

7:00 PM

Aldermanic Chamber

1. ROLL CALL
2. PUBLIC COMMENT
3. COMMUNICATIONS

From: Amy Girard, Purchasing Manager
Re: Employee Assistance Program (EAP) provider in the amount not to exceed \$61,240 annually funded from Benefits Self Insurance Fund/52- Fringe Benefits

From: Amy Girard, Purchasing Manager
Re: Hydropower Engineering Change Order #5 in the amount not to exceed \$196,942.00 funded from Mine Falls Trust/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: Professional engineering services to evaluate retrofitting turbines at Mine Falls in the amount not to exceed \$90,040 funded from Mine Falls Trust/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: Change Order #1 for the operation and maintenance of hydroelectric facilities in the amount not to exceed \$436,000 funded from Mine Falls Trust/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: (1) Ford F-350 Super Duty XLT 4x4 Truck in the amount not to exceed \$97,505 funded from CERF/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: (2) NPD Ford Police Interceptors Hybrid Marked in the amount not to exceed \$152,625 funded from CERF/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: (2) NPD Ford Police Interceptors Hybrid Marked in the amount not to exceed \$158,241 funded from CERF/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: (4) NPD Ford Police Interceptors Hybrid Marked in the amount not to exceed \$303,422 funded from CERF/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: (2) NPD Ford Police Interceptors Hybrid Marked in the amount not to exceed \$120,523 funded from CERF/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: (1) NPD Ford Police Interceptor Hybrid Marked in the amount not to exceed \$67,159.50 funded from CERF/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: Software Subscription: Policeapp.com in the amount not to exceed \$6,500 annually funded from General Fund/ 55- Other Services

4. NEW BUSINESS – RESOLUTIONS
5. NEW BUSINESS – ORDINANCES

6. TABLED IN COMMITTEE
7. RECORD OF EXPENDITURES
8. GENERAL DISCUSSION
9. PUBLIC COMMENT
10. REMARKS BY THE ALDERMEN
11. ADJOURNMENT



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

March 11, 2026
Memo #26-141

TO: Mayor Donchess
Finance Committee

SUBJECT: Employee Assistance Program (EAP) provider in the amount not to exceed \$61,240 annually funded from Benefits Self Insurance Fund/52- Fringe Benefits

Please see attached communications from Christy Nault, Wellness Specialist, dated March 9, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Employee Assistance Program provider that will improve access to services, expanding counseling support and assist with early intervention resources
Value: \$61,240 annually
Department: 113 Benefits
Vendor: CompPsych
Fund: Benefits Self Insurance Fund/52- Fringe Benefits
Term: 3 years

Ordinance: Pursuant to § 5-78 Major purchases (greater than \$25,000) A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$25,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

Administrative Services Division: Benefits Department, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: C Nault
D Enwright
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: March 11, 2026
Re: Multi-Year Contract Award – Employee Assistance Program Provider

Pursuant to NRO : § 5-74/B: A contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the March 18, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Employee Assistance Provider to improve accessibility, increase utilization and help support the employee with behavioral health support services
Value: \$61,240 annually
Vendor: CompPsych
Purchasing Memo#: 26-141 dated March 11, 2026
Contract Term: 3 years

Thank you.

Memorandum

To: Amy Girard, Purchasing Manager

From: Christy Nault, Wellness Specialist

Date: March 9, 2026

Subject: Employee Assistance Program (EAP) Procurement Summary and Recommendation

Purpose

This memorandum summarizes the procurement process undertaken to evaluate and select a new Employee Assistance Program (EAP) provider for the City of Nashua and outlines the organizational needs that guided the evaluation and final recommendation.

Background

The City initiated this procurement process to assess the effectiveness of the current EAP model and determine whether an alternative provider could better support employee behavioral health and wellbeing. Employee feedback indicated concerns regarding accessibility, awareness of services, and overall confidence in the current provider. The existing model operates primarily as a referral-based service without an internal behavioral health clinical team, which has contributed to limited engagement despite prior program enhancements.

Additionally, the City incurred more than \$2.8 million in behavioral health professional service costs in FY2025, highlighting the importance of improving early intervention and strengthening available behavioral health resources for employees.

Organizational Needs

Based on internal review and committee input, the City identified several priorities for a future EAP provider. These included:

- A comprehensive behavioral health model supported by an internal clinical team
- Expansion to a eight-session counseling model, increasing support beyond the current four-session structure
- Multiple access points including phone, digital platforms, and mobile applications
- Concierge-style care navigation to assist employees in accessing appropriate services
- High employee satisfaction performance, including strong Net Promoter Score (NPS) ratings
- Crisis and critical incident response capabilities
- Manager consultation and organizational training resources
- A cost-neutral per employee per month (PEPM) pricing structure
 - Current Provider-Anthem EAP, 4 session model at \$1.79 pepm
 - Proposed New Provider-ComPsych, 8 session model at \$1.79 pepm

These priorities were intended to improve accessibility, increase utilization, and strengthen the overall employee experience with behavioral health support services.

Procurement Process

A Request for Proposals (RFP) was issued on December 1, 2025, and five vendors submitted responses. Following an initial review, three finalists were selected for further evaluation: ComPsych, TELUS Health, and CuraLinc Healthcare.

Vendor demonstrations were conducted virtually between late January and mid-February. Members of the selection committee reviewed proposals, attended demonstrations, and evaluated vendors using a standardized scoring tool. Evaluation criteria included ease of access and user experience, clinical service model, provider network strength, digital capabilities, engagement strategies, crisis response services, data reporting, and overall employee experience.

Recommendation

Following review and evaluation, the selection committee along with the City Wellness Specialist recommend ComPsych as the City's EAP provider. ComPsych demonstrated the strongest overall alignment with the City's service expectations, including a robust internal behavioral health model, strong engagement and access tools, high satisfaction metrics, and a cost-neutral transition.

