

City of Biddeford
Finance Committee
August 15, 2023 5:00 PM Council Chambers & Zoom

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Status:

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. Minutes
[8-1-2023 Finance Committee Minutes.docx](#)
- 3. Signing of the expenditure warrant**
- 4. Discussion/Approval**
 - 4.1. General Fund Payment to APEX for Ineligible CDBG Expenses
[20230815 Approval/APEX Ineligible CDBG Expense Reimbursement - BRIEF](#)
[20230815 Approval/APEX Ineligible CDBG Expense Reimbursement - COUNCIL ORDER](#)
[20230815 APEX CDBG CV - INVOICE](#)
[20230815 APEX CDBG - INVOICE](#)
 - 4.2. Approval/IT Scale Refresh
[20230815 Approval/IT Scale Refresh - BRIEF](#)
[20230815 Approval/IT Scale Refresh - Council ORDER](#)
[20230815 Systems Engineering Scale Refresh - QUOTE](#)
 - 4.3. Approval/IT Vision Cloud Hosting
[20230815 Approval/Vision Cloud Hosting - BRIEF](#)
[20230815 Approval/IT Vision Cloud Hosting - Council ORDER](#)
[20230815 Vision Government Services Vision Cloud Hosting - QUOTE](#)
 - 4.4. Approval/IT MS365
[20230815 Approval/IT MS365 - BRIEF](#)

20230815 Approval/IT MS365 - Council ORDER

20230815 Systems Engineering MS365 - QUOTE

4.5. Approval/Carry Forward Funds FY23 to FY24

20230815 Carry Forward Reserves-FY23 to FY24-ORDER

20230815 FY24 Carry Forward Decisions- PRESENTATION

5. Other Business

6. Adjournment

City of Biddeford
Finance Committee Meeting Minutes
August 1, 2023

The meeting was called to order at 5:06 p.m. by Councilor Norm Belanger.

Present: Mayor Alan Casavant; Councilor Norm Belanger; Councilor William Emhiser; City Manager James Bennett; Finance Director Nichole Wood; Public Works Director Jeff Demers

Approval of Minutes of June 20, 2023

Motion by Councilor William Emhiser, seconded by Councilor Lessard to accept the minutes as printed.

Vote: unanimous.

Motion carries.

Expenditure Warrants:

The Warrants are circulating for signature

Adjustment to the Agenda:

There were no adjustments to the agenda.

Discussion/Approval

4.1. Approval/Selection of Architect for Eastern Fire/EMS Substation

Discussion: COO Brian Phinney summarized the recommendation

Motion by Councilor William Emhiser to accept the recommendation, second Mayor Alan Casavant

Discussion: Councilor Lessard: to accept the recommendation is to forward on to Council. Is there any way to have a very boiled down version for the public so we don't have to spend the \$150K now? Thinks it could be done for \$50-\$60K. Councilor Emhiser was on the committee to review – they had three really good prospects. There is a lot of information that needs to be gathered to go out for grants; if we look at it closely up front, we can have better control of the costs. Councilor Lessard: The idea of this recommendation is that we will be provided with a list of materials needed to build a Fire Station with an expected costs and the expected turnkey of the building.

Would rather do a simpler referendum with a not-to-exceed \$XX rather than getting a very detailed report and coming to the voters with the same number or a similar number – if the citizens are for one they will be for both. If they are against one, they will be against both. Curious if we have queried “smart people” who have built fire stations to get a best estimate of the costs.

Vote: 2-1 (Lessard Opposed, Councilor Belanger abstained)

Motion carries

4.2. Recommendation/Acceptance of JAG Grant (Edward Byrne Memorial Grant - 2023)

Discussion: No discussion

Motion by Councilor Emhiser, second Mayor Casavant

Vote: Unanimous

Motion carries

Other Business

None

Adjournment

Motion by Councilor Emhiser, seconded by Councilor Lessard to adjourn.

Vote: unanimous.

Motions carries.

Adjourned at 5:27 pm



Finance Committee

Meeting Date: August 15, 2023

Meeting Time: 5:00 PM

Agenda Item No: 4.1

Item Description: General Fund Payment to APEX for Ineligible CDBG Expenses

Submitted by: Jessica Wilson, Community Development Coordinator

Supporting Information/Documentation:

[APEX CDBG Program Invoice for \\$2,553.60](#)

[APEX CDBG-CV Program Invoice for \\$13,917.44](#)

Key Terms:

- CDBG – Community Development Block Grant
- CDBG-CV – Community Development Block Grant CARES Act (for COVID-related activities)
- PY21 – Program Year 2021, which refers to the fiscal year from July 1, 2021 to June 30, 2022
- PY22 – Program Year 2022, which refers to the fiscal year from July 1, 2022 to June 30, 2023
- HUD – Department of Housing and Urban Development (source of CDBG funds)

Executive Summary:

APEX Youth Connection is requesting reimbursement totaling \$16,471.04 for unallowable CDBG and CDBG-CV program expenses incurred during PY21.

Detailed Review:

The City receives an annual allocation of CDBG funds, of which up to 15% can be used to support eligible activities delivered by public/social service agencies. The City commits CDBG funding to these agencies via sub-recipient agreements. These agreements must meet HUD guidelines and include an approved scope of work for CDBG-eligible social service activities and a budget for CDBG-allowable costs. The City pays sub-recipient agencies on a reimbursement basis when payment requests are accompanied by all required supporting documentation required by HUD and when scopes of work and budgets are adhered to.

During PY21, the City awarded \$31,360 of CDBG funding to APEX Youth Connection for its Community Hub Program and \$28,202 of CDBG-CV funds for its Community Support Program. Sub-recipient agreements were executed by the City for both activities, but only one of the agreements (the CDBG-CV agreement) was determined by HUD to be valid. In November 2021, HUD notified the City that a CDBG reimbursement request by APEX in the amount of \$2,553.60 was not an allowable or allocable cost to the CDBG program, based in part on the City's use of an "unacceptable" sub-recipient agreement. The reimbursement request was

thus denied by the City, despite APEX's belief that it had a valid agreement for its delivery of Community Hub services.

In November 2022, APEX submitted a CDBG-CV reimbursement request to the City for \$13,917.44 for its Community Support Program. Though the sub-recipient agreement used by the City in this case was acceptable to HUD, APEX changed the agreed-upon scope of work without pre-approval from the City or an amendment to the agreement. As a result, the services delivered and billed by APEX did not align with the agreement, and as such, they were deemed by HUD as not allowable or allocable to the CDBG-CV program.

In the matters described above, staff believe that the City and sub-recipient agency share accountability for the ultimate denial of reimbursement for APEX's services rendered. These remaining two outstanding reimbursement requests from the agency are the final legacy issues to be addressed in order to place all the City's past CDBG non-compliance findings in the rearview mirror.

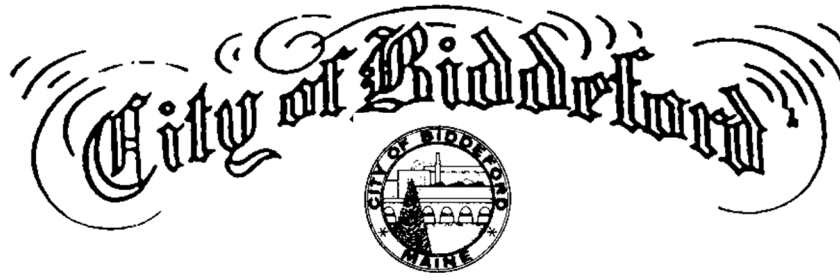
As underscored in the presentation by Gail Wilkerson at the City Council meeting on June 20, 2023, CDBG and Planning staff have been working tirelessly with HUD representatives on making corrective actions to these and other HUD monitoring issues that date back as far back as 2018. In fact, HUD recently notified the City that all CDBG policies and procedures, as well as all corrective actions required by HUD, have been approved, with a confirmation letter to this effect forthcoming. Staff looks forward to rectifying these final outstanding requests and moving ahead with improved program integrity, safeguards, and infrastructure in place.

Funding Source:

General Fund in the amount of \$16,471.04.

Staff Recommendation:

Approval of reimbursement to APEX for services rendered.



2023.96

IN BOARD OF CITY COUNCIL... AUGUST 15, 2023

BE IT ORDERED, that City Manager is authorized to reimburse APEX in the amount of \$16,471.04 for ineligible FY21 CDBG and FY22 CDBG-CV program expenses.

Attest by: _____



Reimbursement for expenses incurred under the Community Development Block Grant

Position	Hourly Rate	\$ Hours Worked	Amount to be Reimbursed
(Hourly rate includes 8% payroll taxes.)			
Program Director 2021 rate	22.32	193.5	\$ 4,318.92
Program Director 2022 rate	25.96	193.5	\$ 5,023.26
Benefits (hrs worked as % of total hrs for mo x 13,240.16)	25%		\$ 3310.04
<u>Subtotal</u>			\$ 12,652.22
Admin rate	10%		\$ 1,265
Total to be reimbursed to Apex Youth Connection:			\$13,917.44



Reimbursement for expenses incurred under the
Community Development Block Grant

Position	Hourly Rate \$	Hours Worked	Amount to be Reimbursed	
Specialist	20.52	64.5	\$	1,323.54
Supervisor	25.96	4.5	\$	116.82
Benefits	12,074	0.002	\$	48.00
Mileage	0.56		\$	0.00
Program Insurance	\$16,725/year	\$45.82/day x 20		\$916.40
Other Receipts			\$	0.00
Admin	\$1,488.36	0.1	\$	148.84
Total to be reimbursed to Apex Youth Connection:				\$2,553.60



Finance Committee

Meeting Date: August 15, 2023
Meeting Time: 5:00 PM
Agenda Item No: 4.2.
Item Description: Approval/IT Scale Refresh

Submitted by: Jerry Gerlach, IT Administrator

Supporting Information/Documentation:

Doc – Scale Refresh.pdf Quote

Key Terms:

N/A

Executive Summary:

Replace Scale Hardware 6 node cluster with a 3 Node Cluster

Detailed Review:

Our data center needs a refresh. The data center located at the Police Department houses all of the city virtual servers. Currently we have 32 virtual servers. The current hardware is going on 6 years old. We currently have a 6 node cluster. With the new equipment coupled with moving Vision, Munis, and Exchange to the cloud, we are able to reduce this to a 3-node cluster. This reduces hardware and licensing costs. We have also been given a trade in allowance for one of the nodes that is less than 3 years old. This has been factored into the pricing.

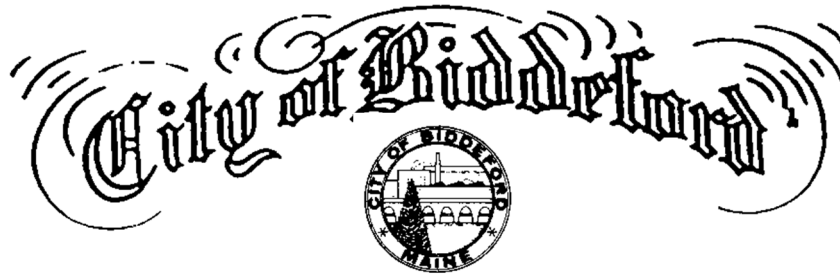
As has been discussed during the budget review, the refresh was initially intended to be performed on a rolling node basis. All nodes must be of the same size in order to perform virtual back-up and recovery. The single node replacement warranted a deeper review to ensure network is designed to meet the needs of the city. With the move to virtual hosted systems the cluster can be reduced from 6 nodes to 3 nodes as noted above. The original (budgeted) estimate for the node refresh was \$165,000. Based on critical review of needs with hosted services the project cost has been reduced to \$131,188.14 for installation and 5- yrs of licenses and support.

Funding Source:

This has been budgeted for in 21107-60501 as well as reserve funds for stabilization of the IT budget.

Staff Recommendation:

Staff recommends option two for \$131,188.14 assuming moving Vision and Exchange to the cloud is approved.



2023.97

IN BOARD OF CITY COUNCIL... AUGUST 15, 2023

BE IT ORDERED, that the City Manager is authorized to enter into an agreement with Systems Engineering for the purchase new Scale nodes and licenses in the amount of \$131,188.

Attest by: _____



Biddeford - Scale Refresh

Prepared for:
City of Biddeford

Prepared by:
Mark Jutkiewicz
July 19, 2023

Introduction

This proposal is for a Scale node refresh at the City of Biddeford. This solution would include 3 total nodes and 5 years of support. We have included the 5 year option as the default based on our history of working with support contracts with various vendors and know that the most cost effective route is to purchase support up front; the discounts are heavier and support contracts on servers especially are more expensive in years 4, 5 and beyond when purchasing annually at that time. Other factors would be market based cost increases as time goes on.

These nodes are the more powerful 5250 units and would provide all compute and storage resources planned up front rather than in a phase approach as most recently reviewed.

Product

Product Description	Qty	Price	Ext. Price
2X XEON SP CPU 9X HDD 3X SSD 2UCTLR HC5250D CHASSIS	3	\$13,389.98	\$40,169.94
64GB DDR4 2933 MHZ RDIMM 64GB CPNT DDR4 RDIMM	24	\$0.01	\$0.24
1.92TB 3.5IN SATA SSD 1.92TB INT 3.5IN SATA SSD	9	\$0.01	\$0.09
8TB 3.5IN SAS HDD 8TB 3.5IN SASCPNT HDD	27	\$0.01	\$0.27
10C/20T 2.4GHZ 2400MT/S INTEL CPNT XEON SILVER 4210R	6	\$0.01	\$0.06
4-PORT INTEL/LENOVO X722 4-PORTCPNT 10GB SFP+	3	\$0.01	\$0.03
5YR LICS AND SW SC//HYPERCORE -LICS 20C STANDARD	3	\$33,331.53	\$99,994.59
5YRS HW WARRANTY SVCS	1	\$4,258.02	\$4,258.02
ZERO DOWNTIME REFRESH SVCS ADVANCED HARDWARE REFRESH	3	\$708.41	\$2,125.23
DRIVE RETN-5YR SCALECARE DRIVE LICS RETENTION PROGRAM	3	\$328.92	\$986.76

Subtotal: \$147,535.23

Product

* Optional

Product Description	Qty	Price	Ext. Price
2X XEON SP CPU 9X HDD 3X SSD 2UCTLR HC5250D CHASSIS	3	\$14,781.71	\$44,345.13
64GB DDR4 2933 MHZ RDIMM 64GB CPNT DDR4 RDIMM	24	\$0.01	\$0.24
1.92TB 3.5IN SATA SSD 1.92TB INT 3.5IN SATA SSD	9	\$0.01	\$0.09
8TB 3.5IN SAS HDD 8TB 3.5IN SASCPNT HDD	27	\$0.01	\$0.27
4-PORT INTEL/LENOVO X722 4-PORTCPNT 10GB SFP+	3	\$0.01	\$0.03
5YRS HW WARRANTY SVCS	1	\$4,700.58	\$4,700.58
ZERO DOWNTIME REFRESH SVCS ADVANCED HARDWARE REFRESH	3	\$708.41	\$2,125.23
5YR LICS AND SW SC//HYPERCORE -LICS 16C STANDARD	3	\$26,343.25	\$79,029.75
8C/16T 3.2GHZ 2400MT/S INTEL CPNT XEON SILVER 4215R	6	\$0.01	\$0.06
DRIVE RETN-5YR SCALECARE DRIVE LICS RETENTION PROGRAM	3	\$328.92	\$986.76

*** Optional Subtotal: \$131,188.14**

Biddeford - Scale Refresh



Prepared by:

Systems Engineering

Mark Jutkiewicz
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Fax 207.772.0620
mjutkiewicz@systemsengineer
ring.com

Prepared for:

City of Biddeford

205 Main Street City Hall
PO Box 586
Biddeford, ME 04005
Jerry Gerlach
(207) 286-0594
jerry.gerlach@biddefordmaine.org

Quote Information:

Quote #: 011295

Version: 1
Delivery Date:
07/19/2023
Expiration Date:
07/31/2023

Investment Summary

Description	Amount
Product	\$147,535.23

Total: \$147,535.23

*Optional Expenses

Description	One-Time
Product	\$131,188.14

Optional Subtotal: \$131,188.14

Taxes, shipping, handling and other fees may apply. Product pricing is subject to change based on availability and manufacturer's discretion. Proposal Terms are attached to this document.

Systems Engineering

City of Biddeford

Signature: 
 Name: Mark Jutkiewicz
 Title: Account Manager
 Date: 07/19/2023

Signature: _____
 Name: Jerry Gerlach
 Date: _____

Proposal Terms

This Proposal ("Proposal") is effective as of the last date in the signature block above (the "Effective Date") and is made in accordance with and subject to the terms and conditions of the then current [Master Service Agreement](#) (the "MSA"). Such MSA terms and conditions are incorporated by reference as if fully set forth herein.

Customer acknowledges and agrees that it (i) has reviewed the MSA; (ii) accepts the terms and conditions of the MSA; (iii) understands that such MSA shall govern the relationship between the parties (subject to additional or alternative terms set forth in this Proposal; and (iv) has executed the Proposal as evidence of its agreement that it is a party to, and bound by, the terms of the MSA.

Capitalized terms used in this Proposal that are not otherwise defined herein shall have the meanings ascribed to them in the MSA.

When signed by both parties, this agreement, including and together with the Service Schedule and the Inventory Schedule attached hereto, and all other exhibits and attachments, if any, shall be deemed to be the "Proposal" and shall be incorporated into and become a part of the currently effective Master Service Agreement between Systems Engineering ("SE") and the Customer, as the same may be modified from time to time (the "MSA").

Additional terms and conditions applicable to the work performed hereunder:

1. **ADDITIONAL SERVICE.** SE shall provide the services described in this Proposal as either T&M, Fixed Price Work or Recurring Service Fee, under the terms and conditions set forth in the MSA.
 - a. The catalog of SE Service Descriptions can be found [here](#).
 - b. The purchase of Microsoft subscription software and online services are subject to the terms of the ["Microsoft Customer Agreement"](#). By purchasing Microsoft subscription software and online services through SE the Customer acknowledges and accepts said terms.
2. **PAYMENT. AS CONSIDERATION FOR THE SERVICES TO BE PROVIDED HEREUNDER, CUSTOMER SHALL PAY SE FOR AUTHORIZED WORK AS SET FORTH IN THE PROPOSAL AND FOR ALL RECURRING SERVICES, IF ANY, AS SET FORTH IN THE ATTACHED SERVICE SCHEDULE. IN ADDITION, CUSTOMER SHALL PAY SE FOR ALL REASONABLE PREAPPROVED TRAVEL AND LODGING EXPENSES INCURRED BY SE IN PROVIDING SERVICES UNDER THIS PROPOSAL. CUSTOMER IS RESPONSIBLE FOR ALL TRAVEL AND LODGING EXPENSES OF ITS OWN EMPLOYEES.**
3. **CHANGES AND RETURNS.**
 - a. Changes to Bill of Materials: This Proposal is a best effort at defining the bill of materials (BOM) required for the project defined herein. SE reserves the right to modify the BOM and bill the Customer accordingly as required by such circumstances or occurrences including, but not limited to, product changes by the manufacturer, errors or mistakes in quotes and estimates issued by the manufacturer, product lifecycle issues, product availability issues, or actual material requirements.

- b. Third-Party Licensing. Customer shall be responsible for the payment of all recurring third-party licensing fees and charges for Equipment, software and other technology ordered as part of this Proposal and for any increase in the cost for that licensing originated by the manufacturer.
 - c. Returns. Products shall not be returned by Customer without SE's prior written authorization. Authorization will not be unreasonably withheld; however, it will be subject to the extent the return policy that each manufacturer will allow. Any authorized returns shall be returned at Customer's sole expense, freight prepaid. Customer shall be responsible for any third-party restocking fee that Customer incurs. Returns of special order or made-to-order items are not allowed. No returns shall be accepted following 30 days after delivery to either SE or the Customer. No credit will be issued for shipping charges or other special expenses.
4. **SCOPE OF SUPPORT**. All SE services described in this proposal apply only to hardware and software product versions that are within the manufacturer's published support dates. SE is under no obligation to provide support for items that are outside of the manufacturer's published support dates. Further, any software product that is past its end of support date will no longer receive any patches from the manufacturer including security updates. therefore, Systems engineering shall not be held responsible and shall have no liability for any damages, losses, causes of action, claims, liabilities, work stoppages, business interruptions and any noncompliance risks associated with unsupported products relative to applicable regulations or other terms of business which may apply to the customer that are caused by, resulting from or related to customer's use of hardware and/or software that are past their respective manufacturer's published support dates.
5. **CONFIDENTIALITY. THIS PROPOSAL CONTAINS CONFIDENTIAL INFORMATION RELATING TO THE DESIGN, PROCESS, AND METHODOLOGY SE USES IN DESIGNING NETWORK INFRASTRUCTURE AND SECURITY, CORE SERVER AND STORAGE SOLUTIONS, AND IN DEVELOPING TECHNOLOGY STRATEGIES AND PLANS. THESE DESIGNS, PROCESSES AND METHODOLOGIES ARE OWNED SOLELY BY SE. DISCLOSURE OF ANY DESIGN, PROCESS OR METHOD INFORMATION INCLUDED HEREIN TO OTHERS IS EXPRESSLY PROHIBITED.**
7. **OWNERSHIP OF WORK PRODUCT**. The parties acknowledge and agree that all SE work product and deliverables purchased by Customer and delivered by SE as a result of this Proposal, including, without limitation network and core infrastructure design, research reports, technology strategies and plans, applications and process recommendations, and system and user requirements (collectively, the "Deliverables", and all intellectual property rights connected therewith or arising therefrom, shall at all times remain solely in SE, subject to the Customer's license and right to use the Deliverables in accordance with the terms of this Proposal and the MSA, and that such Deliverables shall not be considered a work made for hire within the meaning of the copyright laws of the United States. As such, all rights in the Deliverables, including copyright, shall vest in SE.

In the event that, for any reason whatsoever, the Deliverables shall be considered a "work made for hire" under such copyright laws, then the Customer hereby grants and assigns to SE, and its successors and assigns, all of its right, title and interest in and to the Deliverables including, but not limited to, the copyright therein throughout the world (and any renewal, extension or reversion of copyright now or hereafter provided), and all other rights in the Deliverables of any nature whatsoever, whether now known or hereafter devised including, but not limited to, the right to make such changes in, derivatives of, and uses of the Deliverables as SE may determine.

Customer agrees to assist SE, or its designee, at SE's expense, in every proper way to secure SE's rights in the Deliverables and any copyrights, trademarks, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to SE of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which SE shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to SE and its successors and assigns the sole and exclusive right, title and interest in and to such Deliverables, and any copyrights, patents or other intellectual property rights relating thereto. The covenants set forth herein shall survive termination of this Agreement.

- 8. CONFLICTS IN PROVISIONS.** IN THE EVENT OF A CONFLICT AMONG THE PROVISIONS OF THE MSA AND THIS PROPOSAL WITH RESPECT ONLY TO THE IDENTITY, SCOPE AND NATURE OF THE SERVICES AND PRODUCTS PROVIDED UNDER THIS PROPOSAL, THE PRIORITY OF THE DOCUMENTS SHALL BE **(1) THIS PROPOSAL AND (2) THE MSA.** IN THE EVENT OF A CONFLICT AMONG THE PROVISIONS OF THE MSA AND THIS PROPOSAL WITH RESPECT TO ALL OTHER MATTERS, THE PRIORITY OF THE DOCUMENTS SHALL BE **(1) THE MSA AND (2) THIS PROPOSAL.**
- 9. AUTHORITY.** The Customer warrants the person signing this Proposal on behalf of Customer is authorized to do so, and that Customer has obtained all approvals and resolutions necessary to enter into this Proposal, to perform Customer's obligations under this Proposal and the MSA, and to make the Proposal binding upon Customer.
- 10. EXPIRATION OF PROPOSAL.** Unless executed by the parties hereto, this Proposal will expire at the earliest of, (i) thirty (30) days from the date of SE's execution thereof, (ii) the expiration date shown on the signature page of this Proposal or (iii) expiration of any manufacturer's discount included in this Proposal.



Finance Committee

Meeting Date: August 15, 2023
Meeting Time: 5:00 PM
Agenda Item No: 4.3.
Item Description: Approval/IT Vision Cloud Hosting

Submitted by: Jerry Gerlach, IT Administrator

Supporting Information/Documentation:

Doc – Vision Cloud Hosting Contract.pdf

Key Terms:

N/A

Executive Summary:

Migrate Vision data to the cloud. Hosted by Vision Government solutions.

Detailed Review:

Our Assessing Department uses Vision CAMA for all Assessing data, valuations, reporting etc.

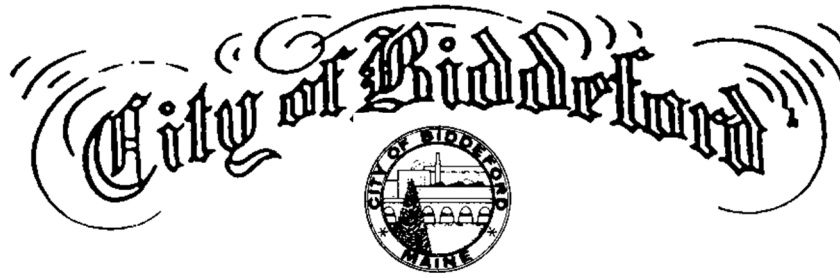
This will move the Assessing Data to the cloud hosted by Vision Government Solutions. All data will be stored in the cloud. Having Vision store the data allows the City to reduce our data center size and provides faster tech support needed from Vision. Vision will do updates and have an easier time resolving issues. This also allows us to eliminate our on premises Vision server and not have to upgrade the server or SQL.

Funding Source:

This has been budgeted for in 21111-60315.

Staff Recommendation:

Staff recommends this move to reduce data center costs and provide timely updates and service to the Assessing Department.



2023.98

IN BOARD OF CITY COUNCIL... AUGUST 15, 2023

BE IT ORDERED, that the City Manager is authorized to enter into an agreement with Vision Government Solutions for Cloud hosting of Vison data in the amount of \$6,000 for FY23-FY24.

Attest by:_____

CLOUD SERVICES SCHEDULE

This Cloud Services CAMA Software Schedule (“Schedule”) is made part of the Master Software License and Services Agreement by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 (“Vision”) and the Biddeford, ME (“Customer”) (the “Agreement”). Vision and Customer may be collectively referred to as “Parties” or individually as a “Party.”

WHEREAS, Vision is willing to provide, and Customer desires to utilize Vision’s Cloud Computing Service, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1 Definitions

- 1.1 All capitalized terms used herein shall have the meanings attributed to them within the Agreement unless otherwise noted.
- 1.2 “Cloud Computing Service” shall mean any Service provided by Vision that allows Customer to access their data or software on Vision server(s).
- 1.3 “User” or “CAMA User” shall mean an employee of the Customer that was granted access to Customer’s Vision 8 CAMA Database by the customer.
- 1.4 “Vision Server(s)” shall mean any server that is owned or licensed to Vision and made available to clients by Vision.

2 Hardware, Software, Services and Terms

- 2.1 Vision will provide sufficient space on Vision Server(s) for client’s Vision 8 CAMA Database and Associated Documents.
- 2.2 Vision will install Client’s Vision 8 CAMA database obtained and converted under CAMA Software Statement of Work (SOW) Agreement.
- 2.3 The terms and fees included in this Cloud Services Agreement are in addition to the terms and fees outlined in the SOW agreement, Annual Maintenance Agreement and Web Portal Public Access Agreement.
- 2.4 Vision will install all required server software including SQL.
- 2.5 Vision will set-up and configure 30-day rolling nightly backups of the CAMA Data and appropriate system files.
- 2.6 Customer will remain responsible to maintain their local intranet in good working order.
- 2.7 Customer will remain responsible to provide internet access with sufficient band width to all CAMA users.

3 Term and Automatic Renewal

- 3.1 The term of this Schedule shall commence upon the later of (i) the installation of Vision 8 or (ii) the execution of this Schedule and shall continue for one (1) year (“Initial Term”). Thereafter, the term will continue with automatic renewals for additional successive one (1) year periods, unless written notice of non-renewal is delivered by either Party to the other not less than sixty (60) calendar days prior to the expiration date of the then-current term (“Renewal Term”). Both the Initial Term and any Renewal Term may be referred to collectively as the “Term.”

4 Warranty

- 4.1 The Services Warranty as described within the Agreement shall be the exclusive warranty governing any Services provided within this Schedule.

5 Project Implementation Services

- 5.1 Vision shall provide installation instructions to install the necessary local interfaces to access the Software and Services. Vision shall provide assistance with the installation process as needed.
- 5.2 Customer shall promptly, upon completion of such installation, test the Installed Software using its data and notify Vision of any Defects or deficiencies.
- 5.3 Customer shall commence installation at its convenience once Vision has released to it the instructions for installation.

6 Customer Support

- 6.1 During the Term, upon and subject to the terms and conditions of the Agreement, the CAMA Software Statement of Work (SOW), and this Schedule, Vision will provide to Customer during Business Hours reasonable operational support and assistance as described in the Software Maintenance Agreement.
- 6.2 Vision shall use commercially reasonable efforts to respond to any request for support hereunder within one (1) business day of receiving such request. Vision strives for uptime of 99.9%.

7 Security

- 7.1 The Customer must keep confidential any of its passwords associated with the Software and Services. In addition, Customer must secure the hardware upon which the Software will be accessed using, antivirus software, malware protection software, or similar software protecting against malicious software, computer viruses, hijacking, or other offensive attack. A failure to adhere to the preceding statements will undermine Vision’s efforts for securing the Customer’s data stored on Vision’s servers.
- 7.2 Vision’s hosted solution includes nightly backups, firewalls, IP whitelisting, anti-virus / malware scanning, and user access restrictions and permissions.

8 Customer Restrictions and Responsibilities

- a) Customer is authorized to access and utilize Vision Servers to:
 - (1) Access, view, edit, maintain or otherwise utilize their CAMA data and Associated Documents
- b) Customer will not install or access any software or programs on Vision Servers without prior written approval from Vision.
- c) No 3rd Party access is allowed under this agreement. Customer will get prior written approval for all consultants, agents and other non-employee personnel that are requesting access to Vision Servers. Additional fees may be charged if Vision is required to grant access to any third parties, or if customer violates this provision.
- d) Customer will not utilize Vision Server(s) to access the internet without prior written approval, other than indirect internet access through the CAMA UI.
- e) Customer will ensure that its content will not violate any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of its Content.
- f) We may suspend Customer's right to access or use any portion or all of the Service Offerings immediately upon notice to Customer if Vision determines:
 - (1) Customer use of Vision Service Offerings:
 - (a) Pose a security risk to the Service Offerings or any other customer,
 - (b) Could adversely impact Vision systems, the Service Offerings or Content of any other customer,
 - (c) Could subject Vision, our affiliates, or any other customer to liability, or
 - (d) Could be fraudulent
 - (2) Customer is in breach of this Agreement
 - (3) Customer is in breach of its payment obligations under this agreement

9 Other Exclusions

- 9.1 Notwithstanding anything herein to the contrary, the Services to be provided hereunder shall not be covered by this Schedule, and shall be provided (if at all) on a time and materials basis, if the Software malfunctions due to:
 - a) A modification or alteration of the Software or Service not provided by Vision;
 - b) Use of the Software or Service in a manner for which it was not designed; or
 - c) The failure of Customer to fulfill any obligation under this Schedule or the Agreement.
- 9.2 The procurement of and costs associated with third party software licenses including but not limited to Microsoft Office Suite, ESRI, Marshall and Swift, etc. are excluded from this Schedule.

10 Fees and Payments

- 10.1 The fee for the Software and Services performed hereunder during the Initial Term shall be as follows (“Initial Fee”):
- a) Initial Cloud Hosting Fee of \$6,000/year
- 10.2 The fee for the Software and Services performed hereunder during the Second Term shall be as follows (“Renewal Fee”):
- a) Renewal Cloud Hosting Fee of \$7,000/year
- 10.3 The Initial Fee shall be due and payable in the first year upon the later of execution of this Schedule or thirty (30) days prior to the commencement of the Services hereunder, and must be paid in full prior to the commencement of Services hereunder. For each subsequent year of the Initial Term and any Renewal Term, the applicable fee shall be paid in full at least thirty (30) days prior to the expiration of the current term.
- 10.4 The Initial Fee shall be fixed as set forth in this Agreement for the Initial Term, but the fee for any Renewal Term (“Renewal Fee”) shall be as determined by Vision, which shall give Customer notice thereof not less than thirty (30) days prior to the expiration of the then-current Renewal Term.
- 10.5 Any Renewal Fee hereunder shall be due and payable in full not later than two (2) business days prior to the commencement of such Renewal Term.
- 10.6 Customer agrees to pay for Services provided at Customer’s request that are not covered by, or are expressly excluded from this Schedule within thirty (30) days of receipt of an invoice therefor at Vision’s then-current prices.
- 10.7 With Customer’s prior approval and if travel is necessary to perform the Services herein described, Customer shall pay to Vision, within thirty (30) days of receipt of an invoice, all reasonable out-of-pocket expenses incurred by Vision in performing the Services for Customer under this Agreement, including but not limited to expenses for travel, meals, lodging and parts.

11 Termination; Suspension of Service

- 11.1 Customer shall have the right to terminate this Schedule upon Sixty (60) days written notice to Vision, provided that no such termination shall result in a refund to Customer of the Initial Fee or any Renewal Fee paid hereunder, nor shall it terminate the obligation to pay any remaining portions of the Total Initial Fee not yet invoiced.
- 11.2 Vision reserves the right to suspend the performance of Services under this Schedule if the Customer fails to pay the Initial Fee or any Renewal Fee within ninety (90) days of becoming due. During any such suspension, Services shall be restored once any outstanding Initial Fee or Renewal Fee has been paid in-full.
- 11.3 Any termination of the Agreement shall result in the immediate termination of this Schedule subject to the terms and conditions of the Agreement and this Schedule.
- 11.4 The termination of this Schedule shall be without prejudice to any rights of either Party against the other, and such termination shall not relieve either Party of any of its obligations to the other existing at the time of termination.



By signing below, each party acknowledges that it has read this Schedule and the Agreement to which it is attached, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this Schedule. This Schedule may not be modified or altered except by a written instrument duly executed by both parties.

FURTHER, each Party has full power and authority and has been duly authorized to enter into and perform its obligation under this Agreement, including Licensee's authority to enter into an agreement of this scope and duration, all necessary approvals having been obtained. The execution, delivery and performance of this Agreement by each Party shall not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order decree or security instrument to which such Party or any of its principles is a party or subject to.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Customer:

Municipal Building
205 Main Street
P.O. Box 586
Biddeford, ME 04005

Signature:

By:

Title:

Date:

Vision:

Vision Government Solutions, Inc.
1 Cabot Road
Hudson, MA 01749

Signature:

By:

Title:

Date:



Finance Committee

Meeting Date: August 15, 2023
Meeting Time: 5:00 PM
Agenda Item No: 4.4.
Item Description: Approval/IT MS365

Submitted by: Jerry Gerlach, IT Administrator

Supporting Information/Documentation:

Doc – MS 365 Quote

Key Terms:

N/A

Executive Summary:

Replace on premises Exchange Server with Hosted Microsoft 365 Business Basic.

Detailed Review:

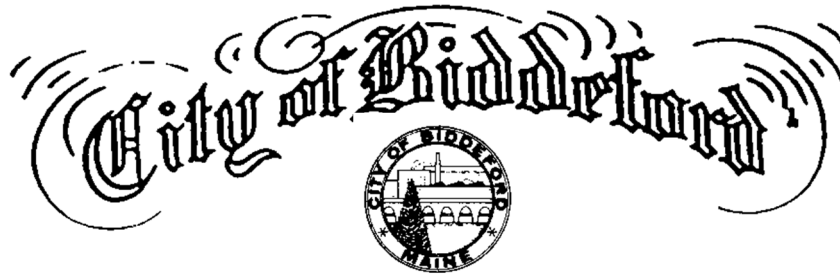
Moving to MS 365 will eliminate our on premise Exchange Server, allowing us to reduce the size of our data center. It further eliminates the need to replace the Exchange server every 5 years. MS365 will offer updated Office Suite, Teams Collaboration, Video Chat, Mobil Device Management, Cloud storage and file sharing. These are tools that our end users are asking for and have proven to increase productivity and collaboration. We will also be able to eliminate our Sharefile solution at \$3,800 annually as well as 95% of our Zoom Accounts at \$9,250. Our Current Microsoft 365 License Fees are \$15,580 annually. This is a total of \$28,630 of our annual license fees that will be eliminated and replaced with MS365. The migration component is \$60,240 and the licensing portion is \$62,184 for a total of \$122,424.

Funding Source:

This has been budgeted for in 21107-60501 (\$56,240) and 21111-60315 (\$83,100) for a total of \$139,340.

Staff Recommendation:

Staff recommends this move to reduce data center costs/size, provide useful tools to our user base, and improve collaboration.



2023.99

IN BOARD OF CITY COUNCIL... AUGUST 15, 2023

BE IT ORDERED, that the City Manager is authorized to enter into an agreement with Systems Engineering for the migration of the locally hosted Microsoft Suite to the hosted MS365 platform with the purchase of MS365 Licenses in the amount of \$60,240 for the migration and \$62,184 for licenses for a total of \$122,424.

Note: Ongoing costs will include the licensing only.

Attest by: _____



Biddeford 365 Migration

Prepared for:

City of Biddeford

Prepared by:

Mark Jutkiewicz

July 31, 2023

Introduction

This proposal is a budgetary guide for the project to complete the City of Biddeford's move to Microsoft 365. This past year, several mailboxes were created in the cloud for new committee email addresses and discussions were had about the efforts remaining to move the Microsoft 365 tenancy to GCC as well as migrate the existing Exchange server to Exchange Online.

These numbers will need to be confirmed and agreed upon between Systems Engineering and City of Biddeford prior to execution of proposal

Statement of Work

Scope of Work

Assessment

Current Environment Review (Completed as Assessment)

- Assess current mail environment
- Review mail flow
- Confirm prerequisites for migration
- Confirm Outlook and Windows versions
- Review of devices, add-ins and services that interact with email
- Analyze MX records and access to modify records

Pre-work

- Web Filtering Modification
- Configure web filtering to allow migration to Exchange Online

UPN Suffix Remediation

- Remediate issues with usernames not matching email addresses to ensure sync

DNS Remediation

- Resolve DNS access issue
- Record credential information

Shared / Resource Mailbox Remediation

- Migrate mailboxes to Shared and/or Resource mailboxes (to reduce licenses needed in O365)

O365 and MigrationWiz Configuration

O365 Portal setup and MigrationWiz configuration

- Provision Office 365 tenancy
- Configure Portal
- Import licensing
- Add users and assign licensing
- Configure MigrationWiz and implement prerequisites for migration

DNS Configuration

- Configure Autodiscover DNS records
- Update SSL Certificate to include Autodiscover
- Create SPF and DKIM records

Microsoft Azure AD Connect

- Setup and configuration of Azure AD Connect
- Create new service account

Mail Flow Configuration, Data Migration and Advanced Exchange Online Configuration

Target Tenant Configuration

- Create target tenants
- Configure Custom Permissions

MigrationWiz Mailbox Migration Facilitation

- Complete migration prerequisites
- Prepare destination environment
- Create Mailbox migration projects
- Run Migration
- Complete final migration pass
- Decommission On-Premises Exchange Server

Decommission on premise Exchange Server (2007 or higher)

- Decommission on premise Exchange Server

MFA Configuration for Users - Train the Trainer - Client IT Staff to complete end-user deployment

- Enable MFA in the Microsoft tenant
- Train Client IT Staff on the end-user enrollment process
- Meeting with the client to set the date to require MFA and schedule the enforcement
- Client IT Staff - Work with each end-user to configure Azure MFA settings (text, mobile app, phone call - authentication methods)
- Regular review of Azure portal to check on MFA adoption status

- Enforce MFA in the Microsoft tenant

Azure Active Directory Single Sign on Authentication

Azure Active Directory Seamless Single Sign-On with Pass-through Authentication

- Configure and/or Upgrade Azure Active Directory Connect
- Configure GPO settings
- Test and Document

Configure Application Single Sign On (SSO)

- Review application's documentation for Single Sign On (SSO)
- Configure SSO within the Azure Portal
- Configure Certificates and/or Client Keys needed for application to trust Azure AD
- Test and Document

Support and O365 Admin Training

Cutover day support

- Day 1 Support after email has been cutover to O365. Remediation of any end-user issues related to the migration.

Post cutover day support

- Remediation of any end-user issues related to the migration after cutover day.

Admin Training

- Provide administrative training to on-site it staff

Documentation and Project Management

Documentation

- Population of SE internal documentation with O365 configuration to expedite support requests.

Project Management

- Project and schedule creation
- Project kickoff
- Change management
- Weekly status updates
- Project closeout

Customer Responsibilities

- Users will be responsible for recreating Outlook rules
- Customer will be responsible for configuring mobile devices to connect to Exchange Online
- Users will be responsible for reconfiguring Calendaring sharing and access to other mailboxes
- Customer will be responsible for assisting remote only users with connecting to Exchange Online
- Work with each end-user to configure Azure MFA settings (text, mobile app, phone call - authentication methods)
- Assist new users with accessing O365, providing usernames and passwords and configuring MFA

Other Customer Considerations:

- Office Suite Installation on PCs
- Office Suite Installation on RDS Servers
- Office Suite Installation on servers
- Reconfigure copiers to authenticate directly to O365 or relay off of mail filter

Requirements

- Windows Server to host Azure AD Connect
- Windows Server to host Windows NPS (can be the same server)
- Outlook 2013 or higher (fully patched) is installed on endpoints
- *Mobile applications used to access Office.com applications (e.g. Exchange Online) must support Microsoft modern authentication - native email apps (iOS and Android) are typically not compatible. The Outlook App is recommended for use on all mobile devices and may be required to support modern authentication and MFA.*

Assumptions

- PCs are Windows 10 Pro or higher and are fully patched with patches and service packs.
- Outlook is not currently utilized on the RDS server and has not been considered part of this project.
- Web Filtering is not in use
- Mobile devices support the free Microsoft Authentication App (i.e. update to device OS)
- Customer understands Teams chat not associated with newly migrated Teams

Risks

- Client and end-user participation is required for MFA enrollment. Lack of participation in the enrollment process will result in a failure to meet the enforcement date which will leave accounts vulnerable.

Out of Scope

- End-user failure to meet the MFA enforcement date will require addition work, which will be completed as a time and materials labor engagement.

- End-user MFA enrollment assistance
- Enablement of other Office 365 features outside of the migration
- SharePoint implementation or migration
- PSTs will not be imported into Exchange Online - they will be re-attached to Outlook from where they reside
- Office installations on PCs or servers
- Configuration of mobile devices
- Patching Windows or Office on PCs
- Public Folder migrations
- Configuration of unknown applications or devices
- Anything not explicitly in the Statement of Work
- System issues created outside the direct control of SE
- Travel or after hours labor rates are not included

GCC Migration

Product Description	Qty	Price	Ext. Price
T&M Solution Architect	208	\$225.00	\$46,800.00
Fixed Rate Labor - Project Management	1	\$6,000.00	\$6,000.00

Subtotal: \$52,800.00

Microsoft Licenses

Based on user count summaries from City of Biddeford, this would be the proposed license summary for Microsoft 365 products. For purposes of keeping things organized we were able to group users by needs and license them accordingly. The following assumes two things - that pricing from Microsoft does not change for GCC users when moved to their "New Commerce Experience" or if it does, the licenses would be paid annually with a 1 year commitment. This is based on the licensing experience in the commercial realm by Microsoft which is not yet available for government.

User Type	License	Qty	Unit	Total
Committee	Exchange Online Plan 1	112	\$4.00	\$448.00
Email Only	Exchange Online Plan 1	35	\$4.00	\$140.00
Email and Office	Office 365 G3	136	\$23.00	\$3,128.00
Email, Office, Remote	Office 365 G3	46	\$23.00	\$1,058.00
	Azure AD Plan 1	46	\$6.00	\$276.00
Office Only	Apps for GCC	11	\$12.00	\$132.00
			./Month	\$5,182.00
			./Year	\$62,184.00

Product

Product Description	Qty	Price	Ext. Price
BitTitan User Migration Bundle License 1 Yr.	500	\$14.88	\$7,440.00
Subtotal:			\$7,440.00

Managed Services Pricing: Monthly

Product Description	Qty	Recurring Unit Price	Recurring Extended Price
Office 365 Backup - Exchange	400	\$2.62	\$1,048.00
Office 365 Backup - SharePoint	270	\$2.62	\$707.40
Monthly Subtotal:			\$1,755.40

Biddeford 365 Migration



Prepared by:

Systems Engineering

Mark Jutkiewicz
207.772.3199
Fax 207.772.0620
mjutkiewicz@systemsengineering.com

Prepared for:

City of Biddeford

205 Main Street City Hall
PO Box 586
Biddeford, ME 04005
Jerry Gerlach
(207) 286-0594
jerry.gerlach@biddefordmaine.org

Quote Information:

Quote #: 013075

Version: 1
Delivery Date:
07/31/2023
Expiration Date:
07/31/2023

Investment Summary

Description	Amount
GCC Migration	\$52,800.00
Product	\$7,440.00
Total: \$60,240.00	

Monthly Expenses Summary

Description	Amount
Managed Services Pricing: Monthly	\$1,755.40
Monthly Total: \$1,755.40	

Taxes, shipping, handling and other fees may apply. Product pricing is subject to change based on availability and manufacturer's discretion. Proposal Terms are attached to this document.

Systems Engineering

City of Biddeford

Signature: 
 Name: Mark Jutkiewicz
 Title: Account Manager
 Date: 07/31/2023

Signature: _____
 Name: Jerry Gerlach
 Date: _____

Proposal Terms

This Proposal ("Proposal") is effective as of the last date in the signature block above (the "Effective Date") and is made in accordance with and subject to the terms and conditions of the then current [Master Service Agreement](#) (the "MSA"). Such MSA terms and conditions are incorporated by reference as if fully set forth herein.

Customer acknowledges and agrees that it (i) has reviewed the MSA; (ii) accepts the terms and conditions of the MSA; (iii) understands that such MSA shall govern the relationship between the parties (subject to additional or alternative terms set forth in this Proposal; and (iv) has executed the Proposal as evidence of its agreement that it is a party to, and bound by, the terms of the MSA.

Capitalized terms used in this Proposal that are not otherwise defined herein shall have the meanings ascribed to them in the MSA.

When signed by both parties, this agreement, including and together with the Service Schedule and the Inventory Schedule attached hereto, and all other exhibits and attachments, if any, shall be deemed to be the "Proposal" and shall be incorporated into and become a part of the currently effective Master Service Agreement between Systems Engineering ("SE") and the Customer, as the same may be modified from time to time (the "MSA").

Additional terms and conditions applicable to the work performed hereunder:

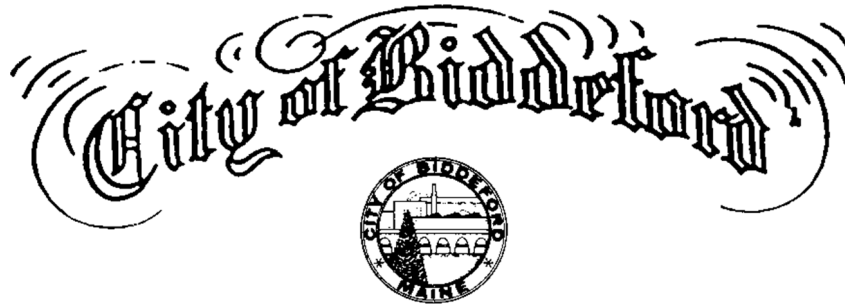
1. **ADDITIONAL SERVICE.** SE shall provide the services described in this Proposal as either T&M, Fixed Price Work or Recurring Service Fee, under the terms and conditions set forth in the MSA.
 - a. The catalog of SE Service Descriptions can be found [here](#).
 - b. The purchase of Microsoft subscription software and online services are subject to the terms of the ["Microsoft Customer Agreement"](#). By purchasing Microsoft subscription software and online services through SE the Customer acknowledges and accepts said terms.
2. **PAYMENT. AS CONSIDERATION FOR THE SERVICES TO BE PROVIDED HEREUNDER, CUSTOMER SHALL PAY SE FOR AUTHORIZED WORK AS SET FORTH IN THE PROPOSAL AND FOR ALL RECURRING SERVICES, IF ANY, AS SET FORTH IN THE ATTACHED SERVICE SCHEDULE. IN ADDITION, CUSTOMER SHALL PAY SE FOR ALL REASONABLE PREAPPROVED TRAVEL AND LODGING EXPENSES INCURRED BY SE IN PROVIDING SERVICES UNDER THIS PROPOSAL. CUSTOMER IS RESPONSIBLE FOR ALL TRAVEL AND LODGING EXPENSES OF ITS OWN EMPLOYEES.**
3. **CHANGES AND RETURNS.**
 - a. Changes to Bill of Materials: This Proposal is a best effort at defining the bill of materials (BOM) required for the project defined herein. SE reserves the right to modify the BOM and bill the Customer accordingly as required by such circumstances or occurrences including, but not limited to, product changes by the manufacturer, errors or mistakes in quotes and estimates issued by the manufacturer, product lifecycle issues, product availability issues, or actual material requirements.

- b. Third-Party Licensing. Customer shall be responsible for the payment of all recurring third-party licensing fees and charges for Equipment, software and other technology ordered as part of this Proposal and for any increase in the cost for that licensing originated by the manufacturer.
 - c. Returns. Products shall not be returned by Customer without SE's prior written authorization. Authorization will not be unreasonably withheld; however, it will be subject to the extent the return policy that each manufacturer will allow. Any authorized returns shall be returned at Customer's sole expense, freight prepaid. Customer shall be responsible for any third-party restocking fee that Customer incurs. Returns of special order or made-to-order items are not allowed. No returns shall be accepted following 30 days after delivery to either SE or the Customer. No credit will be issued for shipping charges or other special expenses.
4. **SCOPE OF SUPPORT**. All SE services described in this proposal apply only to hardware and software product versions that are within the manufacturer's published support dates. SE is under no obligation to provide support for items that are outside of the manufacturer's published support dates. Further, any software product that is past its end of support date will no longer receive any patches from the manufacturer including security updates. therefore, Systems engineering shall not be held responsible and shall have no liability for any damages, losses, causes of action, claims, liabilities, work stoppages, business interruptions and any noncompliance risks associated with unsupported products relative to applicable regulations or other terms of business which may apply to the customer that are caused by, resulting from or related to customer's use of hardware and/or software that are past their respective manufacturer's published support dates.
5. **CONFIDENTIALITY. THIS PROPOSAL CONTAINS CONFIDENTIAL INFORMATION RELATING TO THE DESIGN, PROCESS, AND METHODOLOGY SE USES IN DESIGNING NETWORK INFRASTRUCTURE AND SECURITY, CORE SERVER AND STORAGE SOLUTIONS, AND IN DEVELOPING TECHNOLOGY STRATEGIES AND PLANS. THESE DESIGNS, PROCESSES AND METHODOLOGIES ARE OWNED SOLELY BY SE. DISCLOSURE OF ANY DESIGN, PROCESS OR METHOD INFORMATION INCLUDED HEREIN TO OTHERS IS EXPRESSLY PROHIBITED.**
7. **OWNERSHIP OF WORK PRODUCT**. The parties acknowledge and agree that all SE work product and deliverables purchased by Customer and delivered by SE as a result of this Proposal, including, without limitation network and core infrastructure design, research reports, technology strategies and plans, applications and process recommendations, and system and user requirements (collectively, the "Deliverables", and all intellectual property rights connected therewith or arising therefrom, shall at all times remain solely in SE, subject to the Customer's license and right to use the Deliverables in accordance with the terms of this Proposal and the MSA, and that such Deliverables shall not be considered a work made for hire within the meaning of the copyright laws of the United States. As such, all rights in the Deliverables, including copyright, shall vest in SE.

In the event that, for any reason whatsoever, the Deliverables shall be considered a "work made for hire" under such copyright laws, then the Customer hereby grants and assigns to SE, and its successors and assigns, all of its right, title and interest in and to the Deliverables including, but not limited to, the copyright therein throughout the world (and any renewal, extension or reversion of copyright now or hereafter provided), and all other rights in the Deliverables of any nature whatsoever, whether now known or hereafter devised including, but not limited to, the right to make such changes in, derivatives of, and uses of the Deliverables as SE may determine.

Customer agrees to assist SE, or its designee, at SE's expense, in every proper way to secure SE's rights in the Deliverables and any copyrights, trademarks, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to SE of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which SE shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to SE and its successors and assigns the sole and exclusive right, title and interest in and to such Deliverables, and any copyrights, patents or other intellectual property rights relating thereto. The covenants set forth herein shall survive termination of this Agreement.

- 8. CONFLICTS IN PROVISIONS.** IN THE EVENT OF A CONFLICT AMONG THE PROVISIONS OF THE MSA AND THIS PROPOSAL WITH RESPECT ONLY TO THE IDENTITY, SCOPE AND NATURE OF THE SERVICES AND PRODUCTS PROVIDED UNDER THIS PROPOSAL, THE PRIORITY OF THE DOCUMENTS SHALL BE (1) THIS PROPOSAL AND (2) THE MSA. IN THE EVENT OF A CONFLICT AMONG THE PROVISIONS OF THE MSA AND THIS PROPOSAL WITH RESPECT TO ALL OTHER MATTERS, THE PRIORITY OF THE DOCUMENTS SHALL BE (1) THE MSA AND (2) THIS PROPOSAL.
- 9. AUTHORITY.** The Customer warrants the person signing this Proposal on behalf of Customer is authorized to do so, and that Customer has obtained all approvals and resolutions necessary to enter into this Proposal, to perform Customer's obligations under this Proposal and the MSA, and to make the Proposal binding upon Customer.
- 10. EXPIRATION OF PROPOSAL.** Unless executed by the parties hereto, this Proposal will expire at the earliest of, (i) thirty (30) days from the date of SE's execution thereof, (ii) the expiration date shown on the signature page of this Proposal or (iii) expiration of any manufacturer's discount included in this Proposal.



2023.95

IN BOARD OF CITY COUNCIL...AUGUST 15, 2023

BE IT ORDERED, that the Finance Director is authorized to create dedicated reserve and pending reallocation reserve accounts for unspent FY23 Capital Improvement Funds, and transfer funds from the FY2023 Budget in the amounts listed below deducting any encumbrances, or if listed as both Dedicated Reserve and Reallocation reserve the dedicated reserve shall be a fixed amount and the reallocation reserve being the balance deducting any encumbrances.

Source	Project	Dedicated Reserve	Pending Reallocation
FY23 CIP	DPW - Sidewalks	\$34,875.78	
FY23 CIP	DPW – RT1 Improvements	\$50,000.00	
FY23 CIP	DPW - Tree Management Plan	\$35,000.00	
FY23 CIP	ENG – River Wall Repair (Mech Park)	\$300,000.00	\$100,000.00
FY23 CIP	ENG – Thatcher Brook Phase III	\$75,000.00	\$112,850.00
FY23 CIP	REC – Rotary Park Complex		\$139,000.00
FY23 CIP	AIR – ADA Building Update		\$15,000.00
FY23 CIP	BFD – Battery Extrication Tool		\$15,729.00
FY23 CIP	CNC – Pedestrian Crossing Signal	\$50,000.00	
FY23 CIP	CNC – Signalized Crosswalk West St.	\$25,000.00	
FY23 CIP	BFD – Rubber Roof Replacement		\$27,097.00
FY23 CIP	CNC – May Field (tree planting)	\$10,000.00	
FY23 CIP	CNC – New Playground Equip	\$100,000.00	
FY23 CIP	EDP – Pearl Point Park	\$50,000.00	
FY23 CIP	ENG – Hill/Main/Water	\$637,012.00	
FY23 CIP	FAC – Community ADA Compliance	\$75,000.00	
FY23 CIP	FAC – DPW Front Door Replacement	\$15,000.00	
FY23 CIP	FAC – 3 Lincoln Communication Stack	\$150,000.00	
FY23 CIP	FAC – DPW Recycle Cardboard Storage	\$15,000.00	
FY23 CIP	FAC – FD Apparatus Floor Resurface	\$18,000.00	
FY23 CIP	REC – Doran Field	\$10,000.00	
FY23 CIP	REC – Pool Beach Septic		\$12,000.00
22001-92111-11552	Comprehensive Plan		\$2,450.00
22001-92111-11801	Downtown Development Commission		\$792.71
22001-92111-12106	Mobile App		\$3,617.29
22002-92112-20801	May Field Upper Drainage		\$12,000.00
22002-92112-21101	Teen Center Improvements		\$942.18
22002-92112-21601	St. Louis Field Improvements		\$2,141.32
22002-92112-21602	Martel Field Improvements		\$3,901.01
22002-92112-21701	Park Improvements/Amenities		\$5,618.65
22002-92112-21803	Rotary Park Improvements		\$15,000.00
22002-92112-21901	Tennis Court Repair		\$2,755.00
22002-92112-21902	Park Benches		\$1,484.00
22002-92112-21904	Park Security Improvements		\$10,000.00
	Totals	\$1,649,887.78	\$482,378.16

BE IT FURTHER ORDERED, that the City Manager be authorized to expend from the above Dedicated Reserves for expenses related to on-going projects in accordance with the Purchasing Code.

BE IT FURTHER ORDERED, that the City Manager be directed to make recommendations no later than

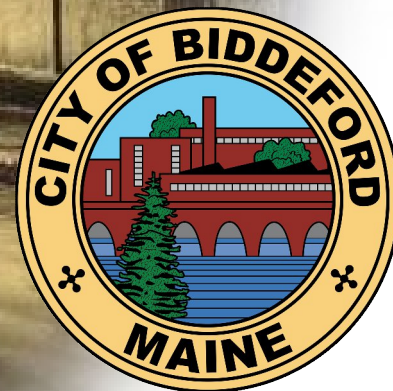
September 30, 2023 from the above Pending Reallocation Reserve for City Council consideration

NOTE: The Finance Committee will consider this item at the August 15, 2023 meeting and vote on the recommendation for approval by the City Council.

CITY OF BIDDEFORD, MAINE

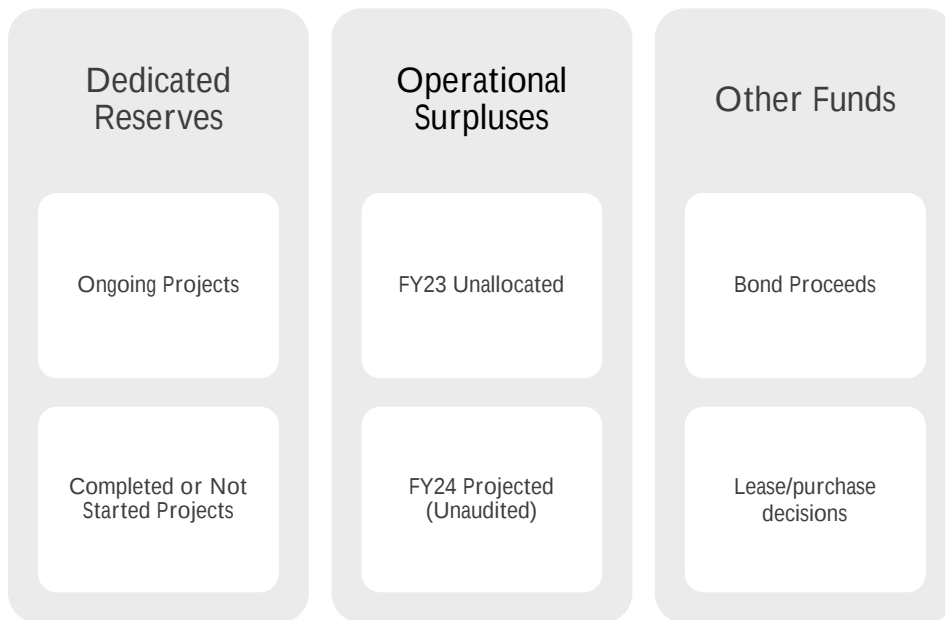
CARRY FORWARD DECISIONS

AUGUST 15, 2023

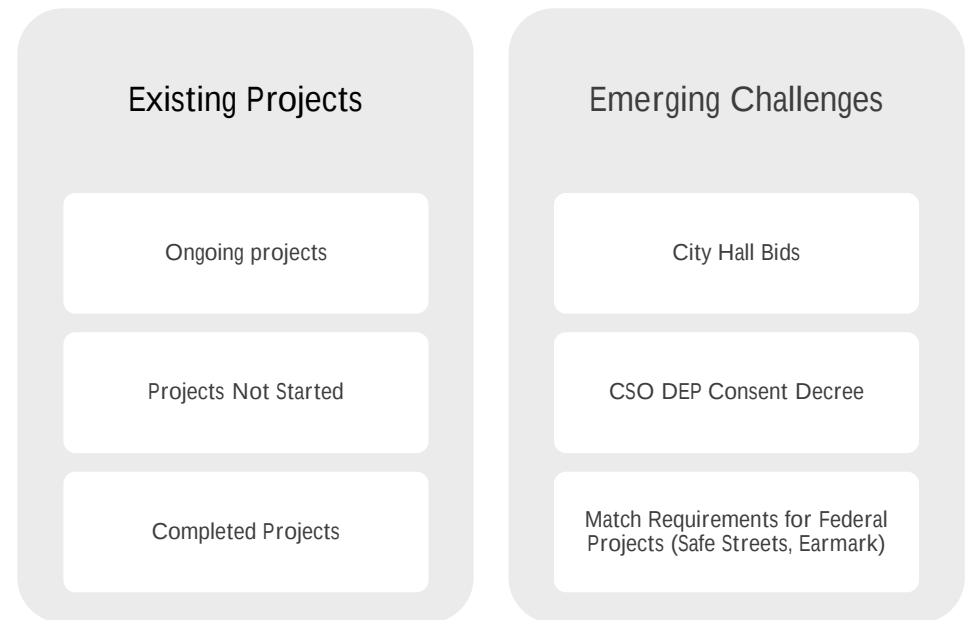


SOURCES OF CAPITAL

Capital Sources (Other Than FY24 GF)

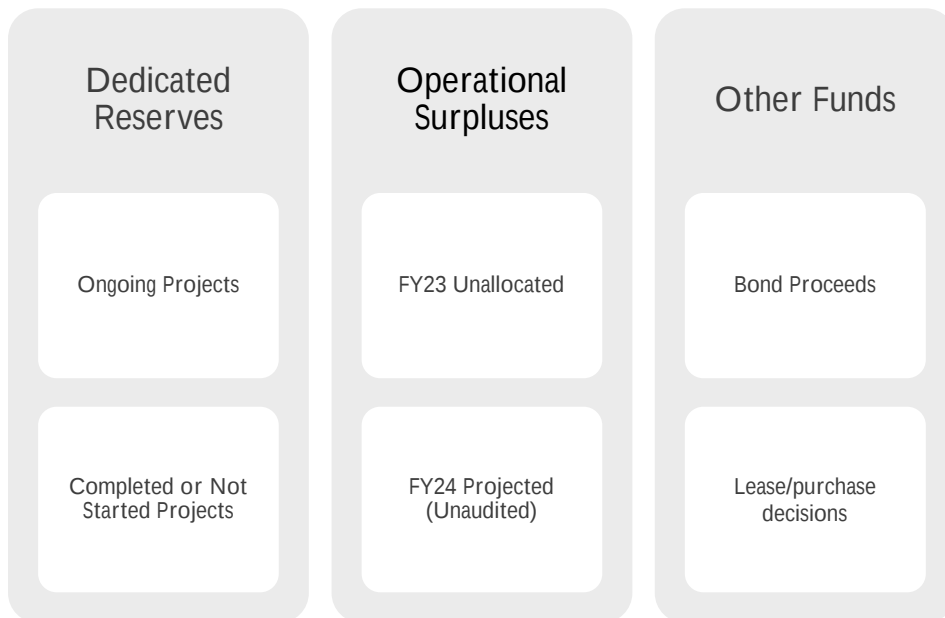


Key Funding Decisions

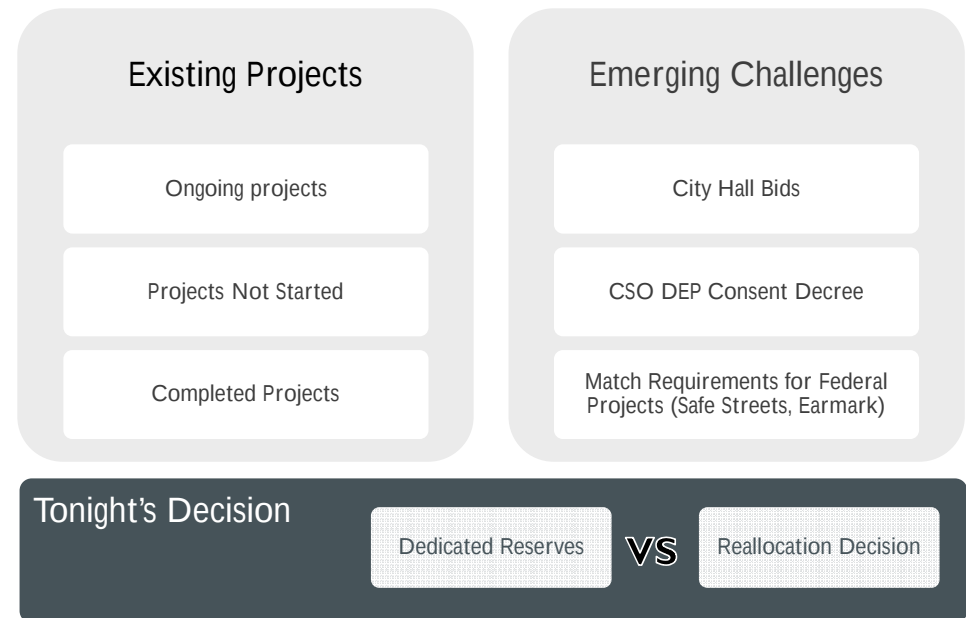


SOURCES OF CAPITAL

Capital Sources (Other Than FY24 GF)



Key Funding Decisions





CITY HALL BIDS

- Bidders that attended pre-bid meeting: 8
- Final Bids Received: 1
- December 2022 Estimate: \$3,200,000
- Base Bid July 2023: \$4,233,583
- Bond available funds: \$3,500,000

Current process

- Evaluating bids, consideration of value engineering process
- Decide on acceptance of bid or to seek new bids

SUGGESTED STEPS

