alternative is being proposed and provide a narrative explaining that fact along with technical data supporting the fact that the substitute is equal to or better than the item as specified.

SPECIFICATIONS:

General Specifications:

Bidder Complies YES___ NO___

- The contractor/vendor shall provide the overall dimensions and weight, inclusive of all peripherals, defibrillator cables, battery(s) and supplied option accessories in protective carrying case of the proposed unit.
- The Monitor/Defibrillator shall include a protective case with a minimal dual storage pocket for all cables.
- The contractor/vendor shall provide the dimensions of the monitor screen; diagonal screen measurement and total square inches.
- Any cost for accessories or parts required for pulse oximetry shall be detailed in the proposal.
- The Monitor/Defibrillator shall include a minimum of two (2) spare rolls of printer paper.
- The Contractor/vendor is encouraged to submit any information regarding features and/or benefits that their recorder provides.
- The Contractor/vendor shall submit all specifications of the proposed pacer equipment and data validating the accuracy of the proposed pacer feature.
- The Contractor/vendor is encouraged to submit any information regarding features and/or benefits their pacer provides.
- The Contractor/vendor shall submit all specifications of the proposed capnography equipment and any data validating the accuracy of the proposed capnography feature
- The Contractor/vendor is encouraged to submit any information regarding features and/or benefits that their capnography provides.
- Any cost for accessories or parts required for capnography shall be detailed in the proposal.

- The Contractor/vendor shall submit all specifications of the proposed non-invasive blood pressure equipment and any data validating the accuracy of the proposed NIBP feature.
- The Contractor/vendor is encouraged to submit any information regarding features and/or benefits that their NIBP provides.
- Any cost for accessories or parts required for NIBP shall be detailed in the proposal.

Minimum Specifications:

Bidder Complies YES___ NO___

- Biphasic defibrillation via hands-free multi-function pads with adult and pediatric capability.
- Biphasic output maximum of 360 joules
- AED Mode: for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.
- Manual Mode: for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, ECG and vital sign monitoring
- Accessibility to stored patient information
- Acquire, record and interpret 12-Lead ECGs
- Transfer data by wireless connection
- Trending capability
- 12-Lead capability with interpretive algorithm
- Power adapter
- SPO2 monitoring
- SPCO monitoring
- NIBP monitoring
- ETCO2 monitoring
- Monitor carry case with right and left pouches, shoulder strap, top pouch and back pouch
- Wireless modem (include necessary plan information)
- Necessary therapy cables, extension cables, hoses and cuffs
- Lithium Ion battery(s)

EXCEPTIONS TO SPECIFICATIONS:

Exceptions to these specifications shall be noted below. All exceptions taken shall be recorded per the guidelines defined above. Each exception shall be noted by item header. If additional space is required for exceptions, then the bidder shall use additional paper as necessary, however the same format shall be used.

1. Header:

Exception:

2. Header:

Exception:

3. Header:

Exception:

4. Header:

Exception:

5. Header:

Exception:

• **PROPOSAL FORM:**

Cardiac Monitor/Defibrillator and Equipment

Closing Date: September 22, 2020 11:00 AM EST

NO proposals received after the closing date and time will be accepted. All proposals must be marked on the outside of the envelope/packaging per instructions listed herein. Any failure to mark such on the outside of the sealed envelope/packaging may result in the request for bid not be considered. Along with quotes, please fill out the form below to include a total price for all items.

	Item	QTY	Unit Price	Total
1	Cardiac Monitor/Defibrillator			
2	Warranty			
3	Annual preventative maintenance plan			
4	Service Contract			
5	Shipping			
			Total Price:	



**CITY OF BIDDEFORD
FIRE DEPARTMENT**

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Paul R. LaBrecque
Deputy Chief Kevin D. Duross

Bid Opening for Stair Chair

Bids were opened on September 22, 2020 at 11:45 am in the Conference Room.

Present from Biddeford Fire Department: Chief Scott Gagne, Assistant Chief Paul LaBrecque, Deputy Chief Kevin Duross, Office Manager Kathy Boyden.

Stryker	\$3,944.40
Redmond, WA	

**City of Biddeford Fire Department
152 Alfred St
Biddeford, ME 04005-2589
Specifications for One (1) New
Stair Chair**

INVITATION TO BID:

The Biddeford Fire Department is seeking sealed bids for the furnishing of one (1) new, Stair Chair. Bids for the specified unit, equipment and accessories shall be submitted to Biddeford Fire Department before 11:45AM EST, September 22, 2020 at which time they will be publicly opened and read.

Bids shall be submitted in sealed envelopes marked "Bid for a Stair Chair". Date and time of bid opening MUST appear on the outside of the envelope as well as the name, address and telephone number of the bidder.

It shall be understood that the Fire Chief reserves the right to reject any or all bids, or accept the proposal, which the Chief deems to be in the best interest of the Biddeford Fire Department. In the event of any doubt or difference of opinions as to the items to be furnished herein, the decision of the Chief shall be final and binding on both parties. All agreements and changes shall be in writing.

The Fire Chief has the right to reject any bid submitted by a dealer or manufacturer who cannot demonstrate a similar completed current model equivalent to or exceeding the specifications to that which is being requested in this bid. Each bidder must submit a reference list, with their bid, stating the names, addresses, telephone number, and contact person of at least six communities where similar stretchers/cots have been sold.

INTENT OF SPECIFICATIONS:

It shall be the intent of these specifications to describe and provide complete requirements for a Stair Chair as detailed within. Each proposal response shall be in the same sequence as these specifications to allow the reviewers to easily compare proposals. An exception to the specifications may be granted if they are equal to or superior to that specified, provided they are listed and fully explained in the "Exceptions to Specifications" section or on another sheet if the space is needed.

Before awarding the bid, the Fire Chief reserves the right to require the bidder to submit such evidence of their qualifications as may be deemed necessary. The following documentation may be required: financial stability, technical expertise, experience, and other qualifications and abilities of the bidder, including past performance with the purchaser, in making the award in the best interest of the Biddeford Fire Department and in the interest of public safety

CONTRACT:

These specifications shall become a part of the final contract. There is no intention to disqualify any bidder who meets the minimum requirements of these specifications. It should be noted that this specification is written to address specific needs of the purchaser. As such, price will not be the primary consideration in the final bid award. Purchase will be made from the vendor whose product exhibits and meets all established requirements, at the most competitive price and that best fits the needs of the Biddeford Fire Department.

The Chief and/or his designee shall evaluate bids. The evaluation will be based on the following minimum criteria:

- Commitment to the conditions specified herein, particularly to the sections, which apply to bidder qualifications and Full Time, In-House service capabilities.
- Documentation and verification of a professionally staffed, factory trained, repair and service shop as described in this package.
- Qualifications, reputation and history of the bidder
- Completeness of the proposal and the degree to which the bidder responds to the requirements and requests for information by the purchaser.
- Commitment for expedient delivery.

