

City of Biddeford
Finance Committee
March 21, 2023 5:00 PM Council Chambers & Zoom

Please click this URL to join:

<https://biddeford.zoom.us/j/95289635943>

Or One tap mobile:

+13126266799,,95289635943# US (Chicago)

+16465588656,,95289635943# US (New York)

Or join by phone:

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

US: +1 312 626 6799 or +1 646 558 8656 or +1 646 931 3860

Webinar ID: 952 8963 5943

International numbers available: <https://biddeford.zoom.us/u/awr6VVOBd>

Status:

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. Minutes
[3-7-2023 Finance Committee Minutes.docx](#)
- 3. Signing of the expenditure warrant**
- 4. Discussion/Approval**
 - 4.1. Approval: LifeWorks application
[LifeWorks Brief 3-2023.docx](#)
[lifeworks.pdf](#)
 - 4.2. Approval: UPS replace/refresh
[Finance Council request UPS.docx](#)
[Custom Networks.pdf](#)
[ups full quote.pdf](#)
[GreyBar.pdf](#)
[SystemsAPC refresh.pdf](#)
- 5. Other Business**
- 6. Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
February 7, 2023

The meeting was called to order at 5:00p.m. by Mayor Casavant .

Present: Councilor Norm Belanger; Mayor Alan Casavant; Councilor William Emhiser; City Manager James Bennett; and Finance Director Nichole Wood;

Councilor Marc Lessard arrived at 5:03pm

Approval of Minutes of January 10, 2023

Motion by Councilor Emhiser, seconded by Mayor Casavant 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: Strategic Talent Management

Discussion: City Manager Bennett presented this item. Councilor Belanger clarified the amount that he was looking for approval. Councilor Lessard asked if this was a current position. Discussion on the market/inflation. Concerns about the cost. Councilor Belanger asked that the second piece is unclear as to the limit – how much coaching will be required? Can we do this as a not-to-exceed. City Manager Bennet explained that until the initial assessment is completed, we won't know how much additional cost will be. He feels comfortable that the second half would be no more than \$10,000. Councilor Lessard recommends that we go in tranches of \$10K, where we get updates with each additional ask.

Motion by Councilor Emhiser to approve the initial assessment of \$10K and an additional up to \$10K. Second by Lessard.

Vote: unanimous

Motion carries

4.2 Recommendation: Horrigan's Court Storage Tank

Discussion: Jeff Demers, Public Works Director presented this. He explained the history of working with DEP on where the catch basins are placed and how much we still have going through

the Combined Sewer System. Horrigan's Court is one of the biggest areas where there is combined sewer. DEP wanted us to put holding tanks throughout the city. We put them off by doing some construction and giving them good data on how much we have been able to take out of the system. DEP was adamant that a holding tank would go in at Horrigan's Court. When all the data was collected, it looks like a 100,000 gallon holding tank would reduce the overflow to the river.

This would save on the remobilization because the work is already in progress for the box culvert. This shows DEP that we are serious about the CSOs, but also that the strategy we have put together were really true, that we can take care of some of the flow by eliminating catch basins. We may still need to put in a few more holding tanks.

Emhiser: Where is the trade off between putting in a holding tank vs. doing more separation work. Mr. Demers replied that we have done all the "easy" separation work, and what is left is the more complicated, longer lines.

Lessard: Is the 100,000 gallons sized for today, or sized for 2050. This 100K gallons will give us the ability to add another 100K tank once the Diamond Match property comes online. Lessard: could we fit a 200K tank on that property? No, not on that property. How big of a tank could we fit on the property? What is the additional cost per an additional 10K gallons? Does it make sense to make it slightly bigger for an incremental cost? Would like an update on how big of a tank we can get in the space.

Emhiser: will we have the right to have access to the holding tank, once we transfer the property? Yes, we will.

Motion by Councilor Lessard, second Councilor Emhiser by to recommend to council that a storage tank be added at Horrigan's Court.

Vote: unanimous
Motion carries

4.3 Approval: Community Center Gym Door Replacements

Discussion: Carl Walsh, Recreation Director presented this item. Doors do not meet code, and are not very functional.

Motion by Councilor Emhiser, second by Mayor Casavant to approve.

Vote: unanimous
Motion carries

4.4 Approval: HVAC at Community Center

Discussion: Carl Walsh, Recreation Director presented this item.

Lessard: Total of orders for community center is about \$70K, and thinks we need to have a conversation about what we are doing with the building before we sink more money into the building. Belanger: In the long-run, continuing to fix the building doesn't make sense. But we don't have access to JFK for at least two years.

Lessard: without the heating units, is there a chance that there would be freezing pipes? If those units aren't operational are there other work arounds that will keep the building operational. Walsh: these units are both heat and AC. Everyone knows the issues that the building has with the heading system. A week or so ago there was an issue where the boilers were down.

Motion by Councilor Emhiser to approve second by Mayor Casavant.

Vote: Emhiser, Casavant for; Lessard, Belanger against
Motion does not carry for lack of majority

Lessard: would not be opposed to send to council with the knowledge that it did not pass finance committee.

Motion by Councilor Lessard, second by Councilor Emhiser to pass on the council

Vote: Unanimous
Motion carries

4.5 Riverwalk permitting and bid package

Discussion: COO Brian Phinney presented this item. Approval of an amendment to the current contract with Wright Pierce to update the plans to get those out to bid. Permit from state to get in the river in July.

Emhiser: Can we really do this all for \$3M? We won't know until we go out to bid, but everyone is pretty comfortable that we can do it for the \$3M. There won't be a lot of ADA construction that we need to do to be in compliance.

Motion by Lessard, second by Emhiser

Vote: Unanimous
Motion Carries

Other Business
None

Adjournment

Motion by Marc, seconded Bill by to adjourn.

Vote: unanimous.

Motions carries.

Adjourned at 5:48 pm



Finance Committee

Meeting Date: March 21, 2023
Meeting Time: 5pm
Agenda Item No: 4.1
Item Description: LifeWorks Wellness and Employee Assistance App
Submitted by: Diana DePaolo, Human Resources Director

Supporting Information/Documentation: see attached proposal and agreement

Key Terms:

N/A

Executive Summary:

The City needs a robust tool to increase and assist with employee wellness with a proven track record and data to support its success. The LifeWorks app provides a huge array of services in a user friendly app to keep employees engaged. The immediately available mental health counseling is a critical service that our employees, particularly first responders, need access to.

Detailed Review:

For the past several months, the HR Staff have been researching a way to improve the "Employee Assistance Program" currently offered by the City. We have consistently heard from staff that the current EAP offers little to no value or assistance. Additionally, there is a large body of research showing that traditional EAPs are not even close to hitting the mark of the needs of the current workforce.

In addition to the stressors of covid and the economy, the City employs first responders. Their mental health needs must be addressed quickly and seriously when reported. Maine offers limited professionals who specialize in First Responder mental health issues.

The answer to these issues is to move away from our traditional EAP and provide all of our employees and their dependents with an app that can meet many needs, particularly mental health needs. LifeWorks offers 365/24/7 counseling access. This app in particular takes the mental health of first responders seriously, citing:

"LifeWorks has many clients that fit into all categories of a first responder and we are familiar with the unique circumstances of working as a first responder. All our care center

staff, regardless of roles, are trained on the unique circumstances of working as a first responders. All of our counselors receive a number of online training resources that have been created and delivered by first responders during their on-boarding process before being allowed to support our clients.”

There are many other benefits to this app such as tools for stress management, healthy eating, physical wellness, legal resources, and parenting resources all delivered in user friendly ways with self-led courses, professional assistance, and employee competitions.

Funding Source:

\$11,190/year; in FY 2024 will save \$4,923 by not re-enrolling in our current EAP so the additional cost would be \$6,267

Staff Recommendation:

Terminate current contract (which goes through 2023) with Anthem EAP and implement LifeWorks app



City of Biddeford

Modern Employee Assistance Program Proposal

Alyssa Chafe
Director, Business Development
T: 712-310-3394
Alyssa.chafe@LifeWorks.com

Executive Summary

LifeWorks would like to thank City of Biddeford for the opportunity to propose a modern and robust Employee Assistance Program to cover the diverse needs of your employees and their family members. We recognize the distinctive needs of your industry and as an organization, we've been privileged to provide employee assistance services to like-clients for over 50 years. Our philosophy provides more robust, modernized approach to EAP. We are honored to share with you a program that ensures your employees the clinical excellence, expansive services and innovative wellbeing technology for an engaging and comprehensive employee experience.

Why LifeWorks?

We live and work in an age that is increasingly fast-paced, and we have welcomed this on-demand economy with open arms into both our personal and professional spaces, striving to get more done in the now. As we seek out convenience, this same phenomenon is changing the way we work, driven further by information intensity and the desire to share and collaborate.

LifeWorks has redefined the wellbeing sector by delivering the only unified Total Wellbeing Solution that people love to use. Its mobile-first user experience and anytime, anywhere support services drive improvements to employee wellbeing and increase productivity. The LifeWorks solution features a modern EAP, self-guided digital tools, a personalized wellbeing news feed, perks & savings, and wellness resources to support the four pillars of wellbeing – mental, physical, social and financial.

LifeWorks – A Committed Partner

We have a long history of working with organizations similar in scope to City of Biddeford and are committed to collaborating with you to create a program that both streamlines program administration and provides a best-in-class user experience to engage your employees and their family members. Through our partnership approach we look forward to providing:

- An innovative and enhanced EAP that goes beyond the standard EAP benefit with engaging digital tools, easy to access services and a personalized employee experience.
- A consultative partnership approach that provides best-practices, creative promotion strategies and hands-on account management to launch a rebranded, enhanced EAP program that boasts more employee engagement, more often.
- An experienced provider with an expansive clinical network, robust clinical services and innovative program and technology design to provide employees support to meet their needs across the entire mental health spectrum

Clinical Excellence

For more than 40 years, LifeWorks has been recognized as a best-in-class EAP provider and industry leader in innovative well-being solutions. We are the only accredited global EAP, certified by the Council on Accreditation (COA), which is the only EAP industry-specific accreditation available anywhere in the world. Developed with EASNA (The Employee Assistance Society of North America), the COA program of quality improvement is designed to identify providers that have set high performance standards for themselves, specifically in the provision of EAP services.

LifeWorks is the only accredited global EAP, certified by the Council on Accreditation.

Consultative Account Management

City of Biddeford will have a designated LifeWorks Customer Success Manager (CSM) assigned who will serve as the main point of contact for key relationship management services such as reporting, review meetings, strategic oversight, best practice consulting, communication and promotion, and quality assurance. In every phase of your program, from defining objectives, strategizing communication plans, reviewing employee data, and analyzing industry trends, your CSM becomes an extension of your team, focused on delivering high quality service through our well-being program. LifeWorks' CSMs know how to help drive utilization, engagement and build program success. Their dedication and enthusiasm are exemplified through extremely high customer satisfaction ratings and referrals.

Easily Accessible Services with Multiple Modalities

LifeWorks provides support 24 hours a day, seven days a week in ways that are convenient and comfortable for your employees. If needed, callers to our Care Access Centers can receive immediate 24/7/365 live help from a master's level clinician and constant access to the EAP is assured through the following modalities:

- In-person support
- Telephonic support
- First chat (Instant messaging)
- Video-based support
- Digital Self-guided CBT-based Programs

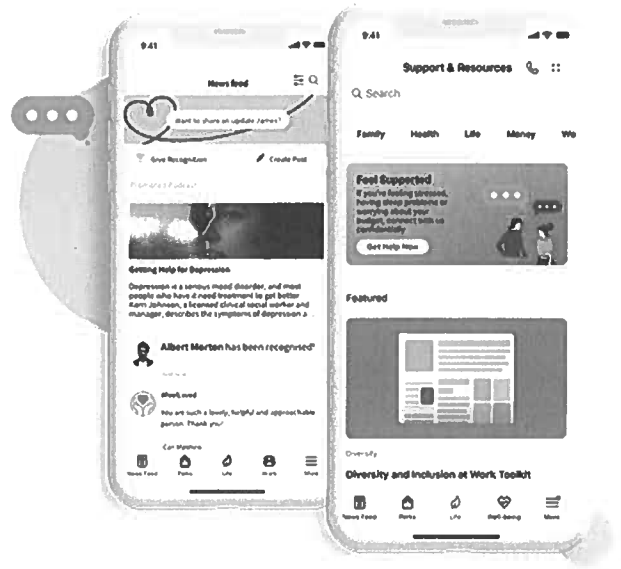
Regardless of modality, the professionals servicing the individual will have the same high level of qualifications with additional specialized training for the modality offered.

Lifeworks Technology – Combining Digital Experience with Clinical Support

While our traditional EAP services provide a solid clinical foundation for employee experience, we understand that the way in which workforces operate is rapidly changing. That is why we continually leverage technology to maximize our ability to reach employees no matter their need or where they are located.

The LifeWorks Platform – Driving Participation:

LifeWorks leverages simple, fun and attractive mobile app technology that significantly differentiates our program from our competitors. Participants are eager to download the app and sign on to the platform. User information received during implementation allows us to send personalized reminders to each participant, encouraging registration and engagement. Platform features such as the wellbeing newsfeed and Perks & Savings drive participants back into the app on a regular basis to engage with company culture and news, access their personalized content, and take advantage of new savings around life events. These features, along with push notifications, drive participation and utilization by regularly engaging employees and keeping the LifeWorks program and well-being topics top of mind.



CareNow – Digital Clinical Programs: Our technology is equipped to meet employees' wellbeing needs, at their own pace, with our expertly created digital, self-guided programs. CareNow, housed within the LifeWorks platform, provides the foundation of LifeWorks digital clinical services. CareNow specializes in self-help resources developed by our internal subject-matter experts and designed by our consumer app experts. The self-guided care solutions cover a variety of topics such as meditation, anxiety, stress, communication, work-life balance grief, separation/divorce, tobacco cessation and more, giving participants the flexibility to seek the help they need at a time that is convenient to them, at their own pace and in an easy to navigate platform providing a market leading user experience.

Total Well-Being Index – Knowing Your Employee Population: Designed to help organizations gain insights into how they can better support employees to build more resiliency, the Total Well-being Index (TWI) uses predictive analytics to assess the health, productivity and engagement of an individual and the organization by measuring the wellbeing of each individual in 4 key areas: Mental, Physical, Financial and Social. TWI maximizes the value of LifeWorks for all employees by offering a personalized, data-driven action plan for each user once they complete the assessment.

By using innovative technology features to promote regular interaction with program, we lay the groundwork for participation with interactive content and our digital clinical programs - ultimately providing sustained behavior change, normalized help-seeking behavior and better health outcomes for all.

Thank You

We appreciate this opportunity to potentially build a partnership with City of Biddeford and hope our response demonstrates our unique ability to provide you with a comprehensive global emotional and mental health program, deeper employee engagement and a technology that can grow and adapt with you and your employees.

Innovation is in our DNA. We are committed to developing our services and technology to support and drive a holistic approach to employee wellbeing and a more modernized employee assistance program through an engaging and easy-to-use platform. As you take your next steps in your pursuit for an enhanced employee assistance program, we would be honored to be your strategic partner in bringing forward this innovative model of collaborative mental health. We look forward to speaking with you more about our proposal and how we can provide the exceptional service you and your employees expect.

LifeWorks empowers people by supporting their wellbeing. We're there for people at the most critical moments in their lives: when a child arrives, when buying a house, when a partner gets ill, during a crisis. We are there when it matters.





Wellness Add-ons

LifeWorks' wellness add-ons give Eligible Users access to a comprehensive array of health and wellness resources and programming designed to support users in achieving positive outcomes through the Wellbeing Platform. Depending on the wellness add-on that has been selected, Eligible Users may have access to corporate and personal challenges, progress-based incentives, self-directed online programs, telephonic health coaching and more. The Sponsoring Organization has elected to purchase the following wellness add-on package (which shall be considered Wellbeing Platform Services under the Agreement) as part of its Services:

Wellness Gold	Features
	Platform Challenges
	Wearable Integration
	Chat feature for Virtual Fitness Program (powered by Lift Session)
	Base Reporting
	Snackable Content
	Incentives (Perks)
	Tiers / Points
	Telephonic Health and Wellness Coaching
	TWI Advanced Analytics (1 report per contract year) ¹
	Automated fitness challenge (1 per contract year) ²
	Client funded rewards ³
	Digital Health Coaching
	LIFT Session global challenge

¹ The Total Wellbeing Index advanced analytics report (the "**TWI Report**") is a comprehensive picture of an organization's total health. The TWI Report may include (but is not limited to) such information as the total wellbeing score, participation, individual pillar scores (mental pillar, physical pillar, financial pillar, social pillar), sub-pillar scores (e.g. burnout, coping, lifestyle habits, sleep, etc.), benchmarks, distribution of risk and productivity index. The TWI Report and TWA services do not include any customized inclusions within the TWI Report or the TWA (including but not limited to the addition or removal of standard questions, modifications of user recommendations or the inclusion of customized recommendations or interventions for Eligible Users). Any requests for customized assessments as part of the TWI Report will need to be addressed separately through an amendment to the Agreement and any such requests may be subject to additional Fees to be agreed upon by the parties in writing.

The TWI Report is derived from the aggregated responses Eligible Users provide when completing the Total Wellbeing Assessment ("**TWA**") in the Wellbeing Platform. The timing of the TWA promotion period shall be agreed upon by the Sponsoring Organization and LifeWorks during implementation and once such period has been agreed upon, the TWA shall be completed within such defined period (which will be set by the Sponsoring Organization within their administrator panel in the Wellbeing Platform).

In order to deliver the TWI Report, Eligible Users are required to create individual accounts on the Wellbeing Platform. The TWI Report shall be provided once per contract year after the TWA promotion period has ended. The TWI Report shall be delivered by LifeWorks in a PDF format within 6 weeks of the completion of the TWA promotion period. If the Sponsoring Organization requires an extension of their TWA promotion period, LifeWorks must be notified immediately to avoid any impacts to generating the TWI Report.

The completion status of the TWA can be supplied via a client funded reward report prepared by LifeWorks, provided that Eligible Users have consented to the sharing of their completion status. In order to receive the completion status, the Sponsoring Organization must notify LifeWorks at time of implementation that this is a requirement to ensure the proper consents are activated in line with the promotion period for the TWA.

To maintain the personal confidentiality of users within the system, all reporting will be aggregate. A minimum threshold of 30 users is required in order to report results overall as well as by demographic or other category.

² Fitness challenges are delivered by LIFT Session, a subcontractor of LifeWorks. The automated fitness challenges are based on automated fitness programs and pre-recorded fitness sessions within the LIFT platform and mobile application. Challenges may be individual or team based. Eligible Users earn and accumulate points within the LIFT platform and mobile application for completed sessions, which will dictate the Eligible User's placement on the leaderboard available on the LIFT platform and mobile application. The challenge will be on-going for a 1-month period unless otherwise agreed by LifeWorks and Sponsoring Organization. Sponsoring Organization shall be responsible for determining all operational matters relating to the length of the challenge and the communications to their Eligible Users as well as their internal promotion of the challenge to secure satisfactory participation rates.

LifeWorks reserves the right to terminate the provision of the automated fitness challenge immediately upon written notice to Sponsoring Organization in the event that its relationship with any of its material subcontractors involved in the provision of these services terminates.

³ The issuance of a client funded reward report prepared by LifeWorks requires that Eligible Users have consented to the sharing of their information with the Sponsoring Organization. The frequency with which the report will be issued, which will not be more than once per month, shall be agreed upon between the Sponsoring Organization and LifeWorks



134 North LaSalle Street
Suite 2200
Chicago, IL 60602

WELLBEING SERVICES AGREEMENT ORDER FORM (USA)

Sponsoring Organization Order No.: Q-57494
Initial Term: 36 Months
Territory: United States
Currency: \$/USD

Sponsoring Organization Information				
Sponsoring Organization Legal Name	Entity Type	Jurisdiction of Formation	Registration Number	
Sponsoring Organization Service Contact	Phone No.	e-mail diana.depaulo@biddefordmaine.org		
Sponsoring Organization BILLING Address (please insert full and complete mailing address including applicable postal codes and county)				
Sponsoring Organization NOTICE Address – if different from billing address above (please insert full and complete mailing address including applicable postal codes and county) (optional)				
Standard Service Package* (check all that apply)	Budgeted Utilization Rate (BUR)	Unit Price	Minimum Quantity	Estimated Recurring Fees & Invoice Frequency
☒ Essential Wellbeing ☐ LifeWorks Learning Value Add-On ☐ WSP Value Add-On ☐ CI Value Add-On ☒ Wellness Add-on ☒ Gold ☐ Silver ☐ Bronze ☐ Recognition Add-on ☐ TWI Advanced Analytics Add-on ☐ Telemedicine Services	2.5%	\$3.73 per Direct Eligible User per month	250 (# of current Direct Eligible Users)	\$2797.50 per invoice, Quarterly invoicing
California EAP	Non-Territorial EAP	Session Model*		Website
☐ Yes _____ ☒ No	☐ Yes ☒ No	Clinically Appropriate Session Model		www.LifeWorks.com
Effective Date	Summary of Estimated Totals (not including Ancillary Services)			Total
May 1, 2023	Total Estimated Implementation Fees			Waived
	Total Estimated Annual Contract Value (recurring Fees)			\$11,190.00 per year
Ancillary Services (check all that apply)				
☐ LifeWorks Learning Services ☐ Workplace Support Programs (WSP) Services ☐ Critical Incident Support Management (CI) Services ☐ CoachNow Services ☐ LifeWorks Fitness ☐ Onsite Counseling ☐ AbilitiCBT				
Affiliates or Associated Legal Entities Receiving Services				

All prices on this Order Form are exclusive of all Taxes

* See Services Schedule for more details

This Agreement to sponsor Services for Sponsoring Organization's Eligible Users is being entered into between you, as the Sponsoring Organization defined above, and the LifeWorks party identified in the signature block below. This Order Form, together with the Standard Terms and Conditions, and any schedules, exhibits, attachments, annexes and appendices shall collectively constitute the Agreement between the parties. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date written above.

LIFEWORKS

LifeWorks (US) Ltd., a Delaware corporation

Per: _____

Name: _____

Title: _____

I have the authority to bind LifeWorks

Per: _____

Name: **Diana DePaolo**

Title: _____

I have the authority to bind the Sponsoring Organization



STANDARD TERMS & CONDITIONS (USA)

In this Agreement the LifeWorks entity identified on the Order Form is referred to as “LifeWorks” and the Sponsoring Organization identified on the Order Form is referred to as “Sponsoring Organization.” Each party may also be referred to as a “Party” or collectively as the “Parties”.

Section 1. Defined Terms.

Defined Term	Definition
Administrator	Any individuals that the Sponsoring Organization elects, in its sole discretion, to grant access to its Administrator Account
Affiliate	With respect to any person, an Affiliate means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, that person
Agreement	The Order Form, these Standard Terms & Conditions, and any other schedules, addendums, or exhibits
Ancillary Services	Those Services agreed between the parties which have been selected as applicable services on the Order Form; these services shall be subject to additional fees in accordance with Section 3.1 and shall be subject to additional terms as set out in Section 2.8
App	The LifeWorks mobile application available for download from third party mobile application stores or from the LifeWorks Website
Budgeted Utilization Rate (BUR)	The estimated annual Utilization Rate reflected on the Order Form which is based on the Sponsoring Organization's historical Utilization Rate or, if Sponsoring Organization is a new client, the Utilization Rate of a comparable client
Business Day	Any day other than a Saturday, Sunday or statutory holiday in the jurisdiction in which this Agreement is governed.
Case	The use of EAP Services by Eligible Users for a presenting issue related to a topic identified on the Services Schedule
Direct Eligible User	An employee or other sponsored member of Sponsoring Organization who has the primary direct relationship with Sponsoring Organization. Sponsoring Organization is ultimately responsible for determining who is a Direct Eligible User and, if required in this Agreement, for disclosing that information to LifeWorks
EAP Services	The counseling services categorized as such on the Services Schedule
Effective Date	The effective date set out on the Order Form
Eligible User Documentation	The Privacy Policy, Privacy Policy for the European Union and United Kingdom, Mobile Applications Privacy Policy, Cookie Policy, and User Terms, each as amended from time to time, available on the Website or through the App
Eligible Users	Collectively, Direct Eligible Users and Indirect Eligible Users
Indirect Eligible User	The spouses, domestic partners, lineal decedents or antecedents, or household dependents, whose relationship with Sponsoring Organization is solely through one of Sponsoring Organization's Direct Eligible Users
Initial Term	The initial term set out on Order Form
Intellectual Property	All patent rights, moral rights, copyrights, software code, source code, applications, tools, digital content, service marks, trademarks, registered and unregistered designs, rights in databases, trade secrets and other intellectual property

Life Content Library	A library of digital wellbeing content that provides Eligible Users with access to LifeWorks' standard array of fitness support and other activity resources such as virtual workouts
Minimum Quantity	The number of Direct Eligible Users set out on the Order Form
Personal Information	Information about an identifiable individual which is protected by any applicable privacy or data protection law, statute, or regulation applicable to such individual in the Territory
Services	Collectively, EAP Services, and Wellbeing Platform Services, as well as any Ancillary Services being contracted for hereunder, each as applicable
Territory	The territory where Services are based, set out on the Order Form
Unit Price	The unit price for Services set out on the Order Form, which may be adjusted as provided herein
User List	File provided by Sponsoring Organization to LifeWorks that includes information required by LifeWorks to provide the Services (e.g., employee name, ID number, email address, country code and grouping information (where applicable)) in a format acceptable to LifeWorks
Utilization Rate	A percentage rate measured over a defined time period, calculated as the number of Cases delivered during such time period divided by the Sponsoring Organization's average monthly population of Direct Eligible Users during such time period
Website	The website listed on the Order Form and all subdomains thereof as well as any other future domains through which LifeWorks makes the Services available
Wellbeing Platform	The digital environment on which the Wellbeing Platform Services are provided
Wellbeing Platform Services	The Services available through the Website and App that are categorized as such on the Services Schedule

Section 2. Services.

2.1. Performance of Services. LifeWorks shall be responsible for providing the Services specified on the Order Form and in any applicable Schedule to Sponsoring Organization's Eligible Users. LifeWorks may, in LifeWorks' sole discretion, subcontract any of the Services to LifeWorks' Affiliates or to LifeWorks' network of local affiliate counselors (as independent contractors). LifeWorks relies on a variety of third-party digital content providers and LifeWorks' global business partners where applicable to provide the Wellbeing Platform Services. Notwithstanding the foregoing, as between LifeWorks and Sponsoring Organization, LifeWorks shall be responsible for the Services performed by any such third parties as if LifeWorks performed those Services subject to the terms and conditions set out in this Agreement.

2.2. Location of Eligible Users.

(a) **Territorial Eligible Users.** LifeWorks' Services are based in the Territory, which is a jurisdiction or geographic location where LifeWorks agrees that LifeWorks is in compliance with applicable data storage laws for individual persons within that Territory. This Agreement assumes that Eligible Users are residents of the Territory and are using the Services from within the Territory (“**Territorial Eligible Users**”). Notwithstanding the foregoing, LifeWorks accepts that LifeWorks' Services may be accessed from outside the Territory by Eligible Users who are travelling or who are temporarily (less than 6 months in any 12-



month period) based outside the Territory. In those cases, LifeWorks expects Sponsoring Organization's Eligible Users to access LifeWorks' EAP Services telephonically and Sponsoring Organization acknowledges that the Wellbeing Platform Services may not be fully accessible outside the Territory (for example, certain retail offers may not be available to Territorial Eligible Users who are accessing the Wellbeing Platform Services from outside the Territory).

(b) **Non-Territorial Eligible Users.** Unless otherwise stated in this Agreement, if Sponsoring Organization wishes to sponsor Services for Direct Eligible Users who permanently reside outside of the Territory or who desire to use or access the Services primarily from outside the Territory ("**Non-Territorial Eligible Users**"), the Parties shall separately address the Services available to such Non-Territorial Eligible Users, as well as any other specific terms and conditions applicable to such Non-Territorial Eligible Users, in the **Non-Territorial Eligible Users Exhibit**, which may include session limits, service delivery modalities and pricing that differ from comparable Services applicable to Territorial Eligible Users. In the absence of any other agreement between the Parties, global Services for multinational Sponsoring Organizations will be addressed in one or more addendums to the **Non-Territorial Eligible Users Exhibit**. Unless otherwise set forth in the **Non-Territorial Eligible Users Exhibit**, or if no such Schedule is included in this Agreement, Sponsoring Organization acknowledges that LifeWorks is not obligated to provide any Services outside of the Territory.

(c) **California EAP Services.** Notwithstanding any other provision in this Agreement, Sponsoring Organization must inform LifeWorks in writing if any of Sponsoring Organization's Eligible Users reside in or expect to receive any EAP Services in California. LifeWorks has no obligation to provide any EAP Services in California until the Parties have complied with applicable California laws.

2.3. Minimum Age of Eligible Users; Valid Legal Consent Requirement. Except as otherwise restricted or required by locally applicable law, Eligible Users must be legally eligible to independently use the EAP Services and must otherwise legally be able to independently accept and comply with the eligibility requirements set forth in the Eligible User Documentation to access the Wellbeing Platform Services. If Eligible Users are not legally eligible to independently use the Services, such Eligible Users may only use or access the Services with the consent of a parent or other legal guardian capable of providing legally acceptable consent.

2.4. Nature of LifeWorks' Relationship with Sponsoring Organization's Eligible Users. Due to the sensitive nature of the Services LifeWorks provides, Sponsoring Organization acknowledges that LifeWorks has the right to communicate directly and privately with Eligible Users as necessary to provide the Services to Eligible Users. The relationship between Sponsoring Organization's Eligible Users and LifeWorks will remain confidential in the absence of an Eligible User's consent to release information about the Eligible User and LifeWorks shall be under no obligation to disclose any Personal Information LifeWorks possesses about Sponsoring Organization's Eligible Users to Sponsoring Organization, even if that information might be beneficial to Sponsoring Organization.

2.5. Changes to Services, Supplemental Services; Amendments. LifeWorks reserves the right to make changes to the Services (including, but not limited to, upgrades, EAP Services delivery protocols or the features and services available on LifeWorks' Wellbeing Platform including the specific inclusion or exclusion of retailers in LifeWorks' Perks & Savings Services), or to other aspects of the Services that affect LifeWorks' customers generally and that are reasonable and necessary to LifeWorks' business operations; *provided, however*, that if a change is made to Sponsoring Organization's Services that Sponsoring Organization reasonably and in good faith determines to substantially degrade the value of the Services Sponsoring Organization contracted for under this Agreement, then Sponsoring Organization may terminate this Agreement as if LifeWorks had materially breached this Agreement pursuant to the procedures set forth in **Section 4.2(b)** of these Standard Terms & Conditions. LifeWorks shall have the opportunity to cure LifeWorks' deemed breach or show that the changes LifeWorks made did not substantially degrade the value of the Services Sponsoring Organization contracted for under this Agreement. Notwithstanding the foregoing, the Parties may enter into amendments, addendums or other

modifications at any time provided that such modification is set forth in writing signed by both Parties.

2.6. Responsibility for Eligible Users Using the Wellbeing Platform Services. Sponsoring Organization acknowledges that, as between the Parties, Sponsoring Organization is in a better position to restrict access to the Wellbeing Platform Services and to manage and discipline Sponsoring Organization's Eligible Users who abuse the Wellbeing Platform Services or breach the terms and conditions in the Eligible User Documentation. By sponsoring the Wellbeing Platform Services Sponsoring Organization shall be responsible for and agrees to hold harmless and indemnify LifeWorks from any loss, damage, cost or expense (including reasonable legal fees and expenses) suffered, incurred or paid by LifeWorks arising from or relating to: (a) illegal, discriminatory, harassing, libelous, slanderous, or other legally offensive content posted on the Wellbeing Platform by Sponsoring Organization's Direct Eligible Users ("**User Content**"), and (b) illegal, criminal, or fraudulent activity (perpetrated against LifeWorks or any of LifeWorks' affiliates, contractors or vendors) by Sponsoring Organization's Direct Eligible Users ("**User Activity**"). LifeWorks does not monitor or moderate User Content or User Activity and LifeWorks hereby disclaims any responsibility or liability to Sponsoring Organization for any User Content or User Activity.

2.7. Unauthorized Access to Sponsoring Organization's Services. Sponsoring Organization shall use reasonable efforts to prevent unauthorized persons from accessing or using the Services and Sponsoring Organization must notify LifeWorks promptly if Sponsoring Organization becomes aware of any unauthorized access to or use of the Services; *provided, however*, that this paragraph does not limit LifeWorks' responsibility to maintain and enforce the security features LifeWorks uses to prevent unauthorized persons from accessing or using the Services.

2.8. Ancillary Services. If Sponsoring Organization has elected to receive any Ancillary Services (as set out on the Order Form) such Ancillary Services shall be considered "Services" under this Agreement and the additional terms and conditions applicable to such Ancillary Services that are included in the **Ancillary Services Schedule** attached hereto shall apply.

Section 3. Fees; Taxes.

3.1. Calculation of Fees. Sponsoring Organization shall pay the fees equal to the Unit Price multiplied by the Minimum Quantity of Direct Eligible Users (or Sponsoring Organization's actual Direct Eligible User population as updated (the "**Fees**"). Fees do not include any applicable Federal, Provincial, State or jurisdictional taxes or levies, or any other sales tax, VAT, or GST, as applicable.

If the Sponsoring Organization has elected to purchase any Ancillary Services, such Ancillary Services will be provided at an additional cost beyond the price that is set out in the Order Form. The fees for such Ancillary Services shall be as set out in the schedules that describe the applicable Ancillary Service in the **Ancillary Services Schedule** attached hereto, and all such fees shall be considered "Fees" for purposes of this Agreement.

If other rates apply to any part of Sponsoring Organization's user population, such as a different Unit Price per Non-Territorial Eligible User, such rates are described in and calculated in the manner set forth on the **Non-Territorial Eligible Users Exhibit** and any amounts payable thereunder constitute Fees for purposes of this Agreement. The Parties acknowledge and agree that the fees set out on the Order Form are an estimate and that the actual Fees may vary according to the Sponsoring Organization's population of Direct Eligible Users.

3.2. Incurring Fees. Sponsoring Organization shall not begin to incur Fees until the earlier of (a) the first day LifeWorks actually begins to perform Services for Direct Eligible Users, or (b) the first day of the calendar month immediately following the date on which LifeWorks has completed all of LifeWorks' implementation or onboarding activities, even if Sponsoring Organization has not communicated that the Services are available to Sponsoring Organization's Eligible Users or (where applicable) provided LifeWorks with an User List (through no fault of LifeWorks), in which case LifeWorks shall use the Minimum Quantity to calculate Sponsoring Organization's Fees.



Finance Committee

Meeting Date: 3/21/2023

Meeting Time: 5:30

Agenda Item No: 4.2

Item Description: UPS Refresh

Submitted by: Jerry Gerlach, IT Administrator

Supporting Information/Documentation:

1. Greybar quote
2. Custom Networks quote
3. Systems Engineering quote
4. Full replacement quote

Key Terms:

N/A

Executive Summary:

- UPS in the data center needs replacement/refresh
- Three quotes have been included
- Option 1 Full replacement = \$21,053.00
- Option 2 Refresh core components = \$8,153.00

Detailed Review:

We have a UPS in the data center located in the Police Department. This unit keeps power to our servers in the event of a power failure. Once the generator is up and running, power is then obtained from the generator. This unit is 5 years old and due for a replacement or refresh. We can replace the entire unit for \$21,053.00. The UPS is also eligible for a one-time refresh. This would replace all core components and allow us another 5 years of use. I have included three quotes from APC authorized vendors for the refresh and one quote for a full replacement.

Funding Source:

\$8,153.00 Funded from 21107-60501

Staff Recommendation:

Staff recommends refreshing core components and awarding to Custom Networks. Custom Networks came in the lowest, and are a reputable company.

Custom Networks, Inc.

66 Tadmuck Road
Unit 1
Westford, MA 01886-3135

Phone: (978) 392-0060

Fax: (978) 392-0078

E-mail: sales@customnetworks.net



Quote

Customer No.: **B368**

Quote No.: **73272**

Quote To: **City of Biddeford**

39 Alfred Street
Attn: Accounts Payable
Biddeford, ME 04005-2516

Ship To: **City of Biddeford Police Department**

39 Alfred Street
Attn: Bill Gooch, Phone: 207.590.2953
Biddeford, ME 04005-2516

(207) 571-1626

william.gooch@biddefordmaine.org

Date			Ship Via		F.O.B.		Terms	
01/30/2023			A. Duie Pyle Truck		Destination		Net 30	
Purchase Order Number			Sales Person				Required	
			Moiz Bhindarwala				02/15/2023	
Quantity			Item Number		Description		Unit Price	Amount
Required	Shipped	B.O.						

			Modernization/Revitalization of your 2011 APC Symmetra LX UPS Model SYA8K8RMP, Serial#: QD1038260178	
1	WMPRS3B-LX-03		Modular UPS Revitalization Service for (1) Symmetra LX with 3 X SYPM4KP, 3 X SYBT5	6899.00 6899.00
1	WUPGMPRS7X24-MP-00		APC Scheduling Upgrade to 7X24 for MPRS This provides the flexibility to schedule the modernization/revitalization beyond the regular M -> F; 9 A.M. -> 5 P.M.	864.00 864.00
1.000			Shipping Cost	390.00 390.00

APPROVED & AUTHORIZED BY:

(Signature) _____
Name: _____
Title: _____
Date: _____

Please sign and date this quote and email it to sales@customnetworks.net.
Our US Federal Tax ID/TIN # 04-3079084.
Our DUNS # is 61-720-9747.
Please call 978.392.0060 for further assistance.

Quote subtotal 8153.00

Quote total 8153.00

Thank you. We appreciate your business!

Thank You

Custom Networks, Inc.

66 Tadmuck Road

Unit 1

Westford, MA 01886-3135

Phone: (978) 392-0060

Fax: (978) 392-0078

E-mail: sales@customnetworks.net**customnetworks**
when power matters

Quote

Customer No.: **B368**Quote No.: **73273**

Quote To: **City of Biddeford**
 39 Alfred Street
 Attn: Accounts Payable
 Biddeford, ME 04005-2516

Ship To: **City of Biddeford Police Department**
 39 Alfred Street
 Attn: Bill Gooch, Phone: 207.590.2953
 Biddeford, ME 04005-2516

(207) 571-1626
william.gooch@biddefordmaine.org

Date	Ship Via	F.O.B.	Terms	
01/30/2023	A. Duie Pyle Truck	Destination	Net 30	
Purchase Order Number	Sales Person		Required	
	Moiz Bhindarwala		02/15/2023	
Quantity	Item Number	Description	Unit Price	Amount
Required Shipped B.O.				

TOTAL TRADE-UPS SAVINGS: \$5,000.00

Onsite assembly and startup by an APC by Schneider Electric factory trained field service representative.

The new UPS needs to be hardwired to the electrical panel. This uses single phase, 208V, 4 wire (L1-L2-N-G) circuit using at least 6 AWG (gauge) wire powered by a 50 Amp circuit breaker.

Trade-in: _____

Serial#: _____

To be provided with Purchase Order.

We will arrange for a FREE return of your old UPS for ecologically safe disposal. You will need to secure this to a shippable pallet. (Many customers re-use the packaging in which the new unit arrives.)

1	SYA8K8RMP	APC Symmetra LX 8kVA Scalable to 8kVA N+1 Rack-mount, 208/240V Input	16599.00	16599.00
		Less APC trade-UPS Discount		-3094.00
1	SYPM4KP	APC Symmetra LX 4kVA Power Module, 200/208V	3500.00	3500.00
		Less: APC Trade-UPS Discount		-665.00
1	SYBT5	APC Symmetra LX Battery Module	939.00	939.00
		Less APC trade-UPS Discount		-180.00
1	WASSEMUPS-3R-SY-00	APC Scheduled 5X8 Assembly and Power-Up Service You still need a certified electrician to provide the circuit and installation to your existing electrical service. Input connection needed:	2250.00	2250.00

Thank You

Custom Networks, Inc.

66 Tadmuck Road

Unit 1

Westford, MA 01886-3135

Phone: (978) 392-0060

Fax: (978) 392-0078

E-mail: sales@customnetworks.net**customnetworks**
when power matters

Quote

Customer No.: **B368**Quote No.: **73273**

Quote To: **City of Biddeford**
 39 Alfred Street
 Attn: Accounts Payable
 Biddeford, ME 04005-2516

Ship To: **City of Biddeford Police Department**
 39 Alfred Street
 Attn: Bill Gooch, Phone: 207.590.2953
 Biddeford, ME 04005-2516

(207) 571-1626
william.gooch@biddefordmaine.org

Date	Ship Via	F.O.B.	Terms	
01/30/2023	A. Duie Pyle Truck	Destination	Net 30	
Purchase Order Number	Sales Person		Required	
	Moiz Bhindarwala		02/15/2023	
Quantity	Item Number	Description	Unit Price	Amount
Required Shipped B.O.				

50A circuit, 4-wire (L1-L2-N-G) with #6 AWG wire.

Less APC trade-UPS Discount -555.00

1	WUPGASSEM7-UG-01	APCScheduling Upgradeto7x24 for Existing AssemblyService 7x24 Upgrade option	429.00	429.00
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If you are like most businesses, you want your systems up and running during your busiest hours. In order to accommodate your busy schedule, APC offers this option to schedule services off hours. We will work with you to find a time when servicing your system is least likely to impact your productivity, saving your business time and money.

Less APC trade-UPS Discount -106.00

2	WUPGONSITEFW-SY-00	APC Next Business Day On-Site Service Upgrade to Factory Warranty	819.00	1638.00
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The typical standard two years warranty is "return to depot." This makes it on-site. You have to buy it in pairs to make it two years on-site.

Less: APC Trade-UPS Discount for 2 units -400.00

1.000		Common Carrier (Truck/LTL)/ FedEx Ground Shipping Costs	698.00	698.00
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APPROVED & AUTHORIZED BY:

(Signature) _____

Name: _____

Title: _____

Date: _____

Our US Federal Tax ID/TIN is #04-3079084.

Our DUNS # is 61-720-9747.

Custom Networks, Inc. is nationally certified as a small, minority owned business by Greater New England Minority Supplier Development Council, an affiliate of National Minority

Thank You

Custom Networks, Inc.

66 Tadmuck Road

Unit 1

Westford, MA 01886-3135

Phone: (978) 392-0060

Fax: (978) 392-0078

E-mail: sales@customnetworks.net**customnetworks**
when power matters

Quote

Customer No.: **B368**Quote No.: **73273****Quote To: City of Biddeford**

39 Alfred Street

Attn: Accounts Payable

Biddeford, ME 04005-2516

Ship To: City of Biddeford Police Department

39 Alfred Street

Attn: Bill Gooch, Phone: 207.590.2953

Biddeford, ME 04005-2516

(207) 571-1626

william.gooch@biddefordmaine.org

Date			Ship Via		F.O.B.		Terms			
01/30/2023			A. Duie Pyle Truck		Destination		Net 30			
Purchase Order Number			Sales Person				Required			
			Moiz Bhindarwala				02/15/2023			
Quantity			Item Number		Description		Unit Price		Amount	
Required	Shipped	B.O.								

Supplier Development Council.
Please call 800.535.5454 for further assistance.
We accept Purchase Orders (PO). Our
payment terms are Net 30 Days.
Please e-mail your PO to
sales@customnetworks.net

Quote subtotal 21053.00

Quote total 21053.00

Thank you. We appreciate your business!

Thank You

29 WEST COMMERCIAL ST
PORTLAND ME 04101-4631
Phone: 207-517-8600
Fax: 207-774-7864

To: BIDDEFORD, CITY OF
HILL ST
BIDDEFORD ME 04005-0586
Attn: Bill Gooch
Phone: 207-284-9333
Email:
Fax: 207-282-8327

Date: 02/17/2023
Project Name: APC UNIT UPGRADE
GB Quote #: 0242736673
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr:
Valid From: 02/17/2023
Valid To: 03/19/2023
Contact: JACK KILEY
Email: jack.kiley@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes:

	Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
	100	1	SCHNEIDER ELEC IT	WMPRS3B-LX-0 3	MODULAR UPS REVITALIZATIO N SERVICE	\$8,125.00	1	\$8,125.00
	GB Part#: 26472073 Ship From: Reship-Factory							
	200	1	SCHNEIDER ELEC IT	WUPGMPRS7X24 -MP-00	SCHEDULING UPGRADE TO 7X24 FOR MPRS	\$910.25	1	\$910.25
	GB Part#: 26557784 Ship From: Reship-Factory							

Total in USD (Tax not included): \$9,035.25

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BIDDEFORD, CITY OF
 HILL ST
 BIDDEFORD ME 04005-0586
Attn: Bill Gooch

Date: 02/17/2023
Project Name: APC UNIT UPGRADE
GB Quote #: 0242736673

Proposal

We appreciate your request and take pleasure in responding as follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

GRAYBAR ELECTRIC COMPANY, INC.

TERMS AND CONDITIONS OF SALE

1.,,ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order issubject to credit approval and acceptance of order by Graybar ElectricCompany, Inc. ("Graybar") and, when applicable, Graybar's suppliers. Ifcredit of the buyer of the goods or services ("Buyer") becomesunsatisfactory to Graybar, Graybar reserves the right to terminate uponnotice to Buyer and without liability to Graybar.

2.,,PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goodsshall be those in effect at time of shipment, which shall be made F.O.B.shipping point, prepaid and bill. Unless otherwise indicated in theapplicable quotation or statement of work, prices for services shall bethose in effect at the time of completion. The contract price for goodsand or services shall be increased by the amount of any applicletariff, excise, fee, assessment, levy, charge or duty of any kindwhatsoever, imposed, assessed or collected by any governmental body,whether or not reflected in the costs charged to Graybar, and Graybarmay increase its cost for goods and or services appropriately to takeinto account such increases in Graybar's costs.

3.,,RETURN OF GOODS - Credit may be allowed for goods returned withprior approval. A deduction may be made from credits issued to covercost of handling. Returns will not be accepted for services or anymaterial which has been modified at the request of or by Buyer. Inaddition, no custom orders may be returned.

4.,,TAXES - Prices shown do not include sales or other taxes imposed onthe sale of goods or services. Taxes now or hereafter imposed uponsales, shipments or services will be added to the purchase price. Buyeragrees to reimburse Graybar for any such tax or provide Graybar withacceptable tax exemption certificate.

5.,,DELAY IN DELIVERY - Graybar is not to be accountable for delays indelivery of goods or services occasioned by acts of God, failure of itssuppliers to ship or deliver on time, or other circumstances beyondGraybar's reasonable control, including, but not limited to, sourcing,shipment or delivery issues caused by, related to or resulting fromCOVID-19 or other similar national or global health situations. Factoryshipment or delivery dates are best estimates, and in no case shallGraybar be liable for any consequential or special damages arising fromany delay in provision of services, shipment or delivery.

6.,,LIMITED WARRANTIES - Graybar warrants that all goods sold are freeof any security interest and will make available to Buyer alltransferable warranties (including without limitation warranties withrespect to intellectual property infringement) made to Graybar by themanufacturer of the goods. Buyer acknowledges that the performance ofany service which alters the manufacturer provided goods as indicated inthe statement of work may void the manufacturer's warranty. Graybarshall use the same care and skill a similarly situated provider of likeservices would exercise following commonly accepted industry practicesin the performance of its duties under this agreement. GRAYBAR MAKES NOOTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALLIMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIESOF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED INWRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLDHEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANYSAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2)IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECTPATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOTBE MAINTAINED AT ALL TIMES.

7.,,LIMITATION OF LIABILITY - Buyer's remedies under this agreement aresubject to any limitations contained in manufacturer's terms andconditions to Graybar, a copy of which will be furnished upon writtenrequest. Furthermore, Graybar's liability shall be limited to eitherrepair or replacement of the goods, re-performance of the services, orrefund of the purchase price, all at Graybar's option, and IN NO CASESHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIALDAMAGES. In addition, claims for shortages, other than loss in transit,must be made in writing not more than five (5) days after receipt ofshipment. Unless otherwise agreed in the applicable statement of work,acceptance of services will occur not more than five (5) days aftercompletion of performance.

8.,,WAIVER - The failure of Graybar to insist upon the performance ofany of the terms or conditions of this agreement or to exercise anyright hereunder shall not be deemed to be a waiver of such terms,conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9.,,MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions,and any associated statement of work, supersede all othercommunications, negotiations, and prior oral or written statementsregarding the subject matter of these terms and conditions. No change,modification, rescission, discharge, abandonment, or waiver of theseterms and conditions shall be binding upon Graybar unless made inwriting and signed on its behalf by a duly authorized representative ofGraybar. No conditions, usage of trade, course of dealing orperformance, understanding or agreement, purporting to modify, vary,explain, or supplement these terms and conditions shall be bindingunless hereafter made in writing and signed by the party to be bound.Any proposed modifications or additional terms are specifically rejectedand deemed a material alteration hereof. If this document shall bedeemed an acceptance of a prior offer by Buyer, such acceptance isexpressly conditional upon Buyer's assent to any additional or differentterms set forth herein.

10.,,REELS - When Graybar ships returnable reels, a reel deposit may beincluded in the invoice. The Buyer should contact the nearest Graybarservice location to return reels.

11.,,CERTIFICATION - Graybar hereby certifies that these goods wereproduced in compliance with all applicable requirements of Sections 6,7, and 12 of the Fair Labor Standards Act, as amended, and ofregulations and orders of the United States Department of Labor issuedunder Section 14 thereof. This agreement is subject to Executive Order11246, as amended, the Rehabilitation Act of 1973, as amended, theVietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O.13496, 29 CFR Part 471, Appendix A to Subpart A, and the correspondingregulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and60-250.5 are incorporated herein by reference, to the extent legallyrequired.

12.,,FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicablelaws and regulations relating to anti-corruption, including, withoutlimitation, (i) the United States Foreign Corrupt Practices Act (FCPA)(15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance,and (ii) laws and regulations implementing the Organization for EconomicCooperation and Development's Convention on Combating Bribery of ForeignPublic Officials in International Business Transactions, the U.N.Convention Against Corruption, and the Inter-American Convention AgainstCorruption in Buyer's country or any country where performance of thisagreement or delivery of goods will occur.

13.,,ASSIGNMENT - Buyer shall not assign its rights or delegate itsduties hereunder or any interest herein without the prior writtenconsent of Graybar, and any such assignment, without such consent, shallbe void.

14.,,GENERAL PROVISIONS - All typographical or clerical errors made byGraybar in any quotation, acknowledgment or publication are subject tocorrection. This agreement shall be governed by the laws of the State ofMissouri applicable to contracts to be formed and fully performed withinthe State of Missouri, without giving effect to the choice or conflictsof law provisions thereof. All suits arising from or concerning thisagreement shall be filed in the Circuit Court of St. Louis County,Missouri, or the United States District Court for the Eastern Districtof Missouri, and no other place unless otherwise determined in Graybar'ssole discretion. Buyer hereby irrevocably consents to the jurisdictionof such court or courts and agrees to appear in any such action uponwritten notice thereof.

15.,,PAYMENT TERMS - Payment terms shall be as stated on Graybar'sinvoice or as otherwise mutually agreed. As a condition of the salesagreement, a monthly service charge of the lesser of 1-1/2% or themaximum permitted by law may be added to all accounts not paid by netdue date. Visa, MasterCard, American Express, and Discover credit cardsare accepted at point of purchase only.

16.,,EXPORTING - Buyer acknowledges that this order and the performancethereof are subject to compliance with any and all applicable UnitedStates laws, regulations, or orders. Buyer agrees to comply with allsuch laws, regulations, and orders, including, if applicable, allrequirements of the International Traffic in Arms Regulations and/or theExport Administration Act, as may be amended. Buyer further agrees thatif the export laws are applicable, it will not disclose or re-export anytechnical data received under this order to any countries for which theUnited States government requires an export license or other supportingdocumentation at the time of export or transfer, unless Buyer hasobtained prior written authorization from the United States Office ofExport Control or other authority responsible for such matters.

17.,, CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or makechanges to a statement of work up to five (5) business days prior tocommencement of the work. All changes and cancellations after such dateare subject to Graybar's prior written approval in Graybar's sole andabsolute discretion. Buyer shall pay to Graybar amounts necessary tocover cancellation, restocking fees and other charges applicable to thecancelled goods or services including those incurred or committed to byGraybar.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.



APC Refresh

Prepared for:

Biddeford Police Department

Prepared by:

Mark Jutkiewicz

March 02, 2023

Introduction

This proposal is for the revitalization service for APC Symmetra UPS units. APC will schedule direct with Biddeford PD resources to first run a precheck of the unit to ensure it is in good standing to receive both the revitalization service and also if it is eligible for ongoing support. The nature of the PD requires extra sensitivity to the work being done, so the afterhours scheduling upgrade was selected.

APC

Product Description	Qty	Price	Ext. Price
APC by Schneider Electric Modular UPS Revitalization Service - Renewal - Service - Technical - Physical	1	\$8,263.00	\$8,263.00
Scheduling Upgrade - allows for technician work 24x7, as opposed to M-F, 8-5	1	\$914.00	\$914.00

Subtotal: \$9,177.00

APC Refresh



Prepared by:

Portland HQ

Mark Jutkiewicz
207.772.3199
mjutkiewicz@systemsenginee
ring.com

Prepared for:

Biddeford Police Department

39 Alfred Street
Biddeford, ME 04005
Bill Gooch
(207) 571-1626
William.gooch@biddefordmaine.org

Quote Information:

Quote #: 013961

Version: 2
Delivery Date:
03/02/2023
Expiration Date:
04/21/2023

Investment Summary

Description	Amount
APC	\$9,177.00
Total: \$9,177.00	

Please Note: The price shown includes a 3% discount for Cash/ACH payment. Any other form of payment may result in the forfeiture of this discount. 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.

Portland HQ

Signature: 
 Name: Mark Jutkiewicz
 Title: Account Manager
 Date: 03/02/2023

Biddeford Police Department

Signature: _____
 Name: Bill Gooch
 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.