Selecting a new provider represents an opportunity to strengthen the City's approach to employee wellbeing by improving access to services, expanding counseling support, and increasing early intervention resources while responding to employee feedback regarding current program limitations.

Next Steps

Pending required approvals, the next steps include finalizing contract negotiations, executing the agreement, initiating implementation planning, and developing a communication strategy for employees. The anticipated target go-live date is July 1, with ongoing monitoring of program utilization and outcomes following implementation.

Cc: Cathy Fournier, Benefits Manager
Tim Cummings, Director of Administrative Services



AGREEMENT

This agreement ("Agreement") sets forth the agreed upon terms and conditions surrounding ComPsych Corporation's (hereinafter referred to as "ComPsych") delivery of a GuidanceResources Program (a "Program") to employees and dependents ("Participants") of City of Nashua (hereinafter referred to as "Client") to begin July 1, 2026 ("Commencement Date"). This Agreement also refers to ComPsych and Client individually as "Party" and collectively as the "Parties." The terms and conditions are as follows:

1. **Term:** Initial term of three (3) years for the delivery of a Program to Client. After the expiration of the initial term (June 30, 2029), this Agreement shall ~~automatically renew~~ for successive three (3) year periods unless either Party shall deliver to the other Party written notice of non-renewal not less than one hundred and twenty (120) days prior to the expiration of the initial term or any applicable renewal term.

In the event that ComPsych fails to perform any material Service required to be performed by ComPsych hereunder, and such failure shall not be cured by ComPsych within thirty (30) days following the delivery of written notice by Client to ComPsych setting forth, in detail, the circumstances of such failure of performance, Client shall have the right to terminate this Agreement upon the expiration of such thirty (30) day period.

After the expiration of the first year of the Agreement (June 30, 2027), either Party may terminate the Agreement without cause by providing ninety (90) days advance written notice to the other Party.

2. **Fees:**

- (A) Client agrees to pay ComPsych a fee of \$1.79 per employee per month ("pepm"). Fees set forth herein shall remain fixed for a period of three (3) years beginning on the Commencement Date. In the event Client modifies its program design during the Term, the pepm fees shall be subject to adjustment to reflect such changes. Any fee adjustment under this provision shall apply only upon Client's exercise of the applicable program modification. Client represents that as of the Commencement Date it has approximately 3,200 employees located in the United States. Client agrees to provide ComPsych with quarterly updated employee counts and locations. Fees to be paid by Client to ComPsych shall be adjusted to reflect the updated employee counts. Client is responsible for the accuracy and quality of the data provided to ComPsych. ComPsych shall be entitled to rely on such data. Any corrections to self-reported employee counts or payment amounts must be made within sixty (60) days after the applicable payment is made to ComPsych. Payment for the Program is due on a quarterly basis beginning on the Commencement Date and thereafter on or before each three (3) month anniversary of the Commencement Date. ComPsych reserves the right to amend its fees in the event of any changes to Client's benefit plan or in the event of any other program or administrative changes due to state or federal law.
- (B) Critical incident stress management ("CISM") Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any CISM time and travel time will be billed at a rate of \$265.00 per hour plus related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.
- (C) Training Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any training time will be billed at a rate of \$215.00 per hour plus travel and related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.
- (D) Client must give ComPsych at least five (5) days advance notice if it wishes to cancel any scheduled training, on-site intervention or other on-site Service or else the applicable hourly fee set forth in Sections 2(B) and 2(C) will apply or training/CISM hours will be reduced, as the case may be.

3. **Exclusivity:** During the term of this Agreement, Client warrants that ComPsych shall be the exclusive provider of the Program under this Agreement to all employees of Client, its affiliates and subsidiaries and that all such employees shall be covered under this Agreement.
4. **Services:** The Program shall include those services described on Schedule I attached hereto (“Services”). Client agrees that any and all communications disseminated by Client to Participants regarding the Services to be rendered by ComPsych hereunder shall: (a) if written, be subject to ComPsych's prior written approval, which approval shall not be unreasonably withheld; and (b) if oral, accurately reflect the terms hereof and comply with such guidelines as may be established, from time to time, by ComPsych. Frequency and method of distribution of promotional communications shall be mutually agreed upon by the Parties.
5. **Plan Administration:** Client, as the Plan Administrator, shall retain all final authority for benefit eligibility. Client will, at its cost, distribute all notices required by the Health Insurance Portability and Accountability Act (HIPAA).
6. **Force Majeure:** No failure, delay or default in performance of any obligation of ComPsych shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of ComPsych, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.
7. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse ComPsych for all applicable sales, services and other taxes (excluding taxes on ComPsych’s net income) that may be levied upon the performance of Services under this Agreement.
8. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the Party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.
9. **Assignment:** Client must assign its rights and obligations under this Agreement to any successor by merger, consolidation or sale or other disposition of all or substantially all of its assets or stock.
10. **Billing Contact Information:** Client agrees to provide ComPsych with current and updated billing contact information.

Client Billing Contact: **Renee Durand, Accounts Payable Manager**

Address: **229 Main Street, PO Box 2019, Nashua, NH 03061-2019**

Phone number: **603-589-3182**

Email address: **Durandr@nashuanh.gov all invoices should be sent to vendorapinvoices@nashuanh.gov**

11. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other Party.
12. **Facsimile or Scan/Counterparts:** Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a Party’s execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
13. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.

14. Relationship of the Parties: ComPsych and Client agree that ComPsych is an independent contractor and neither Party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the Parties hereto.

15. No Third Party Beneficiaries: Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Client and ComPsych any rights, remedies, obligations, or liabilities whatsoever, whether in contract, statute, tort (such as negligence) or otherwise, and no person or entity shall be deemed a third-Party beneficiary under or by reason of this Agreement.

Governing Law: Choice of Law and Venue: This Agreement shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this Agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court – Nashua and not elsewhere.