No bid may be withdrawn within sixty (60) days subsequent to the opening thereof without permission of the Chief.

The Fire Chief reserves the right to reject any or all bids, waive any informalities in the bidding, or accept the bid, which is deemed to be in the best interest of the department.

GENERAL:

The specification herein states the minimum requirements of the Biddeford Fire Department. All proposals must be regular in every respect. Unauthorized conditions, limitation, or provisions shall be cause for rejection. The Biddeford Fire Department will consider as irregular or non-responsive all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the Biddeford Fire Department to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. Failure to offer a completed proposal or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as non-responsive. All variances, exceptions and/or deviations shall be fully described in the exceptions section of the proposal. Deceit in responding to the specification will be cause for rejection.

BIDDING PRACTICES:

- A. Bids must be held firm for a period of not less than 60 days to permit examination and comparison, unless otherwise specified.
- B. No bid may be withdrawn, modified or otherwise changed once the bids have been opened. It will be assumed that each bidder has thoroughly and completely familiarized themselves with these specifications at time of bid. Modification to a bid, once submitted, will not be permitted. Simply stated, if any item, feature, option, etc. is not stated in writing in bidder's proposal, it will not be considered. Bidders are cautioned that verbal or written modifications to already opened bids are neither valid, or considered ethical, nor the comparison and selection of bid award will proceed only from what is stated in bidder's written proposal.
- C. Purchaser reserves the right to reject any or all bids, and to determine the proposal deemed in the best interest of purchaser from among those properly submitted, in accordance with these specifications and the laws of this State. Lowest bid, while a major consideration, will not govern the purchase wholly. Bid award will be made from considerations such as quality, conformance with these specifications, and completeness of proposal.

- D. By signing this bid, the bidder has agreed to all terms and conditions of this specification, except as noted separately.

PROPOSAL COMPLETION PROCESS:

Bidder Complies YES___ NO___

Various areas in the following specifications require a response from the bidder. In order to aid in the evaluation process all responses must be consistent and, most importantly, legible. Therefore, the areas that are to be completed by the bidder, along with any other materials that may be submitted by the bidder, must be typed. Bids that are submitted either with hand-written responses or with hand stamped responses shall be automatically rejected as being non-compliant.

QUOTATION:

The overall quotation shall include a firm price for a stair chair meeting these specifications. The length of time that the price will be held shall be clearly stated in the quotation. The quotation shall include a specific delivery window based on the number of calendar days following the award of the contract. The model and version of the stair chair shall be clearly stated in the quote.

WARRANTY AND PREVENTATIVE MAINTENANCE PLAN:

The proposal shall include all warranties that are required in the following detailed specification. All warranties must have specific time durations and shall define warranties on specific components below. In the blank lines, the bidder shall note the terms of the warranties that apply to the manufacturer being proposed.

MANUFACTURER OR VENDOR WARRANTY:

Bidder Complies YES___ NO___

Description of warranty: _____

Proposed term: _____year(s)

SERVICE REPAIR CONTRACT:

Bidder Complies YES___ NO___

Proposed term: _____year(s)

ANNUAL PREVENTATIVE MAINTENANCE PLAN:

Bidder Complies YES___ NO___

Proposed term: _____year(s)

NO COST TO THE BIDDEFORD FIRE DEPARTMENT FOR LOANER SHIPPED NEXT DAY IF REQUIRED:

Bidder Complies YES___ NO___

BJD COMPLETION REQUIREMENTS:

1. All proposals shall be submitted to:

Biddeford Fire Department
ATTN: Chief Scott Gagne - Stair Chair
Address: 152 Alfred Street
City Biddeford Maine 04005

2. Proposals must be submitted by: September 22, 2020 at 11:45 AM EST
All proposals shall be submitted in a sealed envelope/package with the following information marked on the outside of the envelope/package: **BID FOR NEW STAIR CHAIR**
3. Three (3) copies of the proposal shall be submitted.

INFORMATION TO BE SUBMITTED WITH PROPOSAL:

Bidder Complies YES___ NO___

The information requested within this bid must be furnished in full. Any bidder not completing this proposal or not furnishing any required information will not be considered. If a substitution is being proposed, then the bidder must note the section to which the alternative is being proposed and provide a narrative explaining that fact along with technical data supporting the fact that the substitute is equal to or better than the item as specified.

SPECIFICATIONS:

General Specifications:

Bidder Complies YES___ NO___

- The unit shall have color-coded controls
- The unit shall have a minimum two (2) year warranty on all parts, and vendor shall supply copy of warranty statement.
- The unit shall have extendable foot end lift handles
- The unit shall have dual wheel locks
- The unit shall have a footrest option
- The unit shall be power washable
- The unit shall have a compact storage size
- The unit shall have an extendable upper control handle
- The unit shall have a stair tread system

EXCEPTIONS TO SPECIFICATIONS:

Exceptions to these specifications shall be noted below. All exceptions taken shall be recorded per the guidelines defined above. Item header shall note each exception. If additional space is required for exceptions, then the bidder shall use additional paper as necessary, however the same format shall be used.

1. Header: _____

Exception: _____

2. Header: _____

Exception: _____

3. Header: _____

Exception: _____

4. Header: _____

Exception: _____

5. Header: _____

Exception: _____

PROPOŠAL FORM:**Stair Chair****Closing Date: September 22, 2020 11:45 AM EST**

NO proposals received after the closing date and time will be accepted. All proposals must be marked on the outside of the envelope/packaging per instructions listed herein. Any failure to mark such on the outside of the sealed envelope/packaging may result in the request for bid not be considered. Along with quotes, please fill out the form below to include a total price for all items.

	Item	QTY	Unit Price	Total
1	Stair Chair			
2	Warranty			
3	Annual preventative maintenance plan			
4	Service Contract			
5	Shipping			
			Total Price:	



**CITY OF BIDDEFORD
FIRE DEPARTMENT**

152 Alfred Street
Biddeford, Maine 04005
Tel: 207-282-6632
Fax: 207-283-8243

Chief Scott R. Gagne
Assistant Chief Paul R. LaBrecque
Deputy Chief Kevin D. Duross

Bid Opening for Powered Ambulance Stretcher & Cot

Bids were opened on September 22, 2020 at 11:30 am in the Conference Room.

Present from Biddeford Fire Department: Chief Scott Gagne, Assistant Chief Paul LaBrecque, Deputy Chief Kevin Duross, Office Manager Kathy Boyden.

Ferno **\$23,261.23**

Wilmington, OH

Stryker **\$24,064.52**

Redmond, WA

**City of Biddeford Fire Department
152 Alfred St
Biddeford, ME 04005-2589
Specifications for One (1) New
Powered Ambulance Stretcher/Cot**

INVITATION TO BID:

The Biddeford Fire Department is seeking sealed bids for the furnishing of one (1) new, Powered Ambulance Stretcher/Cot. Bids for the specified unit, equipment and accessories shall be submitted to Biddeford Fire Department before 11:30AM EST, September 22, 2020 at which time they will be publicly opened and read.

Bids shall be submitted in sealed envelopes marked "Bid for a Powered Ambulance Stretcher/Cot". Date and time of bid opening MUST appear on the outside of the envelope as well as the name, address and telephone number of the bidder.

It shall be understood that the Fire Chief reserves the right to reject any or all bids, or accept the proposal, which the Chief deems to be in the best interest of the Biddeford Fire Department. In the event of any doubt or difference of opinions as to the items to be furnished herein, the decision of the Chief shall be final and binding on both parties. All agreements and changes shall be in writing.

The Fire Chief has the right to reject any bid submitted by a dealer or manufacturer who cannot demonstrate a similar completed current model equivalent to or exceeding the specifications to that which is being requested in this bid. Each bidder must submit a reference list, with their bid, stating the names, addresses, telephone number, and contact person of at least six communities where similar stretchers/cots have been sold.

INTENT OF SPECIFICATIONS:

It shall be the intent of these specifications to describe and provide complete requirements for a Powered Ambulance Stretcher/Cot as detailed within. Each proposal response shall be in the same sequence as these specifications to allow the reviewers to easily compare proposals. An exception to the specifications may be granted if they are equal to or superior to that specified, provided they are listed and fully explained in the "Exceptions to Specifications" section or on another sheet if the space is needed.

Before awarding the bid, the Fire Chief reserves the right to require the bidder to submit such evidence of their qualifications as may be deemed necessary. The following documentation may be required: financial stability, technical expertise, experience, and other qualifications and abilities of the bidder, including past performance with the purchaser, in making the award in the best interest of the Biddeford Fire Department and in the interest of public safety

CONTRACT:

These specifications shall become a part of the final contract. There is no intention to disqualify any bidder who meets the minimum requirements of these specifications. It should be noted that this specification is written to address specific needs of the purchaser. As such, price will not be the primary consideration in the final bid award. Purchase will be made from the vendor whose product exhibits and meets all established requirements, at the most competitive price and that best fits the needs of the Biddeford

Fire Department.

The Chief and/or his designee shall evaluate bids. The evaluation will be based on the following minimum criteria:

- Commitment to the conditions specified herein, particularly to the sections, which apply to bidder qualifications and Full Time, In-House service capabilities.
- Documentation and verification of a professionally staffed, factory trained, repair and service shop as described in this package.
- Qualifications, reputation and history of the bidder
- Completeness of the proposal and the degree to which the bidder responds to the requirements and requests for information by the purchaser.
- Commitment for expedient delivery.

No bid may be withdrawn within sixty (60) days subsequent to the opening thereof without permission of the Chief.

The Fire Chief reserves the right to reject any or all bids, waive any informalities in the bidding, or accept the bid, which is deemed to be in the best interest of the department.

GENERAL:

The specification herein states the minimum requirements of the Biddeford Fire Department. All proposals must be regular in every respect. Unauthorized conditions, limitation, or provisions shall be cause for rejection. The Biddeford Fire Department will consider as irregular or non-responsive all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the Biddeford Fire Department to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. Failure to offer a completed proposal or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as non-responsive. All variances, exceptions and/or deviations shall be fully described in the exceptions section of the proposal. Deceit in responding to the specification will be cause for rejection.

BIDDING PRACTICES:

- A. Bids must be held firm for a period of not less than 60 days to permit examination and comparison, unless otherwise specified.
- B. No bid may be withdrawn, modified or otherwise changed once the bids have been opened. It will be assumed that each bidder has thoroughly and completely familiarized themselves with these specifications at time of bid. Modification to a bid, once submitted, will not be permitted. Simply stated, if any item, feature, option, etc. is not stated in writing in bidder's proposal, it will not be considered. Bidders are cautioned that verbal or written modifications to already opened bids are neither valid, or considered ethical, nor the comparison and selection of bid award will proceed only from what is stated in bidder's written proposal.
- C. Purchaser reserves the right to reject any or all bids, and to determine the proposal deemed in the best interest of purchaser from among those properly submitted, in accordance with these specifications and the laws of this State. Lowest bid, while a major consideration, will not govern the purchase wholly. Bid award will be made from considerations such as quality, conformance

- with these specifications, and completeness of proposal.

D. By signing this bid, the bidder has agreed to all terms and conditions of this specification, except as noted separately.

PROPOSAL COMPLETION PROCESS:

Bidder Complies YES___ NO___

Various areas in the following specifications require a response from the bidder. In order to aid in the evaluation process all responses must be consistent and, most importantly, legible. Therefore, the areas that are to be completed by the bidder, along with any other materials that may be submitted by the bidder, must be typed. Bids that are submitted either with hand-written responses or with hand stamped responses shall be automatically rejected as being non-compliant.

QUOTATION:

The overall quotation shall include a firm price for a Powered ambulance stretcher/cot meeting these specifications. The length of time that the price will be held shall be clearly stated in the quotation. The quotation shall include a specific delivery window based on the number of calendar days following the award of the contract. The model and version of the powered ambulance stretcher/cot shall be clearly stated in the quote.

WARRANTY AND PREVENTATIVE MAINTENANCE PLAN:

The proposal shall include all warranties that are required in the following detailed specification. All warranties must have specific time durations and shall define warranties on specific components below. In the blank lines, the bidder shall note the terms of the warranties that apply to the manufacturer being proposed.

MANUFACTURER OR VENDOR WARRANTY:

Bidder Complies YES___ NO___

Description of warranty: _____

Proposed term: _____year(s)

Description of warranty: _____

Proposed term: _____year(s)

SERVICE REPAIR CONTRACT:

Bidder Complies YES___ NO___

Proposed term: _____year(s)

ANNUAL PREVENTATIVE MAINTENANCE PLAN:

Bidder Complies YES___ NO___

Proposed term: _____year(s)

NO COST TO THE BIDDEFORD FIRE DEPARTMENT FOR LOANER SHIPPED NEXT DAY IF REQUIRED:

Bidder Complies YES___ NO___

BID COMPLETION REQUIREMENTS:

1. All proposals shall be submitted to:

Biddeford Fire Department
ATTN: Chief Scott Gagne - Powered Ambulance Stretcher/Cot
Address: 152 Alfred Street
City Biddeford Maine 04005

2. Proposals must be submitted by: September 22, 2020 at 11:30 AM EST
All proposals shall be submitted in a sealed envelope/packaging with the following information marked on the outside of the envelope/packaging: **BID FOR NEW POWERED AMBULANCE STRETCHER/COT**
3. Three (3) copies of the proposal shall be submitted.

INFORMATION TO BE SUBMITTED WITH PROPOSAL:

Bidder Complies YES___ NO___

The information requested within this bid must be furnished in full. Any bidder not completing this proposal or not furnishing any required information will not be considered. If a substitution is being proposed, then the bidder must note the section to which the alternative is being proposed and provide a narrative explaining that fact along with technical data supporting the fact that the substitute is equal to or better than the item as specified.

SPECIFICATIONS:

General Specifications:

Bidder Complies YES___ NO___

- Each unit shall be a hydraulic powered lift/loading stretcher with the ability to load into the ambulance with little to no lifting.
- Each unit shall have a minimum two (2) year warranty on all parts, and vendor shall supply copy of warranty statement.
- Each unit shall be equipped with a 3-stage IV pole.
- The unit is preferred to have a lifting capacity of seven hundred (700) pounds.
- The unit shall have an adjustable side rail to accommodate wider patients.
- The unit shall have compatibility with a powered loading system.
- The unit shall have a retractable head section.
- The unit shall have an adjustable head-end from supine to fowlers.
- The unit shall have a knee-gatch option
- The unit shall have a steer-lock option
- The unit shall be able to hold an oxygen cylinder
- The unit shall have pockets/pouches for storage
- The unit shall have an equipment hook.

EXCEPTIONS TO SPECIFICATIONS:

Exceptions to these specifications shall be noted below. All exceptions taken shall be recorded per the guidelines defined above. Item header shall note each exception. If additional space is required for exceptions, then the bidder shall use additional paper as necessary, however the same format shall be used.

1. Header: _____

Exception: _____

2. Header: _____

Exception: _____

3. Header: _____

Exception: _____

4. Header: _____

Exception: _____

5. Header: _____

Exception: _____

PROPOSAL FORM:

Powered Ambulance Stretcher/Cot

Closing Date: September 22, 2020 11:30 AM EST

NO proposals received after the closing date and time will be accepted. All proposals must be marked on the outside of the envelope/packaging per instructions listed herein. Any failure to mark such on the outside of the sealed envelope/packaging may result in the request for bid not be considered. Along with quotes, please fill out the form below to include a total price for all items.

	Item	QTY	Unit Price	Total
1	Powered Ambulance Stretcher/Cot			
2	Warranty			
3	Annual preventative maintenance plan			
4	Service Contract			
5	Shipping			
			Total Price:	

Gagne, Scott

From: Duross, Kevin
Sent: Tuesday, September 22, 2020 12:35 PM
To: Gagne, Scott
Subject: Stryker Info

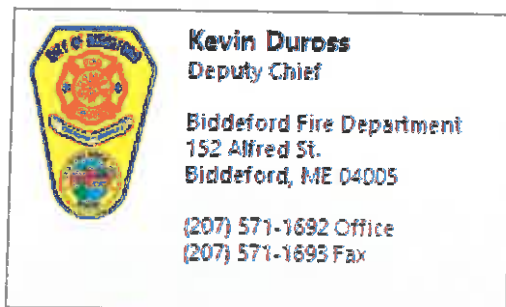
Hi Scott,

The Power Pro cot is 5 years of service. The cot comes with a 2 year warranty so this gives us 7 years of full coverage on the cot. This is the same for the stair chair according to our Stryker rep.

As far as a trade in, he can give us \$2500 toward a new cot with a trade.

Hope this helps.

Kevin





City Council

Meeting Date: October 6, 2020

Meeting Time: 6:00 P.M.

Agenda Item No: [match agenda item #]

Item Description: St. Louis Field II Backstop Options

Submitted by: Carl Walsh, Recreation Director

Supporting Information/Documentation:

See attached quotes from Sportsfields Specialties.

Key Terms:

Request for Proposed Solution (RFPS)

Executive Summary:

The Recreation Department has been dealing with backstop issues around St. Louis Field for 20 plus years. Concerns over balls leaving the field, potentially causing damage to vehicles and the neighbor's property have been consistent. With the increased traffic over the years especially on West and Hill Streets these concerns have only become greater. For the past four years we have either gone out to bid for solutions or worked directly with a vendor in obtaining quotes to mitigate these issues. Below are the results since 2017.

- 2017 RFPS for Field I sent out: No bidders.
- 2018 RFPS for Field I sent out: One bidder. Not approved.
- 2019 RFPS for Fields I & II sent out: One bidder. Council asked to include stadium style seating for field I. Funding provided for an architect to look at the complex.
- 2019 RFP went out for architectural work. Firm was approved and has been refining their work around the seating after providing an option to council for consideration.
- 2020 Council directed recreation department to provide cost for field II backstop and netting.

Detailed Review:

The athletic complex is located at St. Louis Field (284 Hill Street). Proposed work to be done includes replacing the backstop on Field II and adding netting along a portion of West and Prospect Streets.

The issue is foul balls leaving the field, increasing the chance of damaging adjacent properties, including homes and vehicles along with vehicles and pedestrians moving along both Prospect and West Streets.

Quotes of the three options provided and photos of poles with and without canopies are included in this package.

This item is expected to be reviewed by both Finance Committee and City Council on October 6th.

Quotes include the following;

- | | |
|---------------------------------------|------------|
| 1. Option I: 40' Poles | 99,995.00 |
| 2. Option II: 40' Poles with a canopy | 105,260.00 |
| 3. Option III: 50' Poles | 132,760.00 |

Funding Source:

Funding for this project would come from account number 22002-60912 St Louis Field Improvements.

Staff Recommendation:

The Recreation Commission and Staff recommends moving forward with replacing the backstop and adding safety netting for field II.

As for the options provided the Recreation Commission and staff are Neutral.



Bill-to Address:
City of Biddeford
 Accounts Payable
 Biddeford ME 04005
 USA

SALES QUOTATION

Document Number	Document Date	Page
43450	09/02/20	1/3

Customer No.
C04828

Customer Reference No.
St. Louis Field #2 - 40'H Option w/ Canopy

Sales Contact
Daniel Devantier
 Direct: 607-746-1440
 Cell: 607-437-7301
 ddevantier@sportsfield.com

Ship-to Address:
St. Louis Field
 284 Hill Street
 Biddeford ME 04005
 USA

Item	Quantity	UoM	Price	Total
TNPPUC	1	Each	42,000.00	42,000.00

Custom Pole to Pole Tension Netting System, Includes Powder Coated Black Steel Poles with Welded Tabs, Cabling, Hardware Per Drawings and Specifications and Black Ultra Cross Knotless Dyneema® Netting with 1-3/4" Square Mesh and a Rope Bound Perimeter

Remarks: Field #2 Baseball Backstop: 40'H x 130'L With Canopy; Includes 40'H x 90'L Extension Down 1st Baseline. Includes 3'H Coated Black Chain Link Fencing With A Top & Bottom Rail.

Backstop Includes (2) 45'L & (2) 40'L Poles, Each With A 5' Embedment, 12.750" Outside Diameter, Extension Includes (2) 45'L Poles, Each With a 5' Embedment 10.750" Outside Diameter. Included Professional Engineered Stamped Foundation Designs - Price Is Contingent Upon Stampability of System, And Any Changes In Required Pole Size Needed To Achieve Desired Height With Stamp Will Be Evaluated Via Change Order.

PESTNPP	1	Each	1,625.00	1,625.00
----------------	----------	-------------	-----------------	-----------------

Stamped and Sealed Drawings and Calculations by a Licensed Professional Engineer for Pole to Pole Tension Style Ground Sleeve Insert or Direct Pole Embedment Ball Safety Netting Systems, Structural Design Details for Pole and Concrete Anchoring Foundation, Based on Local Building Codes and Soil Conditions, Customer to Provide Required Soils Report Information

INSTALL	1	Each	60,000.00	60,000.00
----------------	----------	-------------	------------------	------------------

Installation service(s) per remarks.

Remarks: Installation Consists of (6) 10.750" O.D. Poles, Hardware, & Netting.

Includes Setting Foundations, Assembly, and Installation of 3'H Black Chain Link Fence with Top and Bottom Rail.

- One Mobilization, Netting Will Be Shipped With Poles And Sleeves
- Appropriate Soil Conditions. No Allowance For Rock Drilling or Shoring
- Utility Lines, Public and Private, Must Be Marked By End User Prior To Work Beginning
- Excavation Areas Are Clearly Accessible With Drill Rig
- Spoil Dirt Can Be Dumped On Site

Please be aware that due to our limited storage capacity, we do not have much flexibility to extend ship dates for certain products. Please let us know immediately if you need to adjust your shipment date.

Carry Over: **103,625.00**

Printed By: devantie

Printed On:
 9/10/2020 12:33:47PM

Remit To:
 PO Box 231
 Delhi, NY 13753

Billing Questions:
 Phone: 607-746-8911
 Email: Billing@Sportsfield.com

Document Number
43450

Document Date
09/02/20

Page
2/3

Carry Over: **103,625.00**

Item	Quantity	UoM	Price	Total
------	----------	-----	-------	-------

DISCLAIMER: Sportsfield Specialties, Inc. protective netting systems are designed and intended as a complete netting system. In the event your facility replaces an existing system, relies on existing structural elements, or purchases an extension to an existing protective netting system, Sportsfield Specialties, Inc. does not make any representations or warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system. Owner's decision to proceed with an extension in lieu of a complete new netting system will be at Owner's sole risk and without liability to Sportsfield Specialties, Inc. and Owner shall indemnify and hold harmless Sportsfield Specialties, Inc. from all claims, damages, losses and expenses arising out of or resulting therefrom.

- Systems utilizing Dyneema rope should be expected to sag/stretch after initial installation. SSI strongly recommends that the client prepare for a re-tensioning trip in the weeks/months after initial installation, but this has been excluded from our proposal unless directed otherwise.
- Proposal assumes connection locations will be identified prior to Installer arriving on-site.
- Assumes all cable connections shown are feasible per design using typical termination practices including welded tabs, thimbles and fist grips.
- Sportsfield Specialties cannot be held liable if concrete cracks while installing eyelets or poles at the concrete wall or dugout.
- Final tension and deflection in the netting shall be determined, accepted and maintained by the Owner.
- Verification of loads on any existing structural elements shall be by others.
- If foundations are required, public and private utilities must be marked by end user prior to our arrival. Sportsfield Specialties cannot be held liable for any damages resulting from unmarked utilities.
- Proposal assumes appropriate digging conditions and does not include shoring or rock drilling.
- End user to designate on site location for dumping spoils.
- Pricing does not include tax.
- Proposal assumes equipment (lifts, utility vehicles, etc.) can access warning track and/or construction area without field protection.
- Excludes permits, bonds, inspections and any associated costs.
- The costs associated with union/prevaling wages are not included unless otherwise stated. Any prevailing wage schedules or certified payroll requirements must be explicitly outlined prior to bid and/or contract execution to ensure wage compliance.
- Includes equipment rental as required.
- The installation of athletic equipment includes an estimated number of mobilizations to ensure favorable cost management and utilizes the most efficient scheduling practices. Therefore, it is the responsibility of the Contractor or Owner's Representative to mitigate unsuccessful mobilizations. If additional mobilizations are necessary, there will be an additional charge subject to travel time, mileage, lodging and other associated expenses.
- At the completion of the project, Sportsfield Specialties and/or the Installer will schedule a walk-through with the Contractor/Owner's Representative to address any issues/concerns before leaving the job site. If the Contractor/Owner's Representative is not available for a walk-through, or non-warranty issues are discovered after the Installer leaves the job site, additional remobilization charges to address the punch list may apply.

DISCLAIMER: Due to the ongoing increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in sixty (60) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc. reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in sixty (60) days.

Payment Term	Prepaid	Quotation Subtotal:	\$ 103,625.00
Freight	Shipping Type:	Freight:	\$1,635.00
Description	Amount	Tax:	\$0.00
Freight(D4) Flatbd	1,485.00	Total Amount:	\$ 105,260.00
Freight(D4) NC	150.00		

Quotation Valid Until: 10/02/20

Quote Created By: Lauren Iwanow

Printed By: devantie

Printed On:
9/10/2020 12:33:47PM

Remit To:
PO Box 231
Delhi, NY 13753

Billing Questions:
Phone: 607-746-8911
Email: Billing@Sportsfield.com

Document Number

43450

Document Date

09/02/20

Page

3/3

1. Customer is responsible for material take-off, quantities and specification compliance and/or equivalency of quoted products.
2. All prices listed are in US Dollars
3. Delivery is 2-8 Weeks after receipt of purchase order, credit approval, and acceptance of color, material(s) and design.
4. All freight is FOB Origin. **Freight rates are estimates provided at the time of quotation and the actual freight charges may be adjusted and will be invoiced at the time of product shipment.** The actual freight rates may differ from the estimates as a result of variable factors, such as the change in product quantity and/or material order, state of the national economy, fuel costs, capacity and/or rate levels at the time of shipment. Split orders will require additional freight charges. Freight quoted does not include additional equipment to unload or unloading services, assembly or installation.
5. Applicable State and Local Sales Tax will be added to the final invoice unless a tax exempt or Resale Certificate is provided prior to order shipment.
6. Wire transfers, prepayment by check and established credit terms are accepted payment methods. Accepted credit cards are VISA, Mastercard and American Express.
7. Pricing assumes any electrical connections and wiring are supplied by others unless otherwise indicated.
8. Customer is responsible for approval and associated cost of any applicable local and state codes.
9. Due to the ongoing increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in sixty (60) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc. reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in sixty (60) days.

Printed By: devantie

Printed On:
9/10/2020 12:33:47PM

Remit To:
PO Box 231
Delhi, NY 13753

Billing Questions:
Phone: 607-746-8911
Email: Billing@Sportsfield.com



Excellence from Design to Installation

Bill-to Address:
City of Biddeford
 Accounts Payable
 Biddeford ME 04005
 USA

SALES QUOTATION

Document Number	Document Date	Page
42778	08/11/20	1/3

Customer No.
C04828

Customer Reference No.
St. Louis Field #2 - 50'H Option

Sales Contact
Daniel Devantier
 Direct: 607-746-1440
 Cell: 607-437-7301
 ddevantier@sportsfield.com

Ship-to Address:
St. Louis Field
 284 Hill Street
 Biddeford ME 04005
 USA

Item	Quantity	UoM	Price	Total
TNPPUC	1	Each	60,750.00	60,750.00
Custom Pole to Pole Tension Netting System, Includes Powder Coated Black Steel Poles with Welded Tabs, Cabling, Hardware Per Drawings and Specifications and Black Ultra Cross Knotless Dyneema® Netting with 1-3/4" Square Mesh and a Rope Bound Perimeter				
Remarks: Field #2 Baseball Backstop: 50'H x 220'L, (6) 56'L Spliced Poles, Each With A 6' Embedment, 12.750" Outside Diameter, Includes 3'H Coated Black Chain Link Fencing With A Top & Bottom Rail. Included Professional Engineered Stamped Foundation Designs - Price Is Contingent Upon Stampability of System, And Any Changes In Required Pole Size Needed To Achieve Disired Height With Stamp Will Be Evaluated Via Change Order.				
PESTNPP	1	Each	1,625.00	1,625.00
Stamped and Sealed Drawings and Calculations by a Licensed Professional Engineer for Pole to Pole Tension Style Ground Sleeve Insert or Direct Pole Embedment Ball Safety Netting Systems, Structural Design Details for Pole and Concrete Anchoring Foundation, Based on Local Building Codes and Soil Conditions, Customer to Provide Required Soils Report Information				
INSTALL	1	Each	68,750.00	68,750.00
Installation service(s) per remarks.				
Remarks: Installation Consists of (6) 12.750" O.D. Poles, Hardware, & Netting.				
Includes Setting Foundations, Assembly, and Installation of 3'H Black Chain Link Fence with Top and Bottom Rail.				
- One Mobilization, Netting Will Be Shipped With Poles And Sleeves - Appropriate Soil Conditions. No Allowance For Rock Drilling or Shoring - Utility Lines, Public and Private, Must Be Marked By End User Prior To Work Beginning - Excavation Areas Are Clearly Accessible With Drill Rig - Spoil Dirt Can Be Dumped On Site				

Carry Over: **131,125.00**

Printed By: devantie
 Printed On:
 9/10/2020 12:24:25PM

Remit To:
 PO Box 231
 Delhi, NY 13753

Billing Questions:
 Phone: 607-746-8911
 Email: Billing@Sportsfield.com

Document Number
42778

Document Date
08/11/20

Page
2/3

Carry Over: **131,125.00**

Item	Quantity	UoM	Price	Total
------	----------	-----	-------	-------

DISCLAIMER: Sportsfield Specialties, Inc. protective netting systems are designed and intended as a complete netting system. In the event your facility replaces an existing system, relies on existing structural elements, or purchases an extension to an existing protective netting system, Sportsfield Specialties, Inc. does not make any representations or warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system. Owner's decision to proceed with an extension in lieu of a complete new netting system will be at Owner's sole risk and without liability to Sportsfield Specialties, Inc. and Owner shall indemnify and hold harmless Sportsfield Specialties, Inc. from all claims, damages, losses and expenses arising out of or resulting therefrom.

- Systems utilizing Dyneema rope should be expected to sag/stretch after initial installation. SSI strongly recommends that the client prepare for a re-tensioning trip in the weeks/months after initial installation, but this has been excluded from our proposal unless directed otherwise.
- Proposal assumes connection locations will be identified prior to Installer arriving on-site.
- Assumes all cable connections shown are feasible per design using typical termination practices including welded tabs, thimbles and fist grips.
- Sportsfield Specialties cannot be held liable if concrete cracks while installing eyelets or poles at the concrete wall or dugout.
- Final tension and deflection in the netting shall be determined, accepted and maintained by the Owner.
- Verification of loads on any existing structural elements shall be by others.
- If foundations are required, public and private utilities must be marked prior to our arrival. Sportsfield Specialties cannot be held liable for any damages resulting from unmarked utilities.
- Proposal assumes appropriate digging conditions and does not include shoring or rock drilling.
- Pricing does not include tax.
- Proposal assumes equipment (lifts, utility vehicles, etc.) can access warning track and/or construction area without field protection.
- Excludes permits, bonds, inspections and any associated costs.
- The costs associated with union/prevaling wages are not included unless otherwise stated. Any prevailing wage schedules or certified payroll requirements must be explicitly outlined prior to bid and/or contract execution to ensure wage compliance.
- Includes equipment rental as required.
- The installation of athletic equipment includes an estimated number of mobilizations to ensure favorable cost management and utilizes the most efficient scheduling practices. Therefore, it is the responsibility of the Contractor or Owner's Representative to mitigate unsuccessful mobilizations. If additional mobilizations are necessary, there will be an additional charge subject to travel time, mileage, lodging and other associated expenses.
- At the completion of the project, Sportsfield Specialties and/or the Installer will schedule a walk-through with the Contractor/Owner's Representative to address any issues/concerns before leaving the job site. If the Contractor/Owner's Representative is not available for a walk-through, or non-warranty issues are discovered after the Installer leaves the job site, additional remobilization charges to address the punch list may apply.

DISCLAIMER: Due to the ongoing increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in sixty (60) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc. reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in sixty (60) days.

Payment Term		Prepaid	Quotation Subtotal:	\$ 131,125.00
Freight		Shipping Type: Bestway	Freight:	\$1,635.00
Description		Amount	Tax:	\$0.00
Freight(D4) Flatbd		1,485.00	Total Amount:	
Freight(D4) NC		150.00	\$ 132,760.00	

Quotation Valid Until: 10/10/20

Quote Created By: Lauren Iwanow

Printed By: devantie

Printed On:
9/10/2020 12:24:25PM

Remit To:
PO Box 231
Delhi, NY 13753

Billing Questions:
Phone: 607-746-8911
Email: Billing@Sportsfield.com

Document Number
42778

Document Date
08/11/20

Page
3/3

1. Customer is responsible for material take-off, quantities and specification compliance and/or equivalency of quoted products.
2. All prices listed are in US Dollars
3. Delivery is 2-8 Weeks after receipt of purchase order, credit approval, and acceptance of color, material(s) and design.
4. All freight is FOB Origin. **Freight rates are estimates provided at the time of quotation and the actual freight charges may be adjusted and will be invoiced at the time of product shipment.** The actual freight rates may differ from the estimates as a result of variable factors, such as the change in product quantity and/or material order, state of the national economy, fuel costs, capacity and/or rate levels at the time of shipment. Split orders will require additional freight charges. Freight quoted does not include additional equipment to unload or unloading services, assembly or installation.
5. Applicable State and Local Sales Tax will be added to the final invoice unless a tax exempt or Resale Certificate is provided prior to order shipment.
6. Wire transfers, prepayment by check and established credit terms are accepted payment methods. Accepted credit cards are VISA, Mastercard and American Express.
7. Pricing assumes any electrical connections and wiring are supplied by others unless otherwise indicated.
8. Customer is responsible for approval and associated cost of any applicable local and state codes.
9. Due to the ongoing increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in sixty (60) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc. reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in sixty (60) days.

Printed By: devantie

Printed On:
9/10/2020 12:24:25 PM

Remit To:
PO Box 231
Delhi, NY 13753

Billing Questions:
Phone: 607-746-8911
Email: Billing@Sportsfield.com











City Council

Meeting Date: October 6, 2020
Meeting Time: 6:00 PM
Agenda Item No: Orders of Day
Item Description: Collection System Evaluation
Submitted by: Jeff Demers, Director Waste Water/Public Works
Alex Buechner, Waste Water Superintendent, Tom Milligan, PE; City Engineer

Supporting Information/Documentation:

9-29-2020 Agreement between City and Wright-Pierce proposal.

Executive Summary:

Conduct field investigations including SSES (Sewer System Evaluation Study) work for all CSO (Combined Sewer Overflow) locations and the modeling of the entire sewer collection system over the next two years to support an update to the City's CSO Master Plan.
Flow monitoring will continue throughout the collection system where needed.

Detailed Review:

City staff has asked Wright-Pierce to quote the following work: Field investigations including SSES work for all CSO districts and modeling of the entire sewer collection system over the next two years to support an update to the City's CSO Master Plan.

The effort included in this scope of services will allow the City to answer the following four questions:

1. What streets would have to be abated in each CSO district area to control a 1-year, 24- hour storm (2.62 inches). How much would this cost (with detailed cost estimates included for each abatement project identified)?
2. What additional streets, beyond those identified under item 1, would have to be abated in each CSO district area to control a 2-year, 24-hour storm (3.24 inches)? How much would this cost (with detailed cost estimates included for each abatement project identified)?
3. What additional streets, beyond those Identified under items 1 and 2, would have to be abated in each CSO district area to control a 5-year, 24-hour storm (4.26 inches)? How much would this cost (with detailed cost estimates included for each abatement project identified)?
4. Is there some combination of street separation and storage that achieves the three levels of control for a lower cost than full separation alone? Please include detailed cost estimates for each approach identified.

1. Funding Source:

The total amount not to exceed \$340,200 to be paid from Account CSO Fund 417 (31456-60300) with an estimated balance of \$840,500

Staff Recommendation:

Staff is recommending that we continue our CSO Master Plan going forward with Wright-Pierce. They have been a great partner in prior planning and have good understanding of our collection system overall, as they have been involved with us for the past 15+ years.

AGREEMENT BETWEEN
CITY OF BIDDEFORD
AND
WRIGHT-PIERCE
FOR
COLLECTION SYSTEM EVALUATION

TABLE OF CONTENTS

	Page No.
IDENTIFICATION OF THE PARTIES AND DESCRIPTION OF THE PROJECT	2
SECTION 1 - SCOPE OF SERVICES	2
SECTION 2 - COMPENSATION	4

EXHIBIT A – SCHEDULE OF TERMS AND CONDITIONS

Amendment No. 1	_____	dated	_____
Amendment No. 2	_____	dated	_____
Amendment No. 3	_____	dated	_____
Amendment No. 4	_____	dated	_____

AGREEMENT BETWEEN
CITY OF BIDDEFORD
AND
WRIGHT-PIERCE
FOR
COLLECTION SYSTEM EVALUATION

THIS IS AN AGREEMENT made as of _____, 2020 between CITY OF BIDDEFORD ("CLIENT") and Wright-Pierce ("ENGINEER"). CLIENT intends to engage the ENGINEER to provide the City with engineering services for the Infiltration/Inflow Analysis and Sewer System Evaluation to support an Update to the City's CSO Master Plan as required by the Maine DEP (the "Project").

CLIENT and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by CLIENT as set forth in Section 2 below. Execution of this Agreement by ENGINEER and CLIENT constitutes CLIENT's written authorization to ENGINEER to proceed on the date first above written with the Services described in Section 1 below. This Agreement will become effective on the date first above written.

SECTION 1 - SCOPE OF SERVICES

The CLIENT has requested the ENGINEER to develop a Scope of Services to address recent Maine DEP requirements to conduct field investigations including SSES work for all CSO districts, flow monitoring throughout the collection system, and modeling of the entire sewer collection system over the next two years to support an update to the City's CSO Master Plan. The effort included in this scope of services will allow the City to answer the following four questions:

1. What streets would have to be abated in each CSO district area to control a 1-year, 24-hour storm (2.62 inches)? How much would this cost (with detailed cost estimates included for each abatement project identified)?
2. What additional streets, above and beyond those identified under item 1, would have to be abated in each CSO district area to control a 2-year, 24-hour storm (3.24 inches)? How much would this cost (with detailed cost estimates included for each abatement project identified)?
3. What additional streets, above and beyond those identified under items 1 and 2, would have to be abated in each CSO district area to control a 5-year, 24-hour storm (4.26 inches)? How much would this cost (with detailed cost estimates included for each abatement project identified)?
4. Is there some combination of street separation and storage that achieves the three levels of control for a lower cost than full separation alone? Please include detailed cost estimates for each approach identified.

Based on the ENGINEER's understanding of the CLIENT's needs for the project, the ENGINEER proposes the Scope of Services:

I. Scope of Services

Task 1 – Smoke Testing

1. ENGINEER will perform approximately one month of smoke testing to cover approximately 300,000 linear feet of the CLIENT's collection system to identify direct inflow sources and to confirm the amount and location of combined catch basins. Prior to performing smoke testing, ENGINEER will notify residents and emergency response personnel of the pending smoke testing activities. The notification may include newspaper ads, announcements on public access television or CLIENT website, and doorknob hangers. ENGINEER will assist CLIENT in developing language for announcements on public access television and/or CLIENT website. ENGINEER will perform doorknob hanger notifications. ENGINEER will deploy a three-person crew to perform smoke testing using a gas-powered blower placed over centrally located manholes. Pressurized liquid smoke will then be released into the blower to fill the surrounding sewer system with non-toxic smoke vapor. ENGINEER will coordinate with police details with the City's police department. ENGINEER will subcontract with a traffic control subcontractor, as necessary.
2. ENGINEER will carry an allowance of \$20,000 for police details and/or traffic control required to perform the work.

Task 2 – Flow Metering

1. ENGINEER will work with the CLIENT's flow metering contractor and City staff to prepare a flow monitoring plan that covers the collection system for the purpose of evaluating infiltration and inflow rates and to support InfoSWMM modeling tasks. CLIENT will coordinate the flow monitoring program to provide data in 15-minute intervals for a period of 12 weeks. ENGINEER will review metering data, on a monthly basis, or after large rain events approaching or exceeding a 1-year, 24-hour rain event, throughout the program to confirm appropriate storm events have been captured during the metering period. If it is determined that appropriate storm events (target is two storms approaching or exceeding 2.62 inches in 24-hours), CLIENT will extend metering period to capture appropriate storms.
2. ENGINEER will provide one representative to be present during flow meter site scouting prior to flow meter installation.

Task 3 – Data Analysis, Recommendations, Memorandum

1. ENGINEER will review and summarize collected flow meter data after the flow metering task is completed, and summarize smoke testing activities and results, along with applicable photos, within a summary technical memorandum of findings.

Task 4 – InfoSWMM Model Buildout

1. ENGINEER will extend/buildout the CLIENT's existing InfoSWMM model into all areas with known combined sewers and CSOs. It is generally assumed that all pipes over 18-inches in

diameter will be included in the model. The existing InfoSWMM model generally covers portions of the City located upstream of Horrigan's Court Pump Station and upstream of Elm Street CSO. It also includes the major interceptor along Main Street and Water Street leading to the WWTF. The model expansion will target areas within the Alfred Street drainage area, as well as the area upstream of CSOs 13 and 14 that are not currently included in the model. The goal of this expansion is to be able to help the CLIENT answer the Maine DEP's questions pertaining to sewer separation.

2. ENGINEER will calibrate the InfoSWMM model using collected meter data from an estimated 14 meter sites.
3. ENGINEER will perform model runs to evaluate alternatives aimed to satisfy the Maine DEP's requirements for CSO Abatement.
4. ENGINEER will prepare a summary memorandum of the results of the InfoSWMM Memorandum.

Task 5 – Comprehensive Report

1. ENGINEER will prepare a comprehensive report summarizing the work completed and recommendations for system improvements, including budgetary opinions of probable construction costs for each alternative, for submission and review by the Maine DEP.

Task 6 – DEP Coordination, Meetings, Report Revisions

1. ENGINEER will meet with the CLIENT and the Maine DEP to discuss the report and the findings of the evaluation.
2. ENGINEER will update the report based on comments received by the CLIENT and the Maine DEP and submit final report to the Maine DEP.

Task 7 – Additional Sewer Survey

1. If identified during the course of the buildout of the InfoSWMM model, ENGINEER will provide a two-person crew to obtain manhole locations, rim and invert elevations, and pipe size survey data for use in the model. This task will be provided at a daily rate (total budget not included in this agreement) and would include a survey-grade GPS rental for obtaining accurate rim elevations.

II. Additional Services.

During ENGINEER's work on the project, it may become apparent to either CLIENT or ENGINEER that Additional Services not included in the basic Scope of Services are desired. ENGINEER will undertake to provide such Additional Services upon CLIENT's written authorization.

SECTION 2 - COMPENSATION

I. Payments to ENGINEER

ENGINEER's fee for the services outlined in the **SCOPE OF SERVICES** section of this Agreement is as follows:

For Tasks 1 through 6, a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10. Total compensation for these Scope Items is \$340,200 as summarized in the table below.

Task ID	Task Description	Total Cost
1	Flow Monitoring Program	\$5,000
2	Smoke Testing (Includes \$20,000 Traffic Control Allowance)	\$185,600
3	Data Analysis, Recommendations, Report (For Smoke Testing & Flow Metering)	\$22,000
4	Extend and Update InfoSWMM Model	\$99,400
5	Overall Report for Review by Maine DEP	\$20,000
6	Meetings, DEP Coordination, Revisions	\$8,200
	Total	\$340,200

For Task 7, a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0. Total compensation for this Scope Item is a fee of \$2,400 per day of field work.

The maximum total compensation for the Project shall not exceed the total compensation for the scope items above without written authorization from the CLIENT. If it becomes apparent to ENGINEER at any time that changes in Scope or other issues impact total compensation, ENGINEER will so notify CLIENT in writing. CLIENT and ENGINEER will then promptly meet to review the status of the Project and any potential adjustments to Scope and/or compensation. Any resulting adjustments to compensation need to be approved by written authorization.

For authorized Additional Services, ENGINEER will bill CLIENT a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10.

This Agreement (consisting of pages 1 to 6 plus Exhibit A) constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CLIENT:

ENGINEER:

By:

Title:

Date:


By: Ryan T. Wingard, PE

Title: Vice President

Date: September 29, 2020

Address for giving notices:

Address for giving notices:

WRIGHT-PIERCE

11 Bowdoin Mill Island, Suite 140

Topsham, Maine 04086

SCHEDULE OF TERMS AND CONDITIONS
FOR
AGREEMENT BETWEEN
"CLIENT"
AND
“ENGINEER” (WRIGHT-PIERCE)

EXHIBIT A
SCHEDULE OF TERMS AND CONDITIONS
(CLIENT IS OWNER)
TABLE OF CONTENTS

1.0	Standard of Care
2.0	Client's Responsibilities
3.0	Reuse of Documents, Records
3.1.	Documents are Instruments of ENGINEER's Service
3.2.	Records Retention/Access to Records
3.3.	Electronic Transmittals
4.0	Third Party Information
5.0	Estimates of Cost
6.0	Allocation of Risks
6.1.	ENGINEER shall Indemnify CLIENT
6.2.	CLIENT shall Indemnify ENGINEER
6.3.	CLIENT shall Indemnify ENGINEER from Claims caused by Hazardous Waste
6.4.	ENGINEER's Liability Limited to Amount of Insurance Proceeds
6.5.	Exclusion of Special, Incidental, Indirect and Consequential Damages
6.6.	Limitation of ENGINEER's Liability on Comparative Negligence Basis
6.7.	Florida Individual Liability Statute
7.0	Insurance
7.1.	ENGINEER's Insurance
7.2.	CLIENT's Insurance and Contractor's Insurance
7.3.	Additional Insurance
8.0	Subsurface Conditions
8.1	Interpretations and Recommendations Based Solely on Information Available
8.2	Utilities
9.0	Independent Contractors
10.0	Compensation
10.1	Direct Labor Costs
10.2	Standard Billing Rates
10.3	Reimbursable Expenses
10.4	Invoices/Late Payment
10.5	Professional Services Taxes
11.0	Controlling Law
12.0	Financial Advisor
13.0	Dispute Resolution
14.0	Notices
15.0	Precedence
16.0	Severability
17.0	Successors and Assigns
18.0	Survival
19.0	Termination
19.1.	For cause
19.2.	By ENGINEER
19.3.	For convenience
19.4.	ENGINEER's Compensation
20.0	Equal Employment Opportunity

EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS (CLIENT IS OWNER)

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the

Project by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. CLIENT shall Indemnify ENGINEER from Claims caused by Hazardous Waste

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

FOR PROJECTS PERFORMED IN THE STATE OF FLORIDA, PERUSANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

7.0 Insurance

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and

recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party

of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former

patient of a state institution except where based on a bona fide occupational qualification.