

FINANCE COMMITTEE

FEBRUARY 19, 2020

7:00 pm

City Hall – Room 208

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Dan Kooken, Purchasing Manager
Re: Renewal of Software for Dispatch and Records System (Value: \$66,795) Department: 150 Police;
Fund: Software Maintenance

From: Dan Kooken, Purchasing Manager
Re: Purchase of NPD Bulletproof Vests (Value: \$27,625) Department: 150 Police; Fund: 2018
Bulletproof Vest Partnership Grant \$5,688; 2019 Bulletproof Vest Partnership Grant \$8,125 and
Protective Clothing Account \$13,813

From: Dan Kooken, Purchasing Manager
Re: FY21 Biodiesel Fuel – City of Nashua (Value Estimated \$24,263) Department: 186 Transportation;
Fund: FTA Grant

From: Dan Kooken, Purchasing Manager
Re: 2020-22 Cyclical Revaluation Contract (Value: \$1,125,000) Department: 132 Assessing; Fund:
Bond

From: Dan Kooken, Purchasing Manager
Re: Aldermanic Chamber Upgrades (Value: \$58,835) Department: 129 City Buildings; Fund: PEG

UNFINISHED BUSINESS - None

NEW BUSINESS – RESOLUTIONS - None

NEW BUSINESS – ORDINANCES - None

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION - None

ADJOURNMENT



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 13, 2020

Memo #20-080

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: RENEWAL OF SOFTWARE FOR DISPATCH AND RECORDS SYSTEM (VALUE:
\$66,795)
DEPARTMENT: 150 POLICE; FUND: SOFTWARE MAINTENANCE

Please see attached communications from Karen A. Smith, Business Manager dated January 30, 2020 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 Nashua Police Department and the Purchasing Department recommend the renewal of this product from **Tritech Software Systems of Lake Mary, FL** in the amount of **\$66,795**.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: K Smith M Carignan

NASHUA POLICE
DEPARTMENT

Date: 30 January 2020



Intradepartmental Communication

To: CFO Dan Kooken

From: Karen A. Smith, Business Manager

Subject: Trittech Public Safety Software Maintenance

The Nashua Police Department recommends renewing the maintenance for software with Trittech Software for the Dispatch and Records System for the twenty-one items included in the enclosed itemized invoice totaling \$66,795. Funding is available in the department's software maintenance budget for this purpose.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karen A. Smith".

Karen A. Smith
Business Manager



Invoice

Invoice No	Date	Page
258101	12/01/2019	1 of 3

Tritach Software Systems, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746
 www.centrsquare.com
 Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centrsquare.com

Bill To
 City of Nashua - Nashua Police Department
 Panther Drive
 Nashua NH 03061
 United States

Ship To
 City of Nashua - Nashua Police Department
 Panther Drive
 Nashua NH 03061
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
14570	Nashua Police, NH		USD	Net 30	12/31/2019

	Description	Units	Rate	Extended
1	Admin Clients (Pop. Based) Annual Maintenance Fee - Annual Maintenance Fee Admin (Pop. Based) Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$1,990.00	\$1,990.00
2	Bar Coding Police Property Annual Maintenance Fee - Annual Maintenance Fee Bar Code Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$1,710.00	\$1,710.00
3	Cross Agency Site Data Share Annual Maintenance Fee - Annual Maintenance Fee Cross Agency Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$985.00	\$985.00
4	ODBC Data Dictionary Files (DDF's) Annual Maintenance Fee - Annual Maintenance Fee DDF Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$1,120.00	\$1,120.00
5	Detective Client (Pop. Based) Annual Maintenance Fee - Annual Maintenance Fee Detective (Pop. Based) Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$1,690.00	\$1,690.00
6	Dispatch (Pop. Based) Annual Maintenance Fee - Annual Maintenance Fee Dispatch (Pop. Based) Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$10,145.00	\$10,145.00
7	Law Records Forms Package Annual Maintenance Fee - Annual Maintenance Fee Doc Forms/Word Interface Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$4,510.00	\$4,510.00
8	AN/ALI e911 ServeR Annual Maintenance Fee - Annual Maintenance Fee E911 Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$1,035.00	\$1,035.00



Invoice

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258101	12/01/2019	2 of 3

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
14570	Nashua Police, NH		USD	Net 30	12/31/2019

	Description	Units	Rate	Extended
9	Fingerprint Interface Annual Maintenance Fee - Annual Maintenance Fee Fingerprint Interface Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$3,365.00	\$3,365.00
10	Gang Module Annual Maintenance Fee - Annual Maintenance Fee Gang Module Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$1,160.00	\$1,160.00
11	Hunter Systems Booking Camera Interface Annual Maintenance F - Annual Maintenance Fee Hunter Interface Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$115.00	\$115.00
12	Law Imaging and Photo Lineup Annual Maintenance Fee - Annual Maintenance Fee Imaging Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$3,380.00	\$3,380.00
13	Mapping - Google Based Annual Maintenance Fee - Annual Maintenance Fee Mapping Google Based Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$2,865.00	\$2,865.00
14	Mobile Law/Fire Message Server Annual Maintenance Fee - Annual Maintenance Fee Mobile (Pop. Based) Maintenance: Start: 1/01/2020, End: 12/31/2020	1	\$3,380.00	\$3,380.00
15	Mobile / FBR Clients Annual Maintenance Fee - Annual Maintenance Fee Mobile/FBR Clients Maintenance: Start: 1/01/2020, End: 12/31/2020	40	\$225.38	\$9,015.00
16	Paging Additional Seats Annual Maintenance Fee - Annual Maintenance Fee Paging Additional Seats Maintenance: Start: 1/01/2020, End: 12/31/2020	6	\$112.50	\$675.00



Invoice

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
14570	Nashua Police, NH		USD	Net 30	12/31/2019

	Description	Units	Rate	Extended
17	Paging First Seat Annual Maintenance Fee - Annual Maintenance Fee Paging First Seat Maintenance: Start:1/01/2020, End: 12/31/2020	1	\$450.00	\$450.00
18	Pervasive License Annual Maintenance Fee - Annual Maintenance Fee Pervasive Maintenance: Start:1/01/2020, End: 12/31/2020	1	\$5,320.00	\$5,320.00
19	Quest Annual Maintenance Fee - Annual Maintenance Fee Quest Maintenance: Start:1/01/2020, End: 12/31/2020	1	\$1,035.00	\$1,035.00
20	Records (Pop. Based) Annual Maintenance Fee - Annual Maintenance Fee Records (Pop. Based) Maintenance: Start:1/01/2020, End: 12/31/2020	1	\$7,435.00	\$7,435.00
21	State Interface (Pop. Based) Annual Maintenance Fee - Annual Maintenance Fee State Interface (Pop. Based) Maintenance: Start:1/01/2020, End: 12/31/2020	1	\$5,415.00	\$5,415.00

Please include invoice number(s) on your remittance advice,
 made payable to Tritech Software Systems
 ACH / EFT:
 Routing Number 121000248
 Account Number 4124806100
 Wells Fargo (Phone 800-869-3557)
 E-mail payment details to: Accounts.Receivable@centalsquare.com

Subtotal	\$66,795.00
Tax	\$0.00
Invoice Total	\$66,795.00
Payments Applied	\$0.00
Balance Due	\$66,795.00

Check:
 PO Box 203223
 Dallas, TX 75320-3223



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 13, 2020

Memo #20-081

TO: MAYOR DONCHESS
FINANCE COMMITTEE

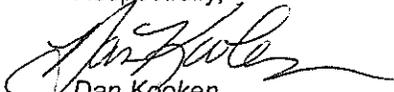
SUBJECT: PURCHASE OF NPD BULLETPROOF VESTS (VALUE: \$27,625)
DEPARTMENT: 150 POLICE; FUND: 2018 BULLETPROOF VEST PARTNERSHIP
GRANT \$5,688, 2019 BULLETPROOF VEST PARTNERSHIP GRANT \$8,125 AND
PROTECTIVE CLOTHING ACCOUNT \$13,813

Please see attached communications from Karen A. Smith, Business Manager dated January 30, 2020 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 this product from **Atlantic Tactical Inc. of New Cumberland, PA** in the amount of **\$27,625**.

Respectfully,


Dan Kooker
Purchasing Manager

Cc: K Smith M Carignan



Intradepartmental Communication

To: Dan Kooken, Purchasing Manager

From: Karen A. Smith, Business Manager

Subject: Nashua Police Department Bulletproof Vests

The Nashua Police Department (NPD) is requesting to purchase thirty-four (34) second chance SX Level II bulletproof vests as needed during fiscal FY20 budget year. Nineteen (19) of the vests are part of the five year manufacturer replacement schedule for vest with expiration dates prior to June 30th. The balance of fifteen (15) vests is anticipated for potential new hire recruits as need for the fiscal year. The current vests are being retained for use during training such as simunitions.

The Nashua Police Department recommends purchasing the vest order from Atlantic Tactical of New Cumberland, PA under State of New Hampshire contract #8001970. Funding is available in the 2018 and 2019 Bulletproof Vest Partnership Grant for a portion of the vest purchase price. The Police Department's required match will be funded from the Department's Protective Clothing account.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen A. Smith".

Karen A. Smith
Business Manager

STATE OF NEW HAMPSHIRE
Dept. of Administrative Services
Div. of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

Date: May 17, 2019

NOTICE OF CONTRACT -REVISION
(New vendor contact)

COMMODITY: SAFARILAND™ BODY ARMOR

CONTRACT NO.: #8001970 **NIGP:** 680-0815

VENDOR: Atlantic Tactical Inc **VENDOR #:** VC #254684 B001
763 Corporate Circle
New Cumberland PA 17070

CONTACT PERSON(S): Paul Newsham, Regional Account Manager
Mobile: (603) 722-9476 / Toll Free: (800) 781-2677
Fax: (717)-774-4463
E-Mail: Paul.Newsham@atlantictactical.com

Thomas Caruso
Tel. No.: #800-781-2677 X1142 or 717-774-3339 X1142
Fax No.: #717-774-4463
E-Mail: tom.caruso@atlantictactical.com

EFFECTIVE FROM: March 1, 2016 through February 28, 2019
EXTENDED March 1, 2019 through February 28, 2021

PAYMENT & TERMS: Payments shall be made via Procurement Card (P-Card –Visa Credit Card). Orders charged upon delivery/shipment.

The resulting contract has mandatory Procurement Card usage for agencies enrolled in the State P-Card Program.

PRICE DISCOUNTS: Discounts off Safariland published price for tactical soft armor, tactical hard armor, concealable & accessories:

ABA	50% off list
Second Chance	50% off list
Protech	50% off list
Duty Gear and Equipment	40% off list

PRICE LISTS: Price lists shall also be provided to agencies upon request. Other discount manufacturing also available upon request.

DELIVERY TERMS: F.O.B. Destination to any location within the State of New Hampshire

QUESTIONS: Direct any questions to Loretta Razin, 603-271-0579 or Loretta.Razin@NH.Gov.

ORDERING: State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish

a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

MINIMUM ORDERS:

There is no minimum order required under this contract. Delivery is to be accomplished within 45 working days from the date the order is placed.

BACKORDERS:

The Contractor must immediately notify the state agency if any item is not available for delivery in the required time frame, and must indicate the anticipated delivery date of that item. Contractor will complete delivery of all other items on the order and will deliver backordered items as soon they become available. Invoice shall indicate 'partial shipment'.

OTHER ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school district or precinct, or other governmental organization, or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, shall be eligible to participate under this contract if they so choose; (RSA 21-I:17). Eligible participants will negotiate their own payment methods with awarded contractor.

BALANCE OF PRODUCT LINE ITEMS

During the term of contract, the state may purchase other items in relation to the Safariland™ Body Armor from the successful Contractor's Balance of Product Line. All items ordered will include all shipping/charges.

MINIMUM SPECIFICATIONS AND STANDARDS:

SAFARILAND™ Manufacturing body armor:

- A. National Institute of Justice (NIJ) Ballistic Resistance of Armor Standard 0101.06 and (NIJ) Stab Resistance of Armor Standard 01115.00, unless and until new JJJ Standards are published and made effective.
- B. Body armor offered must be identified and listed according to the applicable NIJ threat levels on the attached pricing sheets. These levels are:
 1. Ballistic Resistant Body Armor NIJ 0101.06
 - a. Level IIA
 - b. Level II
 - c. Level IIIA
 2. Stab Resistant Body Armor NIJ 0115.00 (includes spike & edged blade)
 - a. Protection Class Spike Level 1, 2, 3 and Protection Class Edged Blade Level 1, 2, 3
 3. Dual-Purpose Ballistic and Spike (and or edged blade)
 - a. All vests offered as dual purpose must have passed NIJ CTP testing under each product type, provide documentation and be published on both appropriate Compliant Products List (CPL) to be responsive.
 4. Additional NIJ-0101.06 Certified Body Armor Products (include CPL Model #)
 - a. Level III-Hard armor or plate inserts, or Flexible armor
 - b. Level IV-Horn armor or plate inserts or Flexible armor
 - c. Tactical Ballistic Body Armor model offered shall include CTP test results and identify the model description number associated to the CPL.

- C. ISO 9001 Quality Assurance Certification (if pending, requires supporting documentation).
- D. All body armor models including ballistic, concealable, tactical, ballistic/stab resistant and any other type of body armor that include the option of additional trauma or hard armor plate protection shall have the plate pocket permanently secured to the body armor carrier on three sides (both sides and the bottom).

Vests shall provide front, back and side protection per specifications below and must be available in both male and female configuration for all sizes. Workmanship and construction details, cutting, stitching, and finishing shall be in all cases in accordance with first-class commercial textile standard practices for the intended purposes. All equipment must or exceed the following requirements.

- Federal Standard NIJ-STD 0101.06 or any subsequent revision
- Federal Standard No. 751, Stitches, Seams and Stitching
- Six Point Adjustable Straps
- Ballistic Panel Covers. Waterproof, permanently covered with semi-permeable material which allows gases and heat to pass through, but prevents liquids and moisture from penetrating; moisture-vapor barrier, prevents fuels, body oils or repellents from contaminating the ballistic panel and will not cause negative impact on waterproof properties of the cover
- All suspension and fastening straps must be removable on both male and female vests
- Trauma plates 5" x 8"; soft
- Vests shall be adjustable with removable suspension and fastening straps and shall provide front, back and side protection and available in male & female sizes.
- All sizing, measurements and final fitting shall be done at no expense to the State.

VEST CONFIGURATION

This section shall describe the general configuration desired by the State of New Hampshire.

- Vest type is slip-over style, covering most of upper torso; four neoprene or elastic straps with hook and pile fasteners for adjustable positioning and comfort
- Front ballistic panel is contoured, with scoop neck, to cover chest area approximately to collarbone area; chest/bicep region cut with sufficient space to prevent irritation and restriction during routine duties.
- Rear ballistic panel shall cover torso back (in a standing position), to within 4"(\pm) of top of duty belt; and in a sitting position to within 2"(\pm) of top of duty belt
- Panels shall be removable by zipper or Velcro opening

VEST FIT

A factory-trained representative, distributor/dealer, or a designated State Agency employee who has been trained in the proper fitting of the vests, shall take individual measurements.

Measurements must take into account proper fit, special fitting considerations for duty gear and in MIJ standards or guidance.

Modification & adjustments to any garment that has been issued to an officer for which it was originally constructed, that does not fit properly, shall be returned for modification to the manufacturer within 30-days of delivery. All such required modifications shall be completed & returned to the requesting agency within fourteen (14) calendar days without any additional cost unless mutually agreed upon by the state and the contractor.

CARRIER

Material shall be constructed of a breathable fabric with zippered or Velcro opening for insertion of ballistic panel. Straps shall be adjustable and removable; made from neoprene material or high quality elastic cut squarely from a rolled stock with anchor stitching.

COLOR

The State will determine the color. Coloring shall be permanent and not "bleed" onto other garments. In the event the garment bleeds, contractor may be held liable for any damages on personal clothing and/or equipment.

All fasteners, hooks, pile, snaps, webbing, release buckles, & zippers shall be high quality and of a color similar to garment.

WARRANTY:

Manufacturer shall provide a five (5) year warranty from date of issue, that vest will meet the ballistic-resistant and deformation requirements as per Federal NIJ-STD 0101.06 velocities and test methods. Concealable covers shall have a minimum 12-month warranty from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

WARRANTY REPLACEMENTS:

All armor panels requiring warranty work shall be returned to the using agency within fourteen (14) days. In the event of ballistic or sharp instrument confrontation, said vest will be replaced with a new, unused identical styled unit. Delivery shall be fourteen (14) days upon formal notification unless mutually agreed upon between the using agency and the contractor.

VEST LABELS

Each vest shall be labeled to include the following: name of manufacturer and location armor was manufactured, threat level, NIJ-STD 0101.06, date of manufacture, size, serial number, lot number, style designation and officer's name. The manufacturer may, at its option, include a catalog number for supplier or distributor convenience, provided that such number is properly identified and totally separate from the model/style designation line. Labels shall remain readable throughout the warranty period.

CARE INSTRUCTIONS:

The manufacturer shall offer instruction or provide presentations as requested by State regarding the care, instruction, usage and limitation of bullet-resistant and stab-resistant armor. Briefings to training classes regarding proper fit, care and maintenance during the fitting and measurement visits may also be required.

RECALL NOTICES:

Manufacturer will be responsible for notifying the State of recall notices, warranty replacements, safety notices or any applicable notice regarding the products being sold. Manufacturer must notify the State of all recalls, warranty replacements, safety notices, etc. in writing within 30 calendar days. Failure to notify the State may result in the immediate cancellation of award.

CONCEALABLE ARMOR

Part Number	Description	MSI Model	2018 MSRP	CONCEALABLE ARMOR
SBA-P MC-1A309-4/TD1 Panel Set Unstructured	PRISM MT Level 6A2 Spine 3, AS - Female Unstructured	M3-SA309-4/TD1	\$ 1,290.00	475.00
IMPAC - Handgun Threats				
1001618	IMPAC HT 5X7 Single Curve Rectangle	N/A	\$ 129.00	80.00
1001619	IMPAC HTF 5X7 Single Curve Rectangle Female	N/A	\$ 120.00	60.00
1001628	IMPAC HT 5X8 Single Curve Rectangle	N/A	\$ 129.00	80.00
1001625	IMPAC HT 7X9 Single Curve Rectangle	N/A	\$ 150.00	75.00
1001635	IMPAC HT 10X12 Single Curve Shooters Cut	N/A	\$ 220.00	110.00
1001639	IMPAC HT 10X12 Single Curve Rectangle	N/A	\$ 220.00	110.00
IMPAC-HI1 (Handgun Threat/Spine 1)				
1168037	IMPAC HI1F 5X7 Single Curve Rectangle Female	N/A	\$ 140.00	70.00
1176149	IMPAC HI1 5X7 Single Curve Rectangle	N/A	\$ 140.00	70.00
1168031	IMPAC HI1 5X8 Single Curve Rectangle	N/A	\$ 140.00	70.00
1169415	IMPAC HI1 7X9 Single Curve Rectangle	N/A	\$ 165.00	82.50
1169416	IMPAC HI1 10X12 Single Curve Shooters Cut	N/A	\$ 235.00	117.50
IMPAC - CTDT (Corrections/Duty Threats)				
1154482	IMPAC CTDT 5X7 Single Curve Rectangle	N/A	\$ 80.00	40.00
1154483	IMPAC CTDT 5X8 Single Curve Rectangle	N/A	\$ 80.00	40.00
1154491	IMPAC CTDT 7X9 Single Curve Rectangle	N/A	\$ 100.00	50.00
1154490	IMPAC CTDT 10X12 Single Curve Shooters Cut	N/A	\$ 140.00	70.00
IMPAC-MT (Milit-Threats)				
1001620	IMPAC MT 5X7 Single Curve Rectangle	N/A	\$ 150.00	75.00
1001632	IMPAC MT 5X8 Single Curve Rectangle	N/A	\$ 150.00	75.00
1001638	IMPAC MT 7X9 Single Curve Rectangle	N/A	\$ 190.00	95.00
1001638	IMPAC MT 10X12 Single Curve Shooters Cut	N/A	\$ 260.00	130.00
IMPAC-RT (Rifle Threats, Use with Over Carriers Only)				
1001631	IMPAC RT 5X7 Single Curve Rectangle	N/A	\$ 450.00	225.00
1001633	IMPAC RT 5X8 Single Curve Rectangle	N/A	\$ 450.00	225.00
1001609	IMPAC RT 7X9 Single Curve Rectangle	N/A	\$ 500.00	250.00
TRAUMATABLA HARD				
1002536	Polycarb 10X12 Single Curve Shooters Cut	N/A	\$ 40.00	20.00
1002535	Polycarb 10X12 Single Curve Rectangle	N/A	\$ 40.00	20.00
1153322	SHOCK 047X5X8 Multi Curve SA	N/A	\$ 30.00	15.00
1153323	SHOCK 047X5X7 MC SA Female	N/A	\$ 30.00	15.00
TRAUMATABLA SOFT				
SBA-HWP-5X7	Hardwre Trauma Plate 5" X 7"	N/A	\$ 85.00	42.50
SBA-HWP-5X8	Hardwre Trauma Plate 5" X 8"	N/A	\$ 85.00	42.50
SBA-HWP-7X9	Hardwre Trauma Plate 7" X 9"	N/A	\$ 95.00	47.50
SBA-MAP-5X7	Monarch Soft Trauma Plate 5" X 7"	N/A	\$ 85.00	42.50
SBA-MAP-5X8	Monarch Soft Trauma Plate 5" X 8"	N/A	\$ 85.00	42.50
SBA-MAP-7X9	Monarch Soft Trauma Plate 7" X 9"	N/A	\$ 95.00	47.50
SBA-STP-5X7	Soft Trauma Plate 5" X 7"	N/A	\$ 35.00	17.50
SBA-STP-5X8	Soft Trauma Plate 5" X 8"	N/A	\$ 35.00	17.50
SBA-STP-7X9	Soft Trauma Plate 7" X 9"	N/A	\$ 40.00	20.00
COVERT CARRIERS (Always Carry Concealable Back Carrier)				
COVERT CARRIERS				
SBA-G P1 PolyStretch Ripstop Carrier	P1 Concealable Carrier	N/A	\$ 210.00	105.00
SBA-G M1 Nylon Ripstop Carrier	M1 Concealable Carrier	N/A	\$ 150.00	75.00
SBA-G E1 MicroFiber Carrier	E1 Concealable Carrier	N/A	\$ 100.00	50.00
Available Colors: Black, Navy, White, Tan and OD Green				
Ultra Concealable Carrier				
SBA-G F1 PolyStretch Covert Shirt Carrier	F1 Concealable Carrier	N/A	\$ 105.00	52.50
Available Colors: Black, White				

62.50



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 13, 2020

Memo #20-082

TO: MAYOR DONCHESS
FINANCE COMMITTEE

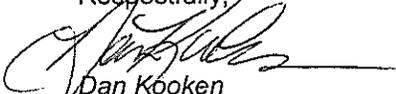
SUBJECT: FY21 BIODIESEL FUEL - CITY OF NASHUA (VALUE ESTIMATED \$24,263)
DEPARTMENT: 186 TRANSPORTATION; FUND: FTA GRANT

Please see attached communication to Dan Kooken, Purchasing Manager, from Camille Pattison, Transportation Manager, dated February 12, 2020 for information related to this contract award.

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 Transportation Manager and the Purchasing Department recommend the extension of the contract for B5 Bio-Diesel at \$2.4351 per gallon with an estimated amount of **\$24,263** for FY19 to **Dennis K. Burke of Tauton, MA.**

Respectfully,



Dan Kooken
Purchasing Manager

Cc: C. Pattison J. Graziano



City of Nashua

Community Development Division

City Hall, 229 Main Street, PO Box 2019
Nashua, New Hampshire 03061-2019

Community Development	589-3095
Planning and Zoning	589-3090
Building	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Economic Development	589-3070
Conservation Commission	589-3105
Transit Department	880-0100

www.gonashua.com

To: Dan Kookan, Purchasing Manager

From: Camille Pattison, Transportation Manager

Date: February 12, 2020

Re: **FY20 Bio-Diesel Fuel Contract for Nashua Transit**

History

In FY20 Nashua Transit sent out a bid for a fixed rate price for bio-diesel fuel. The RFP was posted on the City website under RFP0464-0426219 and sent to five known biodiesel suppliers. Three (3) bids were received as follows:

1. Santa Buckley Energy \$2.3982 per gallon
2. Dennis K. Burke – \$2.4351 per gallon
3. East River Energy – \$2.5703 per gallon

Although Santa Buckley Energy was the lowest bidder this vendor did not comply with bid submittal requests therefore eliminating them as a viable option for selection.

The City of Nashua entered into a contract with **Dennis K. Burke Inc., Tauton, MA**, for a period of twelve months expiring on June 30, 2020 with the option to extend for (1) year at the same price. Dennis K. Burke is a responsive and responsible company.

Current

The Community Development Division would like to exercise the option to extend the current contract for one year from July 1, 2020 through June 30, 2021, at a rate of \$2.4351 per gallon. Nashua Transit and the Purchasing Director determined that this is still a competitive rate. Bio-diesel is used to fuel two (2) electric hybrid 35' buses on an ongoing basis. It is also used to fuel two (2) older vans and 2 trolleys infrequently.



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

February 13, 2020
Memo #20-083

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: 2020-22 CYCLICAL REVALUATION CONTRACT (VALUE: \$1,125,000)
DEPARTMENT: 132 ASSESSING; FUND: BOND

Please see the attached communication from Kim Kleiner, Director of Administrative Services, to Mayor Donchess, dated February 13, 2020 for 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 Director of Administrative Services and the Purchasing Department recommend the award of this contract to **Vision Government Solutions of Hudson, MA** in the amount of **\$1,125,000**.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: K. Kleiner J. Graziano



THE CITY OF NASHUA

Administrative Services Division

"The Gate City"

To: Mayor Donchess
Finance Committee

From: Kim Kleiner, Director of Administrative Services

Date: February 13, 2020

Subject: Full Measure & List - Cyclical Revaluation

Funding for a Full Measure & List - Cyclical Revaluation was approved by the Board of Aldermen, Resolution R-19-159, on August 13, 2019 in the amount of \$1,300,000. On August 28, 2019, the City issued a Request for Proposals for Full Measure and List Appraisal and Revaluation, RFP0023-092619.

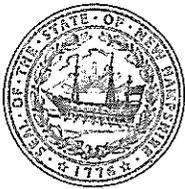
On September 5th, two firms attended a Non-Mandatory Pre-Proposal Meeting, Vision Government Solutions and Tyler Technologies. Four firms submitted proposals on September 26, 2019: Corcoran Consulting, Tyler Technologies, KRT Appraisal and Vision Government Solutions. Proposals ranged in price from \$1,400,000 to \$1,125,000, the lowest proposal from Vision Government Solutions.

A city committee, comprised of staff from Administrative Services, Assessing, Finance, Legal, Purchasing and Economic Development, reviewed the proposals, conducted interviews and recommended the selection of Vision Government Solutions.

On Monday, October 28th the Board of Assessors voted to recommend to the Board of Aldermen, the selection of Vision Government Solutions.

After extensive review and discussion with the city and pursuant to RSA 21-J:11, Vision Government Solutions submitted the contract to the NH Department of Revenue for its review and recommendations. Due to the Reassessment Order issued by the Board of Tax and Land Appeals (BTLA) on October 29, 2019, the contract also required approval by the Department of Revenue per Rev. 602. The NH Department of Revenue approved the contract on February 7th (see attached letter).

Therefore, we are submitting the contract with Vision Government Solutions, for the 2020-2022 Full Measure & List - Cyclical Revaluation, in the amount of \$1,125,000, for the Finance committee's approval and recommendation to the Board of Aldermen on February 25, 2020.



State of New Hampshire
Department of Revenue Administration

109 Pleasant Street
PO Box 487, Concord, NH 03302-0487
Telephone (603) 230-5000
www.revenue.nh.gov



MUNICIPAL AND PROPERTY
DIVISION
James P. Gerry
Director
Samuel T. Greene
Assistant Director

Lindsey M. Stepp
Commissioner
Carolynn J. Lear
Assistant Commissioner

February 7, 2020

City of Nashua
Attn: Kim Kleiner, Administrative Services Director
229 Main Street
Nashua, NH 03061

Re: 2020-22 Cyclical Revaluation Contract

Dear Ms. Kleiner,

Pursuant to RSA 21-J:11, the Contractor has submitted a contract to the Department (via email attachment on January 31, 2020) for its review and recommendations. The 2020-22 contract is the result of a Board of Tax and Land Appeals (BTLA) Reassessment Order and therefore also requires approval by the Department per Rev. 602.

The 2020-22 contract has been reviewed and the Department has attached a revised version with minor reference corrections. The Department is making no other contract language recommendations. The Department also approves the scope, contents and terms of the contract.

The DRA is also in receipt of insurance certificates, as required in Rev 607.01 (a) and the performance bond, as required in Rev 607.02. The Department suggests that the City require that all insurance and bonding be renewed as necessary; and to remain in force for the balance of the contract term. At present all Department conditions requisite for the signing of the contract by the contracting parties have been satisfied. Please provide renewed insurance and bond certificates when the present ones expire.

If you have any questions, please feel free to contact me at (603) 230-5963 or Samuel.Greene@dra.nh.gov.

Sincerely,


Sam Greene, Assistant Director
Municipal and Property Division

Cc. File

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

CYCLICAL REVALUATION CONTRACT BTLA REASSESSMENT ORDER

SUBJECT: "CYCLICAL REVALUATION" means the revaluation of all taxable and non-taxable properties in a Municipality, combining a complete measure and listing of all taxable and nontaxable properties over time, excluding utilities except for land, and updating an establishment of the new base year, to arrive at full and true value as of April 1.

The City of Nashua, NH, a municipal corporation organized and existing under the laws of the State of New Hampshire, hereinafter called Municipality; and, Vision Governmental Solutions a business organization existing under the laws of the Commonwealth of Massachusetts and registered to do business in New Hampshire as a Foreign Corporation, and having a principal place of business at, 1 Cabot Rd., Hudson, Massachusetts, hereinafter called Contractor, hereby mutually agree as follows:

1. GENERAL PROVISIONS

1.1. PARTIES

- | | |
|--|--|
| 1.1 Name of Municipality: | <u>City of Nashua</u> |
| 1.2 Mailing Address of Municipality: | <u>229 Main Street, Nashua, NH 03061</u>
James W. Donchess, Mayor |
| 1.3 Contracting Official(s) name(s) and Title(s) for Municipality: | <u>C/O Kim Kleiner, Administrative Services Director</u> |
| 1.4 Telephone and Fax numbers: | Phone: 603-589-3025
Fax: _____ |
| 1.5 E-mail Address, if applicable: | <u>kleinerk@nashuanh.gov</u> |
| <hr/> | |
| 1.6 Name of Contractor: | <u>Vision Government Solutions</u> |
| 1.7 Mailing Address of Contractor: | <u>1 Cabot Rd., Hudson, MA 01749</u> |
| 1.8 Principal Place of Business: | <u>Same as mailing address</u> |
| 1.9 E-mail Address, if applicable: | <u>sales@vgsi.com</u>
Phone: 800-628-1013 |
| 1.10 Telephone and Fax numbers: | Fax: 508-351-3798
_____ |
| 1.11 Name and Title of Authorized Contractor: | <u>Kevin Bullock, CFO</u> |
| 1.12 Type of Business Organization: | <u>C-Corporation</u> |
- 1.13.1 The Municipality approved legislation to fund this contract, Resolution R-19-159, on August 13, 2019. On August 28, 2019, the Municipality issued a Request for Proposals for Full Measure and List Appraisal and Revaluation.
- 1.13.2 On October 29, 2019, the Board of Tax and Land Appeals ordered the Municipality to complete a full revaluation by tax year 2022, including a full measure and listing of all properties in compliance with all applicable rules and regulations, including the DRA's Part 600 rules.

The BTLA was clear in its Order For Reassessment in recognizing that the City would require three years to perform the measuring and listing (Cyclical Inspections as defined by Rev. 601.15) of all Nashua properties. The City is, therefore, contracting a Cyclical Revaluation (as defined by Rev 601.16) which describes three calendar years of measuring and listing of all taxable, non-taxable and tax-exempt properties within the City followed by a revaluation for the 2022 tax year.

PART Rev 601 DEFINITIONS

Rev 601.01 “Abatement Review” means to make an assessment recommendation to the municipal assessing officials or to make a change to an assessment that is in response to an abatement request from a taxpayer.

Rev 601.02 “Appraisal” means the act or process of developing a market value estimate of property which will be used as the basis for valuation, fulfilling a municipality’s statutory duties relative to property tax administration including, but not limited to those pursuant to RSA 75:1.

Rev 601.05 “Assessing Services” means the making of appraisals, reappraisals, assessments, or providing other services on behalf of municipal assessing officials for the statutory administration of property valuation and assessment including, but not limited to those pursuant to RSA 75:1.

Rev 601.06 “Assessing Standards Board (ASB)” means the State of New Hampshire assessing standards board as established pursuant to RSA 21-J:14-a.

Rev 601.07 “Assessment” means an estimate of the quality, amount, size, features, or worth of real estate which is used as a basis for a municipalities’ valuation in accordance with statutory requirements including, but not limited to those pursuant to RSA 75:1.

Rev 601.08 “Base Year” means the tax year in which the municipality performed a revaluation of all properties.

Rev 601.09 “BTLA Reassessment” means an order by the State of New Hampshire board of tax and land appeals for a revaluation or partial update of a municipality’s property assessments.

Rev 601.10 “Calibration” means the process of ensuring the predictive accuracy of the CAMA model(s), through testing, which may include but not be limited to; determining the variable rates and adjustments from market analysis for land and land factors, costs and depreciation for a cost model, valuation rates and adjustments for a sales comparison model, and market rents and capitalization rates for an income model.

Rev 601.11 “Computer Assisted Mass Appraisal System (CAMA)” means a system of appraising property that incorporates computer-supported tables, automated valuation models and statistical analysis to assist the appraiser in estimating value for a revaluation, assessment data maintenance and valuation update.

Rev 601.13 “Contract” means any agreement between the municipality and the contractor for making appraisals, reappraisals, assessments, or for appraisal work on behalf of a municipality with the State of New Hampshire.

Rev 601.14 “Contractor” means the person, firm, company, or corporation with which the municipality has executed a contract or agreement for assessing services.

Rev 601.15 “Cyclical Inspection” means the process of a systematic measure and listing of all properties within a municipality over a specified period of time. The term includes “data collection” and “data verification.”

Rev 601.16 “Cyclical Revaluation” means the process of combining a full statistical revaluation of the entire municipality with a cyclical inspection process.

Rev 601.17 “Data Collection” means the inspection, measuring, or listing of property within a municipality. The term includes data verification.

Rev 601.20 “DRA-certified” means a level of certification attained by a person as set forth by the ASB in Asb 300 pursuant to RSA 21-J:14-f.

Rev 601.22 “Executed” means to transact, agree to, carry into effect, sign or act upon a contract or agreement to perform assessing services for a municipality. The term includes “executing.”

Rev 601.23 “Final Monitoring Report” means the DRA’s final letter to the municipality for any revaluation or partial update.

Rev 601.24 “Full Revaluation” means the revaluation of all taxable and nontaxable properties in a municipality, with a complete measure and listing of all taxable and nontaxable properties to occur at the same time of the establishment of the new base year, to arrive at full and true value as of April 1. The term includes “full reappraisal” and “full reassessment.”

Rev 601.25 “Full Statistical Revaluation” means the process of a revaluation of all taxable and nontaxable properties in a municipality, using existing property data, to arrive at full and true value as of April 1. The term includes “statistical update” and “statistical reassessment.”

Rev 601.26 “Highest and Best Use” means the physically possible, legally permissible, financially feasible, and maximally productive use of a property, as appraised in accordance with RSA 75:1.

Rev 601.27 “Improvement” means any physical change to either land or to buildings that may affect value.

Rev 601.29 “In-house Work Plan” means a written set of goals, objectives, processes, and timelines that the municipality intends to rely upon to perform revaluations, partial updates, or cyclical inspections.

Rev 601.30 “Listing” means recording a description of the interior, exterior, and attributes of any improvements or the recording of the description of land features and attributes. The term includes “list.”

Rev 601.31 “Market Analysis” means the study and processes utilized to determine the response of buyers and sellers of real estate, in a geographic area, to various data elements through the analysis of cost data, income data, and sale transactions in the performance of mass appraisal.

Rev 601.32 “Market Value” means the value of a property that:

- (a) Is the most probable price, not the highest, lowest or average price;
- (b) Is expressed in terms of money;
- (c) Implies a reasonable time for exposure to the market;
- (d) Implies that both buyer and seller are informed of the uses to which the property may be put;
- (e) Assumes an arm’s length transaction in the open market;
- (f) Assumes a willing buyer and a willing seller, with no advantage being taken by either buyer or seller; and,
- (g) Recognizes both the present use and the potential use of the property.

The term includes “full and true value.”

Rev 601.33 “Mass Appraisal” means the utilization of standard commonly recognized techniques to value a group of properties as of a given date, using standard appraisal methods, employing common data and providing for statistical testing.

Rev 601.34 “Measure” means the physical inspection, verification, sketching and recording of the exterior dimensions and attributes of any improvements made to a property.

Rev 601.36 “Municipal Assessing Officials” means those charged by law with the duty of assessing taxes and being the:

- (a) Governing body of a municipality;
- (b) Board of assessors or selectmen of a municipality; or
- (c) County commissioners of an unincorporated place.

Rev 601.37 “Municipality” means a city, town or unincorporated place.

Rev 601.38 “Partial Update” means the process of analyzing market sales throughout the entire municipality to identify and implement needed value changes to the affected areas, or classes of property, to bring those properties to the municipality’s general level of assessment utilizing the existing base tax year and providing an addendum to the existing USPAP compliant report. The term includes “partial revaluation.”

Rev 601.40 “Revaluation” means the act of re-estimating the worth of real estate of the entire municipality using standard appraisal methods, calibration of the CAMA tables and models, establishment of a new base year with a USPAP compliant

report, and providing for statistical testing whether by either:

- (a) A full revaluation; or,
- (b) A full statistical revaluation.

The term includes “reappraisal,” “reassessment,” and “value anew.”

Rev 601.41 “Sale Validation” means the process of verifying a real estate sale transaction to determine whether the sale was a valid or an invalid indicator of the market value of the sold property. The term includes “sale verification” and “sale qualification.”

Rev 601.42 “Statistical Testing” means the use or application of numerical statistics to understand the results of a reappraisal or the need for a reappraisal.

Rev 601.44 “Uniform Standards of Professional Appraisal Practice (USPAP)” means the generally accepted and recognized standards of appraisal practice printed by The Appraisal Foundation as authorized by Congress as the source of appraisal standards and appraiser qualifications.

Rev 601.45 “USPAP Compliant Report” means an appraisal report based upon the standards established by the ASB pursuant to RSA 21-J:14-b I, (c.)

PART Asb 304 DUTIES

Asb 304.01 DRA-Certified Building Measurer and Lister Duties.

(a) For revaluation or assessing services, under the guidance and oversight of a DRA-certified property assessor or DRA-certified property assessor supervisor, a DRA-certified building measurer and lister may perform:

- (1) Data collection;
- (2) Data verification; and
- (3) Cyclical inspection.

(b) A DRA-certified building measurer and lister shall not perform sale validation.

(c) A DRA-certified building measurer and lister shall not determine, or change, the quality grade or depreciation of structures.

(d) A DRA-certified building measurer and lister shall not determine or change adjustments applied to land attributes.

Asb 304.02 DRA-Certified Property Assessor Assistant Duties.

(a) For revaluation or assessing services, under the guidance and oversight of a DRA-certified property assessor or DRA-certified property assessor supervisor, a DRA-certified property assessor assistant may assist with:

- (1) Assessment tasks as defined in Asb 301.06;
- (2) Sale validation; and
- (3) The training of a building measurer and lister.

(b) A DRA-certified property assessor assistant shall not adjust an assessment unless specifically authorized by a DRA-certified property assessor or DRA-certified property assessor supervisor.

(c) A DRA-certified property assessor assistant shall not perform final field review as defined in Asb 301.26.

(d) A DRA-certified property assessor assistant shall not oversee revaluation informal review process or conduct abatement reviews.

(e) A DRA-certified property assessor assistant shall not represent a municipality in the defense of assessed values.

Asb 304.03 DRA-Certified Property Assessor Duties.

(a) A DRA-certified property assessor may, in accordance with Asb 303.05:

- (1) Perform appraisal work which includes:

a. The annual maintenance of assessments by using the base year data collection manual and USPAP-compliant report; and

b. The use of the computer assisted mass appraisal system existing models and cost data established by a DRA-certified property assessor supervisor during the year of the last revaluation for new appraisals;

(2) Perform abatement reviews and the defense of value under the supervision of a DRA-certified property assessor supervisor;

(3) Perform sale validation; and

(4) Submit a signed and dated statement to the DRA attesting to the qualifications of a building measurer and lister, or a property assessor assistant, working under the DRA-certified property assessor's supervision to be true, accurate and correct.

(b). A DRA-certified property assessor shall not adjust the cost, land, depreciation, or other computer assisted mass appraisal tables resulting in a change to the values unless specifically authorized by a DRA-certified property assessor supervisor.

(c) A DRA-certified property assessor shall not establish and certify values.

(d) A DRA-certified property assessor shall not sign the USPAP-compliant report.

(e) A DRA-certified property assessor shall not conduct the final field review.

Asb 304.04 DRA-Certified Property Assessor Supervisor Duties.

(a) Perform and supervise all appraisal work;

(b) Conduct and supervise a revaluation, cyclical revaluation, or partial update by:

(1) Compilation of the data collection manual;

(2) Performing a market analysis for the establishment of the base values and tables for the computer assisted mass appraisal models;

(3) Calibrating the computer assisted mass appraisal models;

(4) Performing the data quality final field review of the mass appraisal results;

(5) Conducting statistical testing;

(6) Complete and certify a USPAP-compliant report; and

(7) Overseeing and supervising:

a. The informal review process;

b. The abatement review; and

c. Defense of the appraised value(s);

(c) Oversee any revaluation by assisting the municipal assessing officials to ensure that:

(1) The revaluation is performed in accordance with applicable state statutes and administrative rules;

(2) The contract terms and conditions are adhered to; and

(d) Submit a signed and dated statement to the DRA attesting to the qualifications at all levels of certification to be true, accurate, and correct.

2. RESPONSIBILITIES AND SERVICES TO BE PERFORMED BY CONTRACTOR

2.1 Contract Submission

The contract, any revised contract, and the list of personnel assigned to work under the contract, shall be first submitted to the DRA for examination and shall not be approved by the DRA until the indemnification and insurance certificates as described in Rev 607.01(a) and the performance bond as described in Rev 607.02 have been submitted to both the municipal assessing officials and the DRA.

2.2 Assessment of all Property

- 2.2.1 This cyclical revaluation shall commence in tax year 2020 and be completed in 2022 when a full statistical revaluation analysis shall be conducted to bring values to 100% of market value.
- 2.2.2 Contractor shall measure and list all taxable property (RSA 72:6) within Municipality in a good and workmanlike manner in accordance with RSA 75:1.
- 2.2.3 Contractor shall measure and list all tax exempt and non-taxable property (RSA 74:2) within the taxing jurisdiction of Municipality in the same manner as taxable property.
- 2.2.4 Contractor shall measure, list and verify all sales used to determine benchmarks for the revaluation.
- 2.2.5 The contractor shall update the existing assessment information to correct errors or omissions pertaining to:
- (1) Incorrect measurements; and
 - (2) Physical changes, which may include, but not be limited to:
 - a. Additions;
 - b. Renovations;
 - c. Finished areas;
 - d. Structural alterations;
 - e. Outbuildings; or
 - f. Other site factors or improvements;
- 2.2.6 Contractor shall measure and list all new construction brought to their attention by Municipality via building permits, inventories and any other source.
- 2.2.7 Contractor shall utilize Municipality's Patriot AssessPro CAMA System to appraise properties.

2.3 Completion of Work

- 2.3.1 Contractor shall complete all work and deliver the same in final form to the municipal assessing officials on or before September 1, 2022 to allow for quality control prior final submission.
- 2.3.2 Liquidated damages of \$1,100 per day shall be paid by Contractor for each day required beyond the above stated completion date for delays caused by Contractor.
- 2.3.3 Contractor shall provide Municipality a list of all products to be delivered and dates of delivery thereof. The products include:
- (1) Property record cards in hard copy, electronic or both formats;
 - (2) The USPAP Compliant Appraisal Report;
 - (3) The Data Collection Manual;
 - (4) The CAMA System Manual; and,
 - (5) Any other products as deemed necessary by the municipal assessing officials (as described in Section 3).
- 2.3.4 The cyclical revaluation shall be considered satisfied and in its final form only when:
- (1) The informal review of assessments has been completed as described in Section 3.6;
 - (2) Any required value adjustments are made;
 - (3) The final values are submitted to and accepted by the municipal assessing officials;
 - (4) All products required by the contract are delivered to Municipality and the DRA;

- (5) The DRA has completed its final monitoring report;
- (6) Values established by Contractor have been defended through the municipal abatement process, as described under RSA 76:16, for the year of the full statistical revaluation; and,
- (7) All other terms of the contract have been satisfied.

2.4 Personnel

- 2.4.1 For grading, classifying, appraising and data collection of all property covered by the contract, Contractor shall only employ personnel who are:
 - (1) Certified by the DRA, as defined in the Asb 300 Rules and RSA 21-J:14-f for the level of work they will be performing; and,
 - (2) Approved by the municipal assessing officials.
- 2.4.2 Contractor shall not compensate, in any way, a municipal official, employee or any immediate family member of such official or employee in the performance of any work under the contract unless previously disclosed and a prior full-time employee of Contractor.
- 2.4.3 Upon approval of the contract and before the cyclical revaluation begins, Contractor shall provide to the DRA and the municipal assessing officials, a list of the DRA-certified personnel assigned to work under the contract.
- 2.4.4 Contractor shall ensure that the DRA-certified assessor supervisor is proficient in the use and calibration of the CAMA system that will be used to assess the property specified in Section 2.2.
- 2.4.5 Contractor shall ensure that the individual(s) assigned to perform data entry are proficient in the use of Municipality's CAMA system.
- 2.4.6 Contractor shall ensure that the DRA-certified assessor supervisor will be present for all analysis and table structure in the CAMA system throughout the duration of the project.

2.5 Public Relations

- 2.5.1 Contractor and the municipal assessing officials, during the progress of the work, shall each use their best efforts to promote full cooperation and amiable relations with taxpayers. All publicity and news releases shall be approved by the municipal assessing officials before being released to the news media. The Contractor, upon request of the municipal assessing officials, shall provide assistance in conjunction with the municipal assessing officials to acquaint the public with the mechanics and purpose of the cyclical revaluation.

2.6 Confidentiality

- 2.6.1 Contractor, municipal assessing officials or municipal employees shall not disclose any preliminary values to anyone or permit anyone to use or access any data on file during the course of the revaluation project, except the municipal assessing officials and the Commissioner of the DRA, or their respective designees, until the values have been submitted to the municipal assessing officials and made public.

2.7 Compensation and Terms

- 2.7.1 Municipality, in consideration of the services hereunder to be performed by Contractor, agrees to pay Contractor the sum total of \$ 1,125,000 pursuant to the terms of the agreement as defined in Section 3. Payment shall be dispersed as follows:

<u>Year of Work</u>	<u>% or # of Parcels</u>	<u>Type of Work</u>	<u>Annual Payment</u>
2020	37%	Measure/List	\$415,000
2021	32%	Measure/List	\$365,000
2022	31%	Measure/List & Cyclical Revaluation	\$345,000

2.7.2 The amount or terms of compensation to be paid by Municipality for assessing services to support and defend assessments that are appealed to the BTLA or superior court, if not included in Section 3 of the agreement, quoted on a hourly or daily basis plus expenses is: \$125 hourly / \$1,000per day.

2.7.3 The itemized cost for the appraisal of special use or utility property(s) if not included in 2.7.1 is/are listed below:

Not applicable to this contract.

2.7.4 Manner and time of payment: An initial payment of \$50,000 will be paid within 14 calendar days of this contract being approved by the DRA and signed by both parties. For remaining payments in 2020, 2021, and 2022, Municipality will pay Contractor in monthly installments as follows: each month, starting February 2020, Municipality will pay (1/11th for 2020), (1/12th for 2021) and (1/8th for 2022) of the annual payment for that year to Contractor by the last day of the month. All payments are subject to the required retainage.

2.7.5 A 10% retainage shall be withheld from Contractor until:

- (1) The municipal assessing officials have determined that all of the terms of the contract have been satisfied; and,
- (2) The DRA has completed its final monitoring report.

2.7.6 Except as provided in Sections 2.7.2, 2.7.3, the stated consideration in 2.7.1 represents the total payment for all contracted services.

3. **DETAIL OF SERVICES TO BE PERFORMED BY CONTRACTOR**

3.1 **Collection of Property Data**

3.1.1 All vacant land parcels and any attributes that may affect the market value shall be listed accurately. Such attributes may include, but not be limited to: number of acres; road frontage; neighborhoods; water frontage; water access; views; topography; easements; deeded restrictions and other factors that might affect the market value.

3.1.2 Every principal building(s), and any appurtenant building(s), or other improvements, shall be accurately measured and listed to account for the specific elements and details of construction as described in the data collection manual. Such elements and details may include, but not be limited to: quality of construction; age of structure; depreciation factors; basement area; roofing; exterior cover; flooring; fireplaces; heating & cooling systems; plumbing; story height; number of bathrooms; number of bedrooms; and, other features, attributes, or factors that might affect market value.

3.1.3 Contractor shall make an attempt to inspect the property, and if the attempt is unsuccessful, Contractor shall:

- (1) Make a note with the date of the visit to the property;
- (2) Leave a notification card at the property requesting that the property owner call the Contractor's designee, within a stated time frame as agreed upon by the municipal assessing officials and Contractor, to arrange for an interior inspection; or,
- (3) Send a letter to the property owner requesting that the property owner call the Contractor's designee, within a stated time frame as agreed upon by the municipal assessing officials and

- Contractor, to arrange for an interior inspection; and,
- (4) Notify the municipal assessing officials that the property was not accessed and that the Contractor has not been contacted by the property owner or occupant within the prescribed time frame.
- 3.1.3.1 Contractor will provide opportunity for evening and weekend inspections.
- 3.1.4 The municipal assessing officials, when notified by Contractor pursuant to 3.1.3:
- (1) May attempt to make arrangement with the owner or occupant for an interior inspection of the property; and,
- (2) Shall notify the contractor within 10 working days of whether inspection arrangements were made.
- 3.1.5 If the contractor or municipal assessing officials are not able to arrange for an interior inspection, or entrance to a building or parcel of land cannot be obtained as detailed in Section 3.1.6 below, Contractor shall:
- (1) Estimate the value of the improvements using the best evidence available; and,
- (2) Annotate the property record card accordingly.
- 3.1.6 Contractor shall complete interior inspection of all properties except:
- (1) Vacant or unoccupied structures;
- (2) Where multiple attempts for inspection have been made (initial inspection and notification letter), without success and the owner or occupant has not responded to Contractor or the municipal assessing officials' notifications;
- (3) Where postings prevent access;
- (4) Unsafe structures;
- (5) When the owner has refused access to Contractor or designee;
- (6) When inhabitants appear impaired, dangerous or threatening; and,
- (7) Any other reason for which the municipal assessing officials agree the property is inaccessible.
- 3.1.7 Contractor shall provide to Municipality a complete copy of the: field data collection card(s); worksheet(s); and, other document(s) used in the valuation process.
- 3.1.8 Contractor shall provide monthly progress reports indicating the percentage of completion of the full revaluation to the municipal assessing officials and the DRA.

3.2 Property Record Cards

- 3.2.1 Contractor shall prepare an individual property record card, for each separate parcel of property in Municipality arranged to show:
- (1) The owner's name, street number, map and lot number or other designation of the property;
- (2) The owner's mailing address;
- (3) Information necessary to derive and understand:
- a. The land value;
- b. The number of acres of the parcel;
- c. The land classification;
- d. The adjustments made to land values;
- e. The value of the improvements on the land;
- f. The accurate description of all improvements whether affecting market value or not;

- g. The improvement pricing details; and,
 - h. The allowances made for physical, functional and economic depreciation factors;
- (4) The outline sketch of all principal improvements with dimensions with the street side or waterfront toward the bottom of the diagram;
 - (5) The base valuation year;
 - (6) The print date of property record card;
 - (7) Photograph of the principal building;
 - (8) History of the property transfer to include:
 - a. Date of sale;
 - b. Consideration amount;
 - c. Qualification code; and,
 - d. Property type noted as either vacant or improved;
 - (9) A notation area to record any comments pertaining to the property; and,
 - (10) A notation area to record the history of the property, which may include, but not be limited to:
 - a. Property inspection date;
 - b. Individual's identification number or initials associated with the inspection;
 - c. The extent of the inspection;
 - d. Reason for the inspection; and,
 - e. Any value adjustment(s).

3.3 Market Analysis

- 3.3.1 A DRA-certified property assessor supervisor shall conduct the market analysis.
- 3.3.2 A DRA-certified property assessor assistant, under the guidance of a DRA-certified property assessor or a DRA-certified property assessor supervisor, may validate or invalidate sales for the market analysis.
- 3.3.3 The municipal assessing officials shall provide to Contractor a copy of all property transfers for a minimum of two (2) years immediately preceding the effective date of the revaluation.
- 3.3.4 The market analysis shall be conducted by Contractor using accepted mass appraisal methods in order to determine land, improvements and any other contributory values or factors including:
 - (1) A review of all property transfers provided by the municipal assessing officials to Contractor;
 - (2) A compilation of all unqualified property transfers into a sales list with appropriate notations for those sales not used in the analysis accompanied by:
 - a. The parcel map and lot number;
 - b. The disqualification code;
 - c. The date of sale; and,
 - d. The sale price.
 - (3) A compilation of all qualified property transfers into a sales list with appropriate notations for those sales used in the analysis accompanied by:
 - a. The parcel map and lot number;
 - b. The date of sale;
 - c. The sale price;
 - d. The newly established value;
 - e. A photocopy or printout of the property record card for each property transferred; and,
 - f. A photograph of the principal improvements attached thereto;

- (4) Estimated land values with the documented results, as follows:
 - a. Utilizing vacant land sales whenever possible; and,
 - b. In the absence of an adequate number of vacant land sales, the land residual method or other recognized land valuation methodologies shall be used to assist in the determination of land unit values;
- (5) The Indicated land values shall be documented as:
 - a. Site;
 - b. Front or square foot;
 - c. Front acre;
 - d. Rear acre units; and/or,
 - e. Other appropriate units of comparison;
- (6) An analysis section to include:
 - a. The sale price; and,
 - b. Supporting adjustments made in sufficient detail to be understood by the municipal assessing officials and taxpayers;
- (7) The market analysis used to indicate unit values with the documentation of the method(s) employed and any special adjustment factors; and,
- (8) Tax Maps showing the locations of all qualified sales and the delineation of neighborhoods.

3.3.5 The preliminary market analysis shall:

- (1) Be provided to the municipal assessing officials and the DRA prior to the acceptance of the new values by the municipal assessing officials;
- (2) Be printed in its final form, and provided to the municipal assessing officials and the DRA at the completion of the revaluation as part of the USPAP compliant report; and,
- (3) Become property of Municipality and the DRA.

3.3.6 Contractor shall ensure that a final comprehensive review of the newly established values shall be performed by a DRA-certified property assessor supervisor utilizing a parcel-by-parcel field review of the entire Municipality to:

- (1) Ensure that all properties are valued at their highest and best use; and,
- (2) Identify and correct: any mechanical errors; inconsistencies; unusual features or value influencing factors.

3.3.7 Any supporting documentation supplied, provided or utilized by Contractor in the process of compiling the market analysis, such as but not limited to: sales verification sheets; rental/expense statements and questionnaires; Contractor cost estimates; sales listing sheets; final review notes; etc., shall be relinquished to and become property of Municipality.

3.4 Approaches to Value

3.4.1 The valuation of property for the revaluation shall be completed by utilizing recognized approaches to value, which may include, but not be limited to:

3.4.2 Cost Approach:

- (1) The cost approach, when utilized, shall be implemented by calibrating and applying land valuation tables, building valuation tables and unit costs as follows:
 - a. Investigate, with documented analysis, land values for residential, commercial, industrial and any other special use properties in the area;
 - b. Document the land valuation tables and unit costs by including statistical testing to compare the

calculated preliminary land value to the sale properties to ensure accuracy before the land valuation tables and unit costs are implemented;

- c. Document the development of the units of comparison that shall be used for the base land prices, which may include, but not limited to: site; front foot; square foot; front acre; rear acre; and, other appropriate units of comparison;
- d. Document site specific characteristic land adjustments, which may include, but not be limited to: topography; view; size; location; and, access; and,
- e. Document the calibration of land tables and models.

(2) In developing building cost tables, Contractor shall provide the following:

- a. Investigate, with documented analysis, the building costs of residential, commercial, industrial and any other special use properties in the area;
- b. Document the testing of Contractor's building valuation tables and unit costs by comparing the calculated preliminary building value to the sale properties, for which the building costs are known, to ensure accuracy before the building valuation tables and unit costs are implemented;
- c. The building cost tables shall consist of unit prices based upon relevant factors, which may include, but not be limited to: specifications for various types of improvements; the quality of construction; the building customs and practices in Municipality; various story heights and square foot areas adequate for the valuation of all types of buildings and other improvements to the land; tables for additions and deductions for variations from the base cost improvement specifications; and, tables for depreciation based upon age and condition of the improvements.
- d. Document the calibration of all building cost tables and models.

3.4.3 Income Approach:

(1) The income approach, when utilized, shall be implemented by calibrating and applying valuation models as follows:

- a. Investigate and qualify, with documented analysis, market data, which may include but not be limited to: rental income; expenses; vacancy; and, capitalization rates for: residential, commercial, industrial and any other special use property;
- b. Describe property specific characteristics;
- c. Document statistical testing for the income valuation models to known sales of similar properties;
- d. Create valuation models consisting of market data based upon:
 - (i) Defined descriptions and specifications based upon property type; and,
 - (ii) Quality and size of the improvements; and,
- e. Document the calibration of all income approach valuation tables and models.

3.4.4 Market-Sales Comparison Approach:

(1) The market-sales comparison approach, when utilized, shall be implemented by calibrating and applying valuation models as follows:

- a. Contractor shall qualify, analyze, and use sales as direct units of comparison in the valuation of residential, commercial, industrial and any other special use properties;
- b. Investigate with documented analysis comparable sales;
- c. Document the adjustments for specifics, which may include, but not be limited to: location; time; size; features; and, condition;
- d. Document how the adjustments were derived;
- e. Document final value reconciliation; and,
- f. Document calibration of all sales comparison tables and models.

3.4.5 In the utilization of the appraisal approaches to valuation, Contractor shall make and document adjustments made to properties for depreciation factors, which may include, but not be limited to: physical; functional; and, economic conditions.

3.5 Utility and Special Use Properties

- 3.5.1 Utilities are not included in Contractor's scope of work under this contract, with the exception of Land Value Tables. Municipality will contract separately for full revaluation of utility property.

3.6 Value Notification and Informal Reviews

- 3.6.1 Contractor shall provide to the municipal assessing officials:
- (1) A list of the newly established values for review;
 - (2) A preliminary value analysis with a copy delivered to the DRA for review; and,
 - (3) The informal review schedule in advance.
- 3.6.2 Contractor shall mail, first class, to all property owners, the notification of the newly established value of their property by sending to the property owner either of the following:
- (1) A list of all property owners containing the newly established valuations of all properties within Municipality; or,
 - (2) A letter to the owner stating the newly established value of their property and whether Contractor has either:
 - a. Published a list of all property owners containing the newly established valuations for all properties within Municipality in an identified newspaper of general circulation for the entire Municipality; or,
 - b. Posted in two (2) identified public places within Municipality a list of all property owners and the newly established values of the entire Municipality.
- 3.6.3 The notification of newly established values shall contain the details of the informal review process, instructions on scheduling an informal review; and the time frame in which informal reviews shall be scheduled.
- 3.6.4 The notification of newly established values shall contain instructions in regard to the appeal process for abatements pursuant to RSA 76:16, RSA 76:16-a and RSA 76:17.
- 3.6.5 After mailing or posting of the notification of newly established values, Contractor shall ensure that an informal review of the newly established property values is provided to all property owners who may, within the time prescribed by the contract, request such a review.
- 3.6.6 Notwithstanding Section 2.6 of this contract (Confidentiality), Contractor shall make available to all property owners the property record card and market analysis related to their newly established property value(s).
- 3.6.7 Contractor shall notify, by first class mail, all property owners addressed during the informal reviews and indicate whether or not a change in value resulted and the amount thereof.
- 3.6.8 All documentation utilized or obtained during the informal review process shall be relinquished to the municipal assessing officials.

3.7 Appraisal Manuals and Revaluation Appraisal Reporting

- 3.7.1 Contractor shall provide a data collection manual, to be included within the USPAP report, or as a separate document, which may include but not be limited to:
- (1) A description of building characteristics; extra features; outbuildings; site improvements; site characteristics; road frontage; water frontage; water access; topography; and view;
 - (2) A glossary and description of all codes used within the data collection and on property record cards;

- (3) A description of all grading factors utilized, which may include, but may not be limited to: condition factors; quality; depreciation; amenity values; and other factors or conditions; and,
- (4) A glossary and description of the coding used for visitation history.

3.7.2 Contractor shall ensure that the municipal assessing officials have:

- (1) A technical CAMA manual detailing the CAMA system utilized; and,
- (2) Been provided training in the proper use of the CAMA system.

3.7.2.1 Contractor shall work with Municipality to develop the data collection manual as a preliminary step to the revaluation.

3.7.3 Contractor shall provide a USPAP compliant appraisal report pursuant to RSA 21-J:14-b,1,(c): The report shall comply with the most recent edition of the USPAP. The report shall contain, at a minimum, the following:

- (1) A letter of transmittal to include a signed and dated certification statement;
- (2) Sections detailing:
 - a. The scope of work;
 - b. The development of values;
 - c. Time trending analysis;
 - d. Land and neighborhood data;
 - e. Improved property data;
 - f. Statistical testing, analysis, and quality control; and,
 - g. The development of approaches to value used in the revaluation of properties.
- (3) Appendices which may include, but not be limited to:
 - a. Work plan;
 - b. Neighborhood maps;
 - c. Names and levels of DRA-certified individuals authoring or assisting with the development of the USPAP compliant report;
 - d. CAMA system codes;
 - e. Identification and description of zoning districts;
 - f. Qualified and unqualified sale codes; and,
 - g. Other useful definitions or information.
- (4) Instructions, or as a separate document, adequate instructions for the municipal assessing officials to:
 - a. Understand the valuation methodologies employed;
 - b. Understand the market and neighborhood adjustments; and,
 - c. Understand the conclusions of the appraisal report.

3.7.4 Contractor shall provide a USPAP compliant report to the municipal assessing officials, to be retained by the municipal assessing officials until the next revaluation and a copy to the DRA.

3.7.5 Contractor shall provide a USPAP compliant report to the municipal assessing officials for any special use properties included in Section 2.7.3, and a copy to the DRA.

3.8 Defense of Values

3.8.1 Contractor shall, after the final property tax bills have been mailed by Municipality, support and defend the values that were established by Contractor for the year of the revaluation as follows:

- (1) At no additional cost to the municipality, property tax appeals that are timely filed with Municipality pursuant to RSA 76:16 shall have:

- a. A review, by either a DRA-certified property assessor or a DRA-certified property assessor supervisor; and,
 - b. The Contractor's written recommendation provided to the municipal assessing officials which an abatement request had been received.
- 3.8.2 Contractor shall provide a qualified representative for the defense of property tax abatement appeals that are timely filed with the Board of Tax and Land Appeals (BTLA) or Superior Court pursuant to RSA 76:16-a and RSA 76:17, whose compensation has been agreed upon by the parties to the contract as stipulated in Section 2.7; and,
- 3.8.3 Appeals to the BTLA or Superior Court:
- (1) For the rate set forth in Section 2.7.2, Contractor will support and defend values established by Contractor that may have been lowered by municipal assessing officials but shall not be required to support or defend values that have been increased by the municipal assessing officials.
- 3.8.4 All documentation utilized or obtained during the defense of assessed value process shall be relinquished to Municipality.

3.9 Additional Contractor Scope of Work from Municipality RFP

- 3.9.1 Contractor shall
- (a) participate in a start-up meeting with the Municipality and DRA.
 - (b) make callbacks to maximize the entry rate for property inspections.
 - (c) update images for each property.
 - (d) complete data entry at every stage of the project.
 - (e) analyze all Residential qualified sales for a period of one year prior to the assessment date of April 1, 2022.
 - (f) analyze all Commercial/Industrial/Apartment qualified sales for a period of two years prior to the assessment date of April 1, 2022.
 - (g) complete an analysis of all returned Income and Expense Statements and input data to create market rents, expenses and vacancies.
 - (h) update all land, building and depreciation tables as required by sales analysis, Income and Expense Surveys and the Marshall & Swift cost manuals.
 - (i) generate cap rates using the latest publication of investor surveys and those extracted directly from the market.
 - (j) reconcile cost and income values to within 10% of each other.
 - (k) Field review all properties in the field.
 - (l) update the use of the effective year built consistently throughout the Municipality.
 - (m) submit all final values to the municipal assessing officials for review.
 - (n) post all values on Contractor website, on the City of Nashua website and on one additional public place to be determined by the Municipality.
 - (o) work closely with the Municipality at all stages of the update to ensure a successful project.
 - (p) Mail notices and conduct informal hearings for Municipality taxpayers to discuss their assessment.
 - (q) Work closely with the Municipality at all stages of the update to ensure a successful project.
- 3.9.2 Contractor shall furnish all labor, materials, supplies and equipment, and will perform all work for the project in strict accordance with the contract specifications and should be in compliance with the State of New Hampshire Department of Revenue Administration Administrative Rules governing revaluations and any relevant applicable rules and standards as adopted by the Assessing Standards Board.
- 3.9.3 Contractor field personnel should carry suitable ID cards, which should include an up-to-date photograph, supplied by the Contractor and signed by the Municipality.

3.9.4 Progress meetings shall be held bi-weekly throughout the duration of this contract.

4. RESPONSIBILITIES OF MUNICIPALITY

- 4.1 The municipal assessing officials shall identify to Contractor, in writing, which properties within the taxing jurisdiction are exempt from taxation.
- 4.2 The municipal assessing officials shall furnish to Contractor information such as but not be limited to: the current ownership information of all property; the physical characteristics of existing improvements in the CAMA system, the physical location of all property; property address changes within Municipality; all property transfer information; a set of current tax maps; zoning maps; plans; building permits; subdivisions; boundary line adjustments and mergers; access to CAMA system and, other information as specified by Contractor for the services being provided.
- 4.3 The municipal assessing officials shall keep Contractor informed of all sales of property that occur during the progress of the cyclical revaluation.
- 4.4 The municipal assessing officials shall make corrections to tax maps as of April 1 of the revaluation year where lots have been subdivided, or apportioned, and notify Contractor of all ownership and name and address changes.
- 4.5 If requested, suitable office space and equipment, as specified by Contractor, for the use of Contractor's personnel in the performance of the appraisal work shall be provided.
- 4.6 Municipality will be responsible for providing VPN access to the analysis CAMA system throughout the duration of the project. Any licensing to utilize the system will be the responsibility of Municipality. Contractor is responsible for its own hardware and internet services to connect to the VPN.
- 4.7 Pursuant to the Order, Municipality shall file progress reports with the Board, at least every three months, to update the steps taken towards completion of the cyclical revaluation

5. INDEMNIFICATIONS AND INSURANCE

- 5.1 Regardless of any coverage provided by any insurance, Contractor agrees to indemnify and shall defend and hold harmless the City, 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 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. 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.
- 5.2 Contractor shall not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances, which are beyond Contractor's reasonable control.
- 5.3 It is hereby agreed and understood that the insurance required of Contractor by the City of Nashua is primary coverage and that any insurance or self-insurance maintained by the City of Nashua, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy.

The City of Nashua will not maintain any insurance on behalf of the Contractor. The parties agree that the Contractor shall have the status of and shall perform all work under this contract as an independent contractor. The only contractual relationship created by the contract is between the City of Nashua and Contractor. The specified insurance requirements do not relieve Contractor of its responsibilities or limit the amount of its liability to the City or other persons, and Contractor is encouraged to purchase such additional insurance, as it deems necessary.

- 5.3.1 The public liability insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of \$1,000,000 each person and \$2,000,000 each occurrence for bodily injury liability, and \$2,000,000 each occurrence for property damage liability; and,
- 5.3.2 The automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of \$1,000,000 combined single limit for bodily injury and property damage each accident. Must cover for "Any Auto" – including Owned, Non-Owned and Hired Automobile Liability.
- 5.3.3 The Workers' Compensation and Employers Liability must carry coverage for Statutory Workers' Compensation and Employers Liability minimum limit of, \$100,000 each accident/\$500,000 Disease Policy Limit/\$100,000 Disease – Each Employee.
- 5.3.4 Professional Liability (Errors and Omissions) must carry minimum limits of \$1,000,000 each claim and \$3,000,000 annual aggregate.
- 5.4 Prior to starting the revaluation, Contractor shall provide certificates of insurance by a State of NH licensed insurer confirming the required insurance coverage for Municipality with which the appraisal Contractor is contracting. The contractor shall submit the certificates to Municipality and provide a copy to the DRA not less than 10 days prior to commencing work and remain in force until the entire job is completed. General Liability, Employer's Liability and Auto Liability policies must name the City of Nashua as an additional insured and reflect on the certificate of insurance and the Workers' Compensation Subrogation Waiver policy endorsement must accompany the Certificate of Insurance. Contractor is responsible for filing updated certificates of insurance with the City of Nashua during the life of the contract.
- 5.5 Contractor shall provide Municipality and the DRA a ten (10) day advance written notice of the cancellation or material change in the required insurance coverage.

6. PERFORMANCE BOND

- 6.1 Contractor, before starting any full statistical revaluation work and on an annual basis thereafter, shall deliver an executed bond or irrevocable letter of credit in favor of Municipality, or as otherwise agreed upon, with which it is contracting to assure faithful and satisfactory performance of the contract, and provide a copy to the DRA. The amount of such bond or letter of credit shall be no less than the amount of compensation to be paid by Municipality to Contractor for services to be performed, and shall not expire before final values are submitted to and accepted by the municipal assessing officials.

7. ESTIMATED SIZE OF REVALUATION

- 7.1 It is agreed between the parties that the entire revaluation consists of an estimate of 28,559 parcels as defined by RSA 75:9.

8. ADDENDUMS, AMENDMENTS AND APPENDIXES

- 8.1 Addendums, amendments and appendixes pertaining to this contract may be added only by separate instrument in writing and shall meet all requirements of Section 2.1.

9. MISCELLANEOUS

- 9.1 **Termination:** This contract may be terminated by Municipality on 14 calendar day's written notice to Contractor, with a copy to the DRA, in the event of a failure by Contractor to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily complete or make sufficient progress on the work in a timely and professional manner and such failure is not cured by Contractor within 14 calendar days' of receipt of such written notice. Contractor shall be given an opportunity for consultation with the Municipality prior to the effective date of the termination.

- 9.1.1 Upon receipt of notice of termination, Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the Municipality with a written 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. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the Municipality to resume performance

9.1.2 In the event of a termination, Contractor shall receive all amounts due and not previously paid to 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 Municipality by reasons of Contractor's failure. Contractor shall not be relieved of liability to the Municipality for damages sustained from the failure, and the Municipality may withhold any payment to the Contractor until such time as the exact amount of damages due to the Municipality is determined. All claims for payment by the Contractor must be submitted to the Municipality in writing within 30 days of the effective date of the notice of termination.

9.1.3 Upon termination of the contract, the Municipality may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, the Municipality shall have the right to solicit applications for employment from any employee of the Contractor assigned to the performance of the contract.

9.2 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 Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Contractor's control.

9.3 **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 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. At all times, 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 Municipality. If the parties are unable to resolve their dispute as described above within 30 days, 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.

9.4 **Applicable Law, Venue And Jurisdiction:** This contract is to be construed as a New Hampshire contract, governed by the laws of the State of New Hampshire, any action arising out of this contract shall be brought in the New Hampshire Circuit Court, 9th Circuit, District Division, Nashua or Hillsborough County, New Hampshire Superior Court and not elsewhere.

9.5 **Cumulative Rights And Remedies:** No right or remedy herein conferred upon or reserved to the Municipality is intended to be exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under the contract or now or hereafter existing at law, in equity or by statute.

9.6 **Assignment of Contract** No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

- 9.10 **Time of the Essence:** All time limits are of essence to the Contract.
- 9.11 **Successors and Assigns:** Municipality and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the contract.
- 9.12 **Severability:** Any provision or part of the contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Municipality and Contractor, who agree that the contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.13 **Entire Agreement:** This contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.
- 9.14 **Counterparts; Scanned Delivery:** This contract may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute only one legal instrument. The delivery of an executed counterpart of this contract by scan shall be deemed to be valid delivery thereof.

10. SIGNATURE PAGE

By signing the contract, Contractor attests that pursuant to RSA 21-J:11 and Rev 602.01 (c)&(d):

- (1) The contract, any revised contract, and the names and DRA-certified level of all personnel to be employed under the contract has been first submitted to the DRA for examination; and,
- (2) No appraisal work shall begin until a copy of this executed contract, and the names and DRA-certified level of all personnel to be employed under this contract, has been submitted to the DRA.

Date: _____

In the Presence of:

City of Nashua

Witness Signature

By James W. Donchess, Mayor:

In the Presence of:

Vision Government Solutions

Witness Signature



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

February 13, 2020
Memo #20-084

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: ALDERMANIC CHAMBER UPGRADES (VALUE: \$58,835)
DEPARTMENT: 129 CITY BUILDINGS; FUND: PEG

Please see the attached communication from Bruce Codagnone, CIO/IT Director dated February 12, 2020 for 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 CIO/It Director and the Purchasing Department recommend the award of this contract to **Access AV** of **Concord, NH** in the amount of **\$58,835**.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: K. Kleiner J. Graziano



February 12, 2020

TO: MAYOR Donchess

FINANCE COMMITTEE

SUBJECT: Aldermanic Chamber Technology upgrades

The Aldermanic Chamber is being completely remodeled. As a result, Information Technology will be upgrading all of the technology used to broadcast the meetings and improve the means of doing presentations.

As you know the Chamber is critical to the City and this project is very time sensitive.

We received three proposals for the technology upgrade.

We would like to award the contract to Access AV of Concord NH. They are the lowest bidder of the three.

Red Thread
650 Elm Street
Manchester, NH 03101
(603) 496-3619
www.red-thread.com

\$70,206.17

CCS
132 Northeastern Blvd
Nashua, NH 03062
(978) 256-2001
<https://ccsnewengland.com/>

\$74,023.48

Access AV
8 Integra Drive
Concord, NH 03301
(603) 224-2300
www.accessavnh.com

\$58,835.00

Bruce Codagnone
CIO / IT Director

Cc: K. Kleiner

D. Kooken

1
FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement is entered into this _____ day of _____ 2020 by and between CITY OF NASHUA, a municipality in the State of New Hampshire (hereinafter referred to as "City"), and DENNIS K. BURKE, INC. (hereinafter referred to as "Contractor") whose address is 555 Constitution Drive, Taunton, MA 02780.

WHEREAS, City and Contractor entered into an Agreement, dated June 11, 2019 (the "Agreement"), whereby the parties agreed to terms for B5 Biodiesel fuel blend for the period of July 1, 2019 to June 30, 2020 with a one year option to extend at the same price; and

WHEREAS, both City and Contractor desire to exercise the one year option to extend. NOW THEREFORE, the parties agree as follows:

- 1 Pursuant to the first paragraph of Section 2 – "Commencement and Term," the option to extend is being exercised and the term of the Agreement is hereby extended for one year, i.e. from July 1, 2020 through June 30, 2021.
- 2 All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, this First Amendment to Agreement on the date and year first above written.

CITY OF NASHUA

DENNIS K BURKE, INC

By: _____

By: _____

Mayor James W. Donohess

Print Name: _____

Date: _____

Title: _____

Date: _____



Agreement Between City of Nashua and Access AV

This agreement is made as of : _____ (date)

BETWEEN City of Nashua NH, 229 Main Street, Nashua, NH 03060

And Access AV, 8 Integra Drive, Concord NH 03301

For the following Project: **Aldermanic Chamber System Upgrades**

The City of Nashua and Access AV agree as follows:

ARTICLE 1 – THE CONTRACT DOCUMENTS

Access AV shall complete the work described in the Contract Documents for this project. The documents consist of the following:

1. This Agreement signed by the City of Nashua and Access AV
2. Specifications provided in the bid documents if attached hereto
3. Addenda prepared after initial invitation, if attached hereto
4. Proposals and other written responses to the invitation submitted by Access AV, if approved by the City and as attached hereto
5. Properly executed written change orders or orders for minor changes in the Work issued after execution of this Agreement, if any
6. Fully executed City of Nashua Purchase Order

ARTICLE 2 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of this Agreement unless otherwise indicated below. Access AV shall substantially complete the Work not later than _____, subject to adjustment by Change Order.

ARTICLE 3 – CONTRACT SUM

Subject to additions and deductions by Change Order, the Contract Sum is:

\$58,835.00 Fifty eight Thousand and eight hundred and thirty five dollars

The Contract Sum is a fixed-fee and shall include all items, labor and services necessary for the proper execution and completion of the Work.

ARTICLE 4 – RETAINAGE

For each Application for Payment (invoice) submitted by Access AV the City will retain ten percent (10%) of the value of that invoice, otherwise known as retainage. Retainage of 10% to be paid to Access AV upon completion and final acceptance of the Work.

ARTICLE 5 – INSURANCE

Access AV shall maintain for the duration of the contract all required coverage. Coverage shall be written with an insurance carrier licensed to do business in the State of New Hampshire. City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage. Access AV is responsible for filing updated Certificate(s) of Insurance with the City of Nashua during the life of the Contract.

Access AV shall provide a Certificate of Insurance with evidence of the following coverage to the City of Nashua ten (10) days prior to commencing work under the contract document.

1. Comprehensive General Liability - \$1,000,000 per occurrence/ \$2,000,000 Aggregate – City of Nashua must be named as an additional insured.
2. Motor Vehicle Liability - \$1,000,000 combined single limit. City of Nashua must be named as an additional insured. Coverage must include all owned, non-owned and hired vehicles
3. Workers' Compensation as required by Statute/Employer's Liability of \$100,000/\$500,000/\$100,000.
4. Professional Liability: \$1,000,000
5. Any subcontractor's used is the agent of Access AV and not the City of Nashua. Subcontractors are subject to the same insurance requirements as Access AV.

Access AV shall indemnify and hold harmless the City of Nashua, NH and its agents and employees from and against all claims, damages, losses and expenses – including attorney's fees, arising out of Access AV's or subcontractors performance under the contract.

ARTICLE 6 – GENERAL PROVISIONS

1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.
2. The term "Work" means the services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by Access AV to fulfill Access AV's obligations hereunder.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Access AV. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

ARTICLE 7 – CITY OF NASHUA

1. If Access AV defaults or neglects to carry out the Work in accordance with Article 17 and fails within a seven day period after receipt of written notice from the City of Nashua to correct such default or neglect with diligence and promptness, the City of Nashua may, in its sole discretion and without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due Access AV.
2. The City of Nashua reserves the right to perform operations related to the Work with the City's own forces, and to award separate contracts in connection with other portions of the project.
3. Access AV shall coordinate and cooperate with separate Access AVs employed by the City of Nashua.
4. Costs caused by delays or by improperly timed activities shall be borne by the responsible party.

ARTICLE 8 – ACCESS AV

1. Execution of the Contract by Access AV is a representation that Access AV has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. Access AV shall carefully study and compare the Contract Documents with each other and with information furnished by the City of Nashua.
3. Access AV shall supervise and direct the Work, using Access AV's best skill and attention. Access AV shall be solely responsible for and have control over methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
4. Access AV, as soon as practicable after award of the Contract, shall furnish in writing to the City of Nashua the names of subcontractors or suppliers for each portion of the Work. The City of Nashua will promptly reply to Access AV in writing if, after due investigation, the City of Nashua has reasonable objection to the subcontractors or suppliers listed.
5. Access AV warrants to the City of Nashua that the work will conform to the requirements of the Contract Documents.
6. Access AV shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
7. Access AV shall comply with and give notices required by agencies having jurisdiction over the work. Access AV shall promptly notify the City of Nashua in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
8. To the fullest extent permitted by law, Access AV shall indemnify and hold harmless the City of Nashua and his employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, except if caused solely by negligent acts or omissions of the City of Nashua.
9. Access AV shall perform the Work with the professional skill and care ordinarily provided by responsible and qualified vendors in the same or similar locality under the same or similar circumstances. Access AV shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work.
10. Access AV represents and warrants that it has the right to use any software and equipment necessary for it to perform the Work and that City's use of any software and equipment as described and contemplated by this Agreement will not infringe upon any copyright, patent, trademark, or other intellectual property right worldwide or violate any third party's trade secret, contract, or confidentiality rights worldwide.

ARTICLE 9 – CHANGES IN THE WORK

1. After execution of the Contract, changes in the Work shall be accomplished by Change Order or by written order pursuant to Article 9.4 below. The City of Nashua, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly such changes shall be either by a written Change Order as described herein or by a written order pursuant to Article 9.4.
2. A Change Order shall be a written order to Access AV signed by the City of Nashua to change the Work, Contract Sum or Contract Time.
3. All change orders must be approved by City of Nashua Finance Committee vote prior to proceeding.
4. The City of Nashua will have authority at its sole discretion to order minor changes in the work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the City of Nashua and Access AV upon issuance by the City of Nashua. Access AV shall carry out such written orders promptly.

ARTICLE 10 – TIME

1. Time limits stated in the Contract Documents are of the essence of the Contract.
2. If Access AV is delayed at any time in progress of the work by changes ordered in the work, the Contract Time shall be extended by Change Order for such reasonable time as may be determined.

ARTICLE 11 – PAYMENTS AND COMPLETION

1. The Contract Sum stated in the Agreement, including authorized adjustments by Change Order, is the total amount payable by the City of Nashua to Access AV for timely and satisfactory performance of the Work under the Contract Documents.
2. After Access AV has submitted an Application for Payment (invoice), the City of Nashua shall make payment in the manner provided in the Contract Documents.
3. Access AV shall promptly pay each subcontractor out of the amount paid to Access AV on account of such entities' portion of the Work.
4. The City of Nashua shall have no responsibility for the payment of money to a subcontractor.
5. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the City of Nashua can occupy or utilize the work for its intended use.
6. When all work or designated portion thereof is substantially complete, Access AV and City of Nashua shall establish responsibilities for completion and shall fix the time within which Access AV shall finish all items on the list. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided under contract.
7. Upon receipt of a final invoice, the City of Nashua will inspect the work. When it is determined that the work is acceptable and the Contract fully performed, the City of Nashua will promptly issue a final payment request including any retainage to City Finance.
8. Acceptance of final payment by Access AV or subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

ARTICLE 12 – PROTECTION OF PERSONS AND PROPERTY

1. Access AV shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. Access AV shall promptly remedy damage and loss to property caused in whole or in part by Access AV, or by anyone for whose acts Access AV may be liable.

ARTICLE 13 – CORRECTION OF WORK

1. Access AV shall promptly correct work rejected by the City of Nashua as failing to conform to the requirements of the Contract Documents. Access AV shall bear the cost of correcting such rejected work.
2. If Access AV fails to correct nonconforming work within a reasonable time, the City of Nashua may correct it and Access AV shall reimburse the City of Nashua for the cost of the correction.

ARTICLE 14 – PROHIBITED INTERESTS

1. Access AV shall not allow any officer or employee of the City to have any indirect or direct interest in this contract or the proceeds of this contract.
2. Access AV warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, non- contractual, financial or otherwise, in this contract or in the business of Access AV.
3. Access AV 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. Access AV further warrants that no person having such an interest shall be employed in the performance of this contract. If any such interest comes to the attention of Access AV at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City.
4. If City determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
2. The Contract shall be governed by the law of the State of New Hampshire. Any dispute arising from the Contract shall be settled in a court within the jurisdiction of the State of New Hampshire.

ARTICLE 16 – TERMINATION OF THE CONTRACT

1. If the City of Nashua fails to make payment when due or substantially breaches any other obligation of this Contract, following fifteen days' written notice to the City of Nashua, Access AV may terminate the Contract and recover from the City of Nashua payment for work executed.
2. The City of Nashua may terminate the contract if Access AV:
 - a) persistently or repeatedly refuses or fails to supply enough properly skilled workers;
 - b) fails to make payment to subcontractors for labor in accordance with the respective agreements between Access AV and subcontractors;
 - c) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d) is otherwise guilty of substantial breach of a provision of the Contract Documents.
3. When any of the above reasons exist, the City of Nashua may without prejudice to any other rights or remedies of the City of Nashua and after giving Access AV and Access AV's surety, if any, seven days' written notice, terminate employment of Access AV and may:
 - a) Finish the Work by whatever reasonable method the City of Nashua may deem expedient.
4. When the City of Nashua terminates the Contract for one of the reasons stated in 16.2 above, Access AV shall not be entitled to receive further payment.
5. If the costs of finishing the Work exceed the unpaid balance of the Contract Sum, Access AV shall pay the difference to the City of Nashua within 30 days of written notice of the amount due to the City of Nashua. This obligation for payment shall survive termination of the Contract.

ARTICLE 17 – SCOPE OF SERVICES

The scope of the project will be as follows:

- Remove existing projector and screen - customer to dispose of
- Install 2 new 75" TV's on beams according to specification
- Install 2 new 75" TV's on east and west walls according to specification
- Remove all microphones in chamber and replace with new wired microphones
- Install new digital wireless mics and incorporate them into the system.
- Install new audio mixers in control area for digital signals. Install and configure
- Tie audio to existing speakers in room. Use existing audio amplifier for room audio.
- Tie audio to existing TV broadcast system and playback system
- Install Denon Audio recorder. Program to start recording when audio system is engaged. Stop when meeting is done or audio system is turned off. This will happen automatically. No need for user intervention.
- Install Extron control system to turn TV's on and off. Start audio for meetings. Stop audio when necessary
- Switch sources and HDMI input locations. Control volume if desired. Mute presentation screens
- Display where presentation goes (if desired). Control over all meeting presentation and sound
- Install assisted listening system. Feed audio from main system to assisted listening. Test.
- Install HDMI input jacks at 4 locations determined by the specification. Connect back to the greater
- Extron System. Install confidence monitor at clerk's desk. Install CAT6 connection at clerks desk
- Install D-SAN wireless timer system at customer specified location. Set clock control at clerks desk
- Install countdown timer at location visible to those who need it. Install additional countdown clock at public speaking lectern.
- Label all wires.
- Consult with City of Nashua IT department for final programming changes, tweaks, enhancements
- Provide wiring diagram after all programming is complete and job is signed off on.
- Provide initial training at completion of work. Provide follow-up training at a time after installation
- Provide 2 additional program modifications (include with this quote) for changes, additions, etc.
- 1 year Warranty on installation and programming - 1 year parts and labor warranty on most products on this quote
- Provide an analog source to existing analog broadcast equipment and provide a digital source for next generation equipment.

Please note that all cables are required to be run within walls as no wall mounted molding is permitted.

City of Nashua (signature)

ACCESS AV (signature)

By: Jim Donchess, Mayor
(Printed Name and Title)

By: _____
(Printed Name and Title)

(Date)

(Date)