



**City of Biddeford
Finance Committee**

October 7, 2025 at 5:00 PM
City Hall Council Chambers & Zoom

[Click to Join Zoom Meeting Online](#)

Or call in by phone: +1 312 626 6799

Meeting ID: 989 1254 9382

Passcode: 010946

1. Call to Order
2. Approval of Minutes
 - 2.a Finance Minutes 9.16.25
3. Signing of the Expenditure Warrant
4. Discussion/Approval
 - 4.a Approval/Award of Structural Firefighter Personal Protective Ensembles Bid
 - 4.b Approval/Award of Stryker Lucas CPR Device- Sole Source Procurement
 - 4.c Approval/Award Purchase of Standpipe Pack Hose and Kit — Sole Source Procurement
 - 4.d Approval/Award Purchase of Rescue Airbags — Sole Source Procurement
 - 4.e Approval / IT Platform Services
 - 4.f Approval/Fortunes Rock Ocean Wall Repair
 - 4.g Approval / Award Lead Hazard Reduction Project – 100 Graham Street
 - 4.h Approval / Lead Hazard Reduction at 74 Summer Street
 - 4.i Approval/ Lead Hazard Reduction 78 Prospect Street
5. Other Business
 - 5.a Review / FY23 ACFR Compliance Report - Management Response - Other (3)
 - 5.b Berry Dunn Update
6. Adjourn

0. City of Biddeford
Finance Committee
September 16, 2025 5:00 PM Council Chambers & Zoom

Councilor Beaupre: Present
Councilor Lessard: Present
Councilor LaFountain: Present
Grohman: Present

1. Call to order

2. Approval of the Minutes

Approved
Beaupre - First
Lessard – Second
Unanimous

3. Signing of the expenditure warrant

None

4. Discussion/Approval

4.a Approval / CJIS Multifactor Authentication Compliance Project (Police Dept.)

Beaupre first
Lessard second

Chief Fisk – CJIS mandates all users to be compliance. Most Police Departments not in compliance. This would require users to have two or three multi factors including authenticator apps. Federal audit coming up and will be out of compliance if they do not make this change. The cost is \$17,540 and would come out of CIP general account. Monthly current fee is \$471 a month. This was previously budgeted.

4.b Approval/Funding for Bond Education

Beaupre first
Lessard second

Danica – two bond questions at November 4th election. Created a campaign that is free through communications, but also other items for the cost for this education. Town Hall meeting in October in Community Center for education. A mass mailing will be sent to all residents for a cost of \$9,000 for printing and postage. Other languages \$1,500, banner \$300. \$5,500 from PW and \$5,500 for Recreation.

Lessard - Funding source not to exceed \$15,000

Beaupre first
Mayor second

Unanimous

5. Other Business

5.a Review / FY23 ACFR Compliance Report Management Response - Significant Deficiencies #5-School, #6-City, #7-City

Motion to adjourn – LaFountain 5:34

Second: Beaupre

Unanimous



Finance Committee

Meeting Date: October 7, 2025

Meeting Time: 5:00 PM

Agenda Item No: 4.a

Item Description: Approval/Award of Structural Firefighter Personal Protective Ensembles Bid

Submitted By: Lawrence D. Best, Fire Chief

Key Terms:

Approve Bid Award for Structural Firefighter Personal Protective Equipment

Executive Summary:

In December 2024, the Fire Department updated the specification for the Structural Firefighter Personal Protective Ensemble (PPE) and conducted an RFB process. Five bids were received and opened on Tuesday, January 14, 2025. Following the procurement process, acceptance of the lowest bid was recommended to the City Manager and approved in February of this year. The bid was awarded to the lowest bidder, which was Industrial Protection Services. Their bid for a PPE ensemble (coat and pants) was \$3,127.00. Since the award of the bid to IPS fifteen (15) sets of PPE have been purchased.

Per the City Procurement Policy, Sec. 2-348 competitive sealed bidding (g) (2), which states "Bid results greater than \$5,000 and less than \$50,000 that are not the lowest bid or exceeds the budgeted amount and meets all the bid specifications shall be submitted to the Finance Committee for review and approval.

At this time, staff is requesting to re-award the bid to the next lowest vendor, which is Fire Tech & Safety. Their bid for a PPE ensemble (coat & pants) was \$3,398.00, which is \$271.00 more per set. The reason for the request to re-award the bid to the next lowest bidder is because of product sizing and service problems with the PPE purchased from IPS.

Detailed Review:

History:

In December 2024, the Fire Department issued an RFB for "structural firefighter personal protective ensembles" and received five (5) sealed bids. Following the procurement process, copies of the five (5) sealed bids, along with Assistant Chief Dexter's review memo of the bids

and my recommendation for the award of the bid were sent to Chief Operating Officer Brian Phinney for approval. The bid was awarded to the lowest bidder, which was Industrial Protection Services. Their bid for a PPE ensemble (coat and pants) was \$3,127.00. Since the award of the bid to IPS fifteen (15) sets of PPE have been purchased.

Action Requested:

Per the City Procurement Policy, Sec. 2-348 competitive sealed bidding (g) (2), which states "Bid results greater than \$5,000 and less than \$50,000 that are not the lowest bid or exceeds the budgeted amount and meets all the bid specifications shall be submitted to the Finance Committee for review and approval.

At this time, staff is requesting to re-award the bid to the next lowest vendor, which is Fire Tech & Safety. Their bid for a PPE ensemble (coat & pants) was \$3,398.00, which is \$271.00 more per set. The reason for the request to re-award the bid to the next lowest bidder is because of product sizing problems with the PPE purchased from IPS. The funds for this purchase are included in the FD operating budget account #21141-60230 Clothing/Uniform Expense.

Funding Source:

Each set of PPE costs \$3,398.00. A total of 14 to 20 sets of PPE will be purchased in FY26 at the cost of \$47,572.00 to \$67,960.00. The funds for the PPE purchase is included in the Fire Department Operating Budget Account #21141-60230. The balance of that account as of 9/18/2025 is \$101,739.58. The reason for the range of cost is that fourteen (14) sets will be purchased upon approval of the bid award to Fire Tech & Safety as part of the annual PPE replacement program and the additional 6 sets will be purchased as needed based on new full-time/call force hires or if any PPE is damaged to the point of needing to be replaced.

Staff Recommendation:

Staff recommends awarding the Structural Firefighter Personal Protective Ensemble bid to the next lowest bidder Fire Tech & Safety.

Next Steps:

City Manager sign bid award to Fire Tech & Safety.

Attachments:

1. Gear Bid Opening Results
2. Fire Tech & Safety Bid

Gear Bid Opening, Tuesday, January 14th @ 1600

Biddeford Fire Department Conference Room

Present: Asst. Chief Ed Dexter, Off. Mgr. Kathy Boyden, John Usher from IPS, Ed Pollard from Northeast Emergency Apparatus & John Cunningham from Fire Tech & Safety.

5 Sealed Bid received

Results:

Fire Tech & Safety 100 Business Park Dr. Tyngsborough, MA 01879	\$3398.00/set
---	----------------------

Northeast Rescue Systems 280 Milton St. Dedham, MA 02026	\$4098.00/set
--	----------------------

Bergeron Protective Clothing 1024 Suncook Valley Highway Epsom, NH 03234	\$3975.73/set
--	----------------------

IPS 125 John Roberts Rd. South Portland, ME 04106	\$3127.00/set
---	----------------------

Northeast Emergency Apparatus 440 Washington St. Auburn, ME 04210	\$3894.00/set
---	----------------------



Fire Tech and Safety of New England, INC.

Serving America's Bravest Since 1985

www.FireTechUSA.com

Biddeford Fire Department
152 Alfred Street
Biddeford, ME, 04005
REF: Turnout Gear Sealed Bid
ATTN: Assistant Chief Edward Dexter

Assistant Chief Dexter,

Thank you and the membership of the Biddeford Fire Department for your consideration of Fire Tech and Safety and Lion to be the provider of your Personal Protective Equipment. Please see the attached information as well as your pricing sheet and exceptions page for our response.

Approvals:

All garments from Lion and Fire Tech and Safety meet or exceed NFPA Standard 1971 and OSHA Standards for Firefighting Personal Protective Equipment.

THL and TPP Requirements

The specified composite of a Pioneer outer shell, 2-Layer Glide Ice Thermal Liner and Stedair 4000 Moisture Barrier has the following THL and TPP results:

THL - 267

TPP-43

Delivery / Shipping

1. Current production times are 60-75 Days after receipt of order by Lion. Lion and Fire Tech and Safety have the ability to accommodate expedited delivery of recruit/new hire orders on a case by case basis.
2. Shipping cost is included in this bid. Gear will be shipped from the factory in West Liberty, KY to our facility in Tyngsborough, MA for final inspection and to be delivered to Biddeford Fire Headquarters.

Materials:

Fire Tech and Safety is taking an exception in this section to the "3M Comfort Trim". We will be providing our Lion Ventelated Trim in its place. This exception is made due to the reliability of the heat adhesion of the Comfort Trim and the added cost of ownership to the garment due to the difficulty in doing repairs to this trim and alterations to the garment over its useable lifetime.

100 Business Park Drive
Tyngsborough, MA 01879
800-256-8700 (978) 649-6800
Fax: (978) 649-6833

84A Route 133, P.O. Box 435
Winthrop, ME 04364
800-331-7900 (207) 377-2800
Fax: (207) 377-6260

37 Eastern Steal Road
Milford, CT 06460
800-256-8700



Fire Tech and Safety of New England, INC.

Serving America's Bravest Since 1985

www.FireTechUSA.com

Warranty

LION warrants that its firefighter and emergency responder products meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free during their useful life from any defect in workmanship or any material defect. Fire Tech and Safety has provided a copy of the Lion Warranty with this bid packet for your review.

Pricing History:

Fire Tech and Safety has a limited pricing history with the Biddeford Fire Department that includes the department paid wear test, which are at a notably different price point than standard purchases. Based on your department's specifications we can show what an estimated cost would be for the last two years based off of industry standard price increases of five percent (5%) year over year

2024 Pricing per set \$3228.00

2023 Pricing per set \$3066.00

Turnout Gear Specs:

Coat

- a. Lion can supply sizing in both mens and womens cuts of our V-Force Gear. Use of patterns is determined at sizing
- b. Lion can supply a "relaxed fit coat", as viewed by the committee. Coats that were part of the wear test are Lions "athletic fit" coat.
- c. Coat chest sizes are in two (2) inch increments
- d. Sleeve lengths are in one (1) inch increments
- e. The coat quoted in this bid meets the Biddeford Fire Spec, additional options are possible as requested.
- f. Fire Tech and Lion meet or exceeds this section.
- g. Fire Tech and Lion meet or exceeds this section.
- h. Fire Tech and Lion meet or exceeds this section.
- i. Fire Tech and Lion meet or exceeds this section.
- j. Fire Tech and Lion meet or exceeds this section.
- k. Fire Tech and Lion meet or exceeds this section.
- l. Fire Tech and Lion meet or exceeds this section.
- m. Fire Tech and Lion meet or exceeds this section.
- n. Fire Tech and Lion meet or exceeds this section.
- o. Fire Tech and Lion meet or exceeds this section.
- p. Fire Tech and Lion meet or exceeds this section.

100 Business Park Drive
Tyngsborough, MA 01879
800-256-8700 (978) 649-6800
Fax: (978) 649-6833

84A Route 133, P.O. Box 435
Winthrop, ME 04364
800-331-7900 (207) 377-2800
Fax: (207) 377-6260

37 Eastern Steal Road
Milford, CT 06460
800-256-8700



Fire Tech and Safety of New England, INC.

Serving America's Bravest Since 1985

www.FireTechUSA.com

Pant

- a. Lion can supply sizing in both mens and womens cuts of our V-Force Gear. Use of patterns is determined at sizing
- b. Lion can supply a "relaxed fit pant", as viewed by the committee. Pants that were part of the wear test are Lions "athletic fit" pant.
- c. Pant waist sizes are in two (2) inch increments
- d. Pant inseam lengths are in one (1) inch increments
- e. The pant quoted in this bid meets the Biddeford Fire Spec, additional options are possible as requested.
- f. Fire Tech and Lion meet or exceeds this section.
- g. Fire Tech and Lion meet or exceeds this section.
- h. Fire Tech and Lion meet or exceeds this section.
- i. Fire Tech and Lion meet or exceeds this section.
- j. Fire Tech and Lion meet or exceeds this section.
- k. Fire Tech and Lion meet or exceeds this section.
- l. Fire Tech and Lion meet or exceeds this section.
- m. Fire Tech and Lion meet or exceeds this section.
- n. Fire Tech and Lion meet or exceeds this section.

Labels:

Lion garment labeling meets or exceeds this sections requirements

Retro Reflective Lettering

Lion and Fire Tech and Safety Meet or exceeds this section.

Sewn On Reflective Lettering:

Fire Tech and Safety and Lion are able to meet the lettering needs of the Biddeford Fire Department without any exceptions.

Suspenders

Fire Tech and Safety can provide both a standard style H-Back Suspender or our V-Force V-Back Suspender.

100 Business Park Drive
Tyngsborough, MA 01879
800-256-8700 (978) 649-6800
Fax: (978) 649-6833

84A Route 133, P.O. Box 435
Winthrop, ME 04364
800-331-7900 (207) 377-2800
Fax: (207) 377-6260

37 Eastern Steal Road
Milford, CT 06460
800-256-8700



Fire Tech and Safety of New England, INC.

Serving America's Bravest Since 1985

www.FireTechUSA.com

Exeptions to Specifications and Pricing:

Please see attached Exeptions to Specifications and Pricing sheet with cost per set as requested. This pricing covers both Firefighters and officers specs for the Biddeford Fire Department.

Thank you for this oppertuinty and we look forward to working with the Biddeford Fire Department moving forward!

Brendon Gilchrist
Product Manager, Personal Protective Equipment

John Cunningham
Regional Sales Representative

100 Business Park Drive
Tyngsborough, MA 01879
800-256-8700 (978) 649-6800
Fax: (978) 649-6833

84A Route 133, P.O. Box 435
Winthrop, ME 04364
800-331-7900 (207) 377-2800
Fax: (207) 377-6260

37 Eastern Steal Road
Milford, CT 06460
800-256-8700

Biddeford Fire department

Turnout Gear Specification

2024

OVERVIEW:

The Biddeford Fire Department has created the attached turnout gear specification for the initial acquisition of 6 complete sets of Structural Firefighter Personal Protective Ensembles, with an additional 14 sets to follow annually. Each complete ensemble shall consist of a coat, a pant and suspenders. Submitted turnout ensembles shall be quoted in Black.

Sealed bids must be received by 01/14/2025 at 15:30. Sealed bids shall be delivered or mailed to:

Biddeford Fire Department C/O Assistant Chief Edward Dexter
Ref: Turnout Gear **SEALED BID**
152 Alfred Street
Biddeford, Maine 04005

Bids will be opened on 01/14/2025 at 16:00 EST.

The Biddeford Fire Department reserves the right to reject any or all bids, to waive variations or formalities, and to negotiate changes, additions, or deletions.

The Biddeford Fire Department also reserves the right to accept a bid which it deems to be in the best interest of the Department and/or City and will not be bound to accept the low bid.

The Biddeford Fire Department also reserves the right to extend the time to submit bids, as well as extend the time to open bids.

The Biddeford Fire Department also reserves the right to accept a bid in whole containing all quoted items in the bid and also the right to accept a partial bid containing individual items of firefighter turnout ensemble quoted in an individual bid.

APPROVALS:

All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification mark.

THL AND TPP REQUIREMENTS:

All submitted ensembles shall list the THL and TPP rating.

DELIVERY / SHIPPING:

- 1) List Delivery/completion time and shipping method.
- 2) Bids to include any shipping related costs of the turnout gear equipment to:

Biddeford Fire Department
152 Alfred Street
Biddeford, Maine 04005

MATERIALS:

Coat and Pants will consist of the following materials:

Pioneer outer shell, Glide-Ice 2, and Stedair 4000. This does not include the materials for the knee pads or wristlets. Pant and coat trim will be 3M™ SCOTCHLITE™ COMFORT TRIM

WARRANTY:

Bidder to provide a written warranty statement detailing all components of the turnout gear warranty.

PRICING HISTORY:

Vendor will provide the cost of the gear specs from the previous two years and give an estimate of expected percentage increase over the calendar year for 2025.

TURNOUT GEAR SPECS:

1) JACKET:

- a) Bidder shall specify options for both Men's and Women's apparel.
- b) Bidder shall specify options for fit (regular, relaxed, straight, tapered, etc.)
- c) Bidder shall specify chest sizing increments.
- d) Bidder shall specify sleeve sizing increments.
- e) Bidder shall specify any available jacket adjustability options and associated cost increase per unit if selected.
- f) Jacket closure shall consist of zip and hook/loop. Zipper will have a pull tab attached
- g) Jacket tail shall be of button or Velcro attachment with stitched NFPA-compliant 3M Scotchlite™, or equivalent retro reflective lettering of last name for the issued individual. (see sewn on retro reflective trim section below)
- h) A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The material and design of the DRD will be listed by vendor.
- i) The liner system of the jacket shall incorporate an inspection opening. Area designation determined by the vendor. Opening will be a minimum of 10 inches.
- j) Each jacket shall be equipped with personal flashlight holder on the right chest. The upper part will consist of a strap, double stitched, of the same material as the exterior of the coat. A strap constructed of outer shell material will hold the barrel of the flashlight. The lower strap will be equipped with a hook and loop closure at the front of the strap to facilitate easy removal of the flashlight. There shall be approximately 3 ½ inches between the upper safety hook and lower strap.

- k) Each jacket shall be provided with a pocket on the upper left of adequate size to accommodate a Motorola APX 8000 radio. The pocket shall have interior protective lining to ensure durability.
- l) Each jacket shall be provided with standard left and right hand pocket/ fleece hand warmer configuration with PCA protection on the exterior of the pocket to cover not less than the lower half of the pocket.
- m) Each jacket will be provided with two separate microphone loops, 1 located above the radio pocket and the second 3" from the top of the front flap on the flap.
- n) Each jacket will be provided with an American Flag patch on the left sleeve.
- o) Each coat will have an internal pocket, accessible from the outside, on the left chest closed by a zipper with tab. (This is commonly referred to as a Napoleon Pocket.)
- p) Each coat will have wristlets with thumb loops on each side.

Any exceptions MUST be noted on the final page of this document in the section labeled **EXCEPTIONS TO SPECIFICATIONS:**

2) PANT:

- a) Bidder shall specify options for both Men's and Women's apparel.
- b) Bidder shall specify options for fit (regular, relaxed, straight, tapered, etc.)
- c) Bidder shall specify waist sizing increments.
- d) Bidder shall specify inseam sizing increments.
- e) Bidder shall specify any available pant adjustability options and associated cost increase per unit if selected.
- f) Pant closure shall consist of zip and hook/loop and a "D" ring closure at the top of the closure.
- g) Pant shall have belt loops in place to accommodate an escape belt.
- h) Pant shall have the right pocket configuration to accommodate the Sterling FCX Escape System.
- i) Pant shall have the left pocket with an internal separation into two compartments.
- j) Pant shall have ALL pockets with PCA protection on the exterior of the pocket to cover not less than the lower half of the pocket.
- k) Bottom of pant leg will have a taper or heel cutout at the back of the pant.
- l) Pant shall have an additional 2" of PCA protection at the ankle cuff.
- m) Pant shall have additional knee protection incorporated into the outer shell and knee pads.
- n) Pant shall have PCA protection on the knee surface.

Any exceptions MUST be noted on the final page of this document in the section labeled **EXCEPTIONS TO SPECIFICATIONS:**

3) LABELS:

- a) Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA certification label shall include the following information. Compliance to NFPA Standard #1971 Underwriters Laboratories classified mark Manufacturer's name Manufacturer's address Manufacturer's garment identification number Date of manufacture Size

4) RETRO REFLECTIVE TRIM:

- a) The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Comfort Trim (L/Y borders with silver center) for firefighters and red/orange 3M Scotchlite™ Comfort Trim (R/O borders with silver center) for officers. Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA. The trim shall be in the following widths and shall be NFPA Vertical 2 style; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, horizontally across the chest area approximately 3 inches below the armpit, two vertical stripes on the back (one on each side) beginning at the top of the bottom band of trim and extending up to approximately 3 inches below armpit, around each sleeve below the elbow. The pants shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Comfort Trim (L/Y borders with silver center) and red/orange for officers. Bottom of trim band shall be located approximately 3" above cuff.

5) SEWN ON RETRO REFLECTIVE LETTERING:

- a) Each jacket shall have a combination of 3" and 8" lime/yellow 3M Scotchlite™ lettering or 3" and 8" orange/red 3M Scotchlite™ for officers across the back of jacket reading:
- b) Lettering for Department shall read as follows: F (3") B (8") D (3") with the three letters being arranged as centered on each other.
- c) Lettering for officer rank shall be 3" orange/red 3M Scotchlite™ and located on the back panel below the department lettering. "Captain" and "Lieut" shall be the accepted lettering options for officers.
- d) Additionally, a 3" lime/yellow 3M Scotchlite™ lettering or 3" orange/red 3M Scotchlite™ for officers on bottom of jacket tail with firefighter last name. This name panel shall be removable/detachable from the jacket.

6) SUSPENDERS:

Bidder shall provide a minimum of two (2) options for suspender selection.

7) EXCEPTIONS TO SPECIFICATIONS:

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

- a) MATERIALS: FIRE TECH AND SAFETY OF NEW ENGLAND takes an exeption to the 3M Comfort Trim and will provide Llon Ventilated Trim.
- b) _____
- c) _____
- d) _____
- e) _____
- f) _____

8) QUANTITY:

Set 1)	\$3398.00
Set 2)	\$3398.00
Set 3)	\$3398.00
Set 4)	\$3398.00
Set 5)	\$3398.00
Set 6)	\$3398.00
Set 7)	\$3398.00
Set 8)	\$3398.00
Set 9)	\$3398.00
Set 10)	\$3398.00
Set 11)	\$3398.00
Set 12)	\$3398.00
Set 13)	\$3398.00
Set 14)	\$3398.00

HOW LONG IS USEFUL LIFE?

- The period of time that NFPA 1971 Compliant Structural Firefighter Garments, which have been properly cared for, can be expected to provide reasonable limited protection. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear or improper maintenance and/or storage.
- Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly.

17. LIMITED LIFETIME PRODUCT WARRANTY

LION warrants that its firefighter and emergency responder products meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free during their useful life from any defect in workmanship or any material defect.

Conditions of use are outside the control of LION. It is the responsibility of the user to inspect and maintain the products to assure they remain fit for their intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to do so will void the warranty.

EXCEPT AS SET FORTH ABOVE, LION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE.

Under the above warranties, LION will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the purchaser's sole remedy and LION will not be responsible for any incidental, consequential, or other damages based upon or arising in any way from any breach of the warranties contained herein or the purchaser's use of such product.

These warranty obligations apply only to any product, part, or component which is returned with prior authorization and proof of purchase, and which LION agrees to be defective as covered by this warranty.

The word "product" includes the product itself and any parts or labor furnished by LION with the sales, delivery, or servicing of the product.

USEFUL LIFE: The period of time that NFPA 1971 Compliant Structural Firefighter Garments, which have been properly cared for, can be expected to provide reasonable limited protection. Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently

maintained in a regular cleaning and maintenance program and stored properly. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear or improper maintenance and/or storage. In compliance with NFPA 1851, Garments or Garment elements must be retired no more than 10 years from the date of manufacture. A Garment should be retired when the costs of repair would exceed 50% of the replacement cost.

DEFECTS IN WORKMANSHIP AND MATERIALS:

Defects in Workmanship and Materials means poorly manufactured items including seams, stitching, or components (for example, loose or broken seams; zippers or snaps that fall off or do not function properly); and fabrics or barriers which have such flaws as holes, uneven spots, weak areas, pilling, or other flaws caused by irregularities in their manufacture.

EXCEPTIONS TO LIMITED WARRANTY

This limited warranty does not cover the following items after receipt of product by end user:

- A. Claims made after 60 days from the date of shipment for damage to materials;
- B. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light;
- C. Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing;
- D. Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.);
- E. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean);
- F. Damage caused by repair work not performed to factory specification;
- G. Damage from routine exposure to common hazards which may cause rips, tears, burn damage, or abrasion;
- H. Loss of retroreflectivity of reflective trim due to normal wear or heat exposure;
- I. Detachment of reflective trim due to thread abrasion or heat exposure;
- J. Replacement of zippers or closures worn partially sealed, or damaged by heavy wear and tear;
- K. Loss of buttons, snaps, or cuff hem seams.



Finance Committee

Meeting Date: October 7, 2025
Meeting Time: 5:00 PM
Agenda Item No: 4.b
Item Description: Approval/Award of Stryker Lucas CPR Device- Sole Source Procurement
Submitted By: Lawrence D. Best, Fire Chief

Key Terms:

Approve Purchase of a Stryker Lucas CPR Device

Executive Summary:

Per City Purchasing Policy Sec. 2-352, Sole source procurement and reporting exceptions: a contract may be awarded without competition when the Finance Committee determines that there is only one source for the required supply, service or construction item based upon review of the rationale and supporting documentation, if applicable. The City Manager with the appropriate department head or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. Award of sole source contracts shall be in accordance with Sec. 2-348 (g).

The Fire Department is requesting approval to purchase a Stryker Lucas CPR device to be purchased using sole source procurement at a total cost of \$27,627.57. The Stryker Lucas CPR device is used on patients who are in cardiac arrest/no pulse. Rather than the EMS providers performing manual CPR chest compression, the Stryker Lucas CPR device is applied and performs the CPR chest compression, which is much more effective and efficient. The Stryker Lucas CPR device is the same type as the other three (3) units in the Department. This device will be put on the third (3rd) ambulance, which will make it the same as the other two (2) ambulances and fully ready for responses when needed. It is important that the same unit be purchased for compatibility of batteries, CPR chest compression gel pads and user familiarity.

Detailed Review:

Per City Purchasing Policy Sec. 2-352, Sole source procurement and reporting exceptions: a contract may be awarded without competition when the Finance Committee determines that there is only one source for the required supply, service or construction item based upon review of the rationale and supporting documentation, if applicable. The City Manager with the appropriate department head or designee shall conduct negotiations, as appropriate, as to

price, delivery and terms. Award of sole source contracts shall be in accordance with Sec. 2-348 (g).

The Fire Department is requesting approval to purchase a Stryker Lucas CPR device using sole source procurement at a total cost of \$27,627.57.

Cost Breakdown:

- Lucas 3 Chest Compression System: \$20,716.00
- Lucas External Power Supply: \$381.75
- Lucas 3 Rechargeable Battery: \$717.75
- Lucas Desk Top Battery Charger: \$1,206.75
- Lucas Field Procure Service 48 Month Service Plan: \$4,254.12

Funding Source:

Amount requested is \$27,627.57. The funding source is the State of Maine EMS Sustainability Grant in the amount of \$102,698.33 that was received and accepted by the City Council on July 15th of this year (meeting information link- [City Council Meeting \(Live\) • Agendas and Minutes - City of Biddeford, ME • CivicClerk](#)). The grant received was in the amount of \$102,698.33, of which up to \$100,000 can be used on capital equipment type purchases.

Staff Recommendation:

Staff recommends the approval of the sole source purchase of a Stryker Lucas CPR device.

Next Steps:

Award of the sole source contract shall be in accordance with Sec. 2-348 (g) (1).

Attachments:

1. Stryker Lucas CPR Device Quote



LUCAS CPR Device w 4 Yrs ProCare SVC (BUDGETARY)

Quote Number: 11180344

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: BIDDEFORD FIRE DEPT

Attn:

Rep:

Matthew Lampen

Email:

matthew.lampen@stryker.com

Phone Number:

Quote Date: 09/16/2025

Expiration Date: 09/30/2025

Contract Start: 09/16/2025

Delivery Address

Name: BIDDEFORD FIRE DEPT

Account #: 20027218

Address: 152 ALFRED ST

BIDDEFORD

Maine 04005-2589

Sold To - Shipping

Name: BIDDEFORD FIRE DEPT

Account #: 20027218

Address: 152 ALFRED ST

BIDDEFORD

Maine 04005-2589

Bill To Account

Name: BIDDEFORD FIRE DEPT

Account #: 20027218

Address: 152 ALFRED ST

BIDDEFORD

Maine 04005-2589

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$20,716.00	\$20,716.00
2.0	11576-000071	LUCAS External Power Supply	1	\$381.75	\$381.75
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$717.75	\$717.75
4.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,206.75	\$1,206.75
Equipment Total:					\$23,022.25

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
5.1	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device 09/17/2025 - 09/16/2029 ✓Parts, Labor, Travel ✓Preventative Maintenance	48	1	\$4,254.12	\$4,254.12
ProCare Total:						\$4,254.12



LUCAS CPR Device w 4 Yrs ProCare SVC
(BUDGETARY)

Quote Number: 11180344

Version: 1

Prepared For: BIDDEFORD FIRE DEPT

Attn:

Quote Date: 09/16/2025

Expiration Date: 09/30/2025

Contract Start: 09/16/2025

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Matthew Lampen
Email: matthew.lampen@stryker.com
Phone Number:

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$351.20
Grand Total:	\$27,627.57

Comments:

PLEASE NOTE, STRYKER WILL BE IMPLEMENTING A 5% PRICE INCREASE ON 10/1/25. THIS IS QUOTED AT BUDGETARY PRICING.

Prices: In effect for 30 days
Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



Finance Committee

Meeting Date: October 7, 2025

Meeting Time: 5:00 PM

Agenda Item 4.c

No:

Item Approval/Award Purchase of Standpipe Pack Hose and Kit — Sole Source

Description: Procurement

Submitted By: Lawrence D. Best, Fire Chief

Key Terms:

Purchase of Standpipe Pack Hose and Kit — Sole Source Procurement

Executive Summary:

Per City Purchasing Policy Sec. 2-352, Sole source procurement and reporting exceptions: a contract may be awarded without competition when the Finance Committee determines that there is only one source for the required supply, service or construction item based upon review of the rationale and supporting documentation, if applicable. The City Manager with the appropriate department head or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. Award of sole source contracts shall be in accordance with Sec. 2-348 (g).

Through the FY26 CIP process the Fire Department requested to purchase five (5) standpipe hose packs and kits to replace the current outdated ones carried on the fire apparatus. The estimated budget cost obtained in 2024 for this project was \$18,000.00. This CIP request was approved for recommendation by the Acting City Manager and later approved by the Capital Committee on August 13, 2025, and City Council on September 2, 2025.

Detailed Review:

History:

Through the FY26 CIP Budget process the Fire Department requested funds to purchase hose and standpipe kits for five (5) standpipe packs. The estimated budget costs for this project were \$18,000.00. Upon receipt of an updated quote for the project, it was found the cost was \$22,840.00 for the five (5) standpipe packs. This cost was \$4,840.00 over the approved budgeted amount of \$18,000.00. After review of the Fire Department's operating budget, we

felt at this time we would not be able to absorb that amount in the 21141-60452 operating equipment repair account, so the project was reduced to four (4) standpipe pack kits.

The Capital Committee approved this project on August 13, 2025, (August 13th meeting information- [Capital Projects / Operations Committee Meeting \(Live\) • Agendas and Minutes - City of Biddeford, ME • CivicClerk](#)) and City Council approved it on September 2, 2025, (September 2nd meeting information- [City Council Meeting \(Live\) • Agendas and Minutes - City of Biddeford, ME • CivicClerk](#)).

Action Requested:

Per City Purchasing Policy Sec. 2-352, Sole source procurement and reporting exceptions: a contract may be awarded without competition when the Finance Committee determines that there is only one source for the required supply, service or construction item based upon review of the rationale and supporting documentation, if applicable. The City Manager with the appropriate department head or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. Award of sole source contracts shall be in accordance with Sec. 2-348 (g).

The Fire Department is requesting approval to purchase four (4) standpipe hose and kits as listed in the attached quote using sole source procurement at a total cost of \$14,804.00.

Cost Breakdown:

- 16- 50' lengths of mercedes textiles 2" krakenEXO super II hose: \$7,344.00
- 4- Elkhart standpipe kits: \$7,460.00

The remaining balance of the \$18,000.00 will be used to purchase additional items associated with the standpipe hose kits that are not sole source related.

Funding Source:

\$18,000.00 was located for this CIP project through the FY26 CIP Budget process. The amount requested is \$14,804.00. The funding source is the FY26 CIP Budget; account number is 21201-60900; the remaining balance of the funds allocated for this project will be \$3,196.00, which will be used for other items associated with the standpipe hose and kits that are not a sole source procurement.

Staff Recommendation:

Staff recommends the approval of the sole source purchase of the listed standpipe pack hose and kits.

Next Steps:

Award of the sole source contract shall be in accordance with Sec. 2-348 (g) (1).

Attachments:

1. HSE Standpipe Hose and Pack Quote- Sole Source
2. BFD-FY26-004 Standpipe Hose Packs and Equipment CIP Request



HSE
 475 Pleasant Street. Suite 14
 Lewiston, Me 04240
 207-241-0325 Fax: 207-553-2288
www.hsefiresafety.com

Quotation

Date: 9/22/2025	Submitted By: Willie Burk
--------------------	------------------------------

Quotation For Biddeford Fire

Biddeford, Me

CONTACT:	EST. SHIP DATE	SHIP VIA	TERMS
AC Thorpe		Best way	Net 30 days

QUANTITY	DESCRIPTION		EXT. PRICE
16	50' Mercedes Textiles 2" KrakenEXO Super II Permatek Color Treated Green w/2.5" NH Wayout Couplings	\$459.00	\$ 7,344.00
4	Elkhart Standpipe Kit p/n 80035001	\$1,865.00	\$ 7,460.00
		Subtotal:	\$ 14,804.00
	Shipping and handling will apply		
		Total	
SIGNATURE: Willie Burk		ABOVE PRICING WILL BE HONORED FOR: 30 Days	

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY26 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	Standpipe Hose Pack & Equipment Repla

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$18,000
ESTIMATED COST FY2026	\$18,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$18,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	This project replaces our current standpipe fire hose and pack systems. This includes the nozzles, hose, standpipe connection equipment, carry straps, and tool bag. A total of five (5) packs are needed for the department.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	The department needs to replace our current standpipe fire hose packs with a different type of hose that allows for improved operational efficiency through the use of new and smaller hose, which is more maneuverable, has less
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	This project relates to the overall operational effectiveness and evaluation of the department as outlined in the 2023 Center for Public Safety Management (CPSM) report.
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Five (5) Standpipe hose packs including hose, nozzles, standpipe connection fittings & equipment, carrying straps, and tool bag for equipment.
--	--

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	The project originated through the members of the department conducting an operational efficiency and effectiveness evaluation of our current standpipe packs as compared to new and hose and equipment. The estimated costs for this project are from local vendors used by the FD
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$18,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	This project assists with the overall operational efficiency of the department when using standpipes both in the many commercial and residential buildings in the City. There are many new building construction and renovation projects being done in the City and many of these buildings include the use of standpipe systems for FD fire supression operations.
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$18,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$18,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



Finance Committee

Meeting Date: October 7, 2025
Meeting Time: 5:00 PM
Agenda Item No: 4.d
Item Description: Approval/Award Purchase of Rescue Airbags — Sole Source Procurement
Submitted By: Lawrence D. Best, Fire Chief

Key Terms:

Purchase Rescue Airbags — Sole Source Procurement

Executive Summary:

Purchasing Policy Sec. 2-352, Sole source procurement and reporting exceptions: a contract may be awarded without competition when the Finance Committee determines that there is only one source for the required supply, service or construction item based upon review of the rationale and supporting documentation, if applicable. The City Manager with the appropriate department head or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. Award of sole source contracts shall be in accordance with Sec. 2-348 (g).

Through the FY26 CIP process, the Fire Department requested to purchase thirteen (13) rescue airbags to replace the current outdated ones carried on the fire apparatus. The estimated budget cost obtained in 2024 for this project was \$14,000.00. This CIP request was approved for recommendation by the Acting City Manager and later approved by the Capital Committee on August 13, 2025, and City Council on September 2, 2025.

Detailed Review:

History:

Through the FY26 CIP Budget process, the Fire Department requested funds to purchase thirteen (13) rescue airbags to replace the current outdated ones carried on the fire apparatus. The estimated budget costs for this project were \$14,000.00. Upon receipt of an updated quote for the project, it was found the cost was \$14,335.20 for the rescue airbags. This cost was \$335.20 over the approved budgeted amount of \$14,000.00. After review of the Fire Department's operating budget, we felt at this time we would be able to absorb that amount in the 21141-60452 operating equipment repair account. The vendor, Northeast Rescue Systems, is giving a trade-in credit of \$2,015.80 for seven (7) rescue airbags.

The Capital Committee approved this project on August 13, 2025, (August 13th meeting information — Capital Projects / Operations Committee Meeting (Live) • Agendas and Minutes - City of Biddeford, ME • CivicClerk) and City Council approved it on September 2, 2025, (September 2nd meeting information- City Council Meeting (Live) • Agendas and Minutes - City of Biddeford, ME • CivicClerk).

Action Requested:

Per City Purchasing Policy Sec. 2-352, Sole source procurement and reporting exceptions: a contract may be awarded without competition when the Finance Committee determines that there is only one source for the required supply, service or construction item based upon review of the rationale and supporting documentation, if applicable. The City Manager with the appropriate department head or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. Award of sole source contracts shall be in accordance with Sec. 2-348 (g).

The Fire Department is requesting approval to purchase rescue airbags as listed in the attached quote using sole source procurement at a total cost of \$14,000.00 from the FY26 CIP budget and \$335.20 from account #21141-60452. The reason for the request that this purchase be done as a sole source purchase is because there are other components, such as pressure regulators, controllers, valves and hoses, that go with the operation of the rescue airbags that do not need to be replaced. The rescue airbags operate on a system. It would be more costly to replace all the airbags and components rather than just the necessary airbags.

Cost Breakdown:

- 1- KPI-03- 4 ton 6"x12" Paratech Maxiforce rescue airbag: \$701.00
- 4- KPI-17- 22.7 ton 15"x21" Paratech Maxiforce rescue airbag: \$5,184.00
- 3- KPI-22- 29.8 ton 20"x20" Paratech Maxiforce rescue airbag: \$4,886.00
- 3- KPI-28- 39.8 ton 20"x26" Paratech Maxiforce rescue airbag: \$5,211.00
- Shipping and Handling: \$369.00
- Credit for old rescue airbag trade-in: \$2015.80
- Total Cost: \$14,335.20 (\$14,000.00 from CIP budget account #21201-60900; and \$335.20 from account #21141-60452)

Funding Source:

\$14,000.00 was allocated for this CIP project through the FY26 CIP Budget process. The amount requested is \$14,000.00 from the FY26 CIP Budget. The funding source is the FY26 CIP Budget; account number is 21201-60900; No funds have been spent on this project yet, so the available balance of the project is \$14,000.00. The \$335.20 over the CIP budgeted amount will come from account #21141-60452, which has a balance of \$98,481.04 as of September 18th.

Staff Recommendation:

Staff recommends the approval of the sole source purchase of the listed rescue airbags.

Next Steps:

Award of the sole source contract shall be in accordance with Sec. 2-348 (g) (1).

Attachments:

1. Rescue Airbags Quote Est_Q20251910_from_Northeast_Rescue_Systems_Inc.
2. BFD-FY26-011 Rescue Airbag Replacement CIP Request

617-325-3993 Fax # 617-325-0238

Date	Quote #
9/24/2025	Q-20251910

Quote For
Biddeford ME Chief Best 152 Alfred Street Biddeford, ME 04005-2589

City of Boston's SLBE/MWBE		FOB		Terms	
MA State Contract PSE01 VC6000185170		manufacturer		Net 30	
Item	Description	Qty	Price E...	Total	
KPI-03-LiftBag-2...	KPI-3 Lift Bag 6 x 12 (G3)	1	701.00	701.00	
KPI-17 Lift Bags -...	KPI-17 15 in x 21 in x 3/4 in / 15 Tons (G3)	2	1,306.00	2,612.00	
KPI-22-Lift Bag - ...	KPI -22 Air Lifting Bag - 20"x20"x.75" - Item 22-888160\G3	2	1,637.00	3,274.00	
KPI-28-24.1	KPI 28 - 20 in x 26in x 7/8in - 22-888165G3	2	1,746.00	3,492.00	
KPI-TradeIn	PENDING 20% TRADE IN ALLOWANCE FOR THE ABOVE BAGS (The trade-in allowance is 20% off the current published list price of any new Paratech MAXIFORCE® Air Lifting Bag when a functional air lifting bag of EQUAL or GREATER size, regardless of manufacturer, is received in trade.		-2,015.80	-2,015.80	
KPI-17 Lift Bags -...	KPI-17 15 in x 21 in x 3/4 in / 15 Tons (G3)	2	1,286.00	2,572.00	
KPI-22-Lift Bag - ...	KPI -22 Air Lifting Bag - 20"x20"x.75" - Item 22-888160\G3	1	1,612.00	1,612.00	
KPI-28-24.1	KPI 28 - 20 in x 26in x 7/8in - 22-888165G3	1	1,719.00	1,719.00	
Shipping	Estimated Handling, delivery, and insurance		369.00	369.00	
Quote valid for 30 days		Subtotal		\$14,335.20	
Prices subject to change due to manufacturer's price increase and/or fees from tariffs, surcharges, etc.		Sales Tax (0.0%)		\$0.00	
		Total		\$14,335.20	

northeastrescue.com

3.5% service fee added for credit card purchases;

info@northeastrescue.com

CIP BUDGET
BIDDEFORD CAPITAL IMPROVEMENT PROGRAM
FY26 Viewing Sheet
PROJECT DESCRIPTION FORM

DEPARTMENT:	Fire Department
CIP NAME:	Rescue Air Bags Replacement

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-011
DEPARTMENT NUMBER	011
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$14,000
ESTIMATED COST FY2026	\$14,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$14,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Replace thirteen (13) rescue air bags. The air bags are high pressure air and used to lift heavy objects/equipment off trapped or entangled victims. The air bags have a 15 year life expectancy by Mfg. standards.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	The thirteen (13) rescue air bags are either beyond 15 years old or will become 15 years old in 2025. By Mfg. standards the air bags deteriorate over time (rubber) which can cause failure during operations
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	This project is part of the regular replacement cycle plan that we are working on establishing for the FD. We have identified various tools and equipment that need to be put on a regular maintenance and replacement cycle to assist with future planning and budgeting.
---	--

4. YEARS PREVIOUSLY ON THE BIDDICIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Thirteen (13) high pressure rescue air bags. Varying sizes and lifting capacities (tons).
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	The project originated with the FD staff reviewing all equipment replacement life cycles. The estimated costs were obtained from a vendor.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$14,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$14,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$14,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



Finance Committee

Meeting Date: October 7, 2025
Meeting Time: 5:00 PM
Agenda Item No: 4.e
Item Description: Approval / IT Platform Services
Submitted By: Jerry Gerlach

Key Terms:

Replace Critical Care Contract with Platform Services

Executive Summary:

Increase our security posture with Platform Services. This will layer on several security methods with expert monitoring, updating and remediation.

Systems Engineering as part of Managed Services will:

Below are the summarized features of the Foundations platform selected:

Break/Fix response 24x7

Monitoring of all network and server devices 24x7

Centrally managed patching for all Windows machines

Centrally managed anti-virus for all Windows machines

Huntress Endpoint Detection and Response for all servers and workstations

Huntress Identity Threat Detection and Response to monitor Microsoft 365

Monthly NetAdmin Health Check

Email security and spam filter

Centrally managed firewall and firewall logging (faster change management and more efficient troubleshooting)

Annual Firewall audit based on updated standard build and best practices.

Detailed Review:

Municipalities face growing demands to deliver reliable public services, maintain secure infrastructure, and manage increasingly complex technology environments—all within constrained budgets and staffing. Partnering with a Managed Services Provider (MSP) offers a strategic solution to meet these challenges while enhancing service delivery and operational resilience.

Key Benefits:

- Cost Predictability and Efficiency: MSPs offer fixed-cost service models that will help the City of Biddeford manage tight budgets, reduce unexpected IT expenses, and avoid costly downtime.
- Access to Specialized Expertise: City of Biddeford IT staff wear many hats. MSPs supplement internal capabilities with deep expertise in cybersecurity, networking, cloud services, and regulatory compliance.
- 24/7 Monitoring and Support: Around-the-clock system monitoring ensures critical infrastructure—such as emergency services, Public Works, Treatment Plant, employee files and data—remains secure and operational.
- Cybersecurity and Data Protection: MSPs implement advanced security protocols to safeguard sensitive citizen data and help municipalities comply with state and federal regulations.
- Scalability and Future Readiness: As the City of Biddeford prepares for smart city technologies and expands digital services, MSPs provide secure solutions that grow with community needs and ensure security
- Focus on Public Service Delivery: By outsourcing security IT operations, city staff can focus on strategic initiatives like end user support, new product training, sustainability, . Help desk, updates, and overall management of our datacenter.

•
: Engaging a Managed Services Provider empowers the City of Biddeford to modernize their IT infrastructure, protect public assets, and deliver high-quality services to residents and employees—efficiently and securely.

Systems Engineering has been our security partner for over 20 years and has proven themselves to be a valuable partner over and over.

With Platform services, Systems Engineering will implement and monitor the following.

- **End Point Protection (EDR)** — What Endpoint Protection Does:
 - **Threat Detection and Prevention**: Scans for malicious software as well as odd activity and blocks known and **emerging** threats before they can cause harm.
 - **Firewall and Network Controls**: Monitors incoming and outgoing traffic to prevent unauthorized access and data leaks. Ensures that the firewall is patched and updated with the latest firmware
 - **Data Encryption**: Protects sensitive data stored on or transmitted from the device, reducing the risk of breaches.
 - **Device Control**: Restricts access to external devices like USB drives to prevent data theft or malware introduction.
 - **Application Control**: Limits which applications can run on a device, reducing exposure to risky or unapproved software.
 - **Remote Monitoring and Management**: Allows our IT team to oversee device health, apply updates, and respond to incidents—even if the device is off-site.
 - **Incident Response and Reporting**: Logs security events and provides tools to investigate and remediate breaches quickly.

- **Desktop and server Patching**

Server and desktop patching is a critical function of the IT department. Patching software closes the door on known vulnerabilities.

- **Replace our current Virus software with Huntress**

By replacing our current virus software with Huntress, it allows our virus protection to integrate with all other security measures.

- **Network Health Check monthly with 24X7 Monitoring**

With 24x7 monitoring, many issues can be resolved during odd hours.

- **Replace our current Web filter with Fortinet.** We have been running these in parallel for many months to prove effectiveness.

We replaced our firewall last year with the intention of eliminating our current web filter. After running the two systems in parallel, we are confident in removing the web filter. As part of the Managed Services, we will be provided tools that will give us much more granular control and reporting on our web traffic using our current firewall. This eliminates our current firewall, eliminating hardware and a subscription.

- **Incident Response and Reporting:** Logs security events and provides tools to investigate and remediate breaches quickly. This is key in today's security landscape. It is one thing to block events. What's needed is the ability to see from beginning to end where a threat originated from and where it made it to. This makes remediation much faster and complete.

- **1- hour response, 24/7, 365 support:** This service also provides better firewall logging/reporting with expert administration and firmware updates.

Platform Services provides access to experts in any specific area of need. This includes server health, network health, virus, EPP, firewall and patching.

Funding Source:

Attachement 1 is the quote from Systems Engineering
Account = 21107-60315

Total \$104,618.52

We will be eliminating

Trend Micro \$8,087.00

Webfilter \$6,632.00

EndPoint Protection \$25,000.00

For a total of \$64,899.52

We also did not include \$18,000 in this year's budget in anticipation of moving forward with Platform services.

This would be sole source as Systems Engineering is our security provider.

I have received comparisons.

Attachment 2 is a quote from BlueSpruce, which is more costly with fewer services.

It is very hard to get an apples-to-apples comparison as each provider has their own tiler solution.

Staff Recommendation:

Approve Platform Services with Systems Engineering.

Next Steps:

If approved, staff will proceed and engage with Systems Engineering. We will establish timely goals and objectives. The goal would be to have all work completed by the end of 2025.

Attachments:

1. Attachment 1
2. Attachment 2



City of Biddeford - Platform Services

Prepared for:
City of Biddeford

Prepared by:
Mark Jutkiewicz
August 21, 2025

Introduction

Systems Engineering is proud to offer this proposal for platform managed services to the City of Biddeford, a long time partner interested in streamlining their security and support stance for their technology. In collaboration with the City the following proposal details our commitment to providing a robust set of support services that cover a baseline requirement for managing a modern IT environment. Much of the coverage provided is simply a re-orientation in what tools are utilized by the City of Biddeford to be more efficient and effective, for instance centralized patching and anti-virus. Others are priorities identified by the City in order to maintain the current day expectations of security within the environment; the Endpoint Detection and Response layer (Huntress EDR and ITDR) is the most obvious example of this.

City of Biddeford has maintained a basic break/fix service for a number of years which is primarily reactive based response. This will be enhanced with proactive monitoring of all devices and services on the network as well as other elements meant to compliment the service and support of keeping the environment up and running. Monthly Network Health Checks done by the NetAdmin team are a great human layer of checks and balances to provide a view into the overall health of the network.

Below are the summarized features of the Foundations platform selected:

- Break/Fix response 24x7
- Monitoring of all network and server devices 24x7
- Centrally managed patching for all Windows machines
- Centrally managed anti-virus for all Windows machines
- Huntress Endpoint Detection and Response for all servers and workstations
- Huntress Identity Threat Detection and Response to monitor Microsoft 365
- Monthly NetAdmin Health Check
- Email security and spam filter
- Centrally managed firewall and firewall logging (faster change management and more efficient troubleshooting)
- Annual Firewall audit based on updated standard build and best practices

In order to kick off our partnership's next evolution, we are dedicated to ensuring all information is documented accurately and as such request that we perform a robust assessment of the environment to gather key details that may be outdated or incomplete. While this would be a common occurrence as a billed event for clients seeking consultation, there is no intent to include this as a billed experience for City of Biddeford. This assessment will be at no cost as part of the on-boarding process with this new service agreement assuming the intended service schedule is in the best interest of the City post-assessment.

We look forward to partnering with the City of Biddeford for years to come and are excited to maintain this more robust support of your endeavors.

Information Technology Assessment

INTRODUCTION

Systems Engineering takes great pride in delivering IT and security solutions that provide organizations with efficient, agile, and secure technology environments. As your IT partner, we lay a solid foundation on which you can securely run your business and ensure technology is supporting your business goals and objectives. Looking towards the future, we help you stay on top of the rapidly evolving IT and cybersecurity landscapes to minimize risks and develop a custom technology roadmap to ensure you're making sound investments in IT. The following proposal outlines our approach to understanding your business's information technology environment and providing you with our informed opinion about the business risks that exist and our professional recommendations.

ESTABLISHING THE RIGHT LEVEL OF IT SUPPORT

To ensure our partnership begins in the right place and you receive the IT support you need, we start with an Information Technology Assessment. This engagement combines both a technical and an IT management evaluation that informs us of your technology environment and how your business currently uses technology. The IT Assessment:

- Documents the technology resources in use and identifies the network topology.
- Evaluates and compares each production solution against industry best practice standards.
- Identifies business risks and impacts associated with gaps in technical or IT management best practice standards.
- Outlines our recommended approach to technology and IT management standards alignment.
- Outlines our recommendations for mitigating business risks in the environment.

OUR APPROACH

Systems Engineering approaches each assessment engagement with a team of technology professionals, including a senior engineering resource from each discipline of computing, networking, security, and cloud services. We conduct a technology use review to understand the applications and data used for supporting your business processes, how each are being utilized, as well as your organization's IT management and governance practices. Each

resource will leverage their specialized expertise to identify and document all technologies, relevant configurations and network topology, data protection solutions, and highlight any risks associated with security vulnerabilities and network availability. After compiling and analyzing the information we collect, you will receive:

- A complete inventory of all network devices, applications, cloud compute platforms, and network management utilities.
- A report outlining gaps in technology standards and IT management best practices.
- An order of priority for recommended system changes.
- An Executive Summary presented to leadership outlining our findings and recommendations.

COLLABORATION

In order to successfully deliver a set of comprehensive findings, Systems Engineering will require your assistance. Our team will need to lean on your internal institutional knowledge before and during this assessment to achieve the best outcomes for all parties involved. The core elements of this collaborative process include:

- An introductory discussion of the organization's prior experience with network design, vendor management, and technology support; as well as a general history Information Technology investment.
- Network Access. It is critical that Systems Engineering be given admin level access credentials to all network devices, advanced applications, central management utilities, and cloud computing platforms.

LOGISTICS

We will ship a small computing device, an HP Mini, to your office that will be used by our assessing engineers. This unit ensures a secure connection for our team to access your network. The HP Mini must be connected to a working computer network connection as well as to electrical power. Once the HP Mini has been connected, we ask that you call the telephone number provided with the device so that we can verify that the device is successfully deployed and ready to start collecting information.

You will receive a communication from our Customer Service team indicating the dates for the Information Technology Assessment including an introduction to the engineers who will be engaging. It is critical that we have working credentials prior to the assessment so that our engineers can perform their discovery work. Ahead of your scheduled assessment date, our team will validate the credentials and confirm that we have everything we need to be

successful.

The administrative credentials for your network resources are considered highly sensitive and privileged information. As such, we take special precautions with this data to ensure that it is not stolen or lost. All the information that we collect about your network will be uploaded into our customer documentation platform. Upon request, we will delete all data collected during the assessment; otherwise, we will use this data for the on-boarding of services and/or project work. If you have access to an email encryption platform, please use this for sending your administrative credentials to us. If you do not have access to email encryption, we will send you an encrypted email that you can "reply all" to for securely sending this information to us. Once we receive the email, we will upload the credentials to our secure customer documentation platform so that everyone on the assessing team has access to this information.

Our *Mutual Non-Disclosure Agreement* is available upon request if you would like to exercise this level of protection.

The timeline for this assessment is typically three to four weeks, however this is subject to change based upon resource availability. We will provide an accurate timeline upon request.

COSTS

The cost for an Information Technology Assessment is determined by the level of effort required to perform the various technical reviews and develop the deliverables as outlined above. We estimate the level of effort based upon the size and scope of the assessment and then propose a fixed price for the engagement. The fixed price is shown in the investment summary of this proposal.

****Upon completion of the Network Assessment, Systems Engineering will credit the cost of this effort to the first billing cycle for managed IT services if a partnership for managed IT support is confirmed within 3 months of the post assessment risk review.****

Professional Services

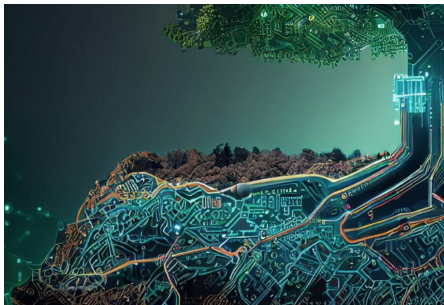
Product Description	Ext. Price
Standard Network Assessment	\$6,500.00
Standard Network Assessment - WAIVED	(\$6,500.00)

Managed Services Solution Summary

SE Foundations

At Systems Engineering, we understand how important it is to have reliable and secure information systems that can support organizational growth. We understand that business leaders need systems that can work anytime, anywhere, and from any device, along with the right people and tools to manage, protect, and optimize those systems.

Business leaders face increasing pressure to anticipate new threats and opportunities in the ever-changing IT landscape. Such pressure can be taxing and distracting, exposing organizations to risks and inefficiencies that can harm their profitability and reputation.



That's why Systems Engineering developed **our core service offering, SE Foundations**, to alleviate this pressure on small- and medium-sized businesses. Outsourcing the critical responsibilities of day-to-day IT management functions can free up the organization's resources to better focus on driving the business forward.

When your organization faces critical system-wide network issues that can disrupt business operations, impacting multiple users or the entire organization, our service incident support reacts with a 1-hour response time, 24/7, 365 days a year. We act swiftly and decisively to mitigate these broader events and minimize any significant disruptions. We also free your internal staff from managing essential but often neglected network functions, such as 24x7 performance monitoring, security patching, and antivirus management. These tasks demand specialized skills and can be challenging to maintain in-house over the long term.

SE Foundations is designed for organizations that have the capability to support their own end users and line-of-business applications. Our service is designed to ensure the smooth operation and security of an organization's network while working in tandem with their in-house IT team. Systems Engineering will handle the foundational aspects of IT, so organizations can focus on what matters most: growing the business.

Here is a brief outline of the services included under the SE FOUNDATIONS service platform.

- **Service incident support** - 1-hour response, 24/7, 365 days, for swift resolution of critical network issues, minimizing disruptions.
- **Proactive network administration** - Monthly remote network health-checks, keeping core applications up-to-date, and backups managed.
- **Layered network security** - 24x7 network monitoring, desktop security patching and server patching, managed antivirus, monthly external network scans, spam filtering, and endpoint detection and response.
- **Account Management** – budgeting, long-term strategic planning, and IT governance.
- **Clear and transparent pricing** – According to client's number of users, computers, and servers.

The SE Foundations service is a collaborative effort, which relies on cooperation and partnership of both parties to ensure secure and productive IT operations.

Exclusions

- Client's server hardware is run on Scale Computing with current support contracts. This hardware is outside the supportable stack for Systems Engineering and would be excluded from the break/fix efforts included in Foundations. Any support required to assist would be billed as a T&M engagement with best effort response. Client is comfortable working through support cases with Scale Computing for these types of issues.
- Ongoing maintenance and patching of the Scale hardware will be the responsibility of City of Biddeford, whereas the patching and maintenance of guest VM operating systems will be the responsibility of Systems Engineering.
- Due to the Scale Computing being a hyperconverged solution, this means that both the hypervisor (virtualization platform) as well as the backup and recovery functionalities are built into the Scale infrastructure solution. These functions would similarly be considered excluded from standard break/fix and may require coordination with client if certain efforts are required related to these functions.
- As mentioned above this means that backup jobs cannot be monitored as they may otherwise be able to and as mentioned in the service schedule. City of Biddeford will be required to provide a viable backup if needed for any restoration efforts.

Managed Services Pricing

Product Description	Qty	Recurring Unit Price	Recurring Extended Price
SE Foundations base monthly fee.	1	\$1,800.00	\$1,800.00
SE Foundations per-User Fee	170	\$17.60	\$2,992.00
Foundations Front-line Worker Fee	30	\$8.00	\$240.00
SE Foundations per-Workstation fee.	185	\$17.60	\$3,256.00
SE Foundation per-Server fee.	11	\$39.11	\$430.21

Monthly Subtotal: **\$8,718.21**

City of Biddeford - Platform Services



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 #: 019472

Version: 1
Delivery Date:
08/21/2025
Expiration Date:
08/31/2025

Monthly Expenses Summary

Description	Amount
Managed Services Pricing	\$8,718.21

Monthly Total: \$8,718.21

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.

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Systems Engineering (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date the Client accepts the Order (the "Effective Date").

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitute your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable.

The parties, acting through their authorized officers, hereby execute this Agreement.



Systems Engineering

Signature: 
Name: Mark Jutkiewicz
Title: Account Manager
Date: 08/21/2025

City of Biddeford

Signature: _____
Name: Jerry Gerlach
Date: _____

Exhibit A

Agreement	Description
Master Services Agreement	General terms and conditions applicable to all Provider products and services.
Services Attachment for Managed Services	Core managed services including monitoring, remote management, and help-desk.
Schedule of Services	Description of managed services offered by Provider.
Data Processing Agreement	Data security and privacy agreement including statutorily required terms.
Service Level Objectives	Targeted response times by tier of severity.
Schedule of Third-Party Services	Notice of third-party services and waiver of claims.



City of Biddeford



36-Month Managed Services Agreement NOC-SOC-EDR

Date: 8/05/25

Proposal Number: 072225SP_GDE

Version 2.0

Presented to: Jerry Gerlach – IT Director

Copyright 2025 by
Blue Spruce Technologies
All Rights Reserved

This document is protected under the copyright laws of the United States and other countries as an unpublished work. This proposal contains information that is proprietary and confidential to Blue Spruce Technologies or its technical alliance partners, which shall not be disclosed outside or duplicated, used or disclosed in whole or in part for any purpose other than to evaluate Blue Spruce Technologies. Any use or disclosure in whole or in part without the express written permission of Blue Spruce Technologies is prohibited.



Introduction – Version 2.0

Managed Network (NOC), Managed Security (SOC), and Managed EDR Services City of Biddeford, Maine

We are pleased to present this updated version 2.0 of our comprehensive Managed Services proposal to the City of Biddeford, reflecting refined service assumptions and updated endpoint counts based on our continued dialogue. This version supersedes proposal v1.1, originally submitted on July 22nd, 2025.

This proposal outlines Blue Spruce Technologies' continued commitment to delivering best-in-class, 24/7 Managed Network Operations Center (NOC), Security Operations Center (SOC), and Microsoft-integrated Endpoint Detection and Response (EDR) services—now tailored to support 153 active endpoint devices (comprised of 141 Microsoft G5-licensed and 12 F5-licensed users). This adjusted scope ensures cost efficiency while preserving the same robust, defense-in-depth approach Biddeford requires for resilient IT operations and cybersecurity posture.

Our fully managed services—leveraging Sensilla.cloud's machine learning-driven SOC capabilities, along with Microsoft Entra ID, Intune, and Defender for Endpoint—are purpose-built to align with Biddeford's operational priorities, compliance obligations, and risk mitigation strategies across municipal departments and critical infrastructure.

We look forward to the opportunity to advance this engagement with the city and deliver measurable value through proactive visibility, automation, and trusted technical partnership.

Blue Spruce Technologies proposes a complete **three-pronged** managed services approach, purpose-built to enhance the City's digital infrastructure, reduce cyber risk, and ensure uninterrupted public service delivery. Our solution includes:

- **Managed Network Operations (NOC):** 24x7x365 monitoring, management, and optimization of the City's network environment to ensure availability, performance, and scalability.
- **Managed Security Operations (SOC) powered by Sensilla:** 24x7x365 monitoring, management, and optimization of the City's cybersecurity posture through our proprietary, ML-driven Sensilla platform delivering deep, cartographic network visibility with intelligent threat detection, correlation, and response across all layers of network activity (Layer 1–7), including lateral (east-west) and ingress/egress (north-south) traffic.
- **Managed Endpoint Detection & Response (EDR):** 24x7x365 monitoring, management, and optimization of the City's Endpoints, leveraging **Microsoft Intune**, **Microsoft Defender for Endpoint** and **Defender for Servers**, fully integrated within our Sensilla platform, Blue Spruce

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com



provides advanced endpoint protection across user and server devices, including behavioral analytics, automated threat remediation, and vulnerability management.

To ensure streamlined operations and full lifecycle management, our proposal includes all necessary Microsoft licensing for **Intune, Defender for Endpoint, and Defender for Server**, enabling centralized policy enforcement, secure device onboarding, and continuous compliance across the City's IT landscape.

Through this strategic combination of managed NOC, SOC, and EDR services—with full Microsoft integration, Blue Spruce Technologies stands ready to deliver a secure, modern, and resilient IT environment for the City of Biddeford.

Managed Services Structure

Blue Spruce Technologies Inc. delivers its Managed Services through a coordinated set of specialized functional disciplines, each designed to drive operational excellence and long-term value. The structure of our managed services agreement is intentionally built to ensure maximum uptime, seamless and responsive client experience, data-informed strategic decision-making, and proactive lifecycle optimization of your technology infrastructure. Our service delivery model is organized into the following core functional areas:

Blue Spruce Technologies — Managed Network Operations Center (NOC) Services:

Blue Spruce Technologies delivers highly responsive and proactive Managed Network Operations Center (NOC) Services, purpose-built to ensure the continuous health, performance, and security of critical IT infrastructure. Our NOC team operates as an extension of your IT organization, focused on automation, rapid issue resolution, and preventative maintenance to minimize downtime and optimize network efficiency.

Key features of our Managed NOC Services include:

- **24x7x365 Proactive Monitoring & Alerting**
Continuous oversight of network systems, devices, and services ensures that potential issues are identified and addressed before they can impact operations. Our automated alerting and intelligent triage systems drive faster time-to-resolution and reduce mean time to recovery (MTTR).
- **Network Remediation & Maintenance**
Blue Spruce provides full-spectrum remediation for network-related incidents, including fault

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com

isolation, configuration restoration, and root-cause analysis. We also perform scheduled patching, firmware upgrades, and routine maintenance to maintain system integrity and availability.

- **End-to-End Connectivity & Infrastructure Management**
We manage all internal and external network connections, including LAN, WAN, VPN, and wireless systems. Our NOC team ensures stable, secure, and high-performing connectivity across sites, users, and systems.
- **Integrated Logging & Performance Trending**
By aggregating log data and performance metrics, we provide insights into network behavior, allowing for proactive adjustments, capacity planning, and risk mitigation.
- **Security-First Architecture Management**
Blue Spruce enforces and maintains network segmentation, firewall rules, VLANs, and access controls in alignment with best practices and compliance requirements—ensuring that both performance and security remain top priorities.
- **Comprehensive Documentation & Knowledgebase Maintenance**
We develop and maintain a detailed, up-to-date library of technical documentation, including topology maps, configuration backups, change logs, and SOPs. This ensures operational continuity and transparency for stakeholders and partner teams.

Blue Spruce Technologies — Managed Security Operations Center (SOC) Services + Sensilla:

Blue Spruce Technologies delivers advanced, intelligence-driven Managed Security Operations Center (SOC) Services, combining 24x7x365 human expertise with the power of Sensilla, our proprietary AI/ML-powered NDR-SIEM-cartographic security platform. This hybrid model enables real-time threat detection, rapid response, and full-spectrum cyber defense across on-premises, hybrid, and cloud environments. Our SOC Services are designed to meet the escalating cybersecurity demands of today's threat landscape—offering comprehensive visibility, zero-trust enforcement, and continuous protection of user identities, devices, data, and networks.

Key components of our SOC Services with Sensilla include:

- **24x7x365 Security Monitoring & Incident Response**
Our SOC analysts monitor your environment around the clock, investigating alerts and anomalies using automated playbooks and expert triage. We rapidly identify, contain, and escalate incidents to prevent lateral spread and data loss.
- **Sensilla — ML-Powered NDR & SIEM**
Sensilla leverages behavioral analytics, threat intelligence, and machine learning to deliver real-time detection of known and unknown threats. Its cartographic visualization engine



- provides deep contextual insight into north-south and east-west traffic, helping analysts spot lateral movement, command-and-control activity, and insider threats.
- **Unified Threat Intelligence & Correlation**
Through dynamic threat correlation, Sensilla ingests logs and telemetry from across your digital estate—including endpoints, servers, firewalls, and cloud applications—creating a single-pane-of-glass view for threat hunting and decision-making.
 - **Automated Playbooks & Response Orchestration**
Blue Spruce implements automated workflows to streamline common threat response actions such as endpoint isolation, user lockout, IOC blocking, and alert enrichment—minimizing manual intervention and time-to-containment.
 - **Vulnerability & Exposure Management**
Sensilla identifies misconfigurations, unpatched systems, and exploitable vulnerabilities in real-time, prioritizing remediation based on severity, asset value, and exploitability.
 - **Compliance Reporting & Audit Readiness**
Our SOC services include detailed compliance mapping, custom reporting, and policy enforcement to support frameworks such as CJIS, NIST, HIPAA, FERPA, and CMMC. Sensilla provides secure, auditable records for regulators and internal stakeholders.
 - **Deep Integration with Endpoint & Cloud Security Tools**
Sensilla natively integrates with Microsoft Defender for Endpoint, Defender for Servers, Intune, and Microsoft 365 Defender—enabling correlation of endpoint, identity, and cloud telemetry within one unified platform.

With Blue Spruce Technologies and Sensilla, organizations gain a highly adaptive, intelligent, and cost-effective security operations model that meets modern threat challenges head-on—delivering visibility, velocity, and verifiable outcomes.

Blue Spruce Technologies - Managed Security Operations Center (SOC) Services + Microsoft EDR:
Blue Spruce Technologies delivers a next-generation Managed Security Operations Center (SOC) Service that combines the strength of Microsoft's advanced Endpoint Detection and Response (EDR) solutions—Defender for Endpoint and Defender for Server—with our expert SOC analysts, proven methodology, and robust integration with Microsoft Intune and Azure AD. This comprehensive model provides end-to-end protection, continuous monitoring, and real-time incident response for all user and server endpoints. Blue Spruce's SOC Services provide a highly integrated, cloud-native approach to endpoint protection, enabling faster detection, reduced attack dwell time, and streamlined remediation across your digital environment.

Key Features of the Blue Spruce SOC + Microsoft EDR Solution:

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com

- **24x7x365 Endpoint Threat Monitoring & Response**
Our SOC analysts leverage the full capabilities of Microsoft Defender for Endpoint to continuously monitor device activity, investigate alerts, and respond to threats in real time—ensuring immediate containment of suspicious behavior across all user and server endpoints.
- **Advanced EDR with Behavioral Analytics**
Defender for Endpoint uses behavior-based detection and telemetry analysis to surface sophisticated attack techniques such as credential theft, privilege escalation, lateral movement, and ransomware. Blue Spruce's SOC team actively hunts for threats aligned with the MITRE ATT&CK framework, providing rapid analysis and threat containment.
- **Integrated Microsoft Intune & Conditional Access Policies**
Leveraging Microsoft Intune and Azure AD Conditional Access, Blue Spruce enforces endpoint compliance and access policies dynamically—automatically blocking access for devices exhibiting risk, misconfiguration, or signs of compromise.
- **Automated Investigation & Remediation (AIR)**
Our solution uses Microsoft's built-in AIR capabilities to autonomously triage alerts, isolate impacted devices, and remediate threats—significantly reducing analyst workload and time-to-response.
- **Attack Surface Reduction (ASR) & Hardening**
We proactively reduce endpoint attack surfaces by enforcing ASR rules, blocking macro execution, restricting script abuse, and disabling vulnerable legacy protocols—all centrally managed and audited by Blue Spruce.
- **Unified Endpoint, Identity & Cloud Telemetry**
Through Defender for Endpoint's native integration with Microsoft 365 Defender and Azure, Blue Spruce delivers correlated insights across endpoints, identities, email, and cloud apps—creating a truly zero trust-aligned defense architecture.
- **Comprehensive Reporting & Compliance Support**
Blue Spruce delivers detailed reporting aligned with regulatory standards such as NIST, CJIS, HIPAA, and CMMC. Our managed EDR service ensures all threat activity, response actions, and audit logs are documented and accessible to stakeholders.

Microsoft EDR Solution Breakdown:

Microsoft Defender for Endpoint (Users & Endpoints)

Protects: Windows, macOS, Linux, Android, iOS

Key Features:

- Next-Gen AV (NGAV) & Cloud-Based Malware Detection
- Endpoint Detection & Response (EDR)

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com

- Threat & Vulnerability Management (TVM)
- Automated Investigation & Remediation
- Behavioral-based attack detection
- Attack Surface Reduction (ASR) rules
- Integration with Microsoft 365 Security ecosystem

Outcome: Stops malware, phishing, ransomware, and advanced threats on user endpoints.

Microsoft Intune (Device Management)

Protects: All enrolled devices (user devices, shared devices)

Key Features:

- Policy-based control over device security settings
- Device compliance enforcement (e.g., encryption, antivirus, password policy)
- Remote wipe, lock, and reset
- Conditional Access enforcement via Azure AD
- Mobile app management (MAM)
- Patch/update deployment and enforcement

Outcome: Ensures only secure, compliant, and trusted devices can access corporate resources.

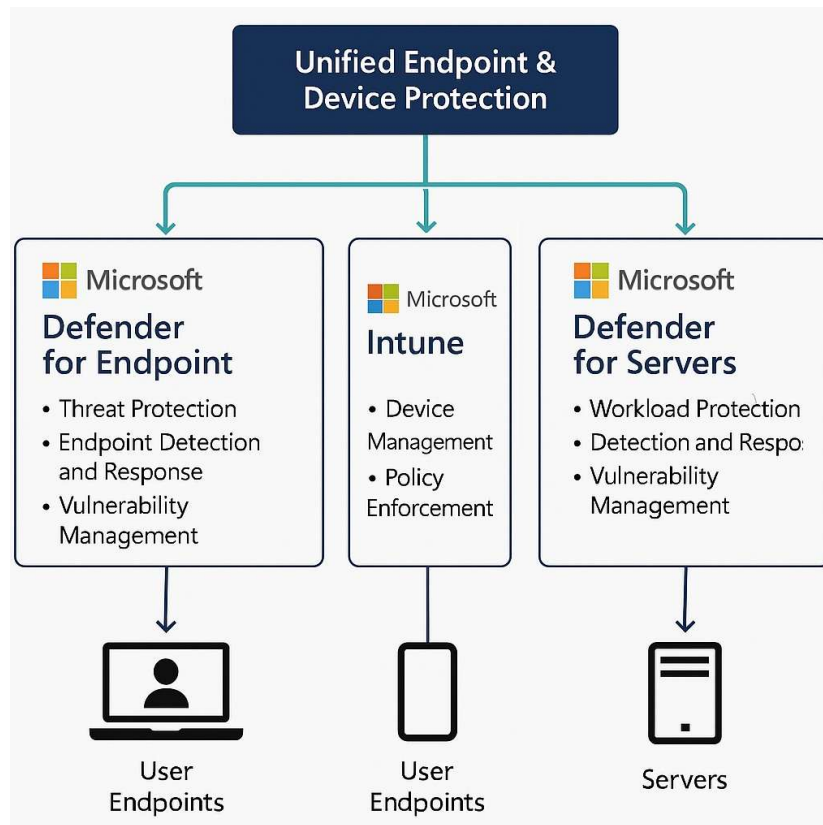
Microsoft Defender for Servers (Server Workload Protection)

Protects: Windows and Linux servers in Azure, AWS, GCP, on-prem, or hybrid environments.

Key Features:

1. Advanced Threat Protection
 - Detects threats like fileless malware, privilege escalation, lateral movement, and C2 communication across server workloads.
 - Uses the same behavioral analytics and threat intelligence as Defender for Endpoint.
2. Endpoint Detection & Response (EDR) for Servers
 - Continuous monitoring of server activity.
 - Threat hunting and incident investigation with full audit trails.
3. Integrated Vulnerability Management
 - Identifies OS and software vulnerabilities across all connected servers.
 - Offers security baselines and remediation recommendations.
4. File Integrity Monitoring (FIM)
 - Alerts when critical files, registries, or configurations are changed.
5. Integration with Defender for Cloud
 - Assesses security posture using Secure Score and compliance policies.
 - Helps enforce hardening standards (CIS, NIST, etc.).
6. Automatic Provisioning

- When integrated with Azure Arc or Defender for Cloud, agents are auto-deployed and configured at scale—even for non-Azure workloads.
7. Just-in-Time (JIT) Access
- Controls server access to reduce attack surfaces by minimizing persistent access.



How They Work Together

Platform	Purpose	Examples of Integration
Intune	Enforce compliance and config on user devices	If a device is missing antivirus or encryption, it's blocked from corporate resources.
Defender for Endpoint	Threat protection for user devices	Detects malware or suspicious behavior on an endpoint and triggers auto-remediation.
Defender for Servers	Server workload protection	Flags vulnerable ports, malware, or lateral movement attempts inside hybrid data centers or cloud environments.



With Blue Spruce Technologies as your trusted partner, you gain more than just a toolset—you gain a fully managed, Microsoft-aligned cybersecurity defense system that continuously protects, detects, and responds across your entire endpoint landscape.

Blue Spruce Technologies - Integration / Strategic Services:

Comprised of subject matter experts, the integration services team is the highest escalation point for any service request. This team is focused on emerging technologies and driving efficiencies through technology enhancements and provides the following services:

- Provides normal business hour (8-5 Monday-Friday EST) coverage for most tasks.
- Analyzes City of Biddeford's needs and recommends appropriate network configurations.
- Assists departmental management with development of systems standards, short- and long-term goals, and strategic directions.
- Designs and configures network security features for local and wide area networks.
- Analyzes, recommends, and evaluates new hardware, software, and related communications products for network compatibility and applicability.
- Performs advanced diagnostics and maintenance when communication/connectivity and security expertise is required.
- Performs preventative and fault isolation maintenance on the local and wide area networks.
- Works with cross-functional teams in the design and implementation of information technology.
- Designs, configures, and optimizes local and wide area networks for optimal performance, maximum security and availability, minimal maintenance, and reasonable costs.

Blue Spruce Technologies - Account/Project Manager (A/PM):

The Account/Project Manager (A/PM) plays a pivotal role in ensuring the overall technical and strategic success of the partnership between Blue Spruce Technologies Inc. and the City of Biddeford. Acting as the central point of coordination, the A/PM is responsible for aligning IT service delivery with the City's operational goals, while ensuring efficient management of day-to-day support and long-term initiatives.

Key responsibilities include:

- Serving as the primary point of contact for all service tickets, escalations, and project coordination activities.
- Collaborating closely with the City of Biddeford's designated liaison to ensure IT services consistently support organizational priorities and evolving business needs.
- Maintaining ongoing communication with internal IT personnel, departmental stakeholders, and third-party vendor representatives to facilitate alignment, transparency, and

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com

responsiveness.

- Overseeing the coordination of activities related to the City's data networks and their security posture, including issue resolution and change management.
- Managing contractual obligations, including participation in RFP development, vendor evaluation, selection processes, and ongoing contract compliance and monitoring.

City of Biddeford Roles & Responsibilities:

The City of Biddeford's role becomes more strategic and oversight-focused, with a reduced operational burden and an increased focus on policy, planning, internal coordination, and accountability. The City of Biddeford IT staff will be responsible for providing end-user helpdesk, while Blue Spruce handles day-to-day operations, monitoring, incident response, patching, and protection of the City's IT systems.

1. Strategic IT Governance & Oversight

- Serve as the primary liaison between City departments and Blue Spruce Technologies.
- Provide strategic input and policy direction for IT-related priorities, risk tolerance, and compliance needs.
- Participate in quarterly business reviews (QBRs) and strategic planning sessions with Blue Spruce A/PM.

2. Vendor Management & Contract Oversight

- Monitor service level performance, response times, and deliverables outlined in the MSP agreement.
- Manage the City's contractual relationship with Blue Spruce (budget tracking, invoicing, change requests).
- Participate in vendor evaluations or RFPs for new technologies and services (in coordination with Blue Spruce).

3. Business Requirements Gathering & Stakeholder Engagement

- Engage with City departments to identify evolving business needs, application requirements, and user satisfaction.
- Translate business requirements to Blue Spruce for solution design, implementation, or service changes.

4. Policy Ownership & Approval Authority

- Maintain ownership of local IT policies, governance standards, and data classification requirements.
- Review and approve configurations, security baselines, or architecture changes proposed by Blue Spruce.

5. User Communications & Coordination



- Coordinate internal communication to City staff during maintenance windows, upgrades, or incidents.
 - Act as a point of contact for escalated non-technical concerns or policy-related questions.
6. Hands-On Support (As Needed or Tier-0/Tier-1)
- Depending on the staffing model, internal IT may:
 - Assist with basic user support (Tier-0/Tier-1), such as password resets, account provisioning, or peripheral issues.
 - Provide on-site support for hardware moves, physical cabling, or vendor escorting.
7. Compliance, Audit, and Records Support
- Provide historical data, asset records, and policy documentation for audits or legal/compliance reviews.
 - Participate in cyber insurance, regulatory, or public transparency initiatives with Blue Spruce.
8. Emergency Coordination
- Act as an incident commander or executive decision-maker during major outages, security events, or disaster recovery scenarios in coordination with Blue Spruce's NOC/SOC teams.

Scope of services

Network Equipment (across 6 Bldgs./facilities)

Product	Qty
Fortinet FortiGate Firewall	1
Cisco Meraki Switches	20
Cisco Meraki Wireless Access Points (indoor)	14
Cisco Meraki Wireless Access Points (Outdoor)	1
Other Networking devices	TBD

36 total

Endpoints & Systems Equipment

Product	Qty
Desktop Computers (141 +12)	153
Servers	20

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com

Change Requests

On occasion, the City of Biddeford may need an infrastructure change that Blue Spruce Technologies Inc. can quickly resolve. A “change” is defined as an Add/Change/Remove to an existing component/environment. All change requests require client approval, whether covered by the monthly contract or not.

Minor Change Requests describe any change request that can be completed in under 4 hours of continuous engineering time. Minor Change Requests are included in this Managed Services contract. Examples of Minor Change Requests are as follows:

- Non-major version upgrades to devices under management
- Remote rollout of software or upgrades
- Ad hoc changes to systems not under contract with mutual agreement between the customer and the A/PM.
- Adding switch ports to a VLAN

Major Change Requests are defined as change requests that require over 4 hours to perform. Major Change Requests are considered out of scope for this agreement. Major Change Requests will be billed based on the resource level needed, at the rates listed herein.

Troubleshooting / Outages

Troubleshooting issues and outages are part of the Managed Service offering and will not result in additional fees, unless the troubleshoot is deemed to be a result of end user action, and/or malicious intent. In this case, an agreement with the customer will be discussed once root cause has been established, and during the process of the troubleshoot if viable. Billable services rendered will be at the rates defined herein.

Emergency Support

City of Biddeford may need support for end users on an emergency basis and outside the normal business hours covered by the Blue Spruce Technologies Inc. Managed Service resources. After hours emergency support will be redirected to the appropriate resources and will be handled on a best-effort basis. Emergency support provided by Blue Spruce Technologies is invoiced at an after-hours rate.

Service Levels

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com



The following table shows the target of response times for each priority level.

Service Disruption	Priority	Response Time
Widespread outage - most/all users or services affected. Business operations impacted	1	1 hour
Isolated outage - small number of users or services affected. Business operations not impacted	2	4 hours
Configuration change	3	24 hours
Enhancement request	4	Scheduled by A/PM

Ticketing system

Blue Spruce Technologies' ticketing system will be the primary method for initiating a request for support and/or changes. M City of Biddeford can view the status of tickets via Blue Spruce's central ticketing portal.

<https://wkf.ms/4hsHHyM>

The ticketing system will be leveraged to track performance related to the service response times.

Contact information

City of Biddeford may use the information below to contact Blue Spruce for assistance with service requests. If possible, please create a ticket prior to contact.

Create a Ticket:

<https://wkf.ms/4hsHHyM>

Gregory Earley
603.320.1110

Steve Pettit
603.866.1131

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com



PRICING

The following table displays pricing and rates for the portfolio of proposed Managed Services:

Description	Qty	Unit	Item Cost	Extended Cost
Managed Network Services (~25 devices)	12	Monthly	\$5,000.00	\$60,000.00
Managed Security NDR-SIEM Services	12	Monthly	\$7,500.00	\$90,000.00
Managed EDR Services (220 devices)	12	Monthly	\$850.00	\$10,200.00
Managed Endpoints	~153	Units	-	-
Managed Servers	~20	Units	-	-
Sub-Total				\$160,200.00
Government Discount			35%	(-\$56,070.00)
Total MSP Annual Services:				\$104,130.00

The following table displays pricing and rates for Onboarding engineering services:

Description	Quantity	Item Cost	Unit	Extended Cost
On-Boarding: Includes discovery, Sensilla integration, Intune & Defender rollout planning, EDR policy review, and documentation.	1	\$2,500.00	1	\$2,500.00
Total Onboarding Services Costs:				\$2,500.00

The following table displays pricing for the required Microsoft EDR licensing:

Description	Qty	Item Cost	Unit	Extended Cost (1YR)
Microsoft Intune & Entra	173	-	Per Device	Client Has Licensing
NCE Microsoft 365 GCC G5 Annual Commit	141	\$49.80	User/Month	\$84,261.60

Blue Spruce Technologies, Inc.
 4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com

Description	Qty	Item Cost	Unit	Extended Cost (1YR)
NCE Microsoft 365 GCC F5 (Security add-on) Annual Commit	12	\$6.99	User/Month	\$1,006.56
NCE Microsoft 365 GCC F3 Annual Commit	12	\$6.99	User/Month	\$1,006.56
Microsoft Defender for Server Plan 1 (non-cloud) Annual Commit.	20	\$4.53	Server/Month	\$1,087.20
Total MS EDR Licensing Annual Costs:				\$87,361.92

Note: the above pricing is based on a "per user" or "per device", and per month basis with an annual commitment on all licenses. All servers are presumed to be premise based. See the Appendix for additional details.

The following table displays pricing & rates for Project-based BST professional services:

Description	Qty	Unit Cost	Unit	Extended Cost
BST on-site Technical Services - includes device prep, unboxing, Scan/Record Service Tag, Mounting rack or suitable surface, Power-on Testing, Network Connection via existing CAT6/DAC/Fiber Jumper cable. Patch cords will be transferred from the existing device to the new device platform. Note: On-site Tech-Serv is billed in Hourly increments. (Hrs.)	1	\$140.00	Hour	TBD
BST Project Manager (Remote-On-site) coordinates the BST team, other vested parties with the client. Outcome - PM establishes milestones coordinating tasks and responsibilities. (Hrs.)	1	\$125.00	Hour	TBD
BST (Remote) Sr. Network Engineer provides assessment and configuration to include Establishing an IP address (static or DHCP) on each device, Naming Convention, Initial Config Migration from an existing platform, Join to SSIDs & VLANs, Licensing & Cloud Mgmt., Test Config. Network devices are configured in Hourly increments. (Hrs.)	1	\$240.00	Hour	TBD

Description	Qty	Unit Cost	Unit	Extended Cost
BST (Remote) Sr. Systems Engineer provides assessment and configuration of systems: Domain Controllers, AD, File Servers access logs, DHCP, DNS changes, alerts. Outcome – re-restored systems, valid log integrity, services resumed. Hourly increments. (Hrs.)	1	\$240.00	Hour	TBD
Total Project Based Services:				\$TBD

Term & Commitment

- **Initial Term:** 12 months, renewable annually (based on a 36-month agreement)
- **Service SLA:** Defined response and escalation matrix to be included in final agreement
- **Quarterly Performance Reviews:** Included with every agreement term
- **Billing:** Monthly invoicing for services; annual invoicing for licensing if purchased through Blue Spruce

Payment schedule for the contract is flexible and can be tailored to suit the district's requirements (ex. paid upfront, monthly or quarterly invoicing, etc.). Payments are due 30 days from invoice date.

This Managed Services Agreement is for a 12-month duration with date of service from July 1, 2025 – June 30, 2026, with the option to extend for 1 additional 12-month term until June 30, 2027.

Services will be provided via a combination of remote-access and onsite work and assumes normal business hours for projects, unless otherwise agreed to by both parties.

Terms & conditions

1. **SERVICES.** During the Term (defined below), Blue Spruce Technologies Inc. will provide Client with the Services and, if requested and agreed to by Blue Spruce Technologies Inc. and Client.

2. **DUTIES OF THE PARTIES.**

A. **Duties of Blue Spruce Technologies Inc.** Blue Spruce Technologies Inc. agrees to use commercially reasonable efforts to timely deliver and support the Services for Client in accordance with industry standards.

B. **Duties of Client.** Client agrees to (i) timely submit all payments to Blue Spruce Technologies Inc. at Blue Spruce Technologies Inc.'s place of business; (ii) provide Blue Spruce Technologies Inc. with access to Client's facilities, including access to Client's computer systems, according to the Client's procedures which are provided to Blue Spruce Technologies Inc. in writing and in advance, and

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com



adequate and suitable facilities and space for Blue Spruce Technologies Inc.'s personnel to work at the Client's facility and on such computer systems. If Blue Spruce Technologies Inc. determines that the Services require Blue Spruce Technologies Inc. to remotely access Client's computer systems, Client agrees that it shall also provide Blue Spruce Technologies Inc. with all the information reasonably requested by Blue Spruce Technologies Inc. for Blue Spruce Technologies Inc. to remotely access Client's computer systems. Client also acknowledges and agrees that the providing of the Services may in some circumstances result in the disruption of services at Client's facility or on Client's computer systems or loss or damage to software or hardware.

3. PRICING AND PAYMENT.

A. Pricing. The fees ("Fees") for Service Offerings are set forth in the Pricing section. The hourly rates for Excluded Services agreed to by Blue Spruce Technologies Inc. and Client are set forth in the Statements of Work to be generated as needed.

B. Payment. Blue Spruce Technologies Inc. will invoice Client on the agreed to schedule, per the Fees set forth in the Pricing section. All Excluded Services provided to Client by Blue Spruce Technologies Inc. are due upon receipt of Blue Spruce Technologies Inc.'s written invoice(s) for such Excluded Services. Blue Spruce Technologies Inc. will have no obligation to perform any services for Client, whether included in this Agreement or otherwise, unless all charges, fees, and taxes for Services rendered under this agreement have been paid in full by Client when due. In the event of non-payment of any sum due and owing under this Agreement, Blue Spruce Technologies Inc. shall have the right to suspend or immediately terminate the providing of all Services, without notice, and Blue Spruce Technologies Inc. may determine whether or not to reinstate any Services upon receipt of payment in full of all sums owed. Any payment not received by Blue Spruce Technologies Inc. on or before thirty (30) days following the due date shall bear interest from the due date until paid in full at the lesser of one percent (1%) per month or the maximum rate allowed by applicable law. Fees are subject to an increase of up to three (3) percent per year. All amounts shall be payable by Client to Blue Spruce Technologies Inc. without right of setoff, deduction, or demand.

4. TERM AND TERMINATION. This Agreement shall be effective for one year, commencing on the date this Agreement is executed by Client and accepted and executed by Blue Spruce Technologies Inc. ("Effective Date"). The initial one-year period (or such shorter or longer period of effectiveness as mutually agreed to by Blue Spruce Technologies Inc. and Client) is referred to as an "Effective Period" and collectively all of the Effective Periods of this Agreement are referred to as the "Term". Either party may terminate this Agreement at any time by providing at least three (3) months ("Notice Period") prior written notice to the other party. Client acknowledges and agrees that Client is responsible to pay monthly Fees for Service Offerings during the Notice Period, regardless if Client requests not to receive such Service Offerings during the Notice Period, at the same monthly amount as the average of the three (3) month period immediately preceding the notice of termination. Blue Spruce Technologies Inc. may immediately terminate this Agreement upon written notice to Client if Client (i) fails to make any payment to Blue Spruce Technologies Inc. when due and such failure continues for a period of five (5) labor days following written notice of such failure by Blue Spruce Technologies Inc. to Client; or (ii) breaches any other provision of this Agreement. Immediately upon the expiration or termination of this Agreement, or upon the earlier request of one of the parties, the other party shall (i) return to the other any and all equipment provided by the other party; and (ii) discontinue the use of and permanently delete from the party's

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com

computer systems any and all of the other party's software and other computer programs installed or provided by the other party.

5. OWNERSHIP. All materials, including all copyrights, trademarks, logos and other identifying marks (collectively "Materials") of each party are and shall remain the exclusive property of that party, and except as otherwise specifically set forth in this Agreement, no license to use such Materials is granted pursuant to this Agreement. All Materials are proprietary and may not be reproduced, duplicated or disseminated for any purpose. All non-third-party software installed or provided by one of the parties for the other party's use is proprietary software and the exclusive property of installing party.

6. CONFIDENTIAL INFORMATION.

A. Pursuant to providing the Services, either party may gain access to the other party's Confidential Information. Each party will adopt commercially reasonable measures to protect the other party's Confidential Information provided pursuant to this Agreement. For purposes of this Agreement, "Confidential Information" means:

- (i) All inventions, processes, designs, trade secrets, formulas and formulations, methods, know-how, samples, test, technology, standard operating procedure and other data, and other information relating to the preclinical, clinical and pharmaceutical development, analysis, regulatory files and correspondence, manufacturing and packaging in whatever form (written, oral, visual, electronic);
- (ii) All sales and marketing plans, future plans, business plans, financial information, results of consultancies, contracts, customer lists and relationships, and other information which may be needed to be disclosed by each party to the other in relation to business negotiations in whatever form (written, oral, visual, electronic); and
- (iii) Any kind of information identified by one of the parties as Confidential Information

B. Confidential Information does not include information which: (i) the recipient can demonstrate in writing to be rightfully known to recipient at the time it receives the information; (ii) has become publicly known through no wrongful act of the recipient; (iii) the recipient can demonstrate in writing to have been rightfully received by recipient from a third party authorized to make such communication without restriction; or (iv) has been approved for release by written authorization of the discloser. A recipient may disclose Confidential Information if required by court or government action to be disclosed; provided, however, the recipient must first provide the discloser with reasonable prior, written notice of such disclosure so that the discloser may attempt to prevent such disclosure, and that the Confidential Information shall continue to be treated as Confidential Information for all other purposes.

C. Each party undertakes to hold any and all Confidential Information in confidence and to use it exclusively for the purposes set forth in this Agreement. Neither party shall, directly or indirectly, make use of the Confidential Information of the other party without the other party's prior, written consent.

D. Blue Spruce Technologies Inc. and Client agree, except as otherwise set forth in this Agreement and unless otherwise required by law or compelled by a court of competent jurisdiction, not to disclose to a third party, without the prior written consent of the other party, the Confidential Information, including the terms and/or conditions of this Agreement, including, without limitation, not



disclosing or sharing a copy of this Agreement with any third party. Blue Spruce Technologies Inc. agrees to protect the confidentiality of Client's Confidential Information provided to Blue Spruce Technologies Inc. per terms of Blue Spruce Technologies Inc.'s standard Confidentiality Policy.

7. **HIRING OF** Blue Spruce Technologies Inc.'s employees. In the absence of Blue Spruce Technologies Inc.'s prior written consent, and for a period of twelve (12) months following the expiration or termination of this Agreement, for any reason whatsoever, Client agrees not to hire or engage, directly or indirectly, any person who, at any time during the twelve (12) months immediately preceding such hiring or engagement, was an employee of Blue Spruce Technologies Inc. employed to perform the Services or other services similar to the Services for any customer of Blue Spruce Technologies Inc.. Blue Spruce Technologies Inc. and Client agree that the damages from a breach of this Section would be difficult to ascertain. Therefore, in the event Client breaches this provision, Client agrees to pay Blue Spruce Technologies Inc., as liquidated damages and not as a penalty, a sum equal to twenty-four (24) month's pay for each former employee of Blue Spruce Technologies Inc. hired by Client, at the rate paid by Blue Spruce Technologies Inc. for the last full month of such employee's employment with Blue Spruce Technologies Inc. In addition, Blue Spruce Technologies Inc. shall be entitled to temporary and permanent injunctions in order to prevent or restrain any such violation of this Section by the Client or its partners, agents, representatives, servants, employers, employees and any and all persons directly or indirectly acting for or with the Client. These remedies shall be in addition to, and not in limitation of, any other rights or remedies afforded to Blue Spruce Technologies Inc. under this Agreement or available to Blue Spruce Technologies Inc. at law or in equity.

8. **FORCE MAJEURE.** Except for payment obligations, the parties shall not be responsible for failure to render any obligation due to causes beyond its reasonable control, including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, floods, war, acts of terrorism, delays in transportation, accident, failure of Client to provide a suitable operating environment for Blue Spruce Technologies Inc., hardware malfunctions caused by defects in software or otherwise, failure of Client to allow Blue Spruce Technologies Inc. access to its computer system, acts of God and other similar occurrences. The obligations and rights of the parties shall be extended on a day-to-day basis for the duration of excusable delay.

9. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants to the other party that (i) it has the full right, power and authority to enter into and to perform this Agreement; (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action; (iii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization,

moratorium and other laws affecting the rights of creditors generally; and (iv) the execution, delivery and performance of this Agreement does not or will not violate or cause a breach or default under (a) the governing corporate or company documents of such party; (b) any agreement, lease, mortgage, license or other contract to which such party is a party; or (c) any law, rule, regulation, order, decree or consent action by which such party is bound or to which it is subject.

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com



10. DISCLAIMER OF WARRANTIES. Blue Spruce Technologies Inc. DOES NOT WARRANT THE UN-INTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OF THE SERVICES, THAT THE SERVICES WILL BE FREE FROM INTERRUPTION, THE SERVICES WILL BE SECURE FROM UNAUTHORIZED ACCESS, THAT THE SERVICES WILL DETECT EVERY SECURITY OR OTHER VULNERABILITY OF CLIENT'S COMPUTER SYSTEMS, OR THAT RESULTS GENERATED BY THE SERVICES WILL BE ERROR-FREE, ACCURATE OR COMPLETE. ALL INFORMATION, MATERIALS AND SERVICES ARE PROVIDED TO CLIENT "AS IS". EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, Blue Spruce Technologies Inc. HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

The Services may become unavailable due to any number of factors, including, without limitation, scheduled or unscheduled maintenance, technical failure of the software, telecommunications infrastructure, or the unavailability or interruption of access to the Internet. The disclaimers set forth in this Section shall apply regardless of whether (i) Blue Spruce Technologies Inc. determines that Client's computer systems are deemed "secure", (ii) Client performs such modifications to its computer systems as Blue Spruce Technologies Inc. reasonably suggests in order for Client's computer systems to be deemed "secure", or (iii) otherwise.

11. LIMITATION OF LIABILITY. Blue Spruce Technologies Inc. WILL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES: ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Blue Spruce Technologies Inc. IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFITS, LOSS OF DATA, EQUIPMENT DOWNTIME, OR LOSS OF GOODWILL. CLIENT ACKNOWLEDGES AND AGREES THAT Blue Spruce Technologies Inc.'s AGGREGATE LIABILITY TO CLIENT FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF WITH THIS AGREEMENT AND/OR THE SERVICES SHALL NOT EXCEED THE FEES PAID BY CLIENT PURSUANT TO THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST OCCURRENCE OF THE APPLICABLE DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES.

Client acknowledges that the limitations on liability were specifically bargained for and are acceptable to Client. Client's willingness to agree to the limitations of liability set forth in this Section was material to Blue Spruce Technologies Inc.'s decision to enter into this Agreement. The limitations on liability set forth in this Section shall be enforceable to the maximum extent permitted by applicable law.

12. GENERAL TERMS. This Agreement is the entire agreement between Blue Spruce Technologies Inc. and Client and supersedes any prior understandings or written or oral agreements between Blue Spruce Technologies Inc. and Client with respect to the subject matter of this Agreement. This Agreement may only be amended or changed pursuant to a written document duly executed by both Blue Spruce Technologies Inc. and Client. No waiver of a breach of any provision of this Agreement



by any party shall be construed as a waiver of a subsequent breach of the same or any other provision of this Agreement. Client's obligation to pay for any Services or other services received by Blue Spruce Technologies Inc. and each of the provisions of Section 3, 5 through 7, and 10 through 14 shall survive the expiration or earlier termination of this Agreement. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining Agreement or any other provision of the Agreement. All exhibits and schedules to this Agreement are true, correct and hereby incorporated into by reference and made a part of this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Blue Spruce Technologies Inc. and Client and their successors and permitted assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise specifically agreed to in writing by Blue Spruce Technologies Inc. and Client. This Agreement and the rights and obligations of the Parties are not assignable without the prior written consent of the other Party. Any attempt by one of the Parties to assign any this Agreement or any right, duty, or obligation which arises under this Agreement, without such consent, will be void. This Agreement shall not be construed to give any person other than Blue Spruce Technologies Inc. and the Client any legal or equitable right, remedy or claim under or with respect to this Agreement. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent entity and not as an agent of the other party for any purpose, and neither will have the authority to bind the other. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect, and all of which taken together shall constitute one and the same instrument.

The parties reserve the right to maintain an executed copy of this Agreement in electronic form only and agree that a print-out of such electronic form of this Agreement will be deemed an original for all purposes relating to the enforceability of the terms and conditions of this Agreement.

13. NOTICES. All notices required pursuant to this Agreement shall be written and shall be delivered by (i) hand-delivery; (ii) nationally recognized overnight delivery service (such as FedEx, UPS, DHL, or USPS Express Mail); or (iii) electronic mail with verification of receipt. All such notices and other communications shall be addressed to the other party at the address set forth in this Agreement or to such other address as a party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by hand-delivery; (ii) on the date delivered or the date delivery is refused by the recipient, if by nationally recognized overnight delivery service; or (iii) upon verification of receipt if by electronic mail.

14. DISPUTE RESOLUTION. Except as otherwise specifically set forth in this Agreement, the parties hereby agree to resolve any and all controversies, claims and/or disputes arising out of this Agreement and/or any Services (each, a "Dispute") solely pursuant to the terms of this Section.

A. Management Resolution. All Disputes shall first be referred to the parties' authorized representatives for discussion and resolution of the Dispute ("Management Resolution"), which representatives are the individuals who have executed this Agreement on behalf of their party.



B. Arbitration. If Management Resolution fails to resolve the Dispute, then the Dispute shall be resolved by final, binding arbitration ("Arbitration") in CITY, STATE administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules.

C. Governing Law; Venue; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Hampshire (without giving effect to principles of conflicts of laws). For any action to compel Arbitration, enforce an Arbitration award or seek injunctive relief pursuant to this Agreement, the parties hereby expressly consent to the (i) venue of Rockingham County, NH, USA, and each party hereby expressly waives any objection to such venue based upon forum non-convenience or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Rockingham County, NH, USA.

D. Prevailing Party Attorney's Fees. In the event of any Arbitration, action to compel Arbitration, action to enforce an Arbitration award or action to seek injunctive relief pursuant to this Agreement, the prevailing party in such proceeding shall be entitled to an award of their reasonable attorneys' fees and costs for each such proceeding, including the Arbitration, trial and for all levels of appeal.

E. Injunctive Relief; Cumulative Remedies. Each party agrees that a violation or breach of any of the ownership or non-disclosure provisions of this Agreement could cause irreparable harm to the non-breaching party for which monetary damages may be difficult to ascertain or an inadequate remedy. Therefore, each party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of the ownership or non-disclosure provisions of this Agreement, and each party hereby expressly waives any objection, in any such equitable action, that the other party may have an adequate remedy at law. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.

IN WITNESS WHEREOF, City of Biddeford and Blue Spruce Technologies Inc. have duly authorized, executed and entered in this Agreement upon the latter of the dates set forth below.

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com



Agreement

To ensure that requirements are clearly stated and that the proposed services meet expectations, it is important that the City of Biddeford reviews this proposal prior to the authorization and start date. By signing this proposal, the City of Biddeford hereby agrees to all terms and conditions set forth.

Blue Spruce Technologies, Inc.:

City of Biddeford:

Signature

Date

Signature

Date

Steve Pettit

President

Jerry Gerlach

IT Director



Appendix A – Microsoft Endpoint Licensing – Version 2.0

To provide the City of Biddeford, Maine, with the most cost effective and appropriate Endpoint Detection and Response (EDR) solution that integrates seamlessly with Blue Spruce's Managed SOC-Sensilla.cloud platform, and given the city has 153 operational desktop computers and 20 each servers (virtual machines in a Scale Computing environment) each of which will require an appropriate EDR - Defender for Endpoint or Defender for Server license, and given the city has invested in Microsoft 365 with 12 each of the Frontline Worker - F3 licenses (note: the city will reduce the total number of F3 licenses, resulting in total of 12 each of the F3 licenses), and 141 each of the Government Worker - G3 licenses, and given the city is primarily a windows shop (vs. apple or android), Blue Spruce is recommending the use of Microsoft Intune, Entra, Defender for Endpoint, and Defender for Server as the focus of the EDR solution.

Licensing for Defender for Endpoint Cost Explanation – Given the City has 203 endpoint desktop computers that will require “Defender” licensing, Blue Spruce is recommending the following licensing approach:

NCE Microsoft 365 Government Community Cloud (GCC) G5 Annual Licensing Commit Calculation:

- All the existing (141) Government - G3 licenses should be converted to G5, as there is no “upgrade” SKU, the license costs for G5 (PN: 9505599) will be prorated to the remaining time left on the existing G3 licenses agreement to satisfy the annual commit for “Defender for Endpoint”.
- The following are MSRP pricing examples:
 - Microsoft 365 G3: ~\$36.00/user/month (annual commitment MSRP total \$432.00)
 - Microsoft 365 G5: ~\$57.00/user/month (annual commitment MSRP total \$684.00)
- The expanded capabilities of the G5 license over G3, include:
 - Advanced security and compliance features
 - Advanced Threat Protection (ATP), including sophisticated defense against phishing and zero-day threats
 - Scalable business analytics with Power BI
 - Advanced Audio-Conferencing capabilities for up to 1,000 attendees, including dial-in for external participants within Microsoft Teams
 - Unified communications features
 - Advanced eDiscovery with predictive coding and text analytics
 - Personal and organizational analytics
 - In essence, G3 offers a robust set of features for productivity and compliance, while G5 provides a more comprehensive package with advanced security, analytics, and communication tools, leading to the higher price point.

Blue Spruce Technologies, Inc.
4 Fourth Street, Suite B, Dover NH, 03820
www.BlueSpruceTechnologies.com

NCE Microsoft 365 F5 Security Add-on GCC Annual Licensing Commit Calculation:

- (12) F3 licenses (down from the pool of 212 F3 licenses), will be required as a “user” baseline for the city frontline workers... an additional (12) F5 Security “add-on” licenses will require to meet the total requirement of (141+12) 153 endpoint devices needing “Defender for Endpoint”.
- The following are MSRP pricing examples:
 - Microsoft 365 F3: \$8.00/user/month (annual commitment)
 - Microsoft 365 F5 Security Add-on: \$8.00/user/month (annual commitment)

Appendix B – MSP Project Implementation Overview – Version 2.0

Project Introduction & Overview

Blue Spruce Technologies is pleased to propose a comprehensive, phased Managed Service Provider (MSP) engagement to the City of Biddeford, Maine, encompassing Managed Network Services (NOC), Managed Security Operations (SOC) integrated with Sensilla.cloud, and a fully deployed Microsoft-based Endpoint Detection and Response (EDR) solution leveraging Entra ID, Intune, and Defender.

This project will be delivered through a structured, milestone-based approach that includes discovery, assessment, architecture and design, licensing alignment, and phased implementation of all infrastructure and service layers required to support a secure, resilient, and responsive IT environment for the city.

Phase 1: Discovery, Assessment, and Planning

- **Asset and Topology Discovery:** Blue Spruce will perform a comprehensive discovery and mapping of Biddeford's current network infrastructure, security posture, endpoint inventory (including 141 G3, 12 F3 devices, and 20 virtual servers in a Scale Computing environment), and existing software licensing.
- **Identity and Directory Review:** Verification that Microsoft Entra ID is fully implemented and functioning as the primary identity and authentication source of truth.
- **Licensing Reconciliation:** Assessment of existing Microsoft 365 license holdings and identification of gaps. This includes:
 - Upgrading 141 G3 licenses to G5 for advanced security and compliance.
 - Augmenting 12 frontline worker F3 licenses with Microsoft F5 Security add-ons.
 - Procuring 20 Microsoft Defender for Endpoint Server licenses for virtualized server protection.

Phase 2: Architectural Design and Solution Engineering

- **Managed Network (NOC):**
 - Design and configuration of monitoring and alerting infrastructure using Zabbix and other telemetry platforms.
 - Integration with SOC for intelligent baseline analysis and anomaly detection.
- **Managed Security (SOC + Sensilla.cloud):**
 - Deployment of the Sensilla ML-driven SOC platform, establishing real-time threat monitoring, alerting, and response capabilities.
 - Engineering of event forwarding from firewalls, switches, and endpoint agents into the SOC data lake for unified visibility.

- **Microsoft EDR Solution:**
 - Design of policy frameworks and compliance baselines using Microsoft Intune for device enrollment, configuration, and enforcement.
 - Integration of Microsoft Defender for Endpoint with Intune and Entra ID for identity-anchored endpoint protection.
 - Creation of Conditional Access policies, device compliance profiles, and threat remediation workflows.

Phase 3: Implementation and Deployment

- **Infrastructure Provisioning:**
 - Establishment of NOC and SOC operational layers including secure connectivity, access controls, and centralized logging.
- **License Activation and Platform Configuration:**
 - Upgrade and assignment of all Microsoft licenses per discovery outputs.
 - Configuration of Intune enrollment groups, compliance policies, and Defender onboarding scripts.
- **Security Posture Hardening:**
 - Activation of Defender antivirus, attack surface reduction (ASR) rules, and endpoint telemetry reporting.
 - Implementation of threat response automations using Microsoft Defender XDR capabilities.

Phase 4: Operational Readiness and Service Transition

- **Validation & Testing:**
 - Validation of all security policies, endpoint telemetry, and system interconnectivity.
 - Pilot testing on a defined subset of users and systems prior to city-wide rollout.
- **Training & Documentation:**
 - Delivery of end-user and administrator training sessions.
 - Provision of runbooks, SOPs, and architecture documentation.
- **Ongoing Service:**
 - Transition to full MSP-managed operational state for NOC, SOC, and EDR services.
 - Weekly operational check-ins during the first 90 days of service commencement.

This phased and deliberate approach ensures minimal disruption to daily city operations while enabling a secure, intelligent, and resilient IT infrastructure aligned with industry best practices and Zero Trust security principles. Blue Spruce Technologies stands ready to partner with the City of Biddeford in this critical modernization initiative.



Finance Committee

Meeting Date: October 7, 2025
Meeting Time: 5:00 PM
Agenda Item No: 4.f
Item Description: Approval/Fortunes Rock Ocean Wall Repair
Submitted By: Jeff Demers

Key Terms:

Fortunes Rocks ocean wall repair

Executive Summary:

The Public Works Department is seeking approval for the final reconstruction of Fortunes Rocks Road beach retaining wall.

Detailed Review:

The Public Works Department posted 'Request for Bids' on the city website. Public works requested a lump sum time and material bid for the 2024 storm repairs. If approved, Shaw Brothers will perform the following: 2580-LF of granite ocean wall rehabilitation. See Exhibit A drawing for repair locations. This work will consist of mobilization and demobilization. Site demolition. Install the proposed seawall repairs with embankment fill. Replace and reset revetment. Furnish and install an estimated additional 100 tons of stones. General site improvements. Reconstruction of parking surface if needed.

Funding Source:

FEMA DR-4764 (Special Emergency Account) Funding for the project is through FEMA reimbursements with a starting balance of \$1,391,654 million dollars for Fortunes rocks repairs. Temporary repairs performed in April of 2025 came up to \$358,007, leaving a balance of \$1,033,647.

Staff Recommendation:

Staff are recommending low bidder, Shaw Brother Inc. to perform the work requested above for a bid price of \$874,484. Public works is requesting a contingency of 3% = \$26,240 for extra materials if needed for a total not to exceed \$900,494. Public works staff will be available for any further discussion if needed.

Next Steps:

If approved Shaw Brothers will start the week of October 20, 2025

Attachments:

1. RFP Granite Wall
2. Bid tab
3. 2025-08-Exsibit A Rocks Wall Repair Exhibit

TIME & MATERIAL CONTRACTORS BID FORM

Granite Ocean Wall Rehabilitation

Contractor Information

- **Company Name:** _____
 - **Contact Name:** _____
 - **Phone Number:** _____
 - **Email Address:** _____
 - **License Number (if applicable):** _____
 - **Project Name/Reference:** _____
 - **Date:** _____
-

Item #1 Mobilization/Demobilization

Item #2 Site Demolition (incl. Stockpile Revetment)

Item #3 Install Proposed Seawall with Embankment Fill (MEDOT Item 703.19 –

Item #4 Replace and Reset Revetment

Item #5 Furnish and Install Additional 100 Tons (6-8 ton stones)

Item #6 General Site Improvements

Item #7 Reconstruction of Parking surface as needed.

Scope of Work

The demolition and reconstruction of granite stone seawall located along Fortunes Rocks Road. The RFP deadline will be September 24th 2025 @ 3:00pm

Demolition/Construction: The entirety of existing stone wall needs to be pulled back. Fabric and granular borrow needs to be placed, then stones re-piled and placed.

Restrictions: Due to the requirements of the Maine DEP, the following shall be adhered to:

- The height of the replacement wall shall not exceed the height of the existing wall.
- The location of the replacement wall shall be the same as the existing wall.
- The dimensions of the replacement wall cannot exceed the dimensions of the existing wall.

Materials:

Embankment Fill

(MEDOT Item 703.19 – Granular Borrow) - 1,300 cubic yards

703.19 Granular Borrow - Granular borrow shall consist of sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay, frozen material and other deleterious substances. The gradation of that portion passing a 3 inch sieve shall meet the gradation requirements of the following table:

Percentage by Weight Passing Square Mesh Sieves.

Sieve Designation	Material for Underwater	Backfill Material for Embankment Const
No. 40	0-70	0-70
No. 200	0-7.0	0-20.0

Granular borrow for underwater backfill shall contain no particles or fragments larger than 6 inches. Granular borrow for embankment construction shall contain no particles or fragments with a maximum dimension in excess of the compacted thickness of the layer being placed.

Filter Fabric

Filter Fabric (non-woven, meeting minimum property test values of Mirafi 180N, or equal, installed on embankment fill and in toe key): 5,700 square yards

1-1/2 Stone (Minimum 12” thick installed on the filter fabric)

Imported 1-1/2-inch crushed stone (minimum 12-inch thick installed on the filter fabric): 2,000 cubic yards

Imported Riprap

Imported Riprap (contractor to evaluate size/weight based on project requirements, installed on the crushed stone): 3,000 tons

BID SHEET

<u>Description</u>	<u>Quantity</u>	<u>Price</u>
<u>Labor and Equipment:</u>		
Equipment Mobilization		
Excavators- (please specify)		
Loader-		
Trucks-		
Flaggers-		
Steel plates to protect Asphalt-		
Replace and Reset Revetment-		
Lump Sum (Labor/Equipment Total		



Additional Notes or Clarifications:

Authorization

By signing below, the Contractor certifies the information provided is true and accurate to the best of their knowledge and agrees to the terms above.

Contractor Signature: _____

Date: _____

Client Signature (if applicable): _____

Date: _____

Payment Terms

Example: Net 30 days from invoice date. Weekly billing based on actual hours and materials used. Receipts and time logs will be provided.

Demers, Jeff

From: Demers, Jeff
Sent: Wednesday, September 24, 2025 4:55 PM
To: Lindsay Dearborn; jshaw@shawbrothers.com
Cc: melliot@shawbrothers.com; Lovejoy, Joseph; Fecteau, Roby
Subject: FW: Your scan (Scan to My Email)
Attachments: scan.pdf

Please see attached.

The totals were (see attached) Shaw Brothers Inc. @ \$874,494 Dearborn @ \$897,720.

City of Biddeford will be awarding the bid to the low bidder being Shaw brothers Inc. low bid by \$23,226

Thank you Both for the time your Company's spent on this bid. Any questions or concerns please do not hesitate to reach out at any time.

Respectfully,

Jeff Demers
Director of Public Works/Waste Water Department Jeff.Demers@biddefordmaine.org

371 Hill Street
Biddeford, maine 04005
Tele 207-282-1579
Fax 286-9395

-----Original Message-----

From: Demers, Jeff <jeff.demers@biddefordmaine.org>
Sent: Wednesday, September 24, 2025 4:33 PM
To: Demers, Jeff <Jeff.Demers@Biddefordmaine.org>
Subject: Your scan (Scan to My Email)

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the IT Department



999 NARRAGANSETT TRAIL

BUXTON, MAINE 04093

(207) 839-2272

FAX: (207) 929-8560

GRANITE OCEAN WALL REHABILITATION BID

- Company Name: Dearborn Brothers Construction, Inc.
- Contact Name: Lindsay Dear – Vice President
- Phone Number: (207) 929-8812
- Email Address: ldearborn@dearbornconstruction.com
- License Number: N/A
- Project Name/Reference: Granite Ocean Wall Rehabilitation
- Date: 9/24/2025

BID ITEMS

- **ITEM #1 Mobilization/Demobilization: \$35,420.00**
- **ITEMS #2, 3, and 4:**
 - Volvo EC360 excavator with buckets and thumb attachment: \$285.00 per hour (Estimated 520 hours).
 - Volvo EC300 excavator with buckets and grapple attachment: \$245.00 per hour (Estimated 780 hours).
 - Volvo L120 loader with bucket and forks: \$215.00 per hour (Estimated 780 hours).
 - Skid-steer loader with bucket and sweeper attachment: \$125.00 per hour (Estimated 50 hours).
 - Peterbilt tri-axle dump truck (on-site): \$125.00 per hour (Estimated 100 hours). (This is for on-site time only, and does not apply to delivered materials prices).
 - Supervisor with support vehicle and layout equipment: \$200.00 per hour (Estimated 780 hours).
 - Construction worker: \$75.00 per hour (Estimated 330 hours).
- **ITEM #5: See Unit Prices (Attached).**
- **ITEM #6: General Site Improvements: \$45,500.00.**
- **ITEM #7: Reconstruction of Parking Surface as needed: To Be Determined.**

UNIT PRICES:

- **703.19 Granular Borrow delivered to site: \$20.00 per cubic yard, measured by truckload.** (Estimated 1,300 cubic yards).
- ✓ **Mirafi 130N or equal Geotextile Fabric: \$650.00 per 500 square yard roll (Estimated 12 rolls).**
- **1.5-inch Crushed Stone delivered to site: \$36.00 per cubic yard, measured by truckload (Estimated 2,000 cubic yards).**
- **Imported rip rap stone: \$300.00 per stone. (Estimated 15 stones) Note: Each stone averages 2 cubic yards.**
- **Flaggers: \$46.00 per hour per flagger.**

NOTE: Items 2, 3, 4, and 5 will be billed on a Time plus Materials basis according to unit prices.


Authorized Signature

Lindsay Dearborn - Vice President
Printed Name and Title

TIME & MATERIAL CONTRACTORS BID FORM

Granite Ocean Wall Rehabilitation

Contractor Information

- Company Name: Shaw Brothers Construction, Inc.
 - Contact Name: Mitch Elliott
 - Phone Number: 207-839-2552
 - Email Address: melliott@ShawBrothers.com
 - License Number (if applicable): N/A
 - Project Name/Reference: 5788
 - Date: 9/24/25
-

Item #1 Mobilization/Demobilization

Item #2 Site Demolition (incl. Stockpile Revetment)

Item #3 Install Proposed Seawall with Embankment Fill (MEDOT Item 703.19 –

Item #4 Replace and Reset Revetment

Item #5 Furnish and Install Additional 100 Tons (6-8 ton stones)

Item #6 General Site Improvements

Item #7 Reconstruction of Parking surface as needed.

Scope of Work

The demolition and reconstruction of granite stone seawall located along Fortunes Rocks Road.
The RFP deadline will be September 24th 2025 @ 3:00pm

Demolition/Construction: The entirety of existing stone wall needs to be pulled back. Fabric and granular borrow needs to be placed, then stones re-piled and placed.

Restrictions: Due to the requirements of the Maine DEP, the following shall be adhered to:

- The height of the replacement wall shall not exceed the height of the existing wall.
- The location of the replacement wall shall be the same as the existing wall.
- The dimensions of the replacement wall cannot exceed the dimensions of the existing wall.

Materials:

Embankment Fill

(MEDOT Item 703.19 – Granular Borrow) - 1,300 cubic yards

703.19 Granular Borrow - Granular borrow shall consist of sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay, frozen material and other deleterious substances. The gradation of that portion passing a 3 inch sieve shall meet the gradation requirements of the following table:

Percentage by Weight Passing Square Mesh Sieves.

Sieve Designation	Material for Underwater	Backfill Material for Embankment Const
No. 40	0-70	0-70
No. 200	0-7.0	0-20.0

Granular borrow for underwater backfill shall contain no particles or fragments larger than 6 inches. Granular borrow for embankment construction shall contain no particles or fragments with a maximum dimension in excess of the compacted thickness of the layer being placed.

Filter Fabric

Filter Fabric (non-woven, meeting minimum property test values of Mirafi 180N, or equal, installed on embankment fill and in toe key): 5,700 square yards

1-1/2 Stone (Minimum 12" thick installed on the filter fabric)

Imported 1-1/2-inch crushed stone (minimum 12-inch thick installed on the filter fabric): 2,000 cubic yards

Imported Riprap

Imported Riprap (contractor to evaluate size/weight based on project requirements, installed on the crushed stone): 3,000 tons

Description**Quantity****Price****Labor and Equipment:**

Equipment Mobilization

★ SEE ATTACHED

Excavators- (please specify)

Loader-

Trucks-

Flaggers-

Steel plates to protect Asphalt-

Replace and Reset Revetment-

Lump Sum (Labor/Equipment Total\$599,744.20

★ SEE ATTACHED

Bid Estimate Worksheet

	Shaw Brothers Construction, Inc.					
	511 Main Street, PO Box 69					
	Gorham, Maine 04038					
	Phone: 208-839-2552					
	Fax: 207-839-6239					
CONSTRUCTION COST ESTIMATE						
Project:	Granite Ocean Wall Rehab (Rebid)					
	Biddeford					
Owner:	City of Biddeford					
Bid Date:	9/24/253					
Scope of Work:	Shaw Brothers plan to rebuild the riprap wall is as follows:					
	1. Digsafe					
	2. Survey and create GPS model to rebuild wall to existing conditions.					
	3. Mob equipment.					
	4. Set up all construction signage, drums etc.					
	5. Provide necessary traffic control personnel as well as a spotter for work on the beach.					
	6. Remove existing riprap to new subgrade.					
	7. Place granular borrow as directed.					
	8. Place geotextile fabric on subgrade					
	9. Place 1-1/2" Crushed Stone.					
	10. Place existing and new riprap to match existing grades.					
	11. Reconstruction of Parking Surface as needed.					
	12. Cleanup and demob.					
	Lump Sum Price:		\$	599,744.20		
Below is our Unit Pricing to supply materials as listed in RFP:						
	MDOT 703.19 Granular Borrow (Delivered)	1,300	cytm	\$ 25.00	\$	32,500.00
	Filter Fabric - Mirafi 180N (Supply & Installed)	5,700	sy	\$ 2.50	\$	14,250.00
	6-8 Ton Stones	100	tons	\$ 80.00	\$	8,000.00
	1-1/2" Crushed Stone (Delivered)	2,000	cytm	\$ 30.50	\$	61,000.00
	Imported Riprap (1'-3' Dia.)	3,000	tons	\$ 53.00	\$	159,000.00
Clarifications/Exclusions:						
	*Materials to be measured at Pit and billed per actual quantities placed/installed.					
	*CYTM = Cubic Yards, Truck Measure					
Labor/Equipment for Extra Work (as listed in RFP)						
	Description	Quant	Unit	Price	Total	
	Equipment Mob (60-ton Lowbed)	1	hr	\$ 199.00	\$ 199.00	
	155,000# Excavator w/ Grapples/Bucket (Hitachi 650)	1	hr	\$ 596.00	\$ 596.00	
	110,000# Excavator w/ Grapples or Bucket (Cat 349)	1	hr	\$ 456.00	\$ 456.00	
	50,000# Rubber Tire Excavator w/ Grapples/Bucket (Cat 322)	1	hr	\$ 317.00	\$ 317.00	
	Cat 930M Loader	1	hr	\$ 210.00	\$ 210.00	
	Triaxle	1	hr	\$ 134.00	\$ 134.00	
	Flaggers	1	hr	\$ 48.00	\$ 48.00	
	Steel Plates	1	day	\$ 100.00	\$ 100.00	
	Replace & Reset Revetment	1	cy	\$ 35.00	\$ 35.00	
Typical Daily Crew will be as follows:						
	Supervisor w/ 1/2 Ton Pickup (Half Time)					
	Foreman w/ Pickup					
	Laborers (2)					
	Spotter					
	Flaggers as needed					
	Surveyor as needed					
	155,000# Excavator w/ Grapples/Bucket (Hitachi 650)					
	110,000# Excavator w/ Grapples or Bucket (Cat 349)					
	50,000# Rubber Tire Excavator w/ Grapples/Bucket (Cat 322)					
	3-CY Loader					

Additional Notes or Clarifications:

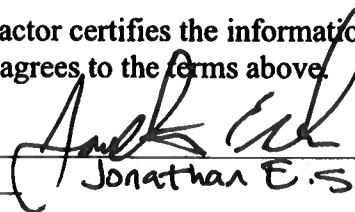
SEE ATTACHED

Authorization

By signing below, the Contractor certifies the information provided is true and accurate to the best of their knowledge and agrees to the terms above.

Contractor Signature: _____

Date: 9/24/25


Jonathan E. Shaw - President

Client Signature (if applicable): _____

Date: _____

Payment Terms

Example: Net 30 days from invoice date. Weekly billing based on actual hours and materials used. Receipts and time logs will be provided.



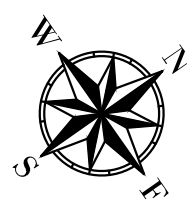
GRAPHIC SCALE IN FEET

0 350 700 1400

A horizontal scale bar with alternating black and white segments. The segments are labeled 0, 350, 700, and 1400, representing distances in feet. The bar is divided into four equal segments, each representing 350 feet.

DAMAGE INVENTORY PLAN

SCALE: 1" = 700'



NOTE:

1. HORIZONTAL DATUM: NAD83 MAINE
STATE PLANE, WEST, US FOOT (ME83-WF)
2. VERTICAL DATUM: NAVD88

**WINTER STORM
COASTLINE DAMAGE
PREPARED FOR
CITY OF BIDDEFORD**

BIDDEFORD
MAINE

DAMAGE INVENTORY PLAN

DRAWING INFO
DATE 01/18/2024
SCALE AS SHOWN
DESIGNED BY CRC
DRAWN BY —
CHECKED BY —

PROFESSIONAL CERTIFICATION:
I HEREBY CERTIFY THESE DOCUMENTS WERE PREPARED OR
APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF MAINE.
LICENSE NO. PE16872
EXPIRATION DATE 12/31/2023



**CITY OF BIDDEFORD, MAINE
ENGINEERING DEPARTMENT**
205 MAIN STREET, P.O. BOX 586
BIDDEFORD, MAINE 04005
PHONE: 207-284-9118
WWW.BIDDEFORDMAINE.ORG

[illegible]



Finance Committee

Meeting Date: October 7, 2025
Meeting Time: 5:00 PM
Agenda Item No: 4.g
Item Description: Approval / Award Lead Hazard Reduction Project – 100 Graham Street
Submitted By: Jessica Wilson, Community Development & Grants Manager

Key Terms:

HUD: US Department of Housing & Urban Development; IFB: Invitation for Bid

Executive Summary:

Housing Office staff recommends the award of IFB# 2025-09-02-01-LEAD, for required hazard-reduction work at 100 Graham Street, be made to contractor Sanderson Painting in the amount of \$76,250 from the City's Lead Hazard Reduction and Healthy Homes Grant. Three contractors submitted with Sanderson Painting's being the lowest bid, which is within the 15% threshold of the City's cost estimate. Investment in this property not only addresses health/safety hazards, but it also helps assure that one of the units in this building is available to a household at no more than 50% of the area median income (AMI) and the other one is available to a household at no more than 80% AMI for three years following the project's completion.

Detailed Review:

This 3-unit property has been under an order to abate since May 2022 and was inspected for lead and other health/safety hazards in October 2024. All three units are eligible for lead abatement.

There are significant amounts of interior lead hazards which will be abated utilizing a combination of methods such as encapsulation, scrape and paint, and remove and replace. The hazards were found on windows, doors, baseboards throughout each room in each unit. The work scope for the exterior lead hazards includes encapsulation/enclosure of porch window sills, door thresholds, ceiling, and vinyl. The non-lead work includes installation of fire alarms, bathroom ceiling fans, replacement of interior doors, windows, and repair of kitchen and bathroom ceilings. Three contractors attended the pre-bid walkthrough with all three submitting bids. The winning contractor, whose work is well known to the Housing Rehab Programs, expects to begin the project upon award of bid.

Funding Source:

\$53,150 from the HUD Lead Hazard Reduction Grant to be billed to 32612-71407.

\$23,100 from the HUD Healthy Homes Grant to be billed to 32593-71402.

Staff Recommendation:

Award the bid for the project at 100 Graham Street to Sanderson Painting in the amount of \$76,250.

Next Steps:

A closing will be scheduled with Lead Grant staff, the contractor, and property owner to obtain required signatures prior to the commencement of the project.

Attachments:

1. Bid Summary--100 Graham St (3)

Bid results: 100 Graham St Lead and HH

9/2/2025 14:00

100 Graham St Bid Results Bid # 2025-09-02-01-LEAD

Number of Units: 3
Bid Notice Date 8/19/2025
Bid Open Date 9/2/25 at 2:00pm
Bid Open Attendees: Jessica Wilson, Nan Whitten

Scope of work	ICE	RC Group	Ray Corp	Sanderson Painting
Heathly Homes	\$23,675	\$21,650	\$30,300	\$23,100
Lead Work	\$81,250	\$66,320	\$79,500	\$53,150.00
start date		1 wk from signed contract	25-Oct-25	20-Aug-25
Duration		15 days	11 weeks	
Total Price	\$104,925	\$87,970	\$109,800	\$76,250



Finance Committee

Meeting Date: October 7, 2025
Meeting Time: 5:00 PM
Agenda Item No: 4.h
Item Description: Approval / Lead Hazard Reduction at 74 Summer Street
Submitted By: Jessica Wilson

Key Terms:

HUD: US Department of Housing & Urban Development; IFB: Invitation for Bid# 2025-15-02-LEAD

Executive Summary:

Housing Office staff recommends the award of IFB# 2025-07-15-02-LEAD, for required hazard-reduction work at 74 Summer St, be made to contractor Ray Corporation in the amount of \$51,500.00 from the City's Lead Hazard Reduction and Healthy Homes Grant. RayCorp submitted the lowest bid. The city negotiated the price down by \$1,600.00 in the Healthy Homes scope of work to meet the grant funding allowance. Investment in this property not only addresses health/safety hazards, but it also helps assure one of the units in this building is available to a household at no more than 50% of the area median income (AMI) and the other is available to a household at no more than 80% AMI for three years following the project's completion.

Detailed Review:

This 2-unit property at 74 Summer Street was inspected for lead and other health/safety hazards in November 2024. Both units are eligible for lead abatement. Three contractors attended the pre-bid walk-through. Many of the interior lead hazards will be encapsulated with a lead-blocking compound and cleaned of lead dust, while some rooms include components that will be removed and disposed of. The work scope for the exterior is minor and involves window replacement. The owner is working with the Historical Preservation Committee for the appropriateness of the windows. The contractor, whose work is well known to the Housing Rehab Programs, expects to begin in November and finish in 4 weeks.

Funding Source:

This project is 100% funded by the City's HUD Lead Hazard Reduction & Healthy Homes Grant.

Staff Recommendation:

Housing Office staff recommends awarding the bid for the project at 74 Summer St to RayCorp for \$51,500.00

Next Steps:

Upon award, Housing Office Staff will initiate the required HUD contract paperwork and schedule the contractor to begin work.

Attachments:

1. Bid Summary--74 SUMMER ST - 1 (1)

BID RESULTS	74 Summer Street
DATE	TIME
ADDRESS AND BID NUMBER	

Number of Units: 2
Bid Notice Date 6/24/2025
Bid Open Date 9/10/2025
Bid Open Attendees: Jessica Wilson; Nan Whitten

Scope of work	ICE	RAY CORP w/demo	RAY CORP w/drywall
Heathly Homes		\$21,600	\$21,600
Apt 1		\$28,500	\$39,700
Apt 2		\$3,000	\$3,000.00
Total Price	\$0	\$53,100	\$64,300

START DATE	November 2025	November 2025
DURATION	5 weeks	7 weeks



Finance Committee

Meeting Date: October 7, 2025
Meeting Time: 5:00 PM
Agenda Item No: 4.i
Item Description: Approval/ Lead Hazard Reduction 78 Prospect Street
Submitted By: Jessica Wilson

Key Terms:

HUD: US Department of Housing & Urban Development; IFB: Invitation for Bid# 2025-09-02-02-LEAD

Executive Summary:

78 Prospect Street is a 3-unit Building. Housing Office staff recommends the award of IFB# 2025-09-02-02-LEAD, for required hazard-reduction work at 78 Prospect St, be made to contractor Ray Corporation in the amount of \$78,400.00 from the City's Lead Hazard Reduction and Healthy Homes Grant. Ray Corp submitted the lowest bid within 15% of the City's cost estimate. Investment in this property not only addresses health/safety hazards, but it also helps assure one of the units in this building is available to a household at no more than 50% of the area median income (AMI) and the other is available to a household at no more than 80% AMI for three years following the project's completion.

Detailed Review:

This 3-unit property was inspected for lead and other health/safety hazards in October 15, 2024. All units are eligible for lead abatement. Three contractors attended the pre-bid walk through and two submitted bids. Many of the interior lead hazards will be encapsulated with a lead-blocking compound and cleaned of lead dust while some rooms include components that will be scraped and painted. The work scope for the exterior involves door and window replacements and porch repair. The contractor, whose work is well known to the Housing Rehab Programs, expects to begin the project in November and finish in four weeks.

Funding Source:

This project is 100% funded by the City's HUD Lead Hazard Reduction & Healthy Homes Grant

Staff Recommendation:

Housing Office staff recommends awarding the bid for the project at 78 Prospect Street to Ray Corp for \$78,400.00

Next Steps:

Upon Reward, Housing Office staff will initiate the required HUD contract paperwork and loan documents as well as schedule the contractor to begin the work. Once the work is completed, the Rehab Coordinator will complete a final inspection prior to final payments and Lead Safe Certificate being issued.

Attachments:

1. Bid Summary--78 PROSPECT ST -1 (1)

Bid results: 78 Prospect St Lead and HH

9/2/2025 14:00

78 Prospect St Bid Results Bid # 2025-09-02-01-LEAD

Number of Units: 3
Bid Notice Date 8/19/2025
Bid Open Date 9/2/25 at 2:00pm
Bid Open Attendees: Jessica Wilson, Nan Whitten

Scope of work	ICE	Ray Corp	Kennebec Abatement	
Heathly Homes	\$38,650		\$38,700	\$24,000
Lead Work	\$41,900		\$39,700	\$23,850
start date			1-Oct-25	6-Oct-25
Duration		7 wks	4 wks	
Total Price	\$80,550		\$78,400	\$47,850

Material Weaknesses and Recommendations (Other Comments)

Old Outstanding Checks on the City's General Fund Operating Account

There are \$128,038 outstanding checks over one year old on the general fund operating cash reconciliations. Old outstanding checks represent noncompliance with the State of Maine's escheat process. Failure to report, pay or deliver unclaimed property can result in interest and penalties. The Maine Office of the State Treasurer provides a Holder Reporting Manual that can be downloaded from the maineunclaimedproperty.gov website for additional guidance on reporting and remitting unclaimed property.

Management's Response and Corrective Action Plan: The City has prepared an unclaimed property reconciliation and reporting policy. The policy addresses the provisions of the State of Maine's escheat process and includes roles and responsibilities by position.

Continuing Disclosures for Debt Issuances (Repeat)

Federal law and certain bond covenants dictate that the City provides financial and other information under continuing disclosure requirements. The City does not have a formal established policy to comply with such requirements; one of which is the submission of audited financial statements to the Municipal Securities Rulemaking Board (MSRB) within 270 days of year-end. We found the audited financial statements for June 30, 2022, were not submitted to the MSRB within the prescribed period. We recommend that the City create a formal policy for debt compliance and create a formal set of procedures to ensure that the necessary information is submitted as required.

Management's Response and Corrective Action Plan: The City prepared and has implemented an MSRB Continuing Disclosure Reporting Policy. The policy addresses the provisions of SEC Rule 15c2-12 and applicable bond covenants as well as Municipal Securities Rulemaking Board (MSRB) submissions and material event notices. The policy includes roles and responsibilities by position.

City's Financial Reporting and Financial Oversight

There was no financial reporting to the City Council during the audit period. An understaffed Finance Department and competing demands resulted in incomplete financial records and no financial reporting. Financial reporting, especially budget versus actual reporting, provides management with the information necessary to make informed

decisions. It also may have highlighted gaps or inconsistencies in the Finance Department's record-keeping practices that had previously been unknown to the Council. We recommend the Finance Department establish written procedures for preparing monthly financial reports for the City Council's review.

Management's Response and Corrective Action Plan: It is factually correct that formal financial reporting to the Finance Committee (and City Council) did not occur during the reporting period, however the Finance Committee (and Council) were made aware of the inability to generate detailed reports due to staffing issues and lack of institutional knowledge. The Finance Committee and City Council were advised of the discovery of the unbalanced accounts as soon as the issue was discovered. The City is finalizing standard operating procedures, month-end close procedures, and project closeout policies and procedures to ensure institutional knowledge is maintained moving forward, internal reporting due dates are defined, and there is a clear understanding of roles and responsibilities by staff, intermediate supervisory personnel, and finance director.



Finance Committee

Meeting Date: October 7, 2025
Meeting Time: 5:00 PM
Agenda Item No: 5.b
Item Description: Berry Dunn Update
Submitted By: Gerry Matherne

Key Terms:

N/A

Executive Summary:

This update reflects activity completed through August 31, 2025 for FY24 audit support services provided by Berry Dunn.

Detailed Review:

As part of the approval under Order 2025.25 authorizing Berry Dunn to assist staff with reconciling FY24 accounts in preparation for completing the FY24 Audit, it is an expectation that staff provide monthly updates on hours expended, amount billed and activity within the reporting period. This update covers activity through August 31, 2025. The table provided below summarizes hours, invoice amounts, remaining balance, and activity.

BerryDunn Summary					
Updated with Time Through					
Aug 31, 2025					
FY2023		FY2024		Cash Recon	
Invoice Date	Hours	Invoice Amt.	Hours	Invoice Amt.	Inv Total
7/31/2024	86.90	\$ 24,849.00			\$ 24,849.00
8/30/2024	167.30	\$ 43,412.00			\$ 43,412.00
10/9/2024	292.90	\$ 73,911.00			\$ 73,911.00
11/11/2024	232.50	\$ 59,929.00			\$ 59,929.00
12/12/2024	87.10	\$ 23,281.00			\$ 23,281.00
12/30/2024	137.20	\$ 35,314.00			\$ 35,314.00
2/10/2025	258.40	\$ 67,974.00			\$ 67,974.00
3/5/2025	231.70	\$ 54,517.00			\$ 54,517.00
4/16/2025	163.10	\$ 41,703.00	2.8	\$ 924.00	\$ 42,627.00
5/7/2025	70.70	\$ 19,126.00	40.2	\$ 9,978.00	\$ 29,104.00
6/13/2025			52.15	\$ 13,556.00	\$ 13,556.00
7/14/2025			87	\$ 21,818.00	\$ 21,818.00
8/11/2025			122.1	\$ 5,809.00	\$ 5,809.00
8/31/2025			79.61	\$ 19,699.00	\$ 39,092.00
			78.70	\$ 19,393.00	

Total	1,727.80	\$ 444,016.00	383.86	\$ 71,784.00	78.70	\$ 19,393.00	\$ 535,193.00
Total Budget		\$ 443,187.00		\$ 232,650.00			
Remaining		\$ (829.00)		\$ 141,473.00			

FY24 Audit preparation activity completed to date by Berry Dunn and staff includes:

M&T Bank Reconciliation of checking account
Capital/CIP Tracking
Grants Receivables
Accounts Payable Reconciliation
TIFs

Funding Source:

N/A

Staff Recommendation:

Next Steps:

Attachments: