FINANCE COMMITTEE

NOVEMBER 2, 2016

7:00 PM Aldermanic Chamber

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: John Griffin, Chief Financial Officer/Comptroller
Re: Notification of Entry into Contract with a 3rd Party Supplier for Electricity Supply

From: Bruce Codagnone, CIO/IT Division Director
Re: Purchase of Radio Systems Fiber Optics Installation

From: Dan Kooken, Purchasing Manager
Re: Proposal from Ospreyowl Environmental, LLC, for Oversight Services for the Wastewater Treatment Plant (Value: Not To Exceed $45,000); Department: 169 Wastewater; Fund: Wastewater

From: Dan Kooken, Purchasing Manager
Re: Purchase of Replacement Police Vehicles (Value: $462,575)
Department: 150 Police; Fund: CERF

From: Dan Kooken, Purchasing Manager
Re: Change Order #1 NPD Roof Project (Value: $34,000)
Department: 150 Nashua Police Department; Fund: Trust Fund

From: Dan Kooken, Purchasing Manager
Re: Broad Street Parkway Property Appraisal (Value: $14,500)
Department: 160 Admin/Engineering; Fund: Bond; Activity: Broad Street Parkway

From: Dan Kooken, Purchasing Manager
Re: To Purchase Winter Road Sand (Value: $16,000); Department: 161 Streets; Fund: General

From: Dan Kooken, Purchasing Manager
Re: Purchase of One (1) Ford F350 Utility Body Truck (Value: $48,232)
Department: 161 Streets; Fund: Trust; Activity: CERF

From: Dan Kooken, Purchasing Manager
Re: Purchase One (1) 2016 LeeBoy 7000c Asphalt Paver (Value: $108,981)
Department: 161 Streets; Fund: Trust; Activity: CERF

From: Dan Kooken, Purchasing Manager
Re: To Approve the Purchase of Recycling and Trash Carts from Toter, Inc.
(Value: Not-to-Exceed $145,000); Department: 168 Solid Waste; Fund: Solid Waste

UNFINISHED BUSINESS – None

NEW BUSINESS – RESOLUTIONS

R-16-076

Endorser: Mayor Jim Donchess
Alderman-at-Large Lori Wilshire
Alderman June M. Caron
Alderman Richard A. Dowd
Alderman Ken Siegel
Alderwoman Mary Ann Melizzi-Golja
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Tom Lopez
Alderman-at-Large Brian S. McCarthy

AUTHORIZING THE CITY OF NASHUA TO EXTEND AND AMEND THE LEASE FOR THE HERITAGE RAIL TRAIL COMMUNITY GARDEN

- Also assigned to the Committee on Infrastructure; to appear on its November 3, 2016 agenda

NEW BUSINESS – ORDINANCES – None

DISCUSSION

RECORD OF EXPENDITURES

PUBLIC COMMENT

NON-PUBLIC SESSION

ADJOURNMENT

City of Nashua

Financial Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3171
Fax (603) 589-3209

September 16, 2016

TO: Mayor Donchess
Finance Committee

FROM: John Griffin, Chief Financial Officer/Comptroller

SUBJECT: Notification of entry into contract with a 3rd party supplier for electricity supply.

On Thursday, September 15th, 2016, Financial Services competitively solicited and entered into an agreement with a 3rd party energy supplier for the tariff-controlled supply portion of its electric utility bills. Pursuant to the communication approved at the September 7th, 2016 Finance Committee meeting, please find attached the executed contract ("Exhibit A").

Contract Terms:
Fixed Price: $0.07010 per kWh
Fixed Term: 36 months beginning November 2017

EXHIBIT A

Constellation.
An Exelon Company

Agreement is Not Valid Unless Executed by Seller

Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions

CITY OF NASHUA NH ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under the Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under the Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Winter Reliability Costs	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin as well as Renewable Portfolio Standards Costs.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an

©2016 Constellation Energy Resources, LLC All rights reserved.
Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()
Sales Rep: Craig Brazell 117636.46911.0 Printed: 9/15/2016

Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + $.005250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less.

Certain Warranties. You warrant and represent that the electricity supplied under this Agreement is not for use at a residence. For Account(s) located in the State of New Hampshire, you warrant and represent that your AGGREGATE PEAK LOAD DURING ANY 12 MONTH PERIOD IS GREATER THAN 100 KILOWATTS.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Public Service of New Hampshire	PSNH	1-800-662-7764

Additional Terms. For Accounts located in the State of New Hampshire:
(i) *New Hampshire Public Utilities Commission.* Additional information, including information on consumer rights may be obtained by contacting the New Hampshire Public Utilities Commission at (800) 852-3793 or by visiting the New Hampshire Public Utilities Commission Consumer page. The Consumer Page website address is http://www.puc.state.nh.us/Consumer/consumer.htm.
(ii) *Telemarketing.* If you do not wish to receive telemarketing calls, you may contact the Telephone Preference Service of the Direct Marketing Association and request to be put on a "do-not-call" list. The Direct Marketing Association website address is: http://www.dmaconsumers.org/offtelephonelist.html.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

©2016 Constellation Energy Resources, LLC All rights reserved.

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

By: David T Donat 2016-09-15
David T. Donat 14:58-05:00

Name:
Title: **Vice President**

Address: 1221 Lamar St Suite 750
Houston, TX 77010
Attn: Contracts Administration
Fax: **888-829-8738**
Phone: **888-635-0827**

Customer: City of Nashua NH

By: James W. Donchess

Name: James W. Donchess
Title: Mayor
Date: 9/15/16
Address: 229 MAIN ST
NASHUA, NH 030602938

Fax: 603-594-3450
Phone: 603-589-3260
Email: DonchessJ@nashuanh.gov

FOR INTERNAL USE ONLY

©2016 Constellation Energy Resources, LLC All rights reserved.
Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()
Sales Rep: Craig Brazell 117636.46911.0 Printed: 9/15/2016

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's $/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution..

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

"Winter Reliability Program Costs" means those costs or charges that are incurred by load serving entities in the NE ISO service territory under the NE ISO's "Winter Reliability Program" as proposed or implemented during the term of this Agreement. If Winter Reliability Program Costs are fixed under this Agreement, any material additions, modifications or conditions to the treatment of Winter Reliability Costs under the NE ISO tariff or otherwise from the applicable Winter Reliability Program as last accepted or approved by FERC (or, if not yet accepted or approved, as last proposed by the NE ISO) as of the date of this Agreement shall be deemed a Change in Law pursuant to Section 5 below.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or require that you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss,

©2016 Constellation Energy Resources, LLC All rights reserved.
Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()
Sales Rep: Craig Brazell 117636.46911.0 Printed: 9/15/2016

and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was ***not*** prevented by such events shall have the right to terminate the Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its

©2016 Constellation Energy Resources, LLC All rights reserved.
Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

©2016 Constellation Energy Resources, LLC All rights reserved.
Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

ACCOUNT SCHEDULE:
For: City of Nashua NH
The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on September 15, 2016

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

No. of Service Accounts: 145

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU ($/kWh)
PSNH	56003941028096011005	COTTON RD, Nashua, NH 03063	11/13/17	12/13/20	$0.07010
PSNH	56003941028212570004	W Hollis St, Nashua, NH 03060	11/08/17	12/09/20	$0.07010
PSNH	56003941028428770001	WOODLAWN CEMETERY /101 KINSLEY ST, Nashua, NH 030603706	11/07/17	12/08/20	$0.07010
PSNH	56003941028468980008	GRAND AVEBASKETBALL COURT, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56003941028472690002	W HOLLIS ST, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56003941028492680004	Conant Rd, Nashua, NH 03060	11/14/17	12/14/20	$0.07010
PSNH	56003941028645660008	ALMONT ST BISHOPGURTIN@LUND RD, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56003941028694811006	11Riverside Dr, Nashua, NH 03062-1373	11/14/17	12/14/20	$0.07010
PSNH	56003941028760901001	168 Main St, Nashua, NH 030602728	11/27/17	12/27/20	$0.07010
PSNH	56003941028951360001	MANCHESTER ST, Nashua, NH 03064	11/27/17	12/27/20	$0.07010
PSNH	56014641013125901004	Shakespeare Rd, Nashua, NH 03062	11/09/17	12/10/20	$0.07010
PSNH	56030121040043950008	DW HIGHWAY, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56030121040328560007	MILFORD ST, Nashua, NH 03064	11/28/17	12/28/20	$0.07010
PSNH	56030121040331111001	TRESTLE BROOK, PUMP STATION, Nashua, NH 03060	11/14/17	12/14/20	$0.07010
PSNH	56030121040390980009	AMHERST ST, Nashua, NH 03064	11/07/17	12/08/20	$0.07010
PSNH	56030121040441460006	NATIONAL ST, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56030121040633360005	WATSON ST, Nashua, NH 03064	11/27/17	12/27/20	$0.07010
PSNH	56030121040649390006	AMHERST ST, Nashua, NH 03064	11/22/17	12/22/20	$0.07010
PSNH	56030121040651770003	SILVER DR @ DANIEL WEBSTER HWY, Nashua, NH 03060	11/22/17	12/22/20	$0.07010

©2016 Constellation Energy Resources, LLC All rights reserved.
Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

PSNH	56030121040718090001	TILTON ST, Nashua, NH 03063	11/28/17	12/28/20	$0.07010
PSNH	56030121040865360000	SPIT BROOK RD, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56037601010027860001	WATER ST PARKING LOT, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56037601010133860004	E Hollis St, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56037601010148901000	HARRIS RD, Nashua, NH 03062	11/14/17	12/14/20	$0.07010
PSNH	56037601010611870005	ELM ST PARKING LOT, Nashua, NH 03060	11/06/17	12/07/20	$0.07010
PSNH	56037601010654901002	Bridge Street, Flood Control, Nashua, NH 03060	11/14/17	12/14/20	$0.07010
PSNH	56037601010773590007	Temple St, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56037601010932901004	W HOLLIS ST, Nashua, NH 03060	11/14/17	12/14/20	$0.07010
PSNH	56037601010967901005	MAIN ST, Nashua, NH 03060	11/20/17	12/20/20	$0.07010
PSNH	56051190056039111000	Amherst/ Cellu Dr Target, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56051190056114390005	MILFORD RD, Nashua, NH 03064	11/07/17	12/08/20	$0.07010
PSNH	56051190056148660003	HOLMAN STADIUM, Nashua, NH 03064	11/07/17	12/08/20	$0.07010
PSNH	56051190056299801005	SPIT BROOK RD, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56051190056362390007	LAKE ST @ PINE, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56051190056451560001	National St Sandy Pond, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56051190056626360008	LOWELL ST, Nashua, NH 03064	11/07/17	12/08/20	$0.07010
PSNH	56051190056630460007	Bridge St, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56051190056704770004	MILFORD ST, Nashua, NH 03064	11/07/17	12/08/20	$0.07010
PSNH	56051190056777160006	WATER ST, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56051190056789770009	DANIEL WEBSTER HIGHWAY, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56051190056916770002	DW HIGHWAY, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56051190056927711005	MAIN DUNSTABLE RD, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56051190056939011009	0 CONCORD ST, Nashua, NH 030642303	11/27/17	12/27/20	$0.07010
PSNH	56051190056947701000	0 LOWELL ST, Nashua, NH 030642247	11/27/17	12/27/20	$0.07010
PSNH	56065090078064111009	MARSHALL ST SKATE POPWARNER, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56065090078122970005	ATHERTON AVEICE RINK, Nashua, NH 030641902	11/27/17	12/27/20	$0.07010

©2016 Constellation Energy Resources, LLC All rights reserved.
Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

PSNH	56065090078310670000	ELM ST, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56065090078374080003	PINE ST, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56065090078397290007	Main St, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56065090078422301008	HARRIS RD, Nashua, NH 03062	11/13/17	12/13/20	$0.07010
PSNH	56065090078449701009	E Hollis St, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56065090078453090002	CONCORD ST @ LIBRARY HILL, Nashua, NH 03064	11/09/17	12/10/20	$0.07010
PSNH	56065090078634401004	MINE FALLS TRAIL LIGHTS, Nashua, NH 030603044	11/07/17	12/08/20	$0.07010
PSNH	56065090078675090005	ELM & KINSLEY ST, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56065090078712290008	BROAD ST, Nashua, NH 03063	11/27/17	12/27/20	$0.07010
PSNH	56065090078812290008	Daniel Webster Highway, J Ramp, Nashua, NH 03060	11/30/17	11/30/20	$0.07010
PSNH	56066690017021811007	PINE ST, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56066690017190870007	SPIT BROOK RD, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56066690017532311000	SARGENT AVE, Nashua, NH 03064	11/28/17	12/28/20	$0.07010
PSNH	56066690017706590005	Court St, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56120141023014301002	DW HIGHWAY, Nashua, NH 03060	11/13/17	12/13/20	$0.07010
PSNH	56120141023152011008	W PEARL ST, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56120141023194160004	HIGH ST PARKING LOT, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56120141023243701002	Newton Dr Pump Station, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56120141023254670007	AMHERST ST RITE AID SITE, Nashua, NH 03064	11/07/17	12/08/20	$0.07010
PSNH	56120141023309480009	RT 3 RAMP, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56120141023354670005	ROUSSEL PARK HAINES ST, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56120141023429501004	HARRIS RD, Nashua, NH 03062	11/09/17	12/10/20	$0.07010
PSNH	56120141023441901004	107 AMHERST ST EDGEWOOD CEMETARY, Nashua, NH 030642578	11/08/17	12/09/20	$0.07010
PSNH	56120141023469801008	DW HIGHWAY, Nashua, NH 03060	11/08/17	12/09/20	$0.07010
PSNH	56120141023489770003	E DUNSTABLE RD, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56120141023530490005	W PEARL ST, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56120141023699501000	0 SPIT BROOK RD, Nashua, NH 030605634	11/09/17	12/10/20	$0.07010

©2016 Constellation Energy Resources, LLC All rights reserved.
Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

PSNH	56120141023709160001	BRIDGE ST SKATEBOARD PARK, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56120141023714560007	AMHERST ST, Nashua, NH 03064	11/07/17	12/08/20	$0.07010
PSNH	56120141023733560005	E HOLLIS ST, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56120141023877601004	BROAD & COLISEUM, Nashua, NH 03063	11/09/17	12/10/20	$0.07010
PSNH	56120141023947460009	CONCORD ST, Nashua, NH 03064	11/08/17	12/09/20	$0.07010
PSNH	56131090086004470003	HOLMAN STADIUM, Nashua, NH 03064	11/09/17	12/10/20	$0.07010
PSNH	56131090086009701008	0 DANIEL WEBSTER HWY, Nashua, NH 030605084	11/08/17	12/09/20	$0.07010
PSNH	56131090086026301003	DAN CHAN DR, Nashua, NH 03060	11/08/17	12/09/20	$0.07010
PSNH	56131090086099260001	SHADY LANE TENNIS COURT, Nashua, NH 03062	11/09/17	12/10/20	$0.07010
PSNH	56131090086124580006	MAIN ST BRIDGE & RIVERWALK, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56131090086149680003	PERFORMING ART SHELL, Nashua, NH 030603628	11/13/17	12/13/20	$0.07010
PSNH	56131090086181360005	11 RR SQ SUBSTATION, Nashua, NH 03060	11/08/17	12/09/20	$0.07010
PSNH	56131090086291470004	ARLINGTON ST STATION, Nashua, NH 03060	11/08/17	12/09/20	$0.07010
PSNH	56131090086459570004	W HOLLIS ST, Nashua, NH 03060	11/08/17	12/09/20	$0.07010
PSNH	56131090086540670006	BROAD ST ROUNDABOUT, Nashua, NH 03063	11/08/17	12/09/20	$0.07010
PSNH	56131090086561360005	W HOLLIS ST, Nashua, NH 03060	11/08/17	12/09/20	$0.07010
PSNH	56131090086564380006	50 TOLLES ST, Nashua, NH 030642424	11/08/17	12/09/20	$0.07010
PSNH	56131090086599890005	MANCHESTER ST, Nashua, NH 03064	11/08/17	12/09/20	$0.07010
PSNH	56131090086621470004	SARGENT AVETENNIS COURT, Nashua, NH 03064	11/08/17	12/09/20	$0.07010
PSNH	56131090086706470007	DW HIGHWAY, Nashua, NH 03060	11/08/17	12/09/20	$0.07010
PSNH	56131090086709511009	SPIT BROOK RD, Nashua, NH 03060	11/28/17	12/28/20	$0.07010
PSNH	56131090086726680009	MAIN DUNSTABLE RD, Nashua, NH 03060	11/13/17	12/13/20	$0.07010
PSNH	56131090086831560006	HOLMAN STADIUM, Nashua, NH 03064	11/07/17	12/08/20	$0.07010
PSNH	56131090086862360007	Main St, Nashua, NH 03060	11/08/17	12/09/20	$0.07010
PSNH	56131090086894511008	SPIT BROOK RD, Nashua, NH 03060	11/28/17	12/28/20	$0.07010
PSNH	56221051089282701001	E Hollis St, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56221051089383311006	AMHERST ST, Nashua, NH 03064	11/07/17	12/08/20	$0.07010

©2016 Constellation Energy Resources, LLC All rights reserved.
Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

PSNH	56221051089471003007	DW HIGHWAY, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56221051089887011008	ROBY PARK/ E DUNSTABLE RD, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56221051089935660004	SPIT BROOK RD, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56221051089985411008	ALLDS ST, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56265401000795570001	DW HIGHWAY, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56265401000895570001	PINE ST, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56326594090065590003	DUDLEY ST ICE RINK, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56326594090163880009	W Hollis St, Nashua, NH 03060	11/29/17	12/29/20	$0.07010
PSNH	56326594090177201004	FAIRVIEW AVESKATING RINK, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56326594090215311001	Coliseum Ave, Lincoln Park, Nashua, NH 03060	11/28/17	12/28/20	$0.07010
PSNH	56326594090385701005	257 MAIN ST, Nashua, NH 030602940	11/13/17	12/13/20	$0.07010
PSNH	56326594090388401002	CONCORD ST TENNIS/SALT SHED, Nashua, NH 03064	11/27/17	12/27/20	$0.07010
PSNH	56326594090405070002	Daniel Webster Highw ay, J Ramp, Nashua, NH 03060	11/09/17	12/10/20	$0.07010
PSNH	56326594090510880004	SPIT BROOK RD, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56326594090573060001	Markar St, Nashua, NH 03060	11/09/17	12/10/20	$0.07010
PSNH	56326594090595011008	MAPLEWOOD SUB STATION, Nashua, NH 030648111	11/27/17	12/27/20	$0.07010
PSNH	56326594090658390000	S Main St, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56326594090680211001	67 Amherst St, Nashua, NH 030642561	11/27/17	12/27/20	$0.07010
PSNH	56326594090719390009	CONCORD ST, Nashua, NH 03064	11/27/17	12/27/20	$0.07010
PSNH	56422366005029543001	0 Temple St, Nashua, NH 03060	11/07/17	12/08/20	$0.07010
PSNH	56451741060394011001	830 W HOLLIS ST, Nashua, NH 030623541	11/14/17	12/14/20	$0.07010
PSNH	56516551066502711007	70 Temple St., Nashua, NH 030603429	11/07/17	12/08/20	$0.07010
PSNH	56693090037003011001	FISH HATCHERY, Nashua, NH 030602938	11/28/17	12/28/20	$0.07010
PSNH	56693090037020060009	AMHERST ST, Nashua, NH 03064	11/22/17	12/22/20	$0.07010
PSNH	56693090037088960006	HOLMAN STADIUM BALLFIELD, Nashua, NH 03064	11/14/17	12/14/20	$0.07010
PSNH	56693090037103170007	7 BLACKSTONE DR, Nashua, NH 030635031	11/22/17	12/22/20	$0.07010
PSNH	56693090037171901009	COLISEUM AVE, Nashua, NH 03063	11/28/17	12/28/20	$0.07010

©2016 Constellation Energy Resources, LLC All rights reserved.
Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

PSNH	56693090037197960006	BROAD ST, Nashua, NH 03063	11/27/17	12/27/20	$0.07010
PSNH	56693090037203170003	HOLMAN STADIUM CONCESSION, Nashua, NH 03064	11/22/17	12/22/20	$0.07010
PSNH	56693090037213011006	DW HIGHWAY, Nashua, NH 03060	11/27/17	12/27/20	$0.07010
PSNH	56693090037251080006	MILFORD RD, Nashua, NH 03064	11/14/17	12/14/20	$0.07010
PSNH	56693090037252060000	LAKE ST @ MAIN, Nashua, NH 03060	11/22/17	12/22/20	$0.07010
PSNH	56693090037253060008	E HOLLIS ST, Nashua, NH 03060	11/22/17	12/22/20	$0.07010
PSNH	56693090037282390000	LEDGE ST, Nashua, NH 03060	11/22/17	12/22/20	$0.07010
PSNH	56693090037292390009	Bridge St, Nashua, NH 03060	11/22/17	12/22/20	$0.07010
PSNH	56693090037462060000	FACTORY ST, Nashua, NH 03060	11/22/17	12/22/20	$0.07010
PSNH	56693090037497211000	CHANDLER ST, Nashua, NH 03064	11/22/17	12/22/20	$0.07010
PSNH	56693090037529070008	AMHERST ST, Nashua, NH 03064	11/22/17	12/22/20	$0.07010
PSNH	56693090037529901006	207 MANCHESTER ST, Nashua, NH 030648111	11/27/17	12/27/20	$0.07010
PSNH	56693090037610060009	Somerset BLVD, Kessler Farm Lite, Nashua, NH 03060	11/22/17	12/22/20	$0.07010
PSNH	56693090037957480009	Cottage St, Nashua, NH 03060	11/28/17	12/28/20	$0.07010
PSNH	56693090037985801004	CANAL ST, Nashua, NH 03064	11/28/17	12/28/20	$0.07010
PSNH	56819226036015333002	840 W HOLLIS ST LANDFILL CTR, Nashua, NH 030623541	11/14/17	12/14/20	$0.07010
PSNH	80001830662	Saw mill Rd, Nashua, NH 03060	11/08/17	12/09/20	$0.07010
PSNH	80009660160	229 Main St, Nashua, NH 030602938	11/29/17	12/29/20	$0.07010

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

©2016 Constellation Energy Resources, LLC All rights reserved.
Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

THE CITY OF NASHUA

Information Technology Division

"The Gate City"

MEMO

October 6, 2016

TO: MAYOR JIM DONCHESS
FINANCE COMMITTEE

SUBJECT: RE: PURCHASE OF RADIO SYSTEMS FIBER OPTICS INSTALLATION

At the request of the Finance Committee's (October 5, 2016 meeting) conditional approval for the East Dunstable/Spit Brook Road Fiber Optics installation, the work order has been modified to include the following language; "Splicing and fiber testing shall be per EIA/TIA criteria. Any splices not found within this criteria will be re-spliced and re-tested."

Respectfully,

Bruce Codagnone
CIO/IT Division Director

Cc: J. Griffin
D. Kooken
W. Mansfield

Attachment: Nashua - 9-26-16 - East Dunstable & Spit Brook Road Work Order

FIBER OPTIC
SPLICING & TESTING, INC.

September 26, 2016

Nick Miseirvitch
City of Nashua
IT Infrastructure Team Leader
229 Main Street
Nashua, NH 03061

RE: Nashua, NH – East Dunstable/Spit Brook Road

Dear Mr. Miseirvitch,

We are pleased to provide a quote to furnish the following items for the above referenced project. Prices subject to change if quantities vary more than 15% from totals. Includes the following based on a mutually satisfactory contract being reached between us and is subject to the following scope, clarifications and exclusions. FOST will provide a proposal including cost estimates for any additional work, as the need arises. Should any unforeseen or physical latent conditions be encountered during the installations, an additional proposal will be submitted. All payments are due within 30 days from receipt of an invoice.
Quote is valid for 30 days.

East Dunstable/Spit Brook Road, Nashua, NH

- Furnish and install 48F SM, overlashed to existing cable/messenger, from existing splice enclosure outside of Spit Brook Road fire station to existing splice enclosure at Shelley Dr & E Dunstable Rd.
- Splice 36 strands @ Spit Brook Road enclosure (orange, green, and brown tubes) and splice 12 strands @ Shelley Dr enclosure (orange tube) (spliced diagrams to be provided by City)
- OTDR test 36 strands from inside Spit Brook Road station (orange, green, and brown tubes) and supply results

Price for above……$14,550.00

PLEASE NOTE: This quote assumes the following:

1. Work to be done with one mobilization.
2. Splicing and fiber testing shall be per EIA/TIA criteria. Any splices not found within this criteria will be re-spliced and re-tested.
3. Quote does not include utility pole make ready work.
4. Quote does not include sales tax.
5. Quote does not include a performance/payment bond.

6. Quote does not include the cost of major traffic control, lane closure setups or police details/flaggers.

If this agreement is acceptable, please have a duly authorized official of your company/organization sign below and return a copy for our files. Your signature will constitute formal authorization to proceed with the work program according to the terms outlined. If you have any questions, regarding this written proposal, please do not hesitate to contact me at (781) 246-0017. We look forward to working with you.

Sincerely,

Andrew Rist

Fiber Optic Splicing and Testing, Inc.

The foregoing offer is hereby accepted, and work is authorized to begin under the terms of the above agreement.

_____

Customer/Agency

_____

Name (Printed)

_____

Signature

_____

Title

_____

Date

THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

October 28, 2016
Memo #17-070

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PROPOSAL FROM OSPREYOWL ENVIRONMENTAL, LLC FOR OVERSIGHT SERVICES FOR THE WASTEWATER TREATMENT PLANT (VALUE: NOT TO EXCEED $45,000)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER

Please see the attached communication from Lisa Fauteux, Division of Public Works Director, dated October 27, 2016 for the information related to this purchase.

The Division of Public Works Director, Board of Public Works (10/27/2016 meeting) and the Purchasing Department recommend this contract award in an amount not to exceed **$45,000** to **OspreyOwl Environmental, LLC** of **Barrington, NH.**

Respectfully,

Dan Kooken
Purchasing Manager

Cc: L Fauteux J Griffin

229 Main Street • Nashua, New Hampshire 03061 • Phone (603) 589-3330 • Fax (603) 589-3344

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: October 27, 2016

From: Lisa M. Fauteux, Director
Division of Public Works

Re: Proposal from OspreyOwl Environmental, LLC for oversight services for the Wastewater Treatment Plant

Attachment: Scope of Work Proposal

B. Motion: To approve the proposal from OspreyOwl Environmental, LLC of Barrington, NH in an amount not to exceed $45,000 for plant oversight support at the Wastewater Treatment Facility. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 53 Professional and Technical Services.

Discussion: Quotes were solicited from four firms who have the qualifications for the oversight and support at the Wastewater Treatment Plant. Hazen & Sawyer, Wright Pierce and OspreyOwl Environmental were interviewed by Lisa Fautuex, Director, Andy Patrician, Division Operations Manager and Noelle Osborne, Operations Supervisor, WWTP. Weston & Sampson was not available for this project.

After conducting the interviews the interview team agreed that OspreyOwl provided both the needed expertise and quality pricing for the required services. OspreyOwl will provide services 20 hours per week at an hourly rate of $65. It is anticipated the services will be required through the end of the fiscal year. The scope of work will include but is not limited to the following:

- Training of Plant Administrative Staff in all aspects of permitting; Training staff in use and development of process spreadsheets;
- Explanation of operational questions presented by staff;
- Overview of the operations staff means and methods of work and suggestions for more efficient operation;
- Training of plant staff in all aspects of wastewater treatment plant operations, laboratory testing, permitting and process control measure.
- Training of staff in WET testing protocol and in-plant sample methods;
- Preparation of monthly progress reports on activities of the previous month;
- Review and comment on regulatory rules as directed by Nashua Administration;
- Interaction with any plan staff a directed by Nashua Administration;
- Development of a process plan d SOPs
- Attend contractor/engineer/vendor meeting as directed;
- Direct and train plant staff via PowerPoint or hands on demonstration;
- Provide all services and support for the Nashua Administrative staff as instructed.

EXHIBIT B
Scope of Work

OspreyOwl Environmental, LLC
268 Emerald Drive
Barrington, NH 03825
(603) 978-5109
www.ospreyowl.com

email: RickCantu@ospreyowl.com

October 12, 2016

Ms Lisa Fauteux
Director of Public Works
9 Riverside Drive
Nashua, NH 03062

Re: Proposal (2016-09) to Provide Plant Oversight Support

Dear Ms Fauteux,

OspreyOwl, Environmental, LLC, will be providing services to the City of Nashua's Wastewater Treatment Plant at the directive of Noelle Osborne, Operations Supervisor and Lisa Fauteux , Director of Public Works, for plant operational oversight. Rick Cantu will be the representative for OspreyOwl Environmental (OOE) for the purpose of fulfilling this "Scope of Service." The current schedule is to provide services 20 hours per week on days mutually agreed to by the Operations Supervisor and OOE. It is anticipated that this schedule will last through the current fiscal year ending June 30, 2017. Examples of work hours are seven or eight hours on two days and 4 to 6 hours on the third day to account for 20 hours for the week. Weekly schedules need to be set one week in advance. This agreement may be cancelled by the City of Nashua at any time with a week's prior notice.

Scope of Work

The scope of work will include, but is not limited to the following:

- Training of Plant Administrative Staff in all aspects of permitting;
- Training staff in use and development of process spreadsheets;
- Explanation of operational questions presented by staff;
- Overview of the operations staff means and methods of work and suggestions for more efficient operation;
- Training of plant staff in all aspects of wastewater treatment plant operations, laboratory testing, permitting and process control measures;

EXHIBIT B
Scope of Work

- Training of staff in WET testing protocol and in-plant clean sampling methods;
- Preparation of monthly progress reports on activities of the previous month;
- Review and comment on regulatory rules as directed by Nashua Administration;
- Interaction with any plant staff as directed by Nashua Administration;
- Development of a process plan and SOPs as directed by Nashua Administration;
- Attend contractor/engineer/vendor meetings as directed by Nashua Administration;
- Direct and train plant staff via PowerPoint or hands on demonstrations;
- Provide all services and support for the Nashua Administrative Staff as instructed.

Fees

The "Rates & Terms" are modified from the usual Rate Sheet outlined on the website. For the term of this proposal the fee is a flat hourly rate of $65.00 per hour.

Any outside services that are requested by Nashua (e.g. laboratory testing by contract lab) that OOE coordinates and provides payment for the service, there will be a 10% mark-up on all these costs.

Billing

OOE will invoice the City on a quarterly basis within the first two weeks of January and the first two weeks of April. The last quarterly bill will be submitted on June 15th with the estimated end of June hours worked to close out the fiscal year. OOE will work with the payment schedule as currently set by the City's financial policies.

Approval and Acceptance

OOE is pleased to establish an ongoing working relationship with the City of Nashua. If this proposal is agreeable as presented, please sign in the space provided below. If there are any questions please contact me at your earliest convenience.

CONTRACT FOR INDEPENDENT CONTRACTOR

WASTEWATER TREATMENT FACILITY PLANT OVERSIGHT & SUPPORT

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, NASHUA, NH 03061-2019
AND

OSPREY OWL ENVIRONMENTAL, LLC
and its successors, transferees and assignees (together "Independent Contractor")
NAME AND TITLE OF INDEPENDENT CONTRACTOR

268 EMERALD DRIVE, BARRINGTON NH 03825
ADDRESS OF INDEPENDENT CONTRACTOR

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of an Independent Contractor ; and

WHEREAS, it is deemed that the services of an Independent Contractor herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Independent Contractor represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. DOCUMENTS INCORPORATED The following exhibits are by this reference incorporated herein and are made part of this contract:

Exhibit A-- General Conditions for Contracts
Exhibit B-- **OspreyOwl** Scope of Services, **dtd October 12, 2016.**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposal and the terms of this Agreement, a written change order and/or fully executed City of Nashua Purchase Order, the terms of this Agreement, the written change order or the fully executed City of Nashua Purchase Order shall control over the terms of the Proposal.

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, Independent Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

3. PERIOD OF PERFORMANCE Independent Contractor shall perform and complete all work within the time periods set forth and may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Independent Contractor shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Independent Contractor agrees to perform the work for a total cost not to exceed

FORTY-FIVE THOUSAND DOLLARS ($ 45,000.00)

which, unless otherwise provided in this contract, shall be paid in accordance with the provisions of Exhibit B or unless Independent Contractor has received a written exemption from the City of Nashua. Independent Contractor shall submit monthly requests for payment for services performed under this agreement directly to

City of Nashua
Attn: Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Atten: Lisa Fauteux, Director of Public Works

To facilitate the proper and timely payment of applications, the City of Nashua requires that all invoices contain a valid **PURCHASE ORDER NUMBER**.

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Independent Contractor agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.

2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The City of Nashua will pay for work satisfactorily completed by Independent Contractor. The City of Nashua will pay Independent Contractor within **30** days of approval by the City of Nashua of the submitted invoice forms and progress reports. The City of Nashua will make no payments until the invoice forms and progress reports have been submitted and approved.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the City of Nashua.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

CITY OF NASHUA REPRESENTATIVE:

Lisa Fauteux, Director of Public Works
City of Nashua
Division of Public Works
9 Riverside Street
Nashua, NH 03062

REPRESENTATIVE:

Ricardo Cantu, President
OspreyOwl Environmental, LLC
268 Emerald Drive
Barrington, NH 03825

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Independent Contractor may change the address or representative by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)	*OspreyOwl Environmental, LLC (signature)*
James Donchess, Mayor	*Ricardo Cantu, President*
(Printed Name and Title)	*(Printed Name and Title)*
	10/27/2016
Date	*Date*

EXHIBIT A
TABLE OF CONTENTS
GENERAL CONDITIONS

1.	DEFINITIONS	GC--2
2.	INDEPENDENT CONTRACTOR STATUS	GC--2
3.	STANDARD OF CARE	GC--2
4.	CITY OF NASHUA REPRESENTATIVE	GC--3
5.	CHANGES TO SCOPE OF WORK	GC--3
6.	CITY OF NASHUA COOPERATION	GC--3
7.	DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES	GC--3
8.	TERMINATION OF CONTRACT	GC--4
9.	DISPUTE RESOLUTION	GC--5
10.	NO DAMAGES FOR DELAY	GC--6
11.	INSURANCE	GC--6
12.	INDEMNIFICATION	GC--7
13.	FISCAL CONTINGENCY	GC--7
14.	COMPENSATION	GC--7
15.	COMPLIANCE WITH APPLICABLE LAWS	GC--7
16.	NONDISCRIMINATION	GC--8
17.	ENDORSEMENT	GC--8
18.	ASSIGNMENTS, TRANSFER, DELEGATION, OR SUBCONTRACTING	GC--8
19.	CITY INSPECTION OF CONTRACT MATERIALS	GC--9
20.	DISPOSITION OF CONTRACT MATERIALS	GC--9
21.	PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS	GC--9
22.	FINAL ACCEPTANCE	GC--10
23.	TAXES	GC--10
24.	NON-WAIVER OF TERMS AND CONDITIONS	GC--10
25.	RIGHTS AND REMEDIES	GC--10
26.	PROHIBITED INTERESTS	GC--10
27.	THIRD PARTY INTERESTS AND LIABILITIES	GC--11
28.	SURVIVAL OF RIGHTS AND OBLIGATIONS	GC--11
29.	SEVERABILITY	GC--11
30.	MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT	GC--11
31.	CHOICE OF LAW AND VENUE	GC--11
32.	CONFIDENTIALITY	GC--11

General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors

2. **INDEPENDENT CONTRACTOR STATUS** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:

    (1) Withholding of income taxes by the City of Nashua:
    (2) Industrial insurance coverage provided by the City of Nashua;
    (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
    (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
    (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
    (6) Unemployment compensation coverage provided by the City of Nashua.

3. **STANDARD OF CARE** Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Independent Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Independent Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Independent Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Independent Contractor's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Independent Contractor shall not in any way relieve Independent Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Independent Contractor's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Independent Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

    Independent Contractor shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Independent Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Independent Contractor without the prior written approval of the City of Nashua, except in the event of termination of employment. Independent Contractor shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

4. **CITY OF NASHUA REPRESENTATIVE** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Independent Contractor, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.

5. **CHANGES TO SCOPE OF WORK** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Independent Contractor's performance under the contract. Independent Contractor shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Independent Contractor's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Independent Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Independent Contractor of the change.

   When Independent Contractor seeks changes, Independent Contractor shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change.

   Except as provided in this paragraph, Independent Contractor shall implement no change unless the City of Nashua in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City of Nashua may provide verbal approval of a change when the City of Nashua, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior City of Nashua approval shall not be compensated and is, at the City of Nashua's election, sufficient reason for contract termination.

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings called by the City of Nashua or Independent Contractor to discuss the work under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Independent Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Independent Contractor's question or position. The City of Nashua representative shall render

a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Independent Contractor prior to having received the City of Nashua's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. **TERMINATION OF CONTRACT**

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Independent Contractor 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination, abandonment, or suspension at will, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Independent Contractor in the event of a failure by Independent Contractor to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. Independent Contractor shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Independent Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Independent Contractor, the City of Nashua fails to pay Independent Contractor for 45 days after the date of approval by the City of Nashua of any Application for Payment.

Upon receipt of notice of termination for cause, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the City of Nashua with a list of all unperformed services.

3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination for cause, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City of Nashua by reasons of Independent Contractor's failure. Independent Contractor shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua may withhold any payment to the Independent Contractor until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Independent Contractor must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Independent Contractor to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that Independent Contractor had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall, if necessary, make an adjustment in the compensation paid to Independent Contractor such that Independent Contractor receives total compensation in the same amount as it would have received in the event of a termination-at-will.

C. GENERAL PROVISIONS FOR TERMINATION Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Independent Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Independent Contractor assigned to the performance of the contract.
Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Independent Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Independent Contractor's control.

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute

as described above within 30 days, the parties may request that the dispute be submitted to the Board of Public Works for resolution. If the parties are dissatisfied with the decision of the Board of Public Works, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

11. **INSURANCE** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:

    - General Liability insurance in the amount of $1,000,000 per occurrence; $2,000,000 aggregate;
    - $1,000,000 Combined Single Limit Automobile Liability;
      ***Coverage must include all owned, non-owned and hired vehicles.**
    - and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, $100,000/$500,000/$100,000.

    Independent Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Independent Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Independent Contractor under this contract. The City of Nashua shall not maintain any insurance on behalf of Independent Contractor. Subcontractors are subject to the same insurance requirements as Independent Contractor and it shall be the Independent Contractor's responsibility to ensure compliance of this requirement.

    Independent Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City of Nashua issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Independent Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

    - All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
    - If aggregate limits of less than $2,000,000 are imposed on bodily injury and property damage, Independent Contractor must maintain umbrella liability insurance of at least $1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
    - The specified insurance requirements do not relieve Independent Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary.
    - The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.

- Independent Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Professional Engineer.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Independent Contractor agrees to indemnify and shall defend and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Independent Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Independent Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

13. **FISCAL CONTINGENCY** All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

    Nothing in this contract shall be construed to provide Independent Contractor with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Independent Contractor shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Independent Contractor. Independent Contractor shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Independent Contractor's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Independent Contractor to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Independent Contractor in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

15. **COMPLIANCE WITH APPLICABLE LAWS** Independent Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Independent Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Independent Contractor agrees to the following terms. Independent Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Independent Contractor agrees to take affirmative action to employ,

advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Without limitation of the foregoing, Independent Contractor's attention is directed to Title 41"Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Independent Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub consultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Independent Contractor under this contract.

In connection with the performance of work under this contract, Independent Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Independent Contractor agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Independent Contractor shall constitute a material breach of the contract.

17. **ENDORSEMENT** Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.

18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Independent Contractor related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Independent

Contractor's expense, by Independent Contractor to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Independent Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract must be retained by Independent Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Independent Contractor shall promptly remit and deliver the materials, at Independent Contractor's expense, to the City of Nashua. Independent Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Independent Contractor's obligations under this contract without the prior written consent of the City of Nashua.

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Independent Contractor expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Independent Contractor (including those remitted to the City of Nashua by Independent Contractor pursuant to paragraph 20), unless designated as confidential by a specific statue of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

    No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Independent Contractor. The City of Nashua shall have the right to reproduce any such materials.

    Independent Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Independent Contractor agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Independent Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Independent Contractor infringes any patent.

    Independent Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Independent Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete,

Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

23. **TAXES** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.

25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

26. **PROHIBITED INTERESTS** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Independent Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

    In the event Independent Contractor (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City of Nashua may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Independent Contractor shall refund to the City of Nashua any profits realized under this contract, and Independent Contractor shall be liable to the City of Nashua for any costs incurred by the City of Nashua in completing the work described in this contract. At the discretion of the City of Nashua, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

    Independent Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Independent Contractor to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

    The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City of Nashua under this contract or at law.

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.

28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.

29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

32. **CONFIDENTIALITY** The Independent Contractor acknowledges that, while performing services under this agreement, they will have access to information which is confidential, and the Independent Contractor will keep this information confidential and will not disclose it to any other person. This obligation of confidentiality is continuous in nature and does not expire.

THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

October 27, 2016
Memo #17-063

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PURCHASE OF REPLACEMENT POLICE VEHICLES (VALUE: $462,575)
DEPARTMENT: 150 POLICE; FUND: CERF

Please see the nine (9) attached communications from Karen A. Smith, Business Manager dated October 17, 2016 for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures** A. (3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Nashua Police Department and the Purchasing Department recommend the purchase of these vehicles and equipment in the amount of **$462,575** from **M-H-Q Municipal Vehicles of Marlborough, MA.**

Respectfully,

Dan Kooken
Purchasing Manager

Cc: K Smith A Lavoie

229 Main Street • Nashua, New Hampshire 03061 • Phone (603) 589-3330 • Fax (603) 589-3344

NASHUA POLICE
DEPARTMENT

Date: 17 October 2016

Intradepartmental Communication

To: Dan Kooken, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to purchase two (2) Patrol PC Core I fixed Mount computers (MDTs) and installation equipment for the new Patrol and K9 vehicles.

A quote from Advanced Electronic Design, Inc. d/b/a Patrol PC is attached for your review. This item is compatible with the existing MDT's we currently have in our existing vehicles.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount **of $9,536 from Advanced Electronic Design, Inc. d/b/a Patrol PC.**

Sincerely,

Karen A. Smith
Business Manager

cc: David Fredette

Rq 35931

PATROL PC™

MADE IN USA
www.Patrol PC.com

Date: 7/18/16

Expiration: 8/18/16

To: Nashua, NH PD
0 Panter Drive Nashua, NH 03062
Attn: Peter Cinfo

Rep	Job	Shipping Method	Shipping Terms	Delivery Date	Terms	Due Date
Rgarofano		UPS	FOB North Attelboro		Net 30 Days	

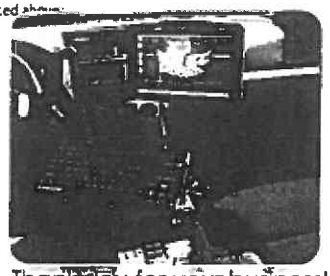
Qty	Item #	Description	Unit Price	Line Total
1	PPC-RT12i-G3-V-FM	PatrolPC® Core i Value Intel Generation 3 FIXED MOUNT COMPUTER featuring PortscapeTM mounting - (12.1" Sunlight Readable Display - Approximately 1200NITS. Ultra Armour Glass-On-Glass Touch Screen. 2.7 GHz Core i5 2 core, removable 120 GB SSD, 4 GB DDR3-1600 RAM, No OS, 1 10/100/1G Ethernet, 7 USB 2.0, microHDMI, 2 Mini-PCIe half card slots, Ambient Light Sensor, 10 AMP xx Ft Fused Power Cable, 3yr Warranty)	$ 3,545.00	$ 3,545.00
		Add-ons / Upgrade		
1	PPC-W-7P64	Windows 7 Pro 64 bit w/Win 7 Pro COA	$ 209.00	$ 209.00
1	PPC-install-mount	Computer Mount Install-Onsite	$ 245.00	$ 245.00
1	PIU-COMBO-OnDash-2016	ON-DASH MOUNT with Single Arm / Double Pivot and G.R.I.P. Tilt/Swivel for Display/Tablet and Keyboard Mount with Double Arm and G.R.I.P. Tilt/Swivel for FORD POLICE INTERCEPTOR UTILITY (Specify Year of Vehicle) (Must Provide Console Make and Model) (TM-5126-PIU/AP-5120-PPC)	$ 537.00	$ 537.00
1	KBA-BLTX-USNNR-US	Rugged Backlit Keyboard - TG3 KBA-BLTX 82 Key Backlit Red Illuminated Keyboard with Touchpad - 3 year manufacturer's warantee	$ 194.00	$ 194.00

Quotation prepared by: Ryan Garofano

This is a quotation on the goods named, subject to the conditions noted above.

Unpaid balances accrue 1.5% interest per month

Total Discount	
Subtotal	$ 4,730.00
Shipping Cost	$ 38.00
Total	$ 4,768.00



Thank you for your business!

344 John L Dietsch Blvd. Unit #2, North Attleboro, MA 02763 508-699-0249 FAX:508-699-2531

NASHUA POLICE
DEPARTMENT

Date: 17 October 2016

Intradepartmental Communication

To: Dan Kooken, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to purchase two (2) Police radios and accessories for the new Patrol and K9 vehicles.

A quote from Motorola is attached for your review. This item is compatible with the radios we currently have in our existing vehicles.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of **$4,940.28 from Motorola Solutions, Inc.**

Sincerely,

Karen A. Smith
Business Manager

cc: David Fredette

Req 35932

MOTOROLA

DATE: 9.13.2016

Nashua APX Pricing

Bill Mansfield

0 Panther Dr, Nashua, NH 03062

(603) 594-3500

MODEL #	DESC.	QTY.	UNIT	DISC.	D.UNIT	D.EXT.
	APX4500 VHF					
M22KSS9PW1 N	APX4500 VHF	1	$1,504.00	27%	$1,097.92	$1,097.92
Q811	ADD: SOFTWARE P25 CONVENTIONAL	1	$650.00	27%	$474.50	$474.50
GA00804	ADD: APX O2 CONTROL HEAD (Grey)	1	$492.00	27%	$359.16	$359.16
G444	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	27%	$0.00	$0.00
G67	ADD: REMOTE MOUNT O2 WWM	1	$297.00	27%	$216.81	$216.81
G174	ADD: ANT 3DB LOW-PROFILE 762-870	1	$43.00	27%	$31.39	$31.39
W22	ADD: PALM MICROPHONE	1	$72.00	27%	$52.56	$52.56
G831	ADD: SPKR 15W WATER RESISTANT	1	$60.00	27%	$43.80	$43.80
G24	ADD: 3 YEAR SERVICE FROM THE START LITE	1	$121.00	0%	$121.00	$121.00
G996	ENH: OVER THE AIR PROVISIONING	1	$100.00	27%	$73.00	$73.00
GA00235	ADD: NO GPS ANTENNA NEEDED	1	$0.00	27%	$0.00	$0.00
					Total	***$2,470.14***

ORDERING PLEASE CONTACT
Scott Cruikshank
scott.cruikshank@motorolasolutions.com

***IV&D IS NOW INCLUDED IN ALL APX RADIOS**
***BLUETOOTH IS NOW INCLUDED IN ALL APX PORTABLES**

DELIVERY **15-30 DAYS**

All pricing at Motorola list

TERMS **NET 45 FROM INVOICE AS SHIPPED**

NASHUA POLICE
DEPARTMENT

Date: 16 October 2016

Intradepartmental Communication

To: Dan Kooken, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace seven (7) 2014 Ford Police Interceptor utility vehicles with the 2017 Ford Police Interceptor utility vehicle. The vehicles will replace the following vehicles which are on the FY2017 CERF replacement schedule.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#	MILEAGE AS OF 10-7-16
2014	5	MP6465	Ford Explorer	1FM5K8AR0EGC02133	84,835
2014	6	MP6466	Ford Explorer	1FM5K8AR1EGC02125	78,247
2014	7	MP6467	Ford Explorer	1FM5K8AR9EGC02132	80,472
2014	10	MP64610	Ford Explorer	1FM5K8AR7EGC02131	87,098
2014	13	MP64613	Ford Explorer	1FM5K8AR3EGC02126	76,093
2014	16	MP64616	Ford Explorer	1FM5K8AR5EGC02130	81,829
2014	20	MP64620	Ford Explorer	1FM5K8AR5EGC02127	85,693

Pursuant to NRO 5-84 (A) (3), the replacement vehicles will be purchased through the State of Massachusetts Greater Boston Police Council Vehicle Procurement Contract #GBPC2017.

A quote from MHQ is attached for your review showcasing the features and options of the new vehicles and the associated costs and trade-in allowance.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of $191,975.63 from **M-H-Q, Inc. Municipal Vehicles, Marlborough, MA.**

Sincerely,

Karen A. Smith
Business Manager

cc: David Fredette

STATE BID TABULATION

Seven (7) - 2017 Ford Police Interceptor Utility , All Wheel Drive,
Heavy duty police package vehicle, full size, four-door.

VENDOR	VEHICLES/EQUIPMENT/INSTALL	TRADES	TOTAL
M-H-Q Municipal Vehicles	$240,975.63	$49,000.00	$191,975.63

MHQ
VEHICLES ■ EQUIPMENT ■ GEAR

QUOTE

CUSTOMER

Contact Name:	Brian Sojka	Date:	10/5/2016
Company/Dept:	NASHUA POLICE DEPARTMENT	Valid for:	9/30/2017
Street Address:	0 Panther Dr	Customer #:	12753
City, State, Zip:	Nashua, NH 03062	Contract:	GBPC
Phone:	(603) 594-3500	Sales Rep:	K.Wright
	Patrol - Ford Utility		

Please find below a budget quote for **A Ford Police Interceptor Utility** AWD per the Greater Boston Police Council Contract RFP # GBPC 2016 - Law Enforcement Equipment Ford

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
K8A	**2017 Utility Police Interceptor - INCLUDES:** 3.7L V6 Ti-VCT FFV AWD - 304 Horsepower @ 6259 rpm - 6 Speed Automatic Transmission - Driver's Side Six Way Power Seat - Heavy Duty 18" Steel Wheels with Small Chrome Center Caps (6SL) - All Wheel Drive - 75 MPH Rear Crash Tested - Cloth Bucket Front and Vinyl Rear Seats (9W) - Heavy Duty Vinyl Flooring - Power Adjustable Pedals - Advance Trac Stability Control System - Display Rear Camera in Rear View Mirror Instead of Center Stack (87R) -	$27,650.00	7	$ 193,550.00
43D	Dark Car Feature	$ 19.40	7	$ 135.80
549	Heated Side View Mirrors	$ 58.20	7	$ 407.40
51Y	Spot Lamp - Driver only (Incandesent Bulb)	$ 208.55	7	$ 1,459.85
53M	SYNC Basic - Voice-Activated Communication System	$ 286.15	7	$ 2,003.05
59B	Keyed Alike – 1284x	$ 48.50	7	$ 339.50
76R	Reverse Sensing	$ 266.75	7	$ 1,867.25
60R	Noise Suppression Bonds (Ground Straps)	$ 97.00	7	$ 679.00
86P	Front Headlamp Predrilled for Side Marker in Headlights	121.15	7	$ 848.05
18W	Rear Window Power Delete, Operable from Front Driver Side Switches	50.44	7	$ 353.08
68G	Rear Door Handles Inoperable, Locks Inoperable	33.95	7	$ 237.65
LK	Dark Blue Paint	Included	7	
158	License Plate Bracket – Front	Included	7	
P-90	Paint complete with out jambs - Two Tone per Nashua PD Specs	$ 1,995.00	7	$ 13,965.00
GP	Nashua Graphics Package & Installed Customer Supplied Shields	$ 295.00	7	$ 2,065.00
2.26	Whelen Super LED ION series lights, one pair model # IONC - White - Mounted in Headlights	$ 355.00	7	$ 2,485.00
2.26	Whelen Super LED ION series lights, one pair model # IONB - Blue - Mounted on Bottom of Liftgate	$ 355.00	7	$ 2,485.00
2.26	Whelen (2) Micron Series Super-LED Surface Mount Lighthead Model # MCRNS* - Clear - Mounted on Grille Knockouts	$ 355.00	7	$ 2,485.00

15.01	Pro-Gard AOI Airbag switch, for Ford Utility / Sedan Interceptor, front passenger model # AOI0001	$405.00	7	$ 2,835.00
16.10	Transfer Siren and speaker	$145.00	7	$ 1,015.00
16.06	Transfer Light bar and switching	$160.00	7	$ 1,120.00
16.01	Transfer 2-way radio and front mount antenna	$175.00	7	$ 1,225.00
16.03	Transfer Second 2-way radio	$175.00	7	$ 1,225.00
16.36	Transfer GPS system	$75.00	7	$ 525.00
16.22	Transfer 2 hideaway LED systems	$80.00	7	$ 560.00
16.42	Transfer radar system	$55.00	7	$ 385.00
16.11	Transfer Prisoner Barrier	$180.00	7	$ 1,260.00
16.12	Transfer Cargo Barrier Barrier	$150.00	7	$ 1,050.00
16.15	Transfer rear prisoner seat and floor pan	$75.00	7	$ 525.00
16.33	Transfer mobile data terminal, modem, power supply, charge guard, mount and antenna	$295.00	7	$ 2,065.00
16.32	Transfer electric shotgun rack (trunk mount or cage mount)	$60.00	7	$ 420.00
16.30	Transfer console only	$45.00	7	$ 315.00
16.31	Transfer rear equipment tray	$45.00	7	$ 315.00
16.5	Transfer window screens or bars	$30.00	7	$ 210.00
16.09	Transfer rear exterior lightbar	$80.00	7	$ 560.00
				$ -
TRADE IN	2014 Interceptor Utility	$ (7,000.00)	7	$ (49,000.00)
			TAX:	
			TOTAL:	$191,975.63

TERMS AND CONDITIONS

*This quote is valid until 9/30/2017. Any purchase orders or approved quotes received outside of this quote period may be subject to price adjustments by up to 5%. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L. c.30B applies to the procurement of all commodities quoted. Greater Boston Police Council contract items have been collectively purchased pursuant to M.G.L. c 30B sec. 1c and M.G.L. c.7 sec. 22B. The governmental body is responsible to determine the applicability of M.G.L. c 30B to off contract items, including, but not limited to off contract items that have already been properly procured under M.G.L. c 30B sec. 1c and M.G.L. c. 7 sec. 22A (purchases from a vendor on a contract with the Commonwealth), other contracts procured under M.G.L. c 30B sec 1c and M.G.L. c.7 sec 22B, or any M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard to any purchase by Buyer from MHQ.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x _____

PRINT NAME

x _____

TITLE

x _____

SIGNATURE

Quote provided by Kris Wright, Account Manager at MHQ
(603) 325-0995 • kwright@mhq.com

NASHUA POLICE
DEPARTMENT

Date: 16 October 2016

Intradepartmental Communication

To: Dan Kooken, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace one (1) 2010 Dodge Charger unmarked vehicle with the 2017 Ford Police Interceptor utility vehicle for the Traffic unit. The vehicles will replace the following vehicle which is on the FY2017 CERF replacement schedule.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#	MILEAGE AS OF 10-7-16
2010	D-37	MP64663	Dodge Charger	2B3AA4CT1AH232331	99,152

Pursuant to NRO 5-84 (A) (3), the replacement vehicle will be purchased through the State of Massachusetts Greater Boston Police Council Vehicle Procurement Contract #GBPC2017.

A quote from MHQ is attached for your review showcasing the features and options of the new vehicle and the associated costs and trade-in allowance.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of $33,833.58 from **M-H-Q, Inc. Municipal Vehicles, Marlborough, MA.**

Sincerely,

Karen A. Smith
Business Manager

cc: David Fredette

STATE BID TABULATION

One (1) - 2017 Ford Police Interceptor Utility , All Wheel Drive,
Heavy duty police package vehicle, full size, four-door.

VENDOR	VEHICLE/EQUIPMENT/INSTALL	TRADE	TOTAL
M-H-Q Municipal Vehicles	$34,833.58	$1,000.00	$33,833.58

MHQ
VEHICLES ■ EQUIPMENT ■ GEAR

QUOTE

CUSTOMER

Contact Name:	Brian Sojka
Company/Dept:	NASHUA POLICE DEPARTMENT
Street Address:	0 Panther Dr
City, State, Zip:	Nashua, NH 03062
Phone:	(603) 594-3500
	Traffic- Ford Utility

Date:	10/5/2016
Valid for:	9/30/2017
Customer #:	12753
Contract:	GBPC
Sales Rep:	K.Wright

Please find below a budget quote for **2017 Ford Police Interceptor Utility** AWD per the Greater Boston Police Council Contract RFP # GBPC 2016 - Law Enforcement Equipment Ford

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
K8A	**2017 Utility Police Interceptor - INCLUDES:** 3.7L V6 Ti-VCT FFV AWD - 304 Horsepower @ 6259 rpm - 6 Speed Automatic Transmission - Driver's Side Six Way Power Seat - Heavy Duty 18" Steel Wheels with Small Chrome Center Caps (65L) - All Wheel Drive - 75 MPH Rear Crash Tested - Cloth Bucket Front and Vinyl Rear Seats (9W) - Heavy Duty Vinyl Flooring - Power Adjustable Pedals - Advance Trac Stability Control System - Display Rear Camera in Rear View Mirror Instead of Center Stack (87R) -	$27,650.00	1	$ 27,650.00
88F	2nd Row Cloth Seats	$ 58.20	1	$ 58.20
43D	Dark Car Feature	$ 19.40	1	$ 19.40
549	Heated Side View Mirrors	$ 58.20	1	$ 58.20
53M	SYNC Basic - Voice-Activated Communication System	$ 286.15	1	$ 286.15
59B	Keyed Alike – 1284x	$ 48.50	1	$ 48.50
76R	Reverse Sensing	$ 266.75	1	$ 266.75
60R	Noise Suppression Bonds (Ground Straps)	$ 97.00	1	$ 97.00
86P	Front Headlamp Predrilled for Side Marker in Headlights	121.15	1	$ 121.15
65L	Wheel Covers (18" Full Face)	$ 58.20	1	$ 58.20
16D	Badge Delete (Police Interceptor Badge Only)	Included	1	
158	License Plate Bracket – Front	Included	1	
	Standard Paint Color: TBD	Included	1	
8.21	Setina Model # 12VS Cargo Area Partition with vinyl coated expanded metal (Utility) model # PK0123ITU122ND	$455.00	1	$ 455.00
2.26	Whelen Super LED ION series lights, one pair model # IONC - White - Mounted in Headlights	$ 355.00	1	$ 355.00
2.26	Whelen Super LED ION series lights, one pair model # IONB - Blue - Mounted on Bottom of Liftgate	$355.00	1	$ 355.00
2.51	Whelen DUO Inner Edge XLP Twelve 6-LED DUO™ Lamps, Upper Front Two Piece Unit, Individual Driver and Passenger Side Units Model # IW34UFX (Utility) - Blue/White	$1,230.00	1	$ 1,230.00
3.09	Whelen (2) LED Vertex hideaway system, model # VTX609-2 - Red - Mounted in Tail Lights	$ 225.00	1	$ 225.00

ISTRAY*	Whelen Inner Edge RTX Rear Facing Super LED 8 Module - Blue	$ 921.15	1	$ 921.15
IE34UR8	Ford Explorer 2011-2017, Ford Police Interceptor Utility 2013-2017, Upper Rear Housing for Six or Eight Modules, No Charge When Ordered with Inner Edge® Tray	$ -	1	$ -
5.12	Whelen model # 295SLSA6, 200 watt siren with 9 switch light control and high current switching	$490.00	1	$ 490.00
6.07	Whelen model # SA315P 123DB speaker, composite with mounting bracket	$195.00	1	$ 195.00
11.18	Havis Vehicle Specific Console Ford Interceptor Utility 21" Console model # C-VS-1308-INUT-1, 2-C-MCB and 2-C-MC	$ 405.00	1	$ 405.00
11.25	Havis Armrest, console top mount flip up style model # C-ARM-103	$100.00	1	$ 100.00
11.56	Dual internal cup holder model # C-CUP2-I	$42.00	1	$ 42.00
15.01	Pro-Gard AOI Airbag switch, for Ford Utility / Sedan Interceptor, front passenger model # AOI0001	$405.00	1	$ 405.00
CMP 129	Havis Premium fold up cargo plate for Interceptor Utility # C-TTP-INUT-1	$450.00	1	$ 450.00
	Havis Replacement rubber mat used in C16, D21, F13 and other small module style K9 units P/N KNM01029-K4	$116.88	1	$ 116.88
16.01	Transfer 2-way radio and front mount antenna	$175.00	1	$ 175.00
16.03	Transfer Second 2-way radio	$175.00	1	$ 175.00
16.36	Transfer GPS system	$75.00	1	$ 75.00
				$ -
Trade In	2010 Dodge Charger	($1,000.00)	1	$ (1,000.00)
				$ -
			TAX:	
			TOTAL:	$33,833.58

*This quote is valid until 9/30/2017. Any purchase orders or approved quotes received outside of this quote period may be subject to price adjustments by up to 5% By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L. c.30B applies to the procurement of all commodities quoted. Greater Boston Police Council contract items have been collectively purchased pursuant to M.G.L. c 30B sec. 1c and M.G.L. c.7 sec 22B. The governmental body is responsible to determine the applicability of M.G.L. c 30B to off contract items, including, but not limited to off contract items that have already been properly procured under M.G.L. c 30B sec. 1c and M.G.L. c. 7 sec. 22A (purchases from a vendor on a contract with the Commonwealth), other contracts procured under M.G.L. c 30B sec 1c and M.G.L. c.7 sec. 22B, or any M.G L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard to any purchase by Buyer from MHQ.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x _____

PRINT NAME

x _____

TITLE

x

SIGNATURE

Quote provided by Kris Wright, Account Manager at MHQ

(603) 325-0995 • kwright@mhq.com

NASHUA POLICE
DEPARTMENT

Date: 16 October 2016

Intradepartmental Communication

To: Dan Kooken, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace one (1) 2011 Chevrolet Caprice unmarked vehicle with the 2017 Ford Police Interceptor sedan for the Traffic unit. The vehicle will replace the following vehicle which is on the FY2017 CERF replacement schedule.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#	MILEAGE AS OF 10-7-16
2011	D-19	MP64657	Chevrolet Caprice	6G1MK5T25BL544836	89,928

Pursuant to NRO 5-84 (A) (3), the replacement vehicle will be purchased through the State of Massachusetts Greater Boston Police Council Vehicle Procurement Contract #GBPC2017.

A quote from MHQ is attached for your review showcasing the features and options of the new vehicle and the associated costs and trade-in allowance.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of $28,544.10 from **M-H-Q, Inc. Municipal Vehicles, Marlborough, MA.**

Sincerely,

Karen A. Smith
Business Manager

cc: David Fredette

STATE BID TABULATION

One (1) - 2017 Ford Police Interceptor Sedan , All Wheel Drive,
Heavy duty police package vehicle, full size, four-door.

VENDOR	VEHICLES/EQUIPMENT/INSTALL	TRADES	TOTAL
M-H-Q Municipal Vehicles	$29,744.10	$1,200.00	$28,544.10

MHQ
VEHICLES ■ EQUIPMENT ■ GEAR

CUSTOMER

Contact Name:	Brian Sojka	Date:	10/5/2016
Company/Dept:	NASHUA POLICE DEPARTMENT	Valid for:	9/30/2017
Street Address:	0 Panther Dr	Customer #:	12753
City, State, Zip:	Nashua, NH 03062	Contract:	GBPC
Phone:	(603) 594-3500	Sales Rep:	K.Wright
	Traffic Ford Sedan		

Please find below a budget quote for **A 2017 Ford Police Interceptor Sedan** AWD per the Greater Boston Police Council Contract RFP # GBPC 2016 - Law Enforcement Equipment Ford

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
P2L	**2017 Ford Sedan Police Interceptor** - 3.7L V6 Ti-VCT AWD - 6 Speed Automatic Transmission - Driver's Side Six Way Power Seat - Heavy Duty 18" Steel Wheels - Front Wheel Drive - 75 MPH Rear Crash Tested - Heavy Duty Vinyl Flooring - Power Adjustable Pedals - Advance Trac Stability Control System - Cloth Bucket Front and Vinyl Rear Seats - Heavy Duty Vinyl Flooring	$ 24,375.00	1	$ 24,375.00
65L	Full Wheel Covers	$ 58.20	1	$ 58.20
53M	SYNC Basic - Voice-Activated Communication System	$ 286.15	1	$ 286.15
13P	Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies)	$ 116.40	1	$ 116.40
43B	Keyed Alike – 1284x	$ 48.50	1	$ 48.50
13C	Dark Car Feature- Courtesy Lamp Disable When Any Door is Opened	$ 19.40	1	$ 19.40
20P	Noise Suppression Bonds (Ground Straps)	$ 92.15	1	$ 92.15
549	Heated Side View Mirrors	$ 58.20	1	$ 58.20
76R	Reverse Sensing	$ 286.15	1	$ 286.15
88C	2nd Row Cloth Seats	$ 58.20	1	$ 58.20
77B	Rear View Camera	Included	1	$ -
158	License Plate Bracket – Front	Included	1	$ -
19D	Badge Delete (Police Interceptor Badge Only)	Included	1	$ -
Paint	Standard Option Color: TBD	Included	1	$ -
2.51	Whelen DUO Inner Edge XLP Six 6-LED DUO™ Lamps, Upper Front Passenger Side Unit Only Model # IW38UF6P (Sedan)	$770.00	1	$ 770.00
3.09	Whelen (2) LED Vertex hideaway system, model # VTX609-2 in Tail Lights - Red	$225.00	1	$ 225.00
3.21	Code 3 LED twist lock 6 diode (2) head system, hideaway lights model # 2-HB6PAK-PI-* Mounted in Pre-Drilled holes - White	$190.00	1	$ 190.00
IWSTRAY1	Whelen Inner Edge RTX Series Rear Facing Super LED 10 Lamp Tray - Blue	$ 1,053.75	1	$ 1,053.75

IE38LRZ	Ford Taurus 2011-2016, Ford Police Interceptor Sedan 2013-2016, Lower Rear Housing for Ten Modules, No Charge When Ordered with Inner Edge® Tray	$ -	1	$ -
5.12	Whelen model # 295SLSA6, 200 watt siren with 9 switch light control and high current switching	$490.00	1	$ 490.00
6.07	Whelen model # SA315P 123DB speaker, composite with mounting bracket	$195.00	1	$ 195.00
11.14	Havis Vehicle Specific Console Ford Interceptor Sedan 23" Console model # C-VS-1508-INSE-1, 2-C-MCB and 2-C-MC	$405.00	1	$ 405.00
11.25	Havis Armrest, console top mount flip up style model # C-ARM-103	$100.00	1	$ 100.00
11.56	Dual internal cup holder model # C-CUP2-I	$42.00	1	$ 42.00
15.01	Pro-Gard AOI Airbag switch, for Ford Utility / Sedan Interceptor, front passenger model # AOI0001	$405.00	1	$ 405.00
16.01	Transfer 2-way radio and front mount antenna	$175.00	1	$ 175.00
16.03	Transfer Second 2-way radio	$175.00	1	$ 175.00
16.36	Transfer GPS system	$75.00	1	$ 75.00
16.31	Transfer rear equipment tray	$45.00	1	$ 45.00
			1	$ -
				$ -
Trade in	2011 Chevy Caprice	$ (1,200.00)	1	$ (1,200.00)
				$ -
			TAX:	
			TOTAL:	$ 28,544.10

TERMS AND CONDITIONS

*This quote is valid until 9/30/2017. Any purchase orders or approved quotes received outside of this quote period may be subject to price adjustments by up to 5%. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L. c.30B applies to the procurement of all commodities quoted. Greater Boston Police Council contract items have been collectively purchased pursuant to M.G.L. c 30B sec. 1c and M.G.L. c.7 sec. 22B. The governmental body is responsible to determine the applicability of M.G.L. c 30B to off contract items, including, but not limited to off contract items that have already been properly procured under M.G.L. c 30B sec. 1c and M.G.L. c. 7 sec. 22A (purchases from a vendor on a contract with the Commonwealth), other contracts procured under M.G.L. c 30B sec 1c and M.G.L. c.7 sec. 22B, or any M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard to any purchase by Buyer from MHQ.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x _____

PRINT NAME

x _____

TITLE

x _____

SIGNATURE

Quote provided by KRIS WRIGHT, Account Manager at MHQ
(603) 325-0995 • kwright@mhq.com

NASHUA POLICE
DEPARTMENT

Date: 16 October 2016

Intradepartmental Communication

To: Dan Kooken, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace two (2) Ford Police Interceptor utility vehicles with the 2017 Ford Police Interceptor utility vehicles. The vehicles will replace the following vehicles which are on the FY2017 CERF replacement schedule.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#	MILEAGE AS OF 10-7-16
2015	15	MP6615	Ford Explorer	1FM5K8AR9FGA88604	70,040
2014	22	MP6422	Ford Explorer	1FM5K8AR7EGC02128	84,119

Pursuant to NRO 5-84 (A) (3), the replacement vehicles will be purchased through the State of Massachusetts Greater Boston Police Council Vehicle Procurement Contract #GBPC2017.

A quote from MHQ is attached for your review showcasing the features and options of the new vehicles and the associated costs and trade-in allowance.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of $54,954.36 from **M-H-Q, Inc. Municipal Vehicles, Marlborough, MA.**

Sincerely,

Karen A. Smith
Business Manager

cc: David Fredette

STATE BID TABULATION

Two (2) - 2017 Ford Police Interceptor Utility , All Wheel Drive,
Heavy duty police package vehicle, full size, four-door.

VENDOR	VEHICLES/EQUIPMENT/INSTALL	TRADES	TOTAL
M-H-Q Municipal Vehicles	$68,954.36	$14,000.00	$54,954.36

MHQ
VEHICLES ■ EQUIPMENT ■ GEAR

CUSTOMER

Contact Name:	Brian Sojka	Date:	10/10/2016
Company/Dept:	NASHUA POLICE DEPARTMENT	Valid for:	9/30/2017
Street Address:	0 Panther Dr	Customer #:	12753
City, State, Zip:	Nashua, NH 03062	Contract:	GBPC
Phone:	(603) 594-3500	Sales Rep:	K.Wright
	Supervisor - Ford Utility		

Please find below a budget quote for **2017 Ford Police Interceptor Utility** AWD per the Greater Boston Police Council Contract RFP # GBPC 2016 - Law Enforcement Equipment Ford

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
K8A	**2017 Utility Police Interceptor - INCLUDES:** 3.7L V6 Ti-VCT FFV AWD - 304 Horsepower @ 6259 rpm - 6 Speed Automatic Transmission - Driver's Side Six Way Power Seat - Heavy Duty 18" Steel Wheels with Small Chrome Center Caps (65L) - All Wheel Drive - 75 MPH Rear Crash Tested - Cloth Bucket Front and Vinyl Rear Seats (9W) - Heavy Duty Vinyl Flooring - Power Adjustable Pedals - Advance Trac Stability Control System - Display Rear Camera in Rear View Mirror Instead of Center Stack (87R) -	$27,650.00	2	$ 55,300.00
43D	Dark Car Feature	$ 19.40	2	$ 38.80
549	Heated Side View Mirrors	$ 58.20	2	$ 116.40
51R	Spot Lamp - Driver only (Unity LED Bulb)	$ 383.15	2	$ 766.30
53M	SYNC Basic - Voice-Activated Communication System	$ 286.15	2	$ 572.30
59B	Keyed Alike – 1284x	$ 48.50	2	$ 97.00
76R	Reverse Sensing	$ 266.75	2	$ 533.50
60R	Noise Suppression Bonds (Ground Straps)	$ 97.00	2	$ 194.00
86P	Front Headlamp Predrilled for Side Marker in Headlights	121.15	2	$ 242.30
LK	Dark Blue Paint	Included	2	
158	License Plate Bracket – Front	Included	2	
P-90	Paint complete with out jambs - Two Tone per Nashua PD Specs	$ 1,995.00	2	$ 3,990.00
GP	Nashua Graphics Package & Installed Customer Supplied Shields	$ 295.00	2	$ 590.00
6.07	Whelen model # SA315P 123DB speaker, composite with mounting bracket	$195.00	2	$ 390.00
2.26	Whelen Super LED ION series lights, one pair model # IONC - White - Mounted in Headlights	$ 355.00	2	$ 710.00
2.26	Whelen Super LED ION series lights, one pair model # IONB - Blue - Mounted on Bottom of Liftgate	$ 355.00	2	$ 710.00
2.26	Whelen (2) Micron Series Super-LED Surface Mount Lighthead Model # MCRNS* - Clear - Mounted on Grille Knockouts	$ 355.00	2	$ 710.00

3.11	Whelen (2) LED Vertex hideaway system, model # VTX609-2 - Red - Mounted in Tail Lights	$ 225.00	2	$ 450.00
15.01	Pro-Gard AOI Airbag switch, for Ford Utility / Sedan Interceptor, front passenger model # AOI0001	$405.00	2	$ 810.00
8.21	Setina Model # 12VS Cargo Area Partition with vinyl coated expanded metal (Utility) model # PK0123ITU122ND	$455.00	2	$ 910.00
	Havis Replacement rubber mat used in C16, D21, F13 and other small module style K9 units P/N KNM01029-K4	$116.88	2	$ 233.76
16.06	Transfer Light bar and switching	$160.00	2	$ 320.00
16.01	Transfer 2-way radio and front mount antenna	$175.00	2	$ 350.00
16.03	Transfer Second 2-way radio	$175.00	2	$ 350.00
16.36	Transfer GPS system	$75.00	2	$ 150.00
16.31	Transfer Rear Equipment Tray/ Cargo Plate	$45.00	2	$ 90.00
16.09	Transfer rear exterior lightbar	$80.00	2	$ 160.00
	Transfer console, Armrest, and Cup Holder	$85.00	2	$ 170.00
				$ -
Trade In	2014 Ford Interceptor Utility	($7,000.00)	1	$ (7,000.00)
Trade In	2015 Ford Interceptor Utility	($7,000.00)	1	$ (7,000.00)
				$ -
			TAX:	
			TOTAL:	$54,954.36

TERMS AND CONDITIONS

*This quote is valid until 9/30/2017. Any purchase orders or approved quotes received outside of this quote period may be subject to price adjustments by up to 5%. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L. c.30B applies to the procurement of all commodities quoted. Greater Boston Police Council contract items have been collectively purchased pursuant to M.G.L. c 30B sec. 1c and M.G.L. c.7 sec. 22B. The governmental body is responsible to determine the applicability of M.G.L. c 30B to off contract items, including, but not limited to off contract items that have already been properly procured under M.G.L. c 30B sec. 1c and M.G.L. c. 7 sec. 22A (purchases from a vendor on a contract with the Commonwealth), other contracts procured under M.G.L. c 30B sec 1c and M.G.L. c.7 sec. 22B, or any M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard to any purchase by Buyer from MHQ.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x _____

PRINT NAME

x _____

TITLE

x _____

SIGNATURE

Quote provided by Kris Wright, Account Manager at MHQ
(603) 325-0995 • kwright@mhq.com

NASHUA POLICE
DEPARTMENT

Date: 16 October 2016

Intradepartmental Communication

To: Dan Kooken, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace two (2) unmarked vehicles with the 2017 Ford Police Interceptor sedan vehicles. The vehicles will replace the following vehicles which are on the FY2017 CERF replacement schedule.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#	MILEAGE AS OF 10-7-16
2006	D-17	MP64655	Chevrolet Impala	2G1WS551569384934	94,327
2010	D-22	MP64660	Chevrolet Impala	2G1WS57M791297997	100,146

Pursuant to NRO 5-84 (A) (3), the replacement vehicles will be purchased through the State of Massachusetts Greater Boston Police Council Vehicle Procurement Contract #GBPC2017.

A quote from MHQ is attached for your review showcasing the features and options of the new vehicles and the associated costs and trade-in allowance.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of $51,256.70 from **M-H-Q, Inc. Municipal Vehicles, Marlborough, MA.**

Sincerely,

Karen A. Smith
Business Manager

cc: David Fredette

STATE BID TABULATION

Two (2) - 2017 Ford Police Interceptor Sedan, Front Wheel Drive, Heavy duty police package vehicle, full size, four-door.

VENDOR	VEHICLES/EQUIPMENT	TRADES	TOTAL
M-H-Q Municipal Vehicles	$52,056.70	$800.00	$51,256.70

MHQ
VEHICLES ■ EQUIPMENT ■ GEAR

QUOTE

CUSTOMER

Contact Name:	Brian Sojka	Date:	10/5/2016
Company/Dept:	NASHUA POLICE DEPARTMENT	Valid for:	9/30/2017
Street Address:	0 Panther Dr	Customer #:	12753
City, State, Zip:	Nashua, NH 03062	Contract:	GBPC
Phone:	(603) 594-3500	Sales Rep:	K.Wright
	Unmarked Ford Sedan		

Please find below a budget quote for **A 2017 Ford Police Interceptor Sedan** FWD per the Greater Boston Police Council Contract RFP # GBPC 2016 - Law Enforcement Equipment Ford

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
P2L	**2017 Ford Sedan Police Interceptor** - 3.7L V6 Ti-VCT FWD - 6 Speed Automatic Transmission - Driver's Side Six Way Power Seat - Heavy Duty 18" Steel Wheels - Front Wheel Drive - 75 MPH Rear Crash Tested - Heavy Duty Vinyl Flooring - Power Adjustable Pedals - Advance Trac Stability Control System - Cloth Bucket Front and Vinyl Rear Seats - Heavy Duty Vinyl Flooring	$ 23,200.00	2	$ 46,400.00
65L	Full Wheel Covers	$ 58.20	2	$ 116.40
53M	SYNC Basic - Voice-Activated Communication System	$ 286.15	2	$ 572.30
13P	Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies)	$ 116.40	2	$ 232.80
43B	Keyed Alike – 1284x	$ 48.50	2	$ 97.00
13C	Dark Car Feature- Courtesy Lamp Disable When Any Door is Opened	$ 19.40	2	$ 38.80
76R	Reverse Sensing	$ 286.15	2	$ 572.30
20P	Noise Suppression Bonds (Ground Straps)	$ 92.15	2	$ 184.30
88C	2nd Row Cloth Seats	$ 58.20	2	$ 116.40
549	Heated Side View Mirrors	$ 58.20	2	$ 116.40
77B	Rear View Camera	Included	2	$ -
Paint	Standard Option Color: TBD	Included	2	$ -
158	License Plate Bracket – Front	Included	2	$ -
19D	Badge Delete (Police Interceptor Badge Only)	Included	2	$ -
6.07	Whelen model # SA315P 123DB speaker, composite with mounting bracket	$195.00	2	$ 390.00
3.1	Whelen (4) LED Vertex hideaway system, model # VTX609-4	$440.00	2	$ 880.00
2.19	Whelen Super LED dual Avenger synchronized model # AVNS2BB (Blue) in R/F Windshield	$295.00	2	$ 590.00
2.18	Whelen Super LED single Avenger synchronized model # AVNS1B (Blue) in Rear Deck	$ 185.00	2	$ 370.00
2.02	FISOS Interceptor Shutter Override Headlight Flasher System model # FISOS-V3	$ 285.00	2	$ 570.00
16.01	Transfer (1) Mobile Radio and (1)Antenna	$ 175.00	2	$ 350.00

16.10	Transfer (1) Siren and (1)Switching	$ 145.00	2	$ 290.00
	NON CONTRACT ITEMS:			
	Transfer (1) GPS Roof Mounted Antenna	$ 42.50	2	$ 85.00
	Transfer (1) Auxillary Triple Outlets	$ 42.50	2	$ 85.00
				$ -
Trade in	2006 Chevy Impala	$ (400.00)	1	$ (400.00)
Trade in	2009 Chevy Impala	$ (400.00)	1	$ (400.00)
				$ -
			TAX:	
			TOTAL:	$ 51,256.70

TERMS AND CONDITIONS

*This quote is valid until 9/30/2017. Any purchase orders or approved quotes received outside of this quote period may be subject to price adjustments by up to 5%. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L. c.30B applies to the procurement of all commodities quoted. Greater Boston Police Council contract items have been collectively purchased pursuant to M.G.L. c 30B sec. 1c and M.G.L. c.7 sec. 22B. The governmental body is responsible to determine the applicability of M.G.L. c 30B to off contract items, including, but not limited to off contract items that have already been properly procured under M.G.L. c 30B sec. 1c and M.G.L. c. 7 sec. 22A (purchases from a vendor on a contract with the Commonwealth), other contracts procured under M.G.L. c 30B sec 1c and M.G.L. c.7 sec. 22B, or any M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard to any purchase by Buyer from MHQ.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x _____

PRINT NAME

x _____

TITLE

x _____

SIGNATURE

Quote provided by KRIS WRIGHT, Account Manager at MHQ
(603) 325-0995 • kwright@mhq.com

NASHUA POLICE
DEPARTMENT

Date: 17 October 2016

Intradepartmental Communication

To: Dan Kooken, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to purchase one (1) 2017 Ford Police Interceptor utility marked vehicle. This vehicle will be an addition to the K9 unit; therefore, there is no trade-in vehicle.

Pursuant to NRO 5-84 (A) (3), the vehicle will be purchased through the State of Massachusetts Greater Boston Police Council Vehicle Procurement Contract #GBPC2017.

A quote from MHQ is attached for your review showcasing the features and options of the new vehicle.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of $45,794.60 from **M-H-Q, Inc. Municipal Vehicles, Marlborough, MA.**

Sincerely,

Karen A. Smith
Business Manager

cc: David Fredette

STATE BID TABULATION

One (1) - 2017 K-9 Ford Police Interceptor Utility , All Wheel Drive, Heavy duty police package vehicle, full size, four-door.

One (1) - Patrol PC Computer

One (1) - Motorola VHF Radio

VENDOR	VEHICLE/EQUIPMENT/INSTALL	TOTAL
M-H-Q Municipal Vehicles	$45,794.60	$45,794.60
VENDOR	**VEHICLE COMPUTER/INSTALL**	**TOTAL**
Patrol PC	$4,768.00	$4,768.00
VENDOR	**VEHICLE VHF RADIO**	**TOTAL**
Motorola Solutions	$2,470.14	$2,470.14
	TOTAL	**$53,032.74**

MHQ
VEHICLES ■ EQUIPMENT ■ GEAR

QUOTE

CUSTOMER

Contact Name:	Brian Sojka	Date:	10/5/2016
Company/Dept:	NASHUA POLICE DEPARTMENT	Valid for:	9/30/2017
Street Address:	0 Panther Dr	Customer #:	12753
City, State, Zip:	Nashua, NH 03062	Contract:	GBPC
Phone:	(603) 594-3500	Sales Rep:	K.Wright
	[redacted] - Ford Utility - K-9		

Please find below a budget quote for **2017 Ford Police Interceptor Utility** AWD per the Greater Boston Police Council Contract RFP # GBPC 2016 - Law Enforcement Equipment Ford

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
K8A	**2017 Utility Police Interceptor - INCLUDES:** 3.7L V6 Ti-VCT FFV AWD - 304 Horsepower @ 6259 rpm - 6 Speed Automatic Transmission - Driver's Side Six Way Power Seat - Heavy Duty 18" Steel Wheels with Small Chrome Center Caps (65L) - All Wheel Drive - 75 MPH Rear Crash Tested - Cloth Bucket Front and Vinyl Rear Seats (9W) - Heavy Duty Vinyl Flooring - Power Adjustable Pedals - Advance Trac Stability Control System - Display Rear Camera in Rear View Mirror Instead of Center Stack (87R) -	$27,650.00	1	$ 27,650.00
43D	Dark Car Feature	$ 19.40	1	$ 19.40
549	Heated Side View Mirrors	$ 58.20	1	$ 58.20
51R	Spot Lamp - Driver only (Unity LED Bulb)	$ 383.15	1	$ 383.15
53M	SYNC Basic - Voice-Activated Communication System	$ 286.15	1	$ 286.15
59B	Keyed Alike – 1284x	$ 48.50	1	$ 48.50
76R	Reverse Sensing	$ 266.75	1	$ 266.75
60R	Noise Suppression Bonds (Ground Straps)	$ 97.00	1	$ 97.00
86P	Front Headlamp Predrilled for Side Marker in Headlights	121.15	1	$ 121.15
LK	Dark Blue Paint	Included	1	
158	License Plate Bracket – Front	Included	1	
P-90	Paint complete with out jambs - Two Tone per Nashua PD Specs	$ 1,995.00	1	$ 1,995.00
GP	Nashua Graphics Package & Installed Customer Supplied Shields	$ 295.00	1	$ 295.00
1.04	Whelen Liberty II WC Lightbar IB8/2BBBB 48"/54" with full Dual Color Ultra high intensity with 14 dual color Super LED modules, LR11 LED Alley lights, dual LR11 LED takedown lights and mount kit. Choose LED Colors (P/N SR8BBBB Discontinued)	$2,175.00	1	$ 2,175.00
5.19	Whelen CenCom Sapphire Siren System, 3 Section Control Head and 8-Push Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob. Manual, Airhorn Plus 3 Traffic Advisor™ Switches, Model # CCSRN36	$770.00	1	$ 770.00

6.07	Whelen model # SA315P 123DB speaker, composite with mounting bracket	$195.00	1	$ 195.00
LP 6	Code 3 Coordinated Emergency Lighting System (CELS) Package #6 to include: Multi color citadel rear wing light, CELS control box with harness - All Modules Blue/Amber (With Traffic Advisor Capability)	$ 1,280.00	1	$ 1,280.00
2.26	Whelen Super LED ION series lights, one pair model # IONC - White - Mounted in Headlights	$ 355.00	1	$ 355.00
2.26	Whelen Super LED ION series lights, one pair model # IONB - Blue - Mounted on Bottom of Liftgate	$ 355.00	1	$ 355.00
2.26	Whelen (2) Micron Series Super-LED Surface Mount Lighthead Model # MCRNS* - Clear - Mounted on Grille Knockouts	$ 355.00	1	$ 355.00
3.11	Whelen (2) LED Vertex hideaway system, model # VTX609-2 - Red - Mounted in Tail Lights	$ 225.00	1	$ 225.00
11.17	Havis Vehicle Specific Console Ford Interceptor Utility 14" Console model # C-VS-1400-INUT-1, 2-C-MCB and 2-C-MC	$335.00	1	$ 335.00
CMP 129	Havis Premium fold up cargo plate for Interceptor Utility # C-TTP-INUT-1	$450.00	1	$ 450.00
	Havis Replacement rubber mat used in C16, D21, F13 and other small module style K9 units P/N KNM01029-K4	$116.88	1	$ 116.88
15.116	Havis K-9 transportation system for Police Interceptor Utility model # KK-K9-F18-K	$2,465.00	1	$ 2,465.00
	Havis K9 Transport Hot-N-Pop Unit Option P/N K9-A-201 (P/N KKK9HP5010B Discontinued)	$1,932.65	1	$ 1,932.65
	Havis K-9 Heat Alarm Remote Pager P/N KK-K9-HA-RBM-TG	$375.00	1	$ 375.00
15.127	Havis K-9 10" heat cooling fan for K-9 model # KK-K9-HA-FKT-10	$375.00	1	$ 375.00
	American Aluminum Police Package E-Z UP Elevated Vault 45"x24"x8" Single Drawer - Matte Black Powder Coated with 4" top mounted Basket	$1,079.07	1	$ 1,079.07
GK11191B1SSSCA	Setina Dual T-Rail Mount 1 1080E Blac-Rac, 1 Large	$732.60	1	$ 732.60
GF1092ITU12	Setina T-Rail Free Standing Mount Kit	$152.10	1	$ 152.10
15.01	Pro-Gard AOI Airbag switch, for Ford Utility / Sedan Interceptor, front passenger model # AOI0001	$405.00	1	$ 405.00
15.143	Life hammer model # LH001	$21.00	1	$ 21.00
				$ -
16.01	Transfer 2-way radio and front mount antenna	$175.00	1	$ 175.00
16.03	Transfer Second 2-way radio	$175.00	1	$ 175.00
16.36	Transfer GPS system	$75.00	1	$ 75.00
				$ -
			TAX:	
			TOTAL:	$45,794.60

TERMS AND CONDITIONS

*This quote is valid until 9/30/2017. Any purchase orders or approved quotes received outside of this quote period may be subject to price adjustments by up to 5%. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L. c.30B applies to the procurement of all commodities quoted. Greater Boston Police Council contract items have been collectively purchased pursuant to M.G.L. c 30B sec. 1c and M.G.L. c.7 sec. 22B. The governmental body is responsible to determine the applicability of M.G.L. c 30B to off contract items, including, but not limited to off contract items that have already been properly procured under M.G.L. c 30B sec. 1c and M.G.L. c. 7 sec. 22A (purchases from a vendor on a contract with the Commonwealth), other contracts procured under M.G.L. c 30B sec 1c and M.G.L. c.7 sec. 22B, or any M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard to any purchase by Buyer from MHQ.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x _____

PRINT NAME

x _____

TITLE

x _____

SIGNATURE

Quote provided by Kris Wright, Account Manager at MHQ
(603) 325-0995 • kwright@mhq.com

NASHUA POLICE
DEPARTMENT

Date: 17 October 2016

Intradepartmental Communication

To: Dan Kooken, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to purchase one (1) 2017 Ford Police Interceptor utility marked vehicle. This vehicle will be an addition to the patrol fleet; therefore, there is no trade-in vehicle.

Pursuant to NRO 5-84 (A) (3), the vehicle will be purchased through the State of Massachusetts Greater Boston Police Council Vehicle Procurement Contract #GBPC2017.

A quote from MHQ is attached for your review showcasing the features and options of the new vehicle.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of $41,739.68 from **M-H-Q, Inc. Municipal Vehicles, Marlborough, MA.**

Sincerely,

Karen A. Smith
Business Manager

cc: David Fredette

STATE BID TABULATION

One (1) - 2017 Ford Police Interceptor Utility , All Wheel Drive, Heavy duty police package vehicle, full size, four-door.

One (1) - Patrol PC Computer

One (1) - Motorola VHF Radio

VENDOR	VEHICLE/EQUIPMENT/INSTALL	TOTAL
M-H-Q Municipal Vehicles	$41,739.68	$41,739.68
VENDOR	**VEHICLE COMPUTER/INSTALL**	**TOTAL**
Patrol PC	$4,768.00	$4,768.00
VENDOR	**VEHICLE VHF RADIO**	**TOTAL**
Motorola Solutions	$2,470.14	$2,470.14
	TOTAL	**$48,977.82**

MHQ
VEHICLES & EQUIPMENT & GEAR

QUOTE

CUSTOMER

Contact Name:	Brian Sokja	Date:	10/5/2016
Company/Dept:	NASHUA POLICE DEPARTMENT	Valid for:	9/30/2017
Street Address:	0 Panther Dr	Customer #:	12753
City, State, Zip:	Nashua, NH 03062	Contract:	GBPC
Phone:	(603) 594-3500	Sales Rep:	K.Wright
	[redacted] - Ford Utility		

Please find below a budget quote for **2017 Ford Police Interceptor Utility** AWD per the Greater Boston Police Council Contract RFP # GBPC 2016 - Law Enforcement Equipment Ford

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
K8A	**2017 Utility Police Interceptor - INCLUDES:** 3.7L V6 Ti-VCT FFV AWD - 304 Horsepower @ 6259 rpm - 6 Speed Automatic Transmission - Driver's Side Six Way Power Seat - Heavy Duty 18" Steel Wheels with Small Chrome Center Caps (65L) - All Wheel Drive - 75 MPH Rear Crash Tested - Cloth Bucket Front and Vinyl Rear Seats (9W) - Heavy Duty Vinyl Flooring - Power Adjustable Pedals - Advance Trac Stability Control System - Display Rear Camera in Rear View Mirror Instead of Center Stack (87R) -	$27,650.00	1	$ 27,650.00
18W	Rear window power delete, operable from front driver side switches	$ 24.25	1	$ 24.25
68G	Rear-Door Handles Inoperable / Locks Inoperable	$ 33.95	1	$ 33.95
43D	Dark Car Feature	$ 19.40	1	$ 19.40
549	Heated Side View Mirrors	$ 58.20	1	$ 58.20
51R	Spot Lamp - Driver only (Unity LED Bulb)	$ 383.15	1	$ 383.15
53M	SYNC Basic - Voice-Activated Communication System	$ 286.15	1	$ 286.15
59B	Keyed Alike – 1284x	$ 48.50	1	$ 48.50
76R	Reverse Sensing	$ 266.75	1	$ 266.75
60R	Noise Suppression Bonds (Ground Straps)	$ 97.00	1	$ 97.00
86P	Front Headlamp Predrilled for Side Marker in Headlights	121.15	1	$ 121.15
LK	Dark Blue Paint	Included	1	$ -
158	License Plate Bracket – Front	Included	1	$ -
P-90	Paint complete with out jambs - Two Tone per Nashua PD Specs	$ 1,995.00	1	$ 1,995.00
GP	Nashua Graphics Package & Installed Customer Supplied Shields	$ 295.00	1	$ 295.00
1.04	Whelen Liberty II WC Lightbar I88/2BBBB 48"/54" with full Dual Color Ultra high intensity with 14 dual color Super LED modules, LR11 LED Alley lights, dual LR11 LED takedown lights and mount kit. Choose LED Colors	$2,175.00	1	$ 2,175.00
5.12	Whelen model # 295SLSA6, 200 watt siren with 9 switch light control and high current switching	$490.00	1	$ 490.00
6.07	Whelen model # SA315P 123DB speaker, composite with mounting bracket	$195.00	1	$ 195.00

LP 6	Code 3 Coordinated Emergency Lighting System (CELS) Package #6 to include: Multi color citadel rear wing light, CELS control box with harness - All Modules Blue/Amber (With Traffic Advisor Capability)	$ 1,280.00	1	$ 1,280.00
2.26	Whelen Super LED ION series lights, one pair model # IONC - White - Mounted in Headlights	$ 355.00	1	$ 355.00
2.26	Whelen Super LED ION series lights, one pair model # IONB - Blue - Mounted on Bottom of Liftgate	$ 355.00	1	$ 355.00
2.26	Whelen (2) Micron Series Super-LED Surface Mount Lighthead Model # MCRNS* - Clear - Mounted on Grille Knockouts	$ 355.00	1	$ 355.00
3.11	Whelen (2) LED Vertex hideaway system, model # VTX609-2 - Red - Mounted in Tail Lights	$ 225.00	1	$ 225.00
11.18	Havis Vehicle Specific Console Ford Interceptor Utility 21" Console model # C-VS-1308-INUT-1, 2-C-MCB and 2-C-MC	$ 405.00	1	$ 405.00
11.25	Havis Armrest, console top mount flip up style model # C-ARM-103	$100.00	1	$ 100.00
11.56	Dual internal cup holder model # C-CUP2-I	$42.00	1	$ 42.00
CMP 129	Havis Premium fold up cargo plate for Interceptor Utility # C-TTP-INUT-1	$450.00	1	$ 450.00
8.2	Setina model # 10-S Horizontal sliding center section feature with coated polycarbonatewith 2 piece recessed panel (Utility) model # PK035SITU12SCA	$775.00	1	$ 775.00
8.97	Pro-Gard Charcoal Grey ABS, Standard Transport Seat w/ Poly Window Cargo Barrier, and Outboard Seat Belts # S4702UINT13OSB	$1,055.00	1	$ 1,055.00
	Pro-Gard ABS Floor Pan Charcoal Geey #FP47UINT13	$258.70	1	$ 258.70
8.7	Setina rear window barriers VS steel vertical, set for Utility model # WK0514ITU12	$245.00	1	$ 245.00
GK11191B1SSSCA	Setina Dual T-Rail Mount 1 1080E Blac-Rac, 1 Large	$732.60	1	$ 732.60
15.01	Pro-Gard AOI Airbag switch, for Ford Utility / Sedan Interceptor, front passenger model # AOI0001	$405.00	1	$ 405.00
15.143	Life hammer model # LH001	$21.00	1	$ 21.00
	Havis Replacement rubber mat used in C16, D21, F13 and other small module style K9 units P/N KNM01029-K4	$116.88	1	$ 116.88
16.01	Transfer 2-way radio and front mount antenna	$175.00	1	$ 175.00
16.03	Transfer Second 2-way radio	$175.00	1	$ 175.00
16.36	Transfer GPS system	$75.00	1	$ 75.00
			TAX:	
			TOTAL:	$41,739.68

TERMS AND CONDITIONS

*This quote is valid until 9/30/2017. Any purchase orders or approved quotes received outside of this quote period may be subject to price adjustments by

up to 5%. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L. c.30B applies to the procurement of all commodities quoted. Greater Boston Police Council contract items have been collectively purchased pursuant to M.G.L. c 30B sec. 1c and M.G.L. c.7 sec. 22B. The governmental body is responsible to determine the applicability of M.G.L. c 30B to off contract items, including, but not limited to off contract items that have already been properly procured under M.G.L. c 30B sec. 1c and M.G.L. c. 7 sec. 22A (purchases from a vendor on a contract with the Commonwealth), other contracts procured under M.G.L. c 30B sec 1c and M.G.L. c.7 sec. 22B, or any M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard to any purchase by Buyer from MHQ.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x _____

PRINT NAME

x _____

TITLE

x _____

SIGNATURE

Quote provided by Kris Wright, Account Manager at MHQ
(603) 325-0995 • kwright@mhq.com

MAPC
METROPOLITAN AREA PLANNING COUNCIL

SMART GROWTH AND REGIONAL COLLABORATION

CONTRACT EXTENSION THRU 2017

CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
METROPOLITAN AREA PLANNING COUNCIL
AND
MHQ, INC.

Time Amendment #1
September 2016

The attached contract for Professional Services By and Between Metropolitan Area Planning Council and MHQ, Inc., dated October 5, 2015, is hereby amended to:

1. Extend the time period for completion of all work related to the original contract, GBPC 2015 Vehicles for Current Model Year Ford Vehicles, to September 30, 2017 per Part III of the attached RFP.

Signatures

IN WITNESS WHEREOF:

METROPOLITAN AREA PLANNING COUNCIL

Marc D. Draisen
Printed Name

9/19/16
Date

Executive Director
Title

MHQ, Inc.

John Welch
Printed Name

9/29/16
Date

Vice President of Business Development
Title

MAPC
METROPOLITAN AREA PLANNING COUNCIL

SMART GROWTH AND REGIONAL COLLABORATION

ORIGINAL CONTRACT

CONTRACT FOR GOODS AND SERVICES

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

MHQ, INC.

This AGREEMENT, dated Oct 5, 2015, is made and entered into by and between the **Metropolitan Area Planning Council** ["MAPC"], a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts 02111, acting as the collective purchasing agent for the **Greater Boston Police Council, Inc.** ["GBPC"] and its Members ["Buyers"] pursuant to Chapter 7, Section 22B of the Massachusetts General Laws and without liability to MAPC, and **MHQ, Inc.** ["Vendor"], with its principal office at 401 Elm Street, Marlborough, MA 01752.

Witnesseth that the parties AGREE as follows:

Article I

General Description of the Work

1. Pursuant to the Terms and Conditions of this AGREEMENT, including any Additional and Special Terms and Conditions listed in Exhibit C, the Request for Proposals ["RFP"] – RFP No. GBPC 2015 Vehicles attached in Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached in Exhibit F, MAPC hereby engages the Vendor to provide the following goods and/or services to the Buyers: Ford Vehicles.

Article II

Services of the Vendor

2. The Vendor will provide the goods and/or services as described in the RFP cited in Article 1 (above).

3. The Vendor shall report, and be responsible, to MAPC or its designee as set forth on Exhibit A.

4. There shall be no amendment to this AGREEMENT without the written approval of MAPC. MAPC shall be under no obligation to pay for any goods provided or services performed by the Vendor.

5. The Vendor represents and warrants to MAPC as follows:

   i. That it and all its personnel (whether employees, agents or independent Vendors) are qualified and duly licensed as required by law and/or local municipal code to provide services and/or goods required by this AGREEMENT.
   ii. That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
   iii. That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.
   iv. That it is not a party to any AGREEMENT, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.

Article III

Performance of the Vendor

6. In the performance of service under this AGREEMENT, the Vendor acts at all times as an independent contractor. There is no relationship of employment or agency between MAPC, on the one hand, and the Vendor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this AGREEMENT which the parties view as consistent with their independent Vendor relationship.

7. The Vendor agrees to be responsible for and warrantee the work of its subcontractors listed in Exhibit D and to ensure their compliance with all legal, quality and performance requirements of the Request for Proposals ["RFP"] - RFP No. attached in Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached in Exhibit E. The Vendor may not use subcontractors not named in Exhibit D without the prior written consent of MAPC, which will not unreasonably be withheld.

Article IV

Time of Performance

8. Time shall be of the essence in relation to Vendor's performance under this AGREEMENT. Vendor shall complete performance as promised in its quote that accompanies the Buyer's purchase order or other document confirming its authorization to the Vendor to proceed. Reasonable extensions shall be granted by the Buyer at the written request of the Vendor, provided the justifying circumstances are documented by and are beyond the reasonable control of Vendor and without fault of Vendor. In the event of such an extension, all other terms and conditions of this AGREEMENT, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in

writing.

9. In the absence of such an extension, liquidated damages shall be due the Buyer in the amount of 0.1% (one-tenth of one percent) of the face value of the Vendor's quoted or modified purchase price for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in Vendor's final invoice or taken by Buyer as a deduction to such final invoice.

10. Any dispute in the amount of liquidated damages shall be submitted to arbitration by either Buyer or Vendor through the American Arbitration Association within 10 (ten) business days of written notice given by the party declaring impasse. Vendor and Buyer agree to fully comply with the arbitrator's decision within a reasonable time.

Article V

Revisions in the Work to Be Performed

11. If during the Vendor's Time of Performance, Buyer requires revisions or other changes to be made in the scope or character of the work to be performed, Buyer will promptly notify Vendor in writing. For any changes to the scope of work, Vendor shall provide Buyer with a written quote of change in price and/or change in time of performance and shall proceed with such changes only upon written consent of Buyer, which shall be construed as a modification to Buyer's original purchase order.

12. Buyer will neither unreasonably request revisions nor unreasonably withhold final acceptance of delivered products.

Article VI

Term of Agreement

13. The term of this AGREEMENT shall commence upon execution and will continue until September 30, 2016, or until otherwise terminated as provided by this AGREEMENT or the RFP.

14. MAPC reserves the right at its sole discretion to extend the contract for up to two (2) additional one-year terms ending September 30, 2017 and September 30, 2018 respectively.

15. In the event new contracts have not been procured and awarded before the end of a second contract extension, MAPC reserves the right at its sole discretion to extend the contract for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three (3) years in total.

16. The Vendor agrees to perform promptly upon execution of this AGREEMENT and will diligently

and faithfully perform in accordance with the provisions hereof.

Article VII

Orders, Fees, Invoices, and Payments

17. Orders, fees, invoices, and payment shall be processed and paid as specified in Section 10-Terms & Conditions of the RFP.

Article VIII

Assignment

18. Neither party shall assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

Article IX

Indemnification

19. The Vendor agrees to indemnify and save MAPC, GBPC, and the Buyers harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Vendor (including all its employees or agents) in performing under this AGREEMENT, or any breach of the terms of this AGREEMENT, which constitute an obligation of the Vendor. The Vendor shall reimburse MAPC, GBPC, and the Buyers for any and all costs, damages, and expenses including reasonable attorney's fees which MAPC, GBPC, and the Buyers pays, or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of MAPC, GBPC, and the Buyers expressed or not expressed in the RFP and with respect to this AGREEMENT.

Article XI

Insurance

20. Before performing under this AGREEMENT, the Vendor shall obtain, and shall maintain throughout the term of this AGREEMENT, insurance at limits specified in the RFP and provide written documentation of such in the form specified in the RFP.

21. The Vendor shall give MAPC 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

Article XII

Termination of Agreement

22. Either MAPC or the Vendor may terminate this AGREEMENT for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner.

23. MAPC shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice.

24. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that:

25. MAPC shall not be liable for payments for the services and/or expenses or lost profits of the Vendor in the event of termination.

26. The Vendor shall remain liable for any damages, expenses or liabilities arising under this AGREEMENT (including its indemnity obligations) with respect to work performed pursuant to the AGREEMENT.

Article XIII

Entirety of Agreement

27. This AGREEMENT, together with its Exhibits, the RFP referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire AGREEMENT between MAPC and the Vendor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, email, fax or courier to the persons designated in Exhibit A.

28. The provisions of the RFP and the Vendor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Vendor's Proposal

Article XIV

Severability

29. In the event any provision of this AGREEMENT is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the AGREEMENT shall remain and continue in full force and effect.

Article XV

Governing Law and Jurisdiction

30. This AGREEMENT shall be governed by, construed and enforced in accordance with laws of the Commonwealth of Massachusetts. MAPC, Vendors, and Buyers agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this AGREEMENT.

Article XVI

Notice

31. Except as otherwise expressly provided in this AGREEMENT, any decision or action by MAPC relating to this AGREEMENT, its operation, or termination, shall be made only by MAPC or its designated representative identified in Exhibit A.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the date written below.

For **MAPC** by or on behalf of the Greater Boston Police Council and its Members:

x _____ 10/5/15

Signature Date

Jennifer R. García

Name

Acting Deputy Director and General Counsel

Title

For the VENDOR:

x _____ 10/7/2015

* Signature * Date

CEO

* Title

Charles K. Ribakoff

* Name

* Affix Corporate Seal

(or mark *"n/a"*)

EXHIBIT A

Notice Addressees

For MAPC:	For the VENDOR:
Marc Draisen	DAVID EYCLESHYMER
Name	* Name
Executive Director	GENERAL MANAGER
Title	* Title
MAPC	MHQ, INC
Organization	Organization
60 Temple Place	401 ELM STREET
Street Address	* Street Address
Boston, MA 02111	MARLBOROUGH, MA. 01752
City, State, ZIP	* Street Address
617.933.0700	508-573-2614
Phone	* Phone
617.482.7185	508-573-2714
Fax	* Fax
mdraisen@mapc.org	DEYCLESHYMER@MHQ.COM
email	* email

EXHIBIT B

Request for Proposal #

EXHIBIT C

Special Terms & Conditions

1. Vendor attests to and warrants any and all representations made in Vendor's Complete Price and Complete Technical Proposals including, but not limited to, any and all representations and warranties made by it that exceed those of the manufacturers of products and assemblies used in its manufacture of subject apparatus and fitments.

2. Vendor shall indemnify Buyer for any and all loss of value of manufacturers' warranties incurred prior to Vendor's complete performance with regard to each individual Buyer.

* * * * * *

EXHIBIT D

Subcontractors

1. See Attached List

MHQ Sub-Contractors

The Harr-Motor Company d/b/a Harr Chrysler Jeep Dodge Ram
100 Gold Star Boulevard
Worcester, MA 01606
508-595-3220

Wayside Ford, Inc.
428 Maple Street
Marlboro, MA 01752
508-460-8400

EXHIBIT E

Other Documents:

1. Insurance Guarantee(s)__(to be provided for Contract execution)

Client#: 36823 HARRM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Herlihy Insurance Group Inc. 51 Pullman Street Worcester, MA 01606 508 756-5159	CONTACT NAME: Liz Saari PHONE (A/C, No, Ext): 508 756-5159 FAX (A/C, No): 508-751-5747 E-MAIL ADDRESS: certificates@herlihygroup.com PRODUCER CUSTOMER ID #:
INSURED Automotive Management Inc The Harr-Motor Company, MHQ, Inc., etal 96-100 Gold Star Blvd Worcester, MA 01606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Acadia — 441229 INSURER B : Travelers — 25674 INSURER C : Nautilus Insurance Company — 17370 INSURER D : SeaFire/Gotham Insurance Compan — 25569 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPA5211201	07/01/2015	07/01/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			MGA5211922	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
B	UMBRELLA LIAB X OCCUR			ZUP41M3512515NF	07/01/2015	07/01/2016	EACH OCCURRENCE	$25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$25,000,000
	DEDUCTIBLE							$
	X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution Liabil			BINDER256766	07/01/2015	07/01/2016	1,000,000	
D	Dealers Phys Dam			AU2015ADP00275	07/01/2015	07/01/2016	25,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Auto Only Limit: 1,000,000

** Garage Liability **

(See Attached Descriptions)

CERTIFICATE HOLDER

Metropolitan Area Planning Council
60 Temple Place, 6th Floor
Boston, MA 02111

CANCELLATION 30 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Each Accident Other Than Auto Only: 1,000,000/3,000,000
Garage Keepers Liability
Loc 1 - 96-100 Gold Star Worcester, MA: $400,000
Loc 2 - 110-112 Gold Star Worcester, MA: $400,000
Loc 4 - 29 Glennie St Worcester, MA : $400,000
Loc 5 - 409-411 Hartford Tnpk Shrewsbury, MA: $250,000
Loc 7 - 401 Elm St Marlborough, MA: $1,800,000
Loc 8 - 112-14 Gold Star Worcester, MA : $400,000

** Supplemental Name **
First Supplemental Name applies to all policies - Automotive Management Inc
First Supplemental Name applies to all policies - Harr Imports Inc dba Harr Toyota Scion DBA The Loan Express
First Supplemental Name applies to all policies - EJR Real Estate Trust
First Supplemental Name applies to all policies - Natick Auto Sales Inc DBA MHQ Municipal Vehicle
First Supplemental Name applies to all policies - MHQ Truck Equipment
First Supplemental Name applies to all policies - MHQ Municipal Vehicles of CT MHQ Supply Inc
First Supplemental Name applies to all policies - Harr Motor Co DBA Harr Suzuki DBA Harr Ford
First Supplemental Name applies to all policies - DBA Chrystler Jeep Dodge DBA Harr Auto Body
First Supplemental Name applies to all policies - EJR Associates limited Partnership
First Supplemental Name applies to all policies - Car Conditioners Inc
First Supplemental Name applies to all policies - Natick Auto Sales INc DBA Natick Ford DBA Natick Dodge
First Supplemental Name applies to all policies - Harr Lincoln Mercury
First Supplemental Name applies to all policies - AMI Municipal Vehicles
First Supplemental Name applies to all policies - Harr Toyota Inc
First Supplemental Name applies to all policies - The Harr Motor Company DBA Loan Express DBA Harr Imports Inc
First Supplemental Name applies to all policies - Charles K. Ribakoff, II

MAPC and GBPC listed as additional insured with respect to General Liability as required by a written contract for work performed by the insured.

HARRMOT-01 JHOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roblin Insurance Agency 144 Gould Street Suite 100 Needham, MA 02494	CONTACT NAME: PHONE (A/C, No, Ext): (781) 455-0700 FAX (A/C, No): (781) 449-8976 E-MAIL ADDRESS: certificates@roblininsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Associated Inland Marine
INSURED Harr Motor Company MHQ, Inc. P.O.Box 912 Worcester, MA 01613-0912	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WRZB0080061682015A	01/01/2015	01/01/2016	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Issued as evidence of insurance.

CERTIFICATE HOLDER

Metropolitan Area Planning Council
60 Temple Place, 6th Floor
Boston, MA 02111

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter Roblin

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT F

Vendor Proposal:

1. Vendor's Complete Technical Proposal
2. Vendor's Complete Price Proposal

* * * * * *

Pricing Proposal Form

GBPC| BAPERN GBPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: MHQ, Inc.

2017 PRICING

Ford - Gas & Diesel Vehicles						
Model Year	Manufacturer	Vehicle	Body	Description	MSRP	2017 Price
2017	Ford	Fiesta	P4A	4 Door Sedan S	$14,965.00	$13,290.00
2017	Ford	Fiesta	P4B	4 Door Sedan SE	$16,195.00	$14,450.00
2017	Ford	Fiesta	P4E	5 Door Hatch SE	$16,495.00	$14,800.00
2017	Ford	Fiesta	P4T	5 Door S	$15,265.00	$13,700.00
2017	Ford	Focus	P3K	SE 5 Door Hatch	$20,640.00	$16,270.00
2017	Ford	Fusion	P0G	S FWD	$22,995.00	$17,990.00
2017	Ford	Taurus	P2D	SE FWD	$28,095.00	$21,200.00
2017	Ford	Taurus	P2E	SEL FWD	$30,525.00	$23,775.00
2017	Ford	Taurus	P2H	SEL AWD	$32,500.00	$25,620.00
2017	Ford	Taurus	P2L	Police Int FWD	$28,980.00	$23,200.00
2017	Ford	Taurus	P2M	Police Int AWD	$30,130.00	$24,375.00
2017	Ford	Escape	U0F	S 4X2	$24,495.00	$19,800.00
2017	Ford	Escape	U0G	SE 4X2	$25,995.00	$22,035.00
2017	Ford	Escape	U9G	SE 4X4	$27,745.00	$23,100.00
2017	Ford	Edge	K3G	SE FWD	$29,595.00	$25,630.00
2017	Ford	Edge	K3J	SEL FWD	$32,685.00	$28,220.00
2017	Ford	Edge	K4G	SE AWD (Fleet Only)	$31,340.00	$27,365.00
2017	Ford	Edge	K4J	SEL AWD	$34,430.00	$29,870.00
2017	Ford	Explorer	K8A	Police Int Utility	$32,455.00	$27,650.00
2017	Ford	Explorer	K8B	Base 4WD	$34,755.00	$28,310.00
2017	Ford	Explorer	K8D	XLT 4WD	$36,870.00	$30,255.00
2017	Ford	Expedition	U1G	XL 4X4	$45,815.00	$34,300.00
2017	Ford	Expedition	K1G	XL EL 4X4	$49,090.00	$38,600.00

Pricing Proposal Form

GBPC| BAPERN GBPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: MHQ, Inc.

Ford - Gas & Diesel Vehicles						
Model Year	Manufacturer	Vehicle	Body	Description	MSRP	2017 Price
2017	Ford	Expedition	K1J	XLT EL 4X4	$53,056.00	$42,000.00
2017	Ford	Expedition	U1J	XLT 4X4	$50,345.00	$39,700.00
2017	Ford	Transit Connect	S6E	Van XL SWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	$24,105.00	$20,700.00
2017	Ford	Transit Connect	E6E	XL Van SWB - Dual Sliding Doors, No 2nd Row Glass RR Liftgate With Fixed Glass	$24,105.00	$20,700.00
2017	Ford	Transit Connect	E7E	Van XL LWB - Dual Sliding Doors No 2nd Row Glass RR Liftgate With Fixed Glass	$25,105.00	$21,650.00
2017	Ford	Transit Connect	S7E	Van XL LWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	$25,105.00	$21,650.00
2017	Ford	Transit Connect	E6F	XLT Van SWB - Dual Sliding Doors, No 2nd Row Glass RR Liftgate With Fixed Glass	$25,530.00	$22,158.00
2017	Ford	Transit Connect	S6F	Van XLT SWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	$25,530.00	$22,158.00
2017	Ford	Transit Connect	S7F	Van XLT LWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	$26,530.00	$23,158.00
2017	Ford	Transit Connect	E7F	Van XLT LWB - Dual Sliding Doors No 2n3 Row Glass RR Liftgate With Fixed Glass	$26,530.00	$23,158.00
2017	Ford	Transit Connect	S9E	Wagon XL LWB - Dual Sliding Doors 2nd Row Glass Slides Up/Down 3rd Row Fixed Glass With RR 180 Deg Sym Doors	$26,790.00	$23,000.00
2017	Ford	Transit Connect	E9E	Wagon XL LWB - Dual Sliding Doors 2nd Row Glass Slides Up/Down with RR Liftgate With Fixed Glass	$26,790.00	$23,000.00
2017	Ford	Transit Connect	S8F	Wagon XLT SWB - Dual Sliding Doors 2nd Row Glass 1 Shot Slide Up/Down 3rd Row and RR Fixed Glass With RR 180 De	$26,695.00	$23,054.00
2017	Ford	Transit Connect	E8F	Wagon XLT SWB - Dual Sliding Doors 2nd Row Glass 1 Shot Slide Up/Down 3rd Row Fixed Glass RR Liftgate Fixed Glass	$26,695.00	$23,054.00
2017	Ford	Transit Connect	S9F	Wagon XLT LWB - Dual Sliding Doors 2nd Row Glass 1 Shot Sliding Up/Down Fixed 3rd Row and RR Door Fixed Glass Wit	$28,695.00	$24,849.00
2017	Ford	Transit Connect	E9F	Wagon XLT LWB - Dual Sliding Doors 2nd Row Glass 1 Shot Sliding Up/Down Fixed 3rd Row Glass With RR Liftgate Fixed	$28,695.00	$24,849.00
2017	Ford	Transit	E1Z	Transit 150 Low Roof 60/40 Pass 130" WB	$32,805.00	$23,270.00
2017	Ford	Transit	E1Y	Transit 150 Low Roof Sliding Pass 130" WB	$32,955.00	$23,423.00
2017	Ford	Transit	E9Z	Transit 150 Low Roof 60/40 Pass 148" WB	$33,655.00	$24,088.00
2017	Ford	Transit	E2Y	Transit 150 Low Roof Sliding Pass 148" WB	$33,805.00	$24,350.00
2017	Ford	Transit	E1C	Transit 150 Van Med Roof Sliding Pass 130" WB	$33,135.00	$23,815.00
2017	Ford	Transit	E1D	Transit 150 Van Med Roof Dual Sliding 130" WB	$33,785.00	$24,168.00
2017	Ford	Transit	E2D	Transit 150 Van Med Roof Dual Sliding 148" WB	$35,485.00	$25,950.00

Pricing Proposal Form

GBPC|BAPERN GBPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: MHQ, Inc.

Ford - Gas & Diesel Vehicles						
Model Year	Manufacturer	Vehicle	Body	Description	MSRP	2017 Price
2017	Ford	Transit	E2C	Transit 150 Van Med Roof Sliding Pass 148" WB	$34,835.00	$25,430.00
2017	Ford	Transit	K1Z	Transit 150 XL Wagon Low Roof 60/40 Pass 130" WB	$35,560.00	$26,140.00
2017	Ford	Transit	K1Y	Transit 150 XL Wagon Low Roof Sliding Pass 130" WB	$35,710.00	$26,283.00
2017	Ford	Transit	K1C	Transit 150 XL Wagon Med Roof 60/40 Pass 130" WB	$37,020.00	$27,777.00
2017	Ford	Transit	R5Z	T250 Chassis Cab SRW Chassis Cab 138" WB	$30,033.00	$22,529.00
2017	Ford	Transit	R7Z	T250 Chassis Cab SRW Chassis Cab 156" WB	$30,233.00	$22,703.00
2017	Ford	Transit	R5P	T250 Cutaway SRW Cutaway 138" WB	$29,463.00	$22,029.00
2017	Ford	Transit	R7P	T250 Cutaway SRW Cutaway 156" WB	$29,658.00	$22,203.00
2017	Ford	Transit	R1Z	Transit 250 low Roof 60/40 Pass 130" WB	$33,755.00	$24,300.00
2017	Ford	Transit	R1Y	Transit 250 Low Roof Sliding Pass 130" WB	$33,905.00	$24,500.00
2017	Ford	Transit	R2Z	Transit 250 low Roof 60/40 Pass 148" WB	$34,605.00	$25,108.00
2017	Ford	Transit	R2Y	Transit 250 Low Roof Sliding Pass 148" WB	$34,755.00	$25,420.00
2017	Ford	Transit	R1D	Transit 250 Van Med Roof Dual Sliding 130" WB	$34,735.00	$25,190.00
2017	Ford	Transit	R1C	Transit 250 Van Med Roof Sliding Pass 130" WB	$34,085.00	$24,765.00
2017	Ford	Transit	R2D	Transit 250 Van Med Roof Dual Sliding 148" WB	$36,435.00	$26,900.00
2017	Ford	Transit	R2C	Transit 250 Van Med Roof Sliding Pass 148" WB	$35,785.00	$26,380.00
2017	Ford	Transit	R3U	Transit 250 Van High Roof Dual Sliding 148" EL WB	$39,885.00	$30,098.00
2017	Ford	Transit	R2U	Transit 250 Van High Roof Dual Sliding 148" WB	$38,585.00	$28,967.00
2017	Ford	Transit	R3X	Transit 250 Van High Roof Pass Slide 148" EL WB	$39,235.00	$29,532.00
2017	Ford	Transit	R2X	Transit 250 Van High Roof Pass Slide 148" WB	$37,935.00	$28,401.00
2017	Ford	Transit	W7Z	T350 Chassis Cab SRW Chassis Cab 156" WB	$31,008.00	$22,285.00
2017	Ford	Transit	F6Z	T350 Chassis Cab HD DRW Chassis Cab 138" WB	$31,758.00	$22,937.00
2017	Ford	Transit	S6Z	T350 Chassis Cab HD DRW Chassis Cab 138" WB	$32,008.00	$23,155.00

Pricing Proposal Form

GBPC | BAPERN GBPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: **MHQ, Inc.**

Ford - Gas & Diesel Vehicles						
Model Year	Manufacturer	Vehicle	Body	Description	MSRP	2017 Price
2017	Ford	Transit	F8Z	T350 Chassis Cab HD DRW Chassis Cab 156" WB	$32,208.00	$23,329.00
2017	Ford	Transit	S8Z	T350 Chassis Cab HD DRW Chassis Cab 156" WB	$32,463.00	$23,546.00
2017	Ford	Transit	F9Z	T350 Chassis Cab HD DRW Chassis Cab 178" WB	$32,958.00	$23,981.00
2017	Ford	Transit	S9Z	T350 Chassis Cab HD DRW Chassis Cab 178" WB	$32,208.00	$24,199.00
2017	Ford	Transit	W7P	T350 Cutaway SRW Cutaway 156" WB	$30,433.00	$21,784.00
2017	Ford	Transit	F6P	T350 Cutaway HD DRW Cutaway 138" WB	$31,183.00	$22,437.00
2017	Ford	Transit	S6P	T350 Cutaway HD DRW Cutaway 138" WB	$31,438.00	$22,657.00
2017	Ford	Transit	F8P	T350 Cutaway HD DRW Cutaway 156" WB	$31,633.00	$22,828.00
2017	Ford	Transit	S8P	T350 Cutaway HD DRW Cutaway 156" WB	$31,883.00	$23,046.00
2017	Ford	Transit	F9P	T350 Cutaway HD DRW Cutaway 178" WB	$32,383.00	$23,481.00
2017	Ford	Transit	S9P	T350 Cutaway HD DRW Cutaway 178" WB	$32,633.00	$23,698.00
2017	Ford	Transit	W2Z	Transit 350 Low Roof 60/40 Pass 148" WB	$36,660.00	$27,292.00
2017	Ford	Transit	W2Y	Transit 350 Low Roof Sliding Pass 148" WB	$36,810.00	$27,423.00
2017	Ford	Transit	S4U	Transit 350 Van DRW HD High Dual slide 148" EL WB	$43,590.00	$33,273.00
2017	Ford	Transit	S4X	Transit 350 Van DRW HD High Pass Slide 148" EL WB	$42,940.00	$32,708.00
2017	Ford	Transit	W2C	Transit 350 Van Med Roof Sliding Pass 148" WB	$37,035.00	$27,558.00
2017	Ford	Transit	F4U	Transit 350 Van HD High Roof Dual Slide 148" EL WB	$43,240.00	$32,969.00
2017	Ford	Transit	F4X	Transit 350 Van HD High Roof Pass Slide 148" EL WB	$42,590.00	$32,403.00
2017	Ford	Transit	W3U	Transit 350 Van High Roof Dual Sliding 148" EL WB	$41,135.00	$31,185.00
2017	Ford	Transit	W2U	Transit 350 Van High Roof Dual Sliding 148" WB	$39,835.00	$30,054.00
2017	Ford	Transit	W3X	Transit 350 Van High Roof Pass Slide 148" EL WB	$40,485.00	$30,620.00
2017	Ford	Transit	W2X	Transit 350 Van High Roof Pass Slide 148" WB	$39,185.00	$29,489.00
2017	Ford	Transit	U4X	Transit 350 XL Wagon High Roof Pass Slide 148" EL WB	$45,135.00	$34,652.00

Pricing Proposal Form

GBPC|BAPERN GBPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: MHQ, Inc.

Ford - Gas & Diesel Vehicles						
Model Year	Manufacturer	Vehicle	Body	Description	MSRP	2017 Price
2017	Ford	Transit	X2X	Transit 350 XL Wagon High Roof Pass Slide 148" WB	$42,120.00	$32,072.00
2017	Ford	Transit	X2Z	Transit 350 XL Wagon Low Roof 60/40 Pass 148" WB	$39,210.00	$29,541.00
2017	Ford	Transit	X2Y	Transit 350 XL Wagon Low Roof Sliding Pass 148" WB	$39,360.00	$29,671.00
2017	Ford	Transit	X2C	Transit 350 XL Wagon Med Roof Sliding Pass 148" WB	$40,670.00	$30,811.00
2017	Ford	Econoline	E3K	E350 Strip Chassis	$28,500.00	$22,005.00
2017	Ford	Econoline	E4F	E450 Cutaway	$34,040.00	$26,085.00
2017	Ford	Econoline	E4K	E450 Strip Chassis	$30,725.00	$24,220.00
2017	Ford	F-150	F1C	F150 4X2 SS R/Cab XL	$27,735.00	$20,100.00
2017	Ford	F-150	X1C	F150 4X2 SS S/Cab XL	$31,795.00	$21,850.00
2017	Ford	F-150	W1C	F150 4X2 SS Crew XL	$34,250.00	$24,000.00
2017	Ford	F-150	F1E	F150 4X4 SS R/Cab XL	$32,380.00	$22,850.00
2017	Ford	F-150	X1E	F150 4X4 SS S/Cab XL	$35,220.00	$24,700.00
2017	Ford	F-150	W1E	F150 4X4 SS Crew XL	$37,760.00	$26,950.00
2017	Ford	F Series Super Duty	F2A	F250 4X2 R/C PU SRW	$33,730.00	$22,550.00
2017	Ford	F Series Super Duty	X2A	F250 4X2 Super PU SRW	$36,065.00	$25,145.00
2017	Ford	F Series Super Duty	W2A	F250 4X2 Crew PU SRW	$37,325.00	$26,060.00
2017	Ford	F Series Super Duty	F2B	F250 4X4 R/C PU SRW	$36,525.00	$25,700.00
2017	Ford	F Series Super Duty	X2B	F250 4X4 Super PU SRW	$38,865.00	$27,800.00
2017	Ford	F Series Super Duty	W2B	F250 4X4 Crew PU SRW	$40,125.00	$28,500.00
2017	Ford	F Series Super Duty	F3A	F350 4X2 R/C PU SRW	$34,900.00	$23,700.00
2017	Ford	F Series Super Duty	X3A	F350 4X2 Super PU SRW	$37,240.00	$26,395.00
2017	Ford	F Series Super Duty	W3A	F350 4X2 Crew PU SRW	$38,500.00	$27,895.00
2017	Ford	F Series Super Duty	F3C	F350 4X2 R/C PU DRW	$36,390.00	$25,650.00

Pricing Proposal Form

GBPC | BAPERN GBPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: MHQ, Inc.

Ford - Gas & Diesel Vehicles						
Model Year	Manufacturer	Vehicle	Body	Description	MSRP	2017 Price
2017	Ford	F Series Super Duty	X3C	F350 4X2 Super PU DRW	$38,925.00	$28,700.00
2017	Ford	F Series Super Duty	W3C	F350 4X2 Crew PU DRW	$40,185.00	$29,945.00
2017	Ford	F Series Super Duty	F3E	F350 4X2 R/C CC SRW	$34,425.00	$24,905.00
2017	Ford	F Series Super Duty	X3E	F350 4X2 Super CC SRW	$36,710.00	$27,683.00
2017	Ford	F Series Super Duty	W3E	F350 4X2 Crew CC SRW	$37,575.00	$28,400.00
2017	Ford	F Series Super Duty	F3G	F350 4X2 R/C CC DRW	$35,630.00	$25,930.00
2017	Ford	F Series Super Duty	X3G	F350 4X2 Super CC DRW	$37,915.00	$28,628.00
2017	Ford	F Series Super Duty	W3G	F350 4X2 Crew CC DRW	$38,780.00	$28,950.00
2017	Ford	F Series Super Duty	F3B	F350 4X4 R/C PU SRW	$37,700.00	$28,520.00
2017	Ford	F Series Super Duty	X3B	F350 4X4 Super PU SRW	$40,040.00	$28,528.00
2017	Ford	F Series Super Duty	F3D	F350 4X4 R/C PU DRW	$39,185.00	$29,050.00
2017	Ford	F Series Super Duty	F3F	F350 4X4 R/C CC SRW	$37,925.00	$28,770.00
2017	Ford	F Series Super Duty	X3F	F350 4X4 Super CC SRW	$40,210.00	$30,850.00
2017	Ford	F Series Super Duty	W3F	F350 4X4 Crew CC SRW	$41,075.00	$31,500.00
2017	Ford	F Series Super Duty	F3H	F350 4X4 R/C CC DRW	$39,105.00	$29,750.00
2017	Ford	F Series Super Duty	X3H	F350 4X4 Super CC DRW	$41,415.00	$31,900.00
2017	Ford	F Series Super Duty	W3H	F350 4X4 Crew CC DRW	$42,280.00	$32,250.00
2017	Ford	F Series Super Duty	F4G	F450 4X2 R/C CC DRW	$38,765.00	$32,370.00
2017	Ford	F Series Super Duty	X4G	F450 4X2 Super CC DRW	$41,050.00	$34,350.00
2017	Ford	F Series Super Duty	W4G	F450 4X2 Crew CC DRW	$41,910.00	$35,101.00
2017	Ford	F Series Super Duty	W4D	F450 4X4 Crew PU DRW	$55,140.00	$45,500.00
2017	Ford	F Series Super Duty	F4H	F450 4X4 R/C CC DRW	$41,660.00	$35,000.00
2017	Ford	F Series Super Duty	X4H	F450 4X4 Super CC DRW	$44,550.00	$37,450.00

Pricing Proposal Form

GBPC|BAPERN GBPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: MHQ, Inc.

Ford - Gas & Diesel Vehicles						
Model Year	Manufacturer	Vehicle	Body	Description	MSRP	2017 Price
2017	Ford	F Series Super Duty	W4H	F450 4X4 Crew CC DRW	$45,410.00	$38,300.00
2017	Ford	F Series Super Duty	F5G	F550 4X2 R/C CC DRW	$39,860.00	$33,300.00
2017	Ford	F Series Super Duty	X5G	F550 4X2 Super CC DRW	$42,150.00	$35,400.00
2017	Ford	F Series Super Duty	W5G	F550 4X2 Crew CC DRW	$43,010.00	$36,101.00
2017	Ford	F Series Super Duty	F5H	F550 4X4 R/C CC DRW	$42,765.00	$35,900.00
2017	Ford	F Series Super Duty	X5H	F550 4X4 Super CC DRW	$45,650.00	$38,500.00
2017	Ford	F Series Super Duty	W5H	F550 4X4 Crew CC DRW	$46,510.00	$39,300.00
2017	Ford	Medium Truck	F6A	F650 Regular Cab Gas	$58,135.00	$44,050.00
2017	Ford	Medium Truck	F6D	F650 Regular Cab Diesel	$68,105.00	$51,700.00
2017	Ford	Medium Truck	F6T	F650 Regular Cab Tractor	$70,755.00	$54,900.00
2017	Ford	Medium Truck	F6B	F650 Regular Cab Kick Up Frame Gas	$57,450.00	$43,500.00
2017	Ford	Medium Truck	F6E	F650 Regular Cab Kick Up Frame Diesel	$67,420.00	$51,100.00
2017	Ford	Medium Truck	X6A	F650 Supercab Gas	$60,105.00	$45,700.00
2017	Ford	Medium Truck	X6D	F650 Supercab Diesel	$70,075.00	$53,350.00
2017	Ford	Medium Truck	X6T	F650 Supercab Tractor	$72,680.00	$55,500.00
2017	Ford	Medium Truck	X6B	F650 Supercab Kick Up Frame Gas	$59,420.00	$43,900.00
2017	Ford	Medium Truck	X6E	F650 Supercab Kick Up Frame Diesel	$69,390.00	$52,750.00
2017	Ford	Medium Truck	W6A	F650 Crew Cab Gas	$62,800.00	$46,400.00
2017	Ford	Medium Truck	W6D	F650 Crew Cab Diesel	$72,770.00	$55,550.00
2017	Ford	Medium Truck	W6T	F650 Crew Cab Tractor	$75,375.00	$57,700.00
2017	Ford	Medium Truck	W6B	F650 Crew Cab Kick Up Frame Gas	$62,115.00	$45,900.00
2017	Ford	Medium Truck	W6E	F650 Crew Cab Kick Up Frame Diesel	$72,085.00	$55,000.00
2017	Ford	Medium Truck	F7A	F750 Regular Cab Gas	$60,025.00	$44,100.00

Pricing Proposal Form

GBPC | BAPERN GBPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: MHQ, Inc.

Ford - Gas & Diesel Vehicles						
Model Year	Manufacturer	Vehicle	Body	Description	MSRP	2017 Price
2017	Ford	Medium Truck	F7D	F750 Regular Cab Diesel	$69,995.00	$52,450.00
2017	Ford	Medium Truck	F7T	F750 Regular Cab Tractor	$73,025.00	$54,900.00
2017	Ford	Medium Truck	X7A	F750 Supercab Gas	$61,995.00	$45,700.00
2017	Ford	Medium Truck	X7D	F750 Supercab Diesel	$71,965.00	$54,000.00
2017	Ford	Medium Truck	X7T	F750 Supercab Tractor	$74,570.00	$56,750.00
2017	Ford	Medium Truck	W7A	F750 Crew Cab Gas	$64,690.00	$48,000.00
2017	Ford	Medium Truck	W7D	F750 Crew Cab Diesel	$74,660.00	$56,300.00
2017	Ford	Medium Truck	W7T	F750 Crew Cab Tractor	$77,265.00	$58,450.00

Ford - Alternative Fuel Vehicles						
Model Year	Manufacturer	Vehicle	Body	Description	MSRP	2017 Price
2017	Ford	Cmax	P5A	5 Door FHEV SE Series	$24,995.00	$22,100.00
2017	Ford	Cmax	P5B	5 Door FHEV SEL Series	Discontinued	Discontinued
2017	Ford	Cmax	P5C	5 Door PHEV SEL Series	Discontinued	Discontinued
2017	Ford	Focus	P3R	BEV 5 Door Hatch	$29,995.00	$29,965.00
2017	Ford	Fusion	P0U	S Hybrid	$26,060.00	$23,885.00
2017	Ford	Fusion	P0P	SE PHEV FWD	$31,995.00	$29,340.00
2017	Ford	Fusion	P0L	SEL Hybrid FWD	$26,865.00	$24,540.00

Ford - Factory Options
Manufacturer's % Off List Price: 3%

Additional Services

Pricing Proposal Form

GBPC|BAPERN GBPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: MHQ, Inc.

Ford - Gas & Diesel Vehicles						
Model Year	Manufacturer	Vehicle	Body	Description	MSRP	2017 Price
Custom Graphics - Materials Only						$50.00-$125.00 Hrly
Custom Graphics - Materials & Install						$50.00-$125.00 Hrly
Custom Paint						$75.00-$150.00 Hrly
Install, Repair & Service						$85.00-$125.00 Hrly
Transportation - Pick Up/Return						$50.00-$125.00 Hrly

THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

October 27, 2016
Memo #17-065

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CHANGE ORDER #1 NPD ROOF PROJECT (VALUE: $34,000)
DEPARTMENT: 150 NASHUA POLICE DEPARTMENT; FUND: TRUST FUND

Please see the attached communication from Karen A. Smith, Business Manager dated October 21, 2016 for the information related to this purchase.

The Nashua Police Department and the Purchasing Department recommend the award of Change Order #1 in the amount of **$34,000** to **Chick Beaulieu, Inc. of Nashua, NH.**

Respectfully,

Dan Kooken
Purchasing Manager

Cc: K Smith A Lavoie

229 Main Street • Nashua, New Hampshire 03061 • Phone (603) 589-3330 • Fax (603) 589-3344

NASHUA POLICE
DEPARTMENT

Date: 21 October 2016

Intradepartmental Communication

To: Dan Kooken, Purchasing Manger

From: Karen A. Smith, Business Manager

.The Nashua Police Department (NPD) received approval at the September 7, 2016 Finance Committee Meeting, to contract with Chick Beaulieu for a roof replacement in the amount of $79,150. In order to receive a permit to complete the roof project at NPD, Endpoint was hired to complete required testing to meet Environmental Protection Agency's (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP's) regulations. The result was the finding of asbestos the needs to be removed.

NPD is requesting change order #1 in the amount of $34,000 to the purchase order to Chick Beaulieu, Inc. to subcontract with All State Abatement Professionals ASAP, Inc. to perform the asbestos removal and documentation.

The Nashua Police Department and Police Commissioners recommends the purchase in the amount **of $34,000 from Chick Beaulieu, Inc.**

Sincerely,

Karen A. Smith
Business Manager

cc:

City of Nashua
219 Main St.
Nashua, NH 03060

October 20, 2016

Project: Nashua Police Department
0 Panther Dr.
Nashua, NH 03062

CHANGE ORDER (ABSESTOS ABATEMENT)

1. Proposed change:

The following is a change to the original contract to include the removal of asbestos. **All State Abatement Professionals, INC** will be performing the asbestos abatement to include the following:

- Preparation and isolation of work area
- Installation of engineering controls and decontamination system
- Asbestos abatement of asbestos roofing materials
- Decontamination of all surfaces
- Encapsulation of all surfaces with lock-down encapsulation
- Final air clearance test
- The Nashua Police Department must provide all electrical and water requirements for debris removal
- ASAP will make all necessary notifications to all local, state and federal regulations
- Upon completion of the asbestos removal, ASAP all documentation will be submitted to the City of Nashua for the assurance against and legal entanglements or litigations
- This includes the additional labor for Chick Beaulieu Inc to install the new rubber roof system.

2. Note:

- This change order becomes part of and in conformance with the existing contract.

We hearby agree to the above change in accordance with the above specifications for the additional cost of:

Thirty Four Thousand Two Hundred Fifty 00/100 Dollars ($34,250.00)

Total project cost to be $113,150.00.

Authorized Signature _____ Date 10/20/16

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are hereby authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

CHANGE ORDER #1

PROJECT: 2016 NPD ROOF REPLACEMENT

OWNERS CONTRACT: CHICK BEAULIEU, INC EPDM ROOF PROPOSAL DATED JULY 20, 2016

EXECUTED CONTRACT DATE: 10-19-16

OWNER: CITY OF NASHUA, NH

OWNERS PURCHASE ORDER:

CONTRACTOR: CHICK BEAULIEU, INC

You are directed to make the following changes in the Contract Documents:

DESCRIPTION:

Chick Beaulieu, Inc. to subcontract with All State Abatement Professionals ASAP, Inc. to perform all asbestos removal and documentation.

JUSTIFICATION:

Testing was completed by EndPoint, to meet the Environmental Protection Agency's (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP's) regulations to receive a permit to complete the roof project at the Nashua Police Department.

SUMMARY

CHANGE IN CONTRACT PRICE Original Contract Price: **$79,150**
NET INCREASE OF THIS CHANGE ORDER **$34,000**
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS **$113,150**

ACCEPTED: By: _____ **Chick Beaulieu, Inc.** **Contractor (Authorized Signature)** Date: 10/20/16	**APPROVED:** By: _____ **Mayor Jim Donchess** **(Owner)** Date: 10/27/16

HBRANH MEMBER

Chick Beaulieu, Inc.

5½ GAFFNEY STREET • NASHUA, NEW HAMPSHIRE 03060
(603) 883-5822 FAX# 880-3106
www.chickbeaulieu.com

Nashua Area Home Builders & Remodelers Association

City of Nashua
219 Main St.
Nashua, NH 03060

October 14, 2016

Project: Nashua Police Department
0 Panther Dr.
Nashua, NH 03062

RUBBER ROOF

Item	Amount
Install a new .060" fully adhered RPI EPDM rubber roof to the lower flat roofing section of building with all work stated (40 year rubber membrane warranty) to include extra cost for labor because of the absestos	$81,900.00
ASAP INC to perform all asbestos removal and documentation	$31,250.00
Total	**$113,150.00**

We hereby propose to furnish all labor and materials in accordance with the above specifications, for the sum of:

One Hundred Thirteen Thousand One Hundred Fifty 00/100 Dollars ($113,150.00)

Deposit $ _____ at acceptance.
Deposit $ _____ when the material is delivered.
Balance $ _____ due upon completion.
Total $ 113,150.00.

All work to be completed in a workman like manner according to standard practices. Any change from above specifications involving additional costs will be made only by request in writing, and will be an additional charge over the original estimate. All agreements contingent upon strikes, accidents, or Acts of God. Owner to carry fire, hazard and liability insurance.

This proposal may be withdrawn or subject to change if not accepted within 10 days

Authorized Signature _____ Date _____

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are hereby authorized to do the work as specified. Payment will be made as outlined above. In the event the Chick Beaulieu, Inc. finds it necessary to seek legal action in order to collect any payment that is overdue, or in order to perfect its mechanics lien, I agree to pay all costs of collection and reasonable attorneys fees. I also agree to pay interest on any overdue account at the rate of 18% per annum (1 1/2% per month).

Right of Rescission

I have the right to terminate this contract within three (3) business days of signing this agreement. If I choose to terminate this contract, I will contact Chick Beaulieu, Inc. office on or before _____. In the event I terminate this agreement there will be no penalties, and any deposits of mine will be promptly returned.

If the customer is a corporation or limited partnership, the undersigned, jointly, severally or individually hereby unconditionally guarantees the obligations stated herein.

Signature _____ Date _____

HBRANH MEMBER

Chick Beaulieu, Inc.

5½ GAFFNEY STREET • NASHUA, NEW HAMPSHIRE 03060
(603) 883-5822 FAX# 880-3106
www.chickbeaulieu.com

Nashua Area Home Builders & Remodelers Association

City of Nashua
219 Main St.
Nashua, NH 03060

October 14, 2016

Project: Nashua Police Department
0 Panther Dr.
Nashua, NH 03062

EPDM ROOF PROPOSAL (REVISED WITH ABSESTOS ABATEMENT)

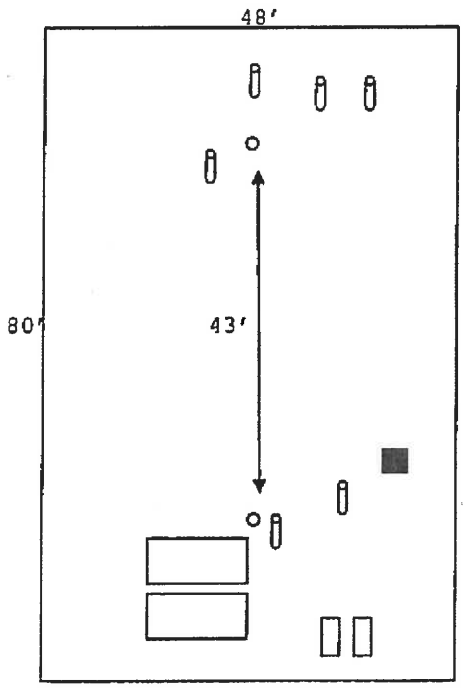
1. General scope:

Install a new .060" **fully adhered RPI EPDM** roof system to the lower flat roofing section (Fleet/Range) as described below. Note, **All State Abatement Professionals, INC** will be performing the asbestos abatement to include the following:

- Preparation and isolation of work area
- Installation of engineering controls and decontamination system
- Asbestos abatement of asbestos roofing materials
- Decontamination of all surfaces
- Encapsulation of all surfaces with lock-down encapsulation
- Final air clearance test
- The Nashua Police Department must provide all electrical and water requirements for debris removal
- ASAP will make all necessary notifications to all local, state and federal regulations
- Upon completion of the asbestos removal, ASAP all documentation will be submitted to the City of Nashua for the assurance against and legal entanglements or litigations

2. Tear off:

- Remove all stones from over the rubber membrane and dispose of.
- Remove the existing rubber membrane, drip edging and drains from the existing roof. The large roof units and the 2 AC units will need to lifted by J. Lawrence Hall so the existing rubber can be removed and all new materials be installed to these locations.
- Remove the existing wood fencing and all 14 supports for the wood posts around the large roof units.
- Remove the two layers of 1 ½" insulation board down to the concrete decking.
- Remove one roof unit entirely and install new metal decking over the opening of the unit that will be removed completely off of the roof.

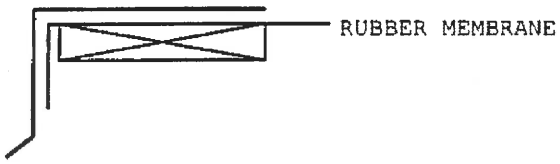


3. Underlayments:

- Lay **polyisocyanurate recovery board** over the existing decking. The recovery board will taper from 2 ½" to ½" from the edging of the building to both drains and from drain to drain creating a 1/8" slope to prevent ponding water on the new rubber membrane.
- Fasten the base materials with 3" galvanized plates and screws long enough to penetrate the existing roofing and decking a minimum of ½".

4. Drip edges:

- Cut and fit new 2 ½" wood perimeter around the three sides up to the 2 ½" recovery board to provide a solid surface below the new aluminum drip edging.
- Fabricate and install new heavy **gauge Lead coated copper** drip edges to all the three sides of roof (to match the existing building drip edge).
- Apply RPI cured cover taping over the lead coated copper drip edging and onto the rubber membrane.
- Color to be **Lead Coated** Finish. Style to be as shown below:



5. Roof membrane application:

- Adhere 100% of the .060" **RPI EPDM** rubber membrane to the underlayment materials (fully adhered).
- All field laps to be a minimum of 6."
- Allow the membrane to extend over the roof edges and terminate below the top of the wall covering.
- Len existing gutters by extend the roof membrane and terminate along the outer edges.
- Adhere the new membrane up the brick wall and apply stainless steel termination bars into the mortar joints using #8 x 1 ¼" stainless steel fasteners.
- Apply water cut-off mastic sealant behind the termination bar and over the top of the bar to the brick surface.

6. Drains:

- Install two new 4" RAC Insert drain systems into the existing drain piping.
- These drains will be sealed into the existing cast iron drains and RPI water cutoff mastic will be applied around the top of the drain where it is fastened down through.

7. Special flashing details:

- Flash all 4" pipe ventilators with RPI pre-formed pipe boot systems. Apply RPI cover seam taping around all edging for a secondary seal.
- Apply the rubber membrane up all side walls of the roof unit and apply RPI uncured cover tape to all four corner sections.
- Apply rubber membrane under all roofing units and new RPI walkway pads with sleepers above to mount the roofing units.
- Apply RPI walkway pads from the door entrance and all the way around the large units and both AC units. Note, the walkway pads will have 1" spacing in between each to allow water to flow to the drain.
- The roof units will be raised and reattached by J. Lawrence Hall.

8. Waste disposal:

- The work areas shall be kept neat and clean on a daily basis.
- An on site container will be used for disposal of tear off materials.
- The container will be set on planks to prevent damage.
- The location of the container to be determined at a later time.
- The container shall remain on the job site until the work has been completed.

9. General notes:

- Contractor to provide sanitary facilities for the duration of the project for the work crew.
- All exterior work areas shall be thoroughly cleaned upon completion of the job.
- Follow all existing OSHA regulations as mandated by 29 CFR 1926 for the construction industry.
- All work to be done in a workmanlike manner in accordance with the standard practices.

- Also followed are special considerations set forth by the manufacturer for the application of the specific product line.
- We maintain a current General Liability and Workman's Compensation Insurance policy. A copy of this policy will be sent to you to verify our coverage if requested.

- **Local and national affiliations:**

"National Association of Home Builders and Remodelers"
"National Roofing Contractors Association"
"Greater Nashua Chamber of Commerce"
"Nashua Rotary Association"

- **Certifications:**

Alcoa Master Contractor
Mastic Master Contractor
RPI Certified EPDM Applicator
Certainteed Master Shingle Applicator
VELUX Certified Installer
VSI Certified Installer
Installation Masters Installer
Therma-Tru Certified Installer
EPA Lead Safe Remodeler
Factory Certified Comfort Plus Dealer

THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

October 27, 2016
Memo #17-072

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: BROAD STREET PARKWAY PROPERTY APPRAISAL (VALUE: $14,500)
DEPARTMENT: 160 ADMIN/ENGINEERING; FUND: BOND
ACTIVITY: BROAD STREET PARKWAY

Please see the attached communication from Stephen Dookran, P.E., City Engineer, dated October 27, 2016 for the information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than $10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed $10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The City Engineer, Board of Public Works (10/27/2016 meeting) and the Purchasing Department recommend this contract award in an amount of **$14,500** to **Fremeau Appraisal, Inc.** of **Manchester, NH.**

Respectfully,

Dan Kooken
Purchasing Manager

Cc: S Dookran L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: October 27, 2016

From: Stephen Dookran, P.E., City Engineer
Engineering Department

Re: Broad Street Parkway
Property Appraisal

E. Motion: To approve a contract with Fremeau Appraisal, Inc. in the amount of $14,500 for the appraisal of six Broad St Parkway parcels or portions of parcels declared as surplus. Funding will be through Department 160 Admin/Engineering; Fund: Bond; Activity: Broad Street Parkway.

Discussion: The City acquired property in advance of construction of the Broad Street Parkway project. Some property or portions thereof are not needed for the alignment as constructed and have been declared surplus.

The City solicited proposals from qualified appraisers to perform appraisals of the following six (6) Broad St Parkway parcels determined to be surplus.

- 44 Broad Street, Assessor's Map 71, Lot 2
- 73-75 Broad Street, Assessor's Map 133, Lot 33
- 11 Baldwin Street, Assessor's Map 62, Lot 233
- 52 Baldwin Street, Assessor's Map 62, Lot 228
- 54 Baldwin Street, Assessor's Map 62, Lot 229
- 9 Hillcrest Avenue, Assessor's Map 62, Lot 182

Fremeau Appraisal, of Manchester, NH was the only proposal received, at a value of $14,500. It is recommended that Fremeau Appraisal, Inc. be awarded this contract based on a reasonable proposal and successful completion of past assignments, including an appraisal for Storehouse No 2 which stood up to a BTLA challenge.

CONTRACT FOR INDEPENDENT CONTRACTOR

BROAD STREET PARKWAY APPRAISAL SERVICES
RFP0023-092916

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, NASHUA, NH 03061-2019
AND

FREMEAU APPRAISAL, INC.
and its successors, transferees and assignees (together "Independent Contractor")
NAME AND TITLE OF INDEPENDENT CONTRACTOR

11 STARK STREET MANCHESTER, NH 03101
ADDRESS OF INDEPENDENT CONTRACTOR

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of an Independent Contractor ; and

WHEREAS, it is deemed that the services of an Independent Contractor herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Independent Contractor represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this contract:

Exhibit A--General Conditions for Contracts;
Exhibit B--Scope of Services, **RFP0023-092916;**
Exhibit C--Fee Schedule, **Fremeau Appraisal, Inc Cost Proposal dtd Sept. 26, 2016**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposal and the terms of this Agreement, a written change order and/or fully executed City of Nashua Purchase Order, the terms of this Agreement, the written change order or the fully executed City of Nashua Purchase Order shall control over the terms of the Proposal.

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, Independent Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

3. PERIOD OF PERFORMANCE. Independent Contractor shall perform and complete all work within the time periods set forth and may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Independent Contractor shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Independent Contractor agrees to perform the work for a total cost not to exceed **FOURTEEN THOUSAND FIVE HUNDRED DOLLARS ($ 14,500.00)**

which, unless otherwise provided in this contract, shall be paid in accordance with the provisions of Exhibit B or unless Independent Contractor has received a written exemption from the City of Nashua. Independent Contractor shall submit monthly requests for payment for services performed under this agreement directly to

City of Nashua
Attn: Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Atten: Stephen Dookran, P.E

To facilitate the proper and timely payment of applications, the City of Nashua requires that all invoices contain a valid **PURCHASE ORDER NUMBER.**

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Independent Contractor agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.

2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The City of Nashua will pay for work satisfactorily completed by Independent Contractor. The City of Nashua will pay Independent Contractor within **30** days of approval by the City of Nashua of the submitted invoice forms and progress reports. The City of Nashua will make no payments until the invoice forms and progress reports have been submitted and approved.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the City of Nashua.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

CITY OF NASHUA REPRESENTATIVE:

Stephen Dookran, P.E.
City Engineer, City of Nashua
Division of Public Works, Engineering
9 Riverside Street
Nashua, NH 03062

REPRESENTATIVE:

Joseph G. Fremeau, President
11 Stark Street
Manchester, NH 03101

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Independent Contractor may change the address or representative by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)	***Joseph G. Fremeau, Pres. Fremeau Appraisal (signature)***
James Donchess, Mayor	
(Printed Name and Title)	***(Printed Name)***
Date	***Date***

EXHIBIT A
TABLE OF CONTENTS
GENERAL CONDITIONS

1.	DEFINITIONS	GC--2
2.	INDEPENDENT CONTRACTOR STATUS	GC--2
3.	STANDARD OF CARE	GC--2
4.	CITY OF NASHUA REPRESENTATIVE	GC--3
5.	CHANGES TO SCOPE OF WORK	GC--3
6.	CITY OF NASHUA COOPERATION	GC--3
7.	DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES	GC--3
8.	TERMINATION OF CONTRACT	GC--4
9.	DISPUTE RESOLUTION	GC--5
10.	NO DAMAGES FOR DELAY	GC--6
11.	INSURANCE	GC--6
12.	INDEMNIFICATION	GC--7
13.	FISCAL CONTINGENCY	GC--7
14.	COMPENSATION	GC--7
15.	COMPLIANCE WITH APPLICABLE LAWS	GC--7
16.	NONDISCRIMINATION	GC--8
17.	ENDORSEMENT	GC--8
18.	ASSIGNMENTS, TRANSFER, DELEGATION, OR SUBCONTRACTING	GC--8
19.	CITY INSPECTION OF CONTRACT MATERIALS	GC--9
20.	DISPOSITION OF CONTRACT MATERIALS	GC--9
21.	PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS	GC--9
22.	FINAL ACCEPTANCE	GC--10
23.	TAXES	GC--10
24.	NON-WAIVER OF TERMS AND CONDITIONS	GC--10
25.	RIGHTS AND REMEDIES	GC--10
26.	PROHIBITED INTERESTS	GC--10
27.	THIRD PARTY INTERESTS AND LIABILITIES	GC--11
28.	SURVIVAL OF RIGHTS AND OBLIGATIONS	GC--11
29.	SEVERABILITY	GC--11
30.	MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT	GC--11
31.	CHOICE OF LAW AND VENUE	GC--11

General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors

2. **INDEPENDENT CONTRACTOR STATUS** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:

   (1) Withholding of income taxes by the City of Nashua:
   (2) Industrial insurance coverage provided by the City of Nashua;
   (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
   (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
   (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
   (6) Unemployment compensation coverage provided by the City of Nashua.

3. **STANDARD OF CARE** Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Independent Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Independent Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Independent Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Independent Contractor's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Independent Contractor shall not in any way relieve Independent Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Independent Contractor's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Independent Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

   Independent Contractor shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Independent Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Independent Contractor without the prior written approval of the City of Nashua, except in the event of termination of employment. Independent Contractor shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

4. **CITY OF NASHUA REPRESENTATIVE** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Independent Contractor, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.

5. **CHANGES TO SCOPE OF WORK** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Independent Contractor's performance under the contract. Independent Contractor shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Independent Contractor's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Independent Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Independent Contractor of the change.

   When Independent Contractor seeks changes, Independent Contractor shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change.

   Except as provided in this paragraph, Independent Contractor shall implement no change unless the City of Nashua in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City of Nashua may provide verbal approval of a change when the City of Nashua, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior City of Nashua approval shall not be compensated and is, at the City of Nashua's election, sufficient reason for contract termination.

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings called by the City of Nashua or Independent Contractor to discuss the work under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Independent Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Independent Contractor's question or position. The City of Nashua representative shall render

a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Independent Contractor prior to having received the City of Nashua's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. **TERMINATION OF CONTRACT**

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Independent Contractor 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination, abandonment, or suspension at will, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Independent Contractor in the event of a failure by Independent Contractor to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. Independent Contractor shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Independent Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Independent Contractor, the City of Nashua fails to pay Independent Contractor for 45 days after the date of approval by the City of Nashua of any Application for Payment.

Upon receipt of notice of termination for cause, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the City of Nashua with a list of all unperformed services.

3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination for cause, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City of Nashua by reasons of Independent Contractor's failure. Independent Contractor shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua may withhold any payment to the Independent Contractor until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Independent Contractor must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Independent Contractor to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that Independent Contractor had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall, if necessary, make an adjustment in the compensation paid to Independent Contractor such that Independent Contractor receives total compensation in the same amount as it would have received in the event of a termination-at-will.

C. GENERAL PROVISIONS FOR TERMINATION Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Independent Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Independent Contractor assigned to the performance of the contract.
Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Independent Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Independent Contractor's control.

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and an Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute

as described above within 30 days, the parties may request that the dispute be submitted to the Board of Public Works for resolution. If the parties are dissatisfied with the decision of the Board of Public Works, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

11. **INSURANCE** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:

- General Liability insurance in the amount of $1,000,000 per occurrence; $2,000,000 aggregate;
- $1,000,000 Combined Single Limit Automobile Liability;
  ***Coverage must include all owned, non-owned and hired vehicles.**
- $1,000,000 Profession Liability;
- and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, $100,000/$500,000/$100,000.

Independent Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Independent Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Independent Contractor under this contract. The City of Nashua shall not maintain any insurance on behalf of Independent Contractor. Subcontractors are subject to the same insurance requirements as Independent Contractor and it shall be the Independent Contractor's responsibility to ensure compliance of this requirement.

Independent Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City of Nashua issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Independent Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than $2,000,000 are imposed on bodily injury and property damage, Independent Contractor must maintain umbrella liability insurance of at least $1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Independent Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.

- Independent Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Professional Engineer.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Independent Contractor agrees to indemnify and shall defend and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Independent Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Independent Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

13. **FISCAL CONTINGENCY** All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

    Nothing in this contract shall be construed to provide Independent Contractor with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Independent Contractor shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Independent Contractor. Independent Contractor shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Independent Contractor's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Independent Contractor to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Independent Contractor in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

15. **COMPLIANCE WITH APPLICABLE LAWS** Independent Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Independent Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Independent Contractor agrees to the following terms. Independent Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Independent Contractor agrees to take affirmative action to employ,

advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Without limitation of the foregoing, Independent Contractor's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Independent Contractors and Subcontractor for Disabled Veterans and Veterans of the Vietnam Era," which, by reference, is incorporated in this contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Independent Contractors and Subcontractors for Handicapped Workers," which, by this reference, is incorporated in this contract.

Independent Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub consultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Independent Contractor under this contract.

In connection with the performance of work under this contract, Independent Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Independent Contractor agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Independent Contractor shall constitute a material breach of the contract.

17. **ENDORSEMENT** Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.

18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Independent Contractor related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Independent Contractor's expense, by Independent Contractor to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Independent Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract must be retained by Independent Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Independent Contractor shall promptly remit and deliver the materials, at Independent Contractor's expense, to the City of Nashua. Independent Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Independent Contractor's obligations under this contract without the prior written consent of the City of Nashua.

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Independent Contractor expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Independent Contractor (including those remitted to the City of Nashua by Independent Contractor pursuant to paragraph 20), unless designated as confidential by a specific statue of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

    No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Independent Contractor. The City of Nashua shall have the right to reproduce any such materials.

    Independent Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Independent Contractor agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Independent Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Independent Contractor infringes any patent.

    Independent Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Independent Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

23. **TAXES** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.

25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

26. **PROHIBITED INTERESTS** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Independent Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

    In the event Independent Contractor (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City of Nashua may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Independent Contractor shall refund to the City of Nashua any profits realized under this contract, and Independent Contractor shall be liable to the City of Nashua for any costs incurred by the City of Nashua in completing the work described in this contract. At the discretion of the City of Nashua, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

    Independent Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Independent Contractor to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the

awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City of Nashua under this contract or at law.

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.

28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.

29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

THE CITY OF NASHUA
Financial Services Division
Purchasing Department

"The Gate City"

Exhibit B-1

September 9, 2016

REQUEST FOR PROPOSALS **BROAD STREET PARKWAY APPRAISAL SERVICES RFP0023-092916**

The City of Nashua acquired property in advance of construction of the Broad Street Parkway project. Some property or portions thereof are not needed for the alignment as constructed and have been declared surplus. The City of Nashua will receive proposals from qualified appraisers to perform appraisals of certain surplus properties.

Appraisal reports for all parcels shall be completed within 75 calendar days of the date of the Notice to Proceed. Should the appraisals be completed late, a penalty in the amount of five percent (5%) of the lump sum price for this task shall be assessed for each calendar day (or part thereof) for which the appraisal reports are late.

Please reference the attached ***"Request for Proposals"*** for additional detailed information.

INSTRUCTION TO BIDDERS:

Proposals must be submitted with **four sets (one (1) original and five (5) copies)** in a sealed envelope plainly marked **"Broad Street Parkway Appraisal Services"** and must be received at the Central Purchasing, 1st Floor, 229 Main St, City Hall prior to **3:00 pm EST on Thursday September 29, 2016**. Postmarks or other timestamps will not be accepted in lieu of actual delivery. The firm can use whatever delivery mechanism it chooses as long as it remains clear that the firm is responsible for submission prior to the date and time. Further details are available on the City's web site, www.nashuanh.gov, under Services, Bid Opportunities **RFP0023-092916.**

A sample of the City's contract is attached. Final terms and conditions will be negotiated between the City and the selected finalist prior to the time of award.

The project timeline is as follows:

	Date	Time/Location
Deadline for Questions *	Monday September 19, 2016	Noon
Answers/Clarifications posted	Thursday September 22, 2016	3:00 pm
Proposal submittal date	Thursday September 29, 2016	3:00 pm Central Purchasing
Negotiations and Contract award	TBD	TBD

*Please contact John Vancor, P.E., of Hayner/Swanson jvancor@hayner-swanson.com with any questions regarding this Request for Proposals

In addition to this letter, this Request for Proposals includes the following documents:

RFP0023-092916 Information for Submittal 4 pages

(Includes the Introduction, Scope of Services, Contract Terms, Selection Criteria and Submittal Requirements)

The City of Nashua may reject any or all of the proposals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful bidder against the City of Nashua.

Pursuant to NRO 5-78 (F), the purchasing manager shall not solicit a bid from a contractor who is in default on the payment of taxes, licenses or other monies due the city. Therefore, this bid request is void as to anyone who is in default on said payments.

Thank you,

Danielle Greenberg
City of Nashua – Purchasing Agent II
greenbergd@nashuanh.gov

Exhibit B-2

REQUEST FOR PROPOSALS

Broad Street Parkway Appraisal Services

RFP0023-092916

44 Broad Street, Assessor's Map 71, Lot 2
73-75 Broad Street, Assessor's Map 133, Lot 33
11 Baldwin Street, Assessor's Map 62, Lot 233
52 Baldwin Street, Assessor's Map 62, Lot 228
54 Baldwin Street, Assessor's Map 62, Lot 229
9 Hillcrest Avenue, Assessor's Map 62, Lot 182

PREPARED FOR

THE CITY OF NASHUA
DIVISION OF PUBLIC WORKS
9 RIVERSIDE STREET
NASHUA, NEW HAMPSHIRE 03062

PREPARED BY

HAYNER/SWANSON, INC.
3 Congress Street
Nashua, New Hampshire 03062
Tel: (603) 883-2057 Fax: (603) 883-5057

A. Introduction

The City of Nashua acquired property in advance of construction of the Broad Street Parkway project. Some property or portions thereof are not needed for the alignment as constructed and have been declared surplus. The City of Nashua will receive proposals from qualified appraisers to perform appraisals of certain surplus properties.

B. Scope of Services

The Scope of Services for this contract is to perform appraisals for six (6) parcels determined to be surplus.

The Standard of Care to be followed shall be consistent with all aspects of preparing similar appraisal reports for NHDOT on projects which receive federal funding and all reports shall comply with the relevant sections of the Uniform Standards of Professional Appraisal Practice (USPAP) and Uniform Appraisal Standards for Federal Land Acquisitions.

Appraisals shall be performed for the following parcels:

- 44 Broad Street, Assessor's Map 71, Lot 2
- 73-75 Broad Street, Assessor's Map 133, Lot 33
- 11 Baldwin Street, Assessor's Map 62, Lot 233
- 52 Baldwin Street, Assessor's Map 62, Lot 228
- 54 Baldwin Street, Assessor's Map 62, Lot 229
- 9 Hillcrest Avenue, Assessor's Map 62, Lot 182

For surplus property the appraisals will require a full narrative report for each parcel based on a detailed highest and best analysis of the subject parcel "as is". Additionally, the appraisal reports should comply with the guidelines for a "self-contained report" as described in Standard 2 of the Uniform Standards of Professional Appraisal Practice (USPAP) and any applicable Uniform Appraisal Standards for Federal Land Acquisitions.

Appraisal reports for all parcels shall be completed within 75 calendar days of the date of the Notice to Proceed. Should the appraisals be completed late, a penalty in the amount of five percent of the lump sum price for this task shall be assessed for each calendar day (or part thereof) for which the appraisal reports are late.

C. Contract Terms

The terms of the City of Nashua Standard Contract for Independent Contractors shall apply to this contract. It is understood that response to this Request for Proposals indicates willingness to enter into a contract with the City of Nashua if selected. Failure of the successful bidder to execute the Agreement within ten days after prescribed forms are presented for signature may be determined by the City of Nashua to constitute a default and the City of Nashua may choose to award the contract to the next lowest bidder. The City may also choose to issue a new Request for Proposals.

D. Selection Criteria

Selection shall be based on the lowest responsive bid received for the total of the six parcels. The City reserves the right to remove one or more of the parcels from the Scope of Work with a corresponding reduction in the contract amount. Should such a reduction in scope be made, this will not change the selection of lowest responsive bid based on all six parcels.

Incomplete forms may be cause for consideration of the entire submittal to be non-responsive.

Should the respondent to this Request for Proposals provide a completion schedule greater than 75 calendar days, the entire submittal may be considered non-responsive.

E. General Submission Requirements

All forms must be filled out and submitted in their entirety. Forms shall not be separated from this document. All forms shall be signed.

F. Contact Information

Hayner/Swanson, Inc. (HSI) is providing project management support services to the City of Nashua for the Broad Street Parkway Project. Questions regarding this Request for Qualifications should be addressed to John Vancor, P.E., at jvancor@hayner-swanson.com.

All questions must be received prior to **Noon on Monday September 19, 2016.**

Exhibit C

Broad Street Parkway
Appraisal Services

Assessor's Map 62, Lots 36 & 167

Cost Proposal

Proposal of Fremeau Appraisal, Inc (hereinafter called "BIDDER"), organized and existing under the laws of the NH doing business as Fremeau Appraisal, Inc.
(Corporation, Partnership, Individual)

To the **City of Nashua, 229 Main St., Nashua, 03060** (hereinafter called "OWNER").

In accordance with the Request for Proposals, BIDDER hereby proposes to perform the Work required to appraise the properties listed below within the time set forth therein, and at the lump price stated below. The undersigned certifies that the above entity is on the list of NHDOT approved appraisers and in good standing with NHDOT. The proposal shall be valid for sixty (60) days.

Parcel	Appraisal Cost
44 Broad Street, Assessor's Map 71, Lot 2	* 3,200
73-75 Broad Street, Assessor's Map 133, Lot 33	* 2,100
11 Baldwin Street, Assessor's Map 62, Lot 233	2,400
52 Baldwin Street, Assessor's Map 62, Lot 228	2,700
54 Baldwin Street, Assessor's Map 62, Lot 229	2,200
9 Hillcrest Avenue, Assessor's Map 62, Lot 182	2,400
Total of Six Parcels	$ 14,500 *

Pres.
Authorized Signature & Title (Officer)

9/19/2011
Date

* Assumes award of all properties

THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

October 27, 2016
Memo #17-066

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: TO PURCHASE WINTER ROAD SAND (VALUE: $16,000)
DEPARTMENT: 161 STREETS; FUND: GENERAL

Please see the attached communication from Jonathan Ibarra, Superintendent Street Department dated October 27, 2016 for the information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than $10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed $10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Superintendent of the Street Department, Board of Public Works (October 27, 2016) and the Purchasing Department recommend awarding this purchase in the amount of **$16,000** to **Plourde Sand & Gravel** of **Suncook, NH.**

Respectfully,

Dan Kooken
Purchasing Manager

Cc: J Ibarra L Fauteux

229 Main Street • Nashua, New Hampshire 03061 • Phone (603) 589-3330 • Fax (603) 589-3344

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: October 27, 2016

From: Jon Ibarra, Superintendent
Street Department

Re: Winter Road Sand

C. Motion: To approve the contract for winter road sand with Plourde Sand & Gravel Co., Inc., of Suncook, NH at the bid price of $9.74 per ton. Total amount of this purchase order will be for 1,642 tons or a budgeted value of $16,000. Funding will be through Department; 161Streets; Fund; General; Account Classification; 61-Supplies and Materials.

Discussion: The City solicited bids under IFB0778-101416 from qualified suppliers for the Winter Road Sand as required by the Street Department. A total of four vendors were solicited. Bids were opened on Friday, October 14, 2016. A summary of the bids received is noted below. Plourde Sand & Gravel Co., Inc. were the low bidders

Summary of Bids for IFB0778-101416
FY 17 Winter Road Maintenance Sand

Company	Price per ton, delivered
Plourde Sand & Gravel	$9.74
F.L. Merrill Construction	$ 9.75
New Ipswich, NH	10.45
Brox Industries Inc.	$13.50

IFB0778-101416
BID SUMMARY SHEET

TITLE: FY16 Winter Road Maintenance Sand

QUANTITY: 2000 – 6000 tons

Price per ton: $ 9.74 per ton Delivered. (DELIVERED)

Price per ton: $ 6.49 per ton plus. (PICKED UP, IF REQUIRED)

Delivery Commitment: _____ days after order placement

Sieve Analysis Submitted: ✓ YES _____ NO

VENDOR NAME & ADDRESS: Plourde Sand + Gravel Co. Inc.
PO Box 220
Suncook NH. 03275

PHONE. 603 485 3061 FAX. 603-485-7831

E-mail: plourdesg@AOL.com.

Dawn Plourde
(Authorized Signature)

10/7/16
(Date)

Dawn M Plourde
(Typed/Printed Name)

Prepared for
Plourde Sand and Gravel Co., Inc.

Sieve Analysis Test Report (T 27, T 11 , T 255)

Sample Date:	May 24, 2016	Material ID:	Concrete Sand
Sampled By :	Plourde Sand & Gravel	Tested By :	Richard Cook
Source:	Plourde Sand & Gravel Co., Inc.		NETTCP Cert. Agrregate & Soils # 134
Comments:	Tested for ASTM C - 33 Concrete Sand		

Total Moisture Content by Drying (T 255)	
Wet Mass(W):	
Original Dry Mass(D):	510.1
Moisture Loss (W - D):	
% Moisture (100 x (W - D) / D):	

Materials Finer than 75 µm Sieve by Washing (T 11)	
Original Dry Mass(D):	
Dry Mass after wash (Dw):	
Mass of Fines lost by washing (D - Dw):	
% -75 µm Sieve (100 x (D - Dw)/D):	

Sieve Analysis of Fine and Coarse Aggregates (T 27)

	Mass per Sieve	% Retained per Sieve	% Passing		Specification: % Passing	
Sieve	Unwashed	Unwashed	Unwashed	Report		
3/8"	0.0	0.0	100	100.0	100.0	
No. 4	14.2	2.8	97.2	97.2	95 - 100	
No. 8	37.3	7.3	92.7	92.7	80 - 100	
No. 16	117.2	23.0	77.0	77.0	50 - 85	
No.30	273.9	53.7	46.3	46.3	25 - 60	
No. 50	425.1	83.3	16.7	16.7	5 - 30	
No.100	484.1	94.9	5.1	5.1	0 - 10	
No. 200	504.2	98.8	1.2	1.2	0 - 2	
Pan	510.1	100.0				
Sub Total	510.1					

Fineness Modulus	2.650

General Comments	Sample tested as Delivered

Results Within Specification Limits: ☑ Results Outside Specification Limits: ☐

BID SPECIFICATIONS

IFB0778-101416

TITLE: FY16 Winter Road Maintenance Sand
Street Department, City of Nashua, NH

The City of Nashua, Division of Public Works is requesting bids for the purchase of Winter Road Maintenance Sand. The Division has historically used between 2000 and 6000 tons per year of material. All deliveries are made to the Street Department, 9 Stadium Drive, Nashua, NH 03062. The material must meet the following specifications:

- The sand must be free of all stones with 95-100% passing a #4 sieve.
- 80-100% must pass a #8 sieve.
- 50-85% must pass a #16 sieve.
- 25-60% must pass a #30 sieve.
- 10-30% must pass a #50 sieve.
- No more than 10% must pass a #100 sieve
- The sand must have a Fineness Modulus of not less than 2.2.

Bidders must submit a sieve analysis of a sample and the Fineness Modulus calculation with each bid.

All material will be free of frost, silt and clay.

All material will be delivered within 4 days of an order being placed. The quantity delivered will be sufficient to prevent emergency situations The orders will be placed by the Superintendent of Streets or his authorized representative.

All bids are to be quoted based on a Per Ton price.

The minimum delivery will be 20-ton shipments

All trucks delivering sand must be weighed in accordance with New Hampshire **RSA 438, Part Agr1403.14.** The City of Nashua reserves the right to reweigh randomly selected vehicles in order to verify the weight of the product being delivered. The weighing will take place at the Four Hills Landfill, 840 West Hollis Street, Nashua NH. No fee for such weighing will be charged by the City of Nashua to the supplier of the product.

All prices are FOB delivered to the Street Department at 9 Stadium Drive, Nashua NH 03062.

THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

October 27, 2016
Memo #17-067

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PURCHASE OF ONE (1) FORD F350 UTILITY BODY TRUCK (VALUE: $48,232)
DEPARTMENT: 161 STREETS; FUND: TRUST
ACTIVITY: CERF

Please see the attached communication from Jonathan Ibarra, Superintendent Street Department dated October 27, 2016 for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures** A. (3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Superintendent of the Street Department, Board of Public Works (October 27, 2016) and the Purchasing Department recommend awarding this purchase in the amount of **$48,232** to **MHQ** of **Shrewsbury, MA.**

Respectfully,

Dan Kodken
Purchasing Manager

Cc: J Ibarra L Fauteux

229 Main Street • Nashua, New Hampshire 03061 • Phone (603) 589-3330 • Fax (603) 589-3344

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: October 27, 2016

From: Jon Ibarra, Superintendent
Street Department

Re: Purchase of a F350

A. Motion: To approve the purchase of a 2017 Ford F350 Utility Body Truck from MHQ of Shrewsbury, MA for the price of $48,232 pursuant to the State of Massachusetts Plymouth County Contract. Funding will be through Department: 161 Street; Fund: Trust; Activity: CERF

Attachments: Quote sheet

Discussion: The Street Department currently operates #53 a ¾ Ton Chevrolet Utility Body Pickup Truck on CERF for FY17. In September a quote was requested from MHQ based on the Plymouth County Contract for 2016. Truck #53 is a 2005 Chevrolet CK2500 4x4 Utility Body Truck used as a masons vehicle and for winter snow operations. It currently has 85,000 miles and requires frequent repairs to remain a reliable front line vehicle.

The replacement F350 will be equipped like for like with the exception of having dual rear wheels which will increase its payload capacity when carrying mason supplies and towing the mason's trailer. This is a planned CERF FY17 purchase.

The current CK2500 will be kept as a back line vehicle until it is no longer feasible to repair.

MHQ
VEHICLES ■ EQUIPMENT ■ GEAR

QUOTE

CUSTOMER

Contact Name: John Stewart
Company/Dept: Div. of Public works
Street Address: 9 Stadium Drive
City, State, Zip: Nashua, NH 03062
Phone: 603-589-4714
E-Mail: stewartj@nashuanh.gov

Date: August 19, 2016
Valid for:
Customer #:
Contract: Plymouth County
Sales Rep: Kris Wright

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
15-25	2017 F350 DRW Chassis, 145" WB, 60" CA	$25,273.00	1	$25,273.00
	Omaha Orange, Factory Special Paint	623.00	1	623.00
	Four Wheel Drive	3,995.00	1	3995.00
90L	Power Windows, Locks and Power Heated Mirrors	890.00	1	890.00
473	Plow Prep Package	83.00	1	83.00
52B	Electronic Trailer Brake Controller	262.00	1	262.00
22.17	Trailer plug: Pin or Ford Factory Plug	175.00	1	175.00
22.14	Class III receiver hitch	395.00	1	395.00
18B	Black Molded Running Boards	311.00	1	311.00
T8.03	9' Steel Utility Body for DRW Chassis	8,195.00	1	8195.00
T1.08	Whelen L31HAF LED Beacon on cab roof	395.00	1	395.00
T1.20	(2) 700 Series Amber LEDs on back of body	475.00	1	475.00
T2.19	9' Fisher HD Snow Plow	5,995.00	1	5995.00
T2.30	Bolt on Steel Cutting Edge	245.00	1	245.00
T6.08	Steel Bulkhead for Utility Body	695.00	1	695.00
	Factory Shop Manual (CD Version)	225.00	1	225.00
			TAX:	
			TOTAL:	**$48,232.00**

TERMS AND CONDITIONS

M.G.L c. 30B applies to the procurement of all commodities quoted. Contract items have been collectively purchased pursuant to M.G.L c 30B sec 1c and M.G.L c.7 sec 22B. The government body is responsible to determine the applicibility of M.G.L. c30B to off contract items, but not limited to, off contract items that have already been properly procured under M.G.L. c30B sec 1c and M.G.L. c7 sec 22A (purchases from a vendor on contract with the Commonwealth), other contracts procured under M.G.L. c30B sec 1c and M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be proccured under M.G.L. c. 30B.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x _____
PRINT NAME

x _____
TITLE

MHQ Inc. 401 Elm St. Marlborough, MA 01532
Kris Wright 508-573-2618 kwright@mhq.com

THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

October 27, 2016
Memo #17-068

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PURCHASE ONE (1) 2016 LEEBOY 7000C ASPHALT PAVER (VALUE: $108,981)
DEPARTMENT: 161 STREETS; FUND: TRUST
ACTIVITY: CERF

Please see the attached communication from Jonathan Ibarra, Superintendent Street Department dated October 27, 2016 for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures** A. (3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Superintendent of the Street Department, Board of Public Works (October 27, 2016) and the Purchasing Department recommend awarding this purchase in the amount of **$108,981** to **Ambrose Equipment** of **Hooksett, NH.**

Respectfully,

Dan Kooken
Purchasing Manager

Cc: J Ibarra L Fauteux

229 Main Street • Nashua, New Hampshire 03061 • Phone (603) 589-3330 • Fax (603) 589-3344

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: October 27, 2016

From: Jon Ibarra, Superintendent
Street Department

Re: Purchase of a 2016 LeeBoy 7000C Asphalt Paver

B. Motion: To approve the purchase of a 2016 LeeBoy 7000C Asphalt Paver from Ambrose Equipment, Hooksett NH for the price of $108, 981.25 pursuant to the National Joint Powers Alliance (NJPA) contract #113012-VTL. Funding will be through Department: 161 Street; Fund: Trust; Activity: CERF.

Attachments: Quote sheet

Discussion: The Street Department currently operates #97 a 1999 Neal Paver that currently has approximately 1,800 hrs. The paver is in need of major repairs to the feed screeds and the engine cooling system. Neal Paver, the manufacturer, is out of business and replacement parts are not available.

The new LeeBoy 7000C is a 6 ton state of the art paver with full hydraulic controls, hydrostatic drive, automatic track adjusters, 4 LED work lights, multiple propane burners for the main screed and extensions, it also has the ability to be operated from either side of the machine.

The current Neal Paver will be traded to help offset the cost of purchase of the LeeBoy 7000C Asphalt Paver.

AMBROSE EQUIPMENT CO.

AMBROSE EQUIPMENT CO., INC.

1401 Hooksett Road
Hooksett, NH 03106
(603) 644-8787
Fax: (603) 644-8747

1 Madison Street
Plainville, MA 02762
(508) 643-0044
Fax: (508) 643-0034

Supplying New England with World Class Equipment for nearly 30 years!
www.AmbroseEquipment.com

Ship To: SAME AS BELOW

Branch		
01 - HOOKSETT		
Date	Time	Page
09/15/2016	14:35:37 (O)	1
Account No.	Phone No.	Estimate No.
NASHU001	6035893175	Q02037
Ship Via	Purchase Order	
	NEED PO	
JONATHAN E HARKNESS	Salesperson	JEH

Invoice To: NASHUA, CITY OF - CENTRAL PURCHASING
ATTN: ACCOUNTS PAYABLE
P O BOX 2019
NASHUA NH 03061-2019

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 10/14/2016 Amount

****
NJPA CONTRACT #: 113012-VTL
****

Stock #: W002751 Serial #: 137678 113981.25
New 2016 LB 7000C
New 2016 LEEBOY 7000C PAVER
****INCLUDING THE FOLLOWING OPTIONS****

7000C PAVER LEEBOY L7000C KUB 65HP 4F	$ 114,900.00
LED WORK LIGHT PACKAGE (4 LIGHTS)	$ 1,200.00
982111 HOSE REEL	$ 775.00
TOTAL:	$ 116,875.00
NJPA DISCOUNT (5%)	$ (5,843.75)
TOTAL NJPA LIST PRICE:	$ 111,031.25
TRADE IN-1999 NEAL DM5500	
SN DM550-0072-0409	$ (5,000.00)
FREIGHT SPECIAL ONE TIME PRICING	$ 2,950.00
TOTAL PRICING DELIVERED TO AGENCY	$ 108,981.25

****
Possible Options, Manufacture List Price:

TRUCK HITCH	$ 7,200.00
FAIL-SAFE BRAKE W/ ANTI-CREEP	$ 2,050.00
SECOND SEAT	$ 550.00
SONIC AUGER, SENSORS AND CORDS	$ 4,875.00
ELECTRIC SCREWS FOR GRADE CONTROL	$ 2,450.00
WIRING ONLY, GRADE CONTROLS (TOPCON)	$ 3,950.00
SONIC GRADE CONTROL, ONE SIDE (TOPCON)	$ 9,950.00

****

Sale # 01 Subtotal: 113981.25
TOTAL: 113981.25

AMBROSE EQUIPMENT CO.

AMBROSE EQUIPMENT CO., INC.

1401 Hooksett Road
Hooksett, NH 03106
(603) 644-8787
Fax: (603) 644-8747

1 Madison Street
Plainville, MA 02762
(508) 643-0044
Fax: (508) 643-0034

Supplying New England with World Class Equipment for nearly 30 years!
www.AmbroseEquipment.com

Ship To: SAME AS BELOW

Branch		
01 - HOOKSETT		
Date	Time	Page
09/15/2016	14:35:37 (O)	2
Account No.	Phone No.	Estimate No.
NASHU001	6035893175	Q02037 04
Ship Via	Purchase Order	
	NEED PO	
JONATHAN E HARKNESS	Salesperson	JEH

Invoice To: NASHUA, CITY OF - CENTRAL PURCHASING
ATTN: ACCOUNTS PAYABLE
P O BOX 2019
NASHUA NH 03061-2019

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E ** EXPIRY DATE: 10/14/2016	Amount
	Trade Ins	
	=========	
USED 1999 NEAL DM5500 ASPHALT PAVER		
HOURS??		
Serial #: DM550-0072-0409		5000.00-
	Trade In Total:	5000.00-
	Subtotal:	108981.25
Authorization: _____	Quote Total:	108981.25

THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

October 27, 2016
Memo #17-069

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: TO APPROVE THE PURCHASE OF RECYCLING AND TRASH CARTS FROM TOTER INC. (VALUE: NOT TO EXCEED $145,000)
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE

Please see the attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated October 27, 2016 for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures** A. (5) Purchases from a sole manufacturer where it is determined to be more efficient and economical to reduce costs of maintenance of additional repair parts, supplies or services.

The Solid Waste Department Superintendent, Board of Public Works (October 27, 2016 meeting) and the Purchasing Department recommend the award of this purchase in an amount **not to exceed $145,000** to **Toter Inc.** of **Statesville, North Carolina.**

Respectfully,

Dan Kooken
Purchasing Manager

Cc: J Lafleur L Fauteux

229 Main Street • Nashua, New Hampshire 03061 • Phone (603) 589-3330 • Fax (603) 589-3344

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: October 27, 2016

From: Jeff Lafleur, Superintendent
Solid Waste Department

Re: To approve the purchase of Recycling and Trash carts from Toter Inc.

A. Motion: To approve the purchase of recycling and trash carts for curbside collection in an amount not-to-exceed $145,000 from Toter Inc. located in Statesville, North Carolina. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 71 Equipment.

Discussion: Toter Inc. has been the vendor supplying trash and recycling carts for the City of Nashua since 2003 when the automated trash collection program started. The curbside recycling program has grown immensely and the demands for recycling carts are on the rise.

In October 2002 (RFP #0721-110802), a nine member committee comprised of DPW, BPW, and Purchasing officials as well as a representative of the Board of Aldermen and the general public interviewed prospective vendors and evaluated their proposals. Toter Inc. was chosen and has been providing a quality product and excellent service as well as honoring warranty claims presented.