Insurance and Indemnification:

ComPsych shall carry and maintain in effect during the performance of services under this contract:

- Professional Liability (Errors & Omissions)
Coverage applicable to counseling services, clinical consultation, referral services, telehealth services and related professional activities with limits of:
 - \$1,000,000 Each Occurrence
 - \$3,000,000 Aggregate;

Coverage shall be maintained for a minimum of three (3) years following termination of the agreement or include an extended reporting period.
- Cyber/Privacy Liability Insurance
Coverage for claims arising from data breach, privacy violations or unauthorized disclosure of confidential or personal information with limits of:
 - \$1,000,000 Each Claim
 - \$1,000,000 Aggregate

The above liability requirements can be met with a combination of underlying and umbrella/excess insurance.

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

- Withholding of income taxes by the City;
- Industrial insurance coverage provided by the City;
- Participation in group insurance plans which may be available to employees of the City;
- Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
- Accumulation of vacation leave or sick leave provided by the City;
- Unemployment compensation coverage provided by the City.

ComPsych will provide the City with certificates of insurance for coverage as listed below and

endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. General Liability, Employers' Liability and Auto Liability policies must name the **City of Nashua as an additional insured and reflect on the certificate of insurance**. All policies shall contain a waiver of subrogation in favor of the City of Nashua and its officers, directors, employees, volunteers and agents. ComPsych is responsible for filing updated certificates of insurance with the City's Risk Management Department during the life of the contract -

- ComPsych shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers
- Subcontractors are subject to the same insurance requirements as ComPsych and it shall be the Contractor's responsibility to ensure compliance.
- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, ComPsych must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- None of the requirements as to types and limits to be maintained by ComPsych are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ComPsych under this contract and the ComPsych is encouraged to purchase such additional insurance as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- ComPsych is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by ComPsych or anyone employed, directed, or supervised by ComPsych.

Regardless of any coverage provided by any insurance, and to the extent provided by law, ComPsych 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 ComPsych or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. ComPsych'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.

16.

17. Clause Headings: The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.

18. Entire Agreement: This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the Parties hereto, all of which are merged herein.

Please sign below to acknowledge each Party's acceptance of these terms.

ComPsych Corporation

City of Nashua

By: _____

By: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

SCHEDULE I
GUIDANCERESOURCES®
COVERED SERVICES

1. **Account Management:** Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the Program.
2. **Management Report:** ComPsych will prepare and provide to Client customary statistical management reports, without disclosure of the identity of any Participant utilizing the Services.
3. **Training/CISM:** Provide Client with up to thirty (30) hours of a combination of the following types of Services per contract year: 1) employee/supervisor orientation sessions (in-person or via Webinar), 2) personal development workshops, 3) health/enrollment fairs, and 4) CISM Services. Each training session will be a minimum of thirty (30) minutes in length and same-day training sessions must run consecutively, unless otherwise mutually agreed upon. Training must be scheduled thirty days in advance. The date and time of any CISM Services shall be mutually agreed upon by Client and ComPsych.
4. **Program Promotion:** ComPsych will provide customary promotional materials, including a one-time home mailing upon implementation of the Program, announcing and explaining the Program to Client employees.
5. **Service Access:** Toll free telephone line access to guidance consultants as well as online access to GuidanceConnect® via GuidanceResources Online.
6. **Assessment, Counseling and Referral:** Assess the presenting problem of each Participant requesting counseling Services and provide a maximum of eight (8) sessions (In California a maximum of three sessions in a six month period with additional sessions for acute emergencies, consultations after referral or re-referral, or a consultation due to a management or union request for information or assessment regarding work performance issues). If the Participant's presenting problem is determined not to be resolvable in the above number of sessions, the Participant will be referred for alternative Services after assessment.
7. **Supervisor Consultation:** ComPsych professionals are available to provide technical support and policy-based information to supervisors and managers of Client.
8. **LegalConnect®:** Provide Client Participants with telephonic legal information and local referral upon request. If a local referral is requested, the Participant shall be entitled to a free thirty minute consultation and thereafter a 25% reduction in the attorney's customary rates. However, ComPsych does not guarantee the availability of discounted fees in certain rural areas. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to retain such resource. ComPsych does not assume any liability with regard to the Services performed by any resource.
9. **FinancialConnect®:** Provide Client Participants with telephonic financial information regarding their personal finances and related issues.
10. **FamilySource®:** Provide Client Participants with child and/or elder care resources in the Participant's community. In addition, provide information on automobile purchases, relocation, pet Services and apartment shopping. ComPsych does not control and is not responsible for the quality of Services rendered by resources nor does ComPsych review or monitor their activities. A referral by ComPsych to a resource is not a recommendation, approval or representation by ComPsych regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource. ComPsych does not assume any liability with regard to the Services performed by any resource. FamilySource Services are defined as individual Participant requests that are completed by providing information and, if applicable, local referrals based on a Participant's specific criteria. Any requests by Client for information to be used as a company "directory" or "guide," such as multi-state, multi-county, or multi-zip code searches, are outside the scope of FamilySource Services and development of such directories or guides will be billed at a rate of \$125/hour.

- 11. GuidanceResources® Online:** Online (via www.guidanceresources.com) information, resources, tools and other features on topics such as health & wellness, law & regulations, family & relationships, work & education, money & investments, consumer & leisure and home & auto.
- 12. GuidanceEnhanced:** Provide Client with appointment assistance. Unless declined by the Participant at time of intake, the ComPsych Guidance Consultant will coordinate an appointment for the Participant.
- 13. Well-Being Coaching:** ComPsych will provide Participants with a flexible five-session coaching model that will help Participants to take charge of their individual health and make lifestyle changes. With a goal to educate, motivate and modify behavior, ComPsych coaches will offer holistic, one-on-one support (via telephonic or video sessions) for a wide variety of issues such as coping with stress and anxiety, burnout, dealing with competing needs, developing self-compassion, developing resiliency, time management, motivation, physical well-being techniques, tobacco cessation, and weight management.
- 14. Computerized Cognitive Behavioral Therapy (“CCBT”):** Provide Participants with access to interactive, individually-tailored applications that empower users to address depression, anxiety, stress, substance use, chronic pain and sleep challenges, while also supporting the physical and spiritual aspects of whole person health.
- 15. WellthSource:** Provide Participants with access to an interactive financial wellness resource that helps employees and their family members create and manage a well-planned, flexible and sustainable lifestyle of healthy financial habits.
- 16. GuidanceSessions:** Provide Participants with small group sessions to address shared experiences (i.e., Stress (general), work-related stressors, community stressors (i.e., pandemic, DEI/social injustice, etc.). This service provides a safe and supportive space to discuss and process stressors, receive peer support, and identify and share new coping skills to build resilience and manage stress. The time and date of such services shall be mutually agreed upon by the parties. Client agrees to pay a fee of \$265.00 per hour plus related expenses for GuidanceSessions services.
- 17. DOT Services:** ComPsych shall coordinate referrals to and compensate Substance Abuse Professionals. Substance Abuse Professionals shall provide required services and communicate directly with Client’s designated employer representative. It is agreed and acknowledged that ComPsych shall have no responsibility or liability whatsoever to Client, its employees or any other person, firm, corporation or entity for any employment related decisions made by Client. Client agrees to pay ComPsych a fee of \$840.00 per DOT case. ComPsych shall invoice Client on a fee-for-service basis and payment is due within ten (10) days after receipt of invoice.
- 18. Fitness For Duty (FFD) Services:** FFD Evaluation is a forensic evaluation completed by a psychologist or psychiatrist outside of scope of the EAP for the purpose of evaluating an employee’s ability to safely perform the functions of their job, assess organizational and behavioral risk. It is solely Client’s responsibility to decide whether to refer an employee for a FFD Evaluation. ComPsych will assist Client to identify a FFD provider and schedule an appointment for an employee evaluation. It is Client’s responsibility to notify the employee of the reason for the evaluation and the date/time of the appointment. ComPsych will ensure that following the evaluation, the provider submits a written report to Client within five business days after the evaluation. ComPsych will work with the employee to ensure access to recommended services, if indicated, and will monitor the employee’s compliance with the treatment recommendations. ComPsych will reimburse the provider for services. Only the Client may make employment related decisions. It is agreed and acknowledged that ComPsych shall have no responsibility or liability whatsoever to Client, its employees or any other person, firm, corporation or entity for any employment related decisions made by Client or in connection with any advice or opinions rendered by the FFD provider. The per-case fee for FFD Coordination, which includes all provider fees, is \$4,000.00. Should Client request a follow up evaluation within 90 days after the initial evaluation, such evaluation will be provided for an additional charge of \$2,000.00. Follow up evaluations requested after 90 days will be provided for an additional charge of \$4,000.00. A \$250.00 set-up fee will be charged for cancellation requests occurring four (4) or more business days prior to the scheduled appointment. \$875.00 will be charged for cancellation of psychological/psychiatric exams occurring three (3) or fewer business days prior to the scheduled appointment. \$1,250 will be charged for cancellations or no-shows of psychological/psychiatric exams which occur on the scheduled appointment date. \$1,300 will be charged for cancellations of neuropsychological exams occurring three (3) or fewer business days prior to the scheduled appointment. \$1,700 will be charged for cancellations or no-shows of neuropsychological exams which occur on the scheduled appointment date.

SCHEDULE II
PERFORMANCE GUARANTEES

Performance guarantees will be measured annually for determination of whether a penalty amount will be credited, not to exceed a ten percent (10%) credit of administrative fees paid by Client during the most recent completed contract year. Reconciliation of performance guarantees shall occur within sixty (60) days after the end of each contract year.

CATEGORY	MEASUREMENT	PENALTY (as a % of Fees)
ACCESS		
Average Speed of Answer	Calls to intake answered within an average of 30 seconds or less.	2%
Call Abandonment	5% or less of calls to intake.	2%
Network Access	ComPsych agrees to ensure the level of network access available to Client employees meets the following requirements: Urban: 90% of employees have access to two providers within 15 miles of work location. Suburban: 90% of employees have access to a provider within 20 miles of work location. Rural: 90% of employees have access to a provider within 30 miles of work location (if a provider is available within such a distance).	2%
SERVICE		
Satisfaction	Average participant satisfaction rating of 3 or better (on a 5 point scale) from all Client participants responding to a satisfaction survey. A minimum of 50 responses or 2% of the employee population, whichever is greater, is required for this category to apply.	2%
Utilization Reports	Quarterly, within 30 days after the end of each quarter	2%



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

March 11, 2026
Memo #26-142

TO: Mayor Donchess
Finance Committee

SUBJECT: Hydropower Engineering Change Order #5 in the amount not to exceed \$196,942.00
funded from Mine Falls Trust/ 53- Professional & Technical Services

Please see attached communications from Deb Chisholm, Sustainability Manager, dated March 4, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Change Order #5 to study water quality, fish passage studies and to consult with State and Federal agencies for the City's Hydroelectric facilities
Value: \$196,942
Value To Date: \$931,090 Finance Memo#26-124
Department: 170 Hydroelectric Operations
Vendor: Verdantas LLC
Fund: Mine Falls Trust/53- Professional & Technical Services

Ordinance: Pursuant to § 5-91 Amendment to Contracts- No contract may be amended as to its scope of work or so as to increase sums payable to the contractor, without Finance Committee approval for amendment amounts exceed \$25,000; and without the Board of Aldermen amounts exceeding \$1,000,000

Community Services Division: Hydroelectric Operations, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: D Chisholm
L Tripp
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: March 11, 2026
Re: Million Dollar Contract Award – Hydropower Engineering Change Order #5

Pursuant to NRO : § 5-74/B: E. Approval by the Finance Committee of a contract award in excess of \$1,000,000 shall be submitted to the full Board of Aldermen at its next regularly scheduled meeting for final approval prior to award of the contract.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the March 18, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Change Order #5 for the hydropower engineering fish passage study
Value: \$196,942
Value To Date: \$931,090
Vendor: Verdantas LLC
Purchasing Memo#: 26-142 dated March 11, 2026

Thank you.

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 Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Transportation Department	880-0100
Sustainability	589-3092
FAX	589-3119
www.nashuanh.gov	

Date: March 4, 2026
To: Amy Girard, Purchasing Manager
From: Deb Chisholm, Sustainability Department Manager
Re: Verdantas Contract Change Order #5

The City has engaged an engineering firm, Verdantas, to assist the City with addressing the stipulations and terms and conditions relative to the relicensing of the Mine Falls Hydroelectric Facility and the exemption amendment granted for the Jackson Mills Hydroelectric Facility as part of the turbine upgrade project.

This change order supports additional scope for the contract that includes water quality studies to be performed in accordance with the NH DES-issued Water Quality Certification requirements. In addition to water quality, fish passage studies for each facility are also included. Time to consult with State and Federal agencies as well as attend collaborative meetings is also included.

At Mine Falls, an American Eel Upstream Siting Study will be performed to determine the timing, spatial distribution, and abundance of juvenile American Eels downstream of the dam. The results of this study will be used to identify optimum locations for installing upstream eel passage facilities and ultimately provide effective upstream eel passage at this site.

At Jackson Mills, a Zone of Passage Study will be performed to evaluate the habitat conditions below the spillway in the bypass reach to ensure safe, timely passage of fish and aquatic organisms passing downstream of the project. The objectives are to identify any potential stranding pools that may exist along the rock berm and built-up boulders and gravel below the spillway and in the bypass reach. In addition, if any strandings are observed, recommendations would be made to reduce the risk of future strandings.

The increased costs from this Change Order 5 in the amount of \$196,942 will increase the Verdantas contract amount from \$931,090 to \$1,128,032 and maintain the period of performance of the contract at May 31, 2027.

Attachment: Change Order 5
Verdantas proposal

Project Title Mine Falls and Jackson Mills Water Quality and Fish Passage Studies
Contractor Verdantas
Project Engineer Greg Allen
Purchase Order 194106
Change Order 5
Prepared By Deb Chisholm
Today's Date 3/4/2026



Classification

	ADD/DELETE
☒	INCREASE IN WORK SCOPE/SCHEDULE
	LOST TIME or STANDBY
	OTHER

Description

A new license for Mine Falls and a license exemption amendment for Jackson Mills both require water quality studies to be performed in accordance with DES-issued Water Quality Certification and fish passage studies associated with the respective licenses.
 See attached proposal.

Reason for Change

This change order reflects a change to the scope of the existing contract.

Schedule Impact

The period of performance for the existing contract will remain May 31, 2027.

Cost of Change

Total	\$	196,942.00
Original PO	\$	208,100.00
CO1	\$	5,320.00
CO2	\$	41,700.00
CO3	\$	436,670.00
CO4	\$	239,300.00

Current Contract Amount including the above change \$ 1,128,032.00

Approvals

Verdantas _____	Date _____
printed name: _____	
City of Nashua _____	Date _____
printed name: Jim Donchess - Mayor _____	

December 10, 2025

Via E-mail

Ms. Deb Chisholm
Sustainability Department Manager
City of Nashua
603.589.3092
ChisholmD@NashuaNH.gov

Proposal – Hydropower Engineering Services for Mine Falls and Jackson Mills,

Dear Ms. Chisholm,

Verdantas is pleased to submit this proposal to the City of Nashua (City) to provide hydropower engineering and related services for the Mine Falls and Jackson Mills Hydropower Projects. The City has submitted a draft License application (DLA) for the Mine Falls project and expects to receive the final license very soon and will need to address license conditions. The City is also obligated to comply with the Water Quality Certification and Fish Passage Improvement Plan for Jackson Mills. This proposal includes Verdantas' support to comply with agency requirements for Mine Falls and Jackson Mills in 2026. Specifically, this proposal includes the following:

Mine Falls

- Water quality study,
- Upstream eel passage study,
- Agency consultations, and
- Project management and meetings.

Jackson Mills

- Water quality study,
- Zone of Passage study,
- Agency consultations, and
- Project management and meetings.

Additional efforts that may be required in 2026 which will be part of a future proposal include the following:

- Topography and property surveys,
- Bathymetry surveys

Scope of Services

100. Project Management and Meetings

This task includes routine project administration, such as project cost and schedule tracking, and project communications and meetings. Verdantas will schedule regular project update meetings with the City on a monthly basis.

- **Kickoff Meeting:** The kick-off meeting will be a virtual web meeting and will provide an opportunity to reiterate project goals, identify existing available data, and solicit input from the City.
- **Monthly Status Update Meetings:** Verdantas will schedule monthly update meetings throughout 2026. These meetings will be held virtually and attended by the Project Manager, and other project support staff as needed. We have assumed 12 monthly meetings, assuming the first meeting is scheduled for Jan, approximately one month after the kick-off meeting. Verdantas will prepare meeting minutes for each monthly meeting.
- **Project Administration:** This task includes routine project administration such as tracking project cost, schedule, and invoices. All submittals will be developed using Microsoft Office Suite programs and deliverables will be transmitted in their native form and/or .pdf where appropriate. Verdantas has assumed approximately 10 months of active project management.

200. Agency Consultation

Verdantas assumes multiple meetings with the participating resource agencies (NOAA, USFWS, and NHFG) to discuss study plans and fish passage design. This will also provide the City and Verdantas an opportunity to discuss the proposed schedule and deliverables with the agencies. Verdantas will participate in additional agency meetings as necessary.

This proposal covers the following efforts:

- Participate in up to four teleconference agency meetings, and
- Preparation of meeting minutes.

Verdantas will maintain a record of agency consultations including meeting minutes, correspondence, and technical memorandums, which is required for permitting.

Mine Falls

Verdantas understands that the City filed its revised Final License Application (FLA) with FERC in 2022 which included a suite of proposed environmental measures. The Environmental Analysis (EA) was filed in August 2025, followed by comments and responses by agencies. The license order is expected to be issued by FERC by the end of 2025 or beginning of 2026. Therefore, the following field studies are expected to be required in 2026.

300. Mine Falls Water Quality Study

Water quality upstream and downstream of the dam will be continuously monitored every 15 minutes for five weeks in July and August using In Situ Aqua Troll 600 multiparameter sondes. Four data sondes will be deployed with one upstream of all project structures in the upper impoundment, one at the deepest part of the impoundment, one in the tailrace, and one in the bypass reach. The locations will be as similar as possible to the locations monitored in 2020 to help with comparing data over time. The final location of the sondes will be determined after the initial site visit and installation. Loggers will measure DO, temperature, conductivity, and pH. The sondes will be checked every week for proper operation and to download the data. During each check, additional water quality spot measurements will be conducted using a YSI Pro Plus and a Secchi disk. These measurements include DO, temperature, pH, conductivity, and turbidity. After each data download, the sondes will be calibrated before returning to logging.

400. Mine Falls American Eel Upstream Passage Siting Study

Juvenile American Eel surveys will be conducted to document the presence and abundance of juvenile eels in areas immediately downstream of the Mine Falls Dam to identify potential locations where upstream migrants (primarily elvers) congregate when attempting to pass upstream of the dam. Surveys will be conducted approximately May 15 through October 15 in 2026 and 2027 to cover the upstream migration season. Biweekly surveys will be conducted in May, September and October whereas weekly surveys will be conducted June through August. Sampling will include the use of up to five eel mops as well as nighttime surveys. Eel mops consist of unfurled polypropylene rope attached to a weighted pot saucer to mimic grass habitat. Unlike other traps, eel mops allow eels to come and go freely. However, when the primary purpose of a study is to determine where the eels are congregating eel mops are a great collection method. Since they are easy and inexpensive to make, multiple eel mops can be deployed throughout the study area. Eel mops can also be deployed in a variety of depths and velocities compared to other traps that may be limited in their deployment locations. Previous experience with these traps has found higher number of eels collected compared to other types of traps/ramps. Potential eel mop deployments include shallow water areas along the width of the dam where eels are likely to congregate and in the entrance and the exit channels of the fishlift. Locations of the eel mops could be subject to change based on accessibility of preferred sampling areas determined during the initial installation.

Nighttime surveys will also be conducted by wading in the river below the dam throughout the bypass reach and tailrace, where it is safe to do so. Surveys will begin at least one hour after sunset and low intensity white or red-filtered light sources will be used to observe migrating eels. When flow conditions do not allow for safe access to the river by wading, observations will be made from the riverbanks to the extent possible.

Any eels collected or visually observed will be enumerated, measured for length bins, and released into the impoundment upstream. Environmental conditions will be recorded including water temperature, river flow, weather conditions/patterns, and lunar cycle in order to determine any correlation between environmental parameters and upstream migratory behavior at the Mine Falls Dam.

Jackson Mills

500. Jackson Mills Water Quality Study

Water quality upstream and downstream of the Jackson Mills dam will be continuously monitored every hour from April through October using In Situ Aqua Troll multiparameter sondes. Three sondes will be deployed with one upstream of all project structures in the upper impoundment, one in the tailrace, and one downstream of the confluence of the tailrace and bypass reach. The final locations of the loggers will be determined after the initial site visit and installation. Each sonde will measure DO, temperature, pH, and chlorophyll-a. The sondes will be checked every two to three weeks for proper operation and to download the data. After each data download, the sondes will be calibrated before returning to logging. After the first year of monitoring, subsequential monitoring (every five years) will occur at the same (or as close as possible) locations and will be reduced to the warmer temperature months (June - August).

In addition to the data recorded by the sondes, grab samples will be collected from each of the sonde locations every two to three weeks when the sonde data is downloaded. Grab samples will be assessed for the same water quality parameters monitored by the multiparameter sondes using a YSI meter (DO, temp, pH, and conductivity). Prior to sampling, the YSI meter will be calibrated. In addition, grab samples will be collected for chlorophyll-a, total nitrogen, and total phosphorous and sent to a laboratory. All samples will be handled and packaged to prevent degradation and loss of accuracy. The samples will be transported to accredited laboratory for analysis.

600. Jackson Mills Zone of Passage Study

Simulated Spill Events

Over the course of the upstream migration season (April-August), five simulated spill events (one per month) will be evaluated. Spill events will be simulated to represent operational events that would typically cause an increase in river flow followed by a rapid decrease when the crest gate is opened and then closed.

Visual and Fish Collection Surveys

Visual surveys will be conducted within two hours after spill events. Visual surveys will consist of personnel walking the exposed rock berm and boulders on the right side of the river and looking for any stranded fish in pools or between large rocks (Figure 2). Pools will be examined to determine if they are completely isolated or if there is any passage to the river channel. Exact search areas will depend on physical access and safety for personnel. All fish observed will be collected using dip nets, counted, identified to species, and measured for size to the extent possible. Once fish are processed, all fish will be released back into the river.

Deliverables

General:

- Monthly Project Update Meeting Minutes, and

- Agency Meeting Minutes.

Mine Falls:

- Water Quality Study Report,
- Upstream Eel Passage Study Report.

Jackson Mills:

- Water Quality Study Report,
- Zone of Passage Study Report.

Schedule

Verdantas proposed to conduct the above studies in 2026 to comply with the recommended studies for Jackson Mills and Mine Falls.

The proposed schedule for the scope of work is provided in Table 1.

Table 1. Proposed Project Schedule

Milestone	Date
Execute Contract Kick-off Meeting Agency Meeting	Feb Feb Feb-Dec
Jackson Mills	
Zone of Passage Study	Apr -Dec
Water Quality Study	Jul-Dec
Mine Falls¹	
Water Quality Study	Apr-Dec
American Eel Siting Study	May-Dec

1. Assume Final License Issuance in early 2026 and acceptance of study plans

Price

Verdantas' estimate to complete the scope of services is provided in Table 2. Verdantas will invoice monthly on a time and expense not-to-exceed basis. Travel and lodging expenses will be billed based on the IRS per diem rate or direct expenses.

This estimate is based on the anticipated Scope of Services described above, which represents our present judgment as to the level of effort required. Any substantial scope items not indicated herein are outside of this scope of service and will be handled on an as-needed basis and Verdantas will obtain written authorization prior to initiating work on any out-of-scope items.

Table 2. Budget

Task	Description	Total Labor Hours	Labor	Sub-Consultant	ODCs	Subtotal
100	Project Management and Meetings	101	\$ 18,240.00			\$ 18,240.00
200	Agency Consultation	18	\$ 3,345.00			\$ 3,345.00
Mine Falls						
300	Water Quality	150	\$ 23,770.00		\$ 7,450.00	\$ 31,220.00
400	American Eel Siting Survey	338	\$ 48,910.00		\$ 2,925.00	\$ 51,835.00
Jackson Mills						
500	Water Quality	238	\$ 36,530.00	\$ 12,162.00	\$ 22,865.00	\$ 71,557.00
600	Zone of Passage	136	\$ 19,620.00		\$ 1,125.00	\$ 20,745.00
Total		981	\$ 150,415.00	\$ 12,162.00	\$ 34,365.00	\$ 196,942.00

Assumptions made in preparation of the Scope of Work and Price:

- Project authorization by Feb, 2026,
- Invoices will be submitted monthly,
- Prices valid for 90 days following issuance,
- Payment terms: net 30 days,
- Project duration: through December 2026,
- Schedule assumes timely receipt of requested data,
- Monthly project virtual team meetings, 12 included through 2026,
- Agency meetings: 4 virtual team meetings included for 2026,
- Project management for 12 months through 2026,
- All submittals will be electronic; no hard copies will be provided,

Thank you for the opportunity to support the City of Nashua to achieve compliance with the anticipated FERC order issuing a new license for Mine Falls and the amended FERC exemption for Jackson Mills. Our team is prepared to start work on these tasks as soon as we are authorized. If you have any questions, please feel free to call me at 508-500-6202.

Sincerely,



Gregory Allen, PE
Principal, Senior Consultant
508.500.6202
gallen@verdantas.com



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

March 11, 2026
Memo #26-143

TO: Mayor Donchess
Finance Committee

SUBJECT: Professional engineering services to evaluate retrofitting turbines at Mine Falls in the amount not to exceed \$90,040 funded from Mine Falls Trust/ 53- Professional & Technical Services

Please see attached communications from Deb Chisholm, Sustainability Manager, dated March 10, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Engineering services to assess the feasibility of retrofitting the Mine Falls turbines with "FishSafe™" Restoration Hydro Turbine runner designs
Value: \$90,040
Department: 170 Hydroelectric Operations
Vendor: Natel Energy
Fund: Mine Falls Trust/53-Professional & Technical Services

Ordinance: Pursuant to NRO § 5-83 Professional Services (A) In the purchase of accounting, architectural, auditing, insurance, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required.

Community Services Division: Hydroelectric Operations, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: D Chisholm
L Tripp
T Cummings

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 Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Transportation Department	880-0100
Sustainability	589-3092
FAX	589-3119
www.nashuanh.gov	

Date: March 10, 2026
To: Amy Girard, Purchasing Manager
From: Deb Chisholm, Sustainability Department Manager
Re: Contract with Natel Energy

The City is engaging with Federal and State agencies to develop safe and effective fish passage at the Mine Falls Hydropower Facility. Fish passage modifications are required as a condition of the new license the City has applied for in order to continue operating the facility. The City's consultant for fish passage has developed a list of options that could provide what is required. One of the options is a new style of hydropower turbine referred to as fish-friendly. The City is considering this option to address fish passage as well as an upgrade to the aging/failing turbines at Mine Falls. This retrofit design uses an innovative blade shape to enable downstream fish passage through as opposed to around the turbine units, saving costly fish screening and curtailment measures while allowing for the full hydraulic resource of the river to be available to the facility.

The scope of this contract will include design engineering work to evaluate the feasibility of retrofitting both turbines at Mine Falls with "FishSafeTM Restoration Hydro Turbine runner designs. Details of the scope can be found in the attached proposal.

There are only a few companies worldwide that provide this type of turbine design, and Federal and State agencies that the City is collaborating with have indicated their support for the City investigating the feasibility of utilizing this type of turbine to address safe and effective fish passage.

In accordance with the City's Professional Services § 5-83A, the services to be provided under this contract do not require competitive bidding. I respectfully request that the Finance Committee approve the contract amount of \$90,040 to allow Natel Energy to move forward with the feasibility study for fish-friendly turbine at Mine Falls Hydropower Facility.

Attachment: Natel proposal



CONTRACT FOR PROFESSIONAL SERVICES

FISH FRIENDLY TURBINE DESIGN FEASIBILITY STUDY

A CONTRACT BETWEEN

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

AND

NATEL ENERGY HOLDINGS, INC DBA NATEL ENERGY

and its successors, transferees and assignees (together “Professional Consultant”)

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of a Professional Consultant; and

WHEREAS, it is deemed that the services of a Professional Consultant herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B--Scope of Services, Contract Time, Fee Schedule

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

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

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

3. PERIOD OF PERFORMANCE. Professional Consultant shall perform and complete all work by **December 31, 2026** and may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional Consultant shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Professional Consultant agrees to perform the work for a total cost not to exceed

Ninety thousand and forty Dollars (\$90,040)

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

Electronically via email to VendorAPInvoices@nashuanh.gov

OR

Paper copies via US Mail to

**City of Nashua, City Hall
Attn: Accounts Payable
PO Box 2019
Nashua, NH 03061-2019**

Please do not submit both electronic and paper copies

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

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

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.
2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

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

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

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

CITY OF NASHUA REPRESENTATIVE:

Mayor Jim Donchess
229 Main Street, PO Box 2019
Nashua, NH 03060

With Copy to
Deb Chisholm
Sustainability Manager
229 Main Street, PO Box 2019
Nashua, NH 03060

REPRESENTATIVE:

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

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

City of Nashua, NH (signature)

Natel Energy (signature)

*James Donchess, Mayor
(Printed Name and Title)*

(Printed Name and Title)

Date

Date

EXHIBIT A
TABLE OF CONTENTS
GENERAL CONDITIONS

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

General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Professional Consultant", and its successors, transferees and assignees (together "Professional Consultant") includes any of the Professional Consultant's consultants, sub consultants, contractors, and subcontractors
2. **PROFESSIONAL CONSULTANT STATUS** The parties agree that Professional Consultant shall have the status of and shall perform all work under this contract as a Professional Consultant, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Professional Consultant, and nothing in this contract shall create any contractual relationship between the City of Nashua and Professional Consultant's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Professional Consultant is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Professional Consultant or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.
3. **STANDARD OF CARE** Professional Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional Consultant warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Professional Consultant to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Professional Consultant shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Professional Consultant's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Professional Consultant shall not in any way relieve Professional Consultant of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Professional Consultant's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Professional Consultant shall be and remain liable in accordance with the terms of the contract and applicable law.

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

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

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

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

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Professional Consultant in the performance of its work under this contract and that such personnel will be available to Professional Consultant for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Consultant with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Aldermen and Finance Committee in a timely manner. The City of Nashua and Professional Consultant also agree to attend all meetings called by the City of Nashua or Professional Consultant to discuss the work under the Contract, and that Professional Consultant may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.
7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Professional Consultant warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Professional Consultant. All future questions Professional Consultant may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Consultant's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or

discrepancy which has been performed by Professional Consultant prior to having received the City of Nashua's resolution shall be at Professional Consultant's risk and expense. At all times, Professional Consultant shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Professional Consultant is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. TERMINATION OF CONTRACT

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

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

Upon receipt of notice of termination, abandonment, or suspension at will, Professional Consultant shall:

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

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

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

Upon receipt of notice of termination for cause, Professional Consultant shall:

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

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

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

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

C. GENERAL PROVISIONS FOR TERMINATION Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Professional Consultant shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Professional Consultant assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Professional Consultant's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Professional Consultant's control.

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Professional Consultant Representative. At all times, Professional Consultant shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, the parties may request that the dispute be submitted to the Board of Aldermen for resolution. If the parties are dissatisfied with the

decision of the Board of Aldermen, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Professional Consultant for damages because of hindrances or delays in the progress of the work from any cause, and Professional Consultant agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **INSURANCE** Professional Consultant shall carry and maintain in effect during the performance of services under this contract
- Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
 - \$1,000,000 Combined Single Limit Automobile Liability;
***Coverage must include all owned, non-owned and hired vehicles.**
 - Professional Liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate;
 - and, Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000. All contractors and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation."

The above liability requirements can be met with a combination of underlying and umbrella/excess insurance.

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

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

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Professional Consultant must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Professional Consultant of its responsibilities or limit the amount of its liability to the City of Nashua or other persons,

and Professional Consultant is encouraged to purchase such additional insurance, as it deems necessary.

➤ The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.

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

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

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

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

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

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

16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Professional Consultant agrees to the following terms. Professional

Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Professional Consultant agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

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

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

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

17. **ENDORSEMENT** Professional Consultant shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Consultant or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Professional Consultant shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Professional Consultant related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Aldermen, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

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

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

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

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

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

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Professional Consultant shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation

of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Consultant in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Consultant with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Consultant shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Community Development Division Director or other designated official accepts and approves the notice of completion.

23. **TAXES** Professional Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Consultant hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **PROHIBITED INTERESTS** Professional Consultant shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Consultant warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Consultant. If any such interest comes to the attention of Professional Consultant at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional Consultant 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. Professional Consultant further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

Professional Consultant warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Consultant to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this

contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Professional Consultant, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Professional Consultant.
28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Professional Consultant. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

EXHIBIT B

Scope of Services, Contract Time, Fee Schedule

DRAFT

0520a – Mine Falls RHT Retrofit Feasibility Study

TECHNICAL & BUDGETARY PROPOSAL

Date: 2026.03.02

Validity: 30 days from Date



Prepared For:

The City of Nashua NH

Deb Chisholm

Sustainability Dept. Mgr.

Nashua, NH

Prepared By:

Natel Energy Holdings, Inc. DBA Natel Energy

Pat Donahue

VP, Business Development

Alameda, California, USA

Confidential and proprietary document.

Disclosure to third parties not permitted without Natel's prior written consent.

TABLE OF CONTENTS

1. INTRODUCTION	3
2. SCOPE OF WORK	3
3. SUGGESTED FUTURE WORK	5
4. SUPPORTING DISCUSSION	5
5. TERMS AND CONDITIONS	6
5.1. Disclaimer	6
5.2. Sales Terms	6
5.3. Changes	7
5.4. Client-Provided Information	7
5.5. Insurance	7
5.6. Intellectual Property	7
5.7. Publicity	8
APPENDIX A: Natel RHT Peer-Reviewed Literature	9
APPENDIX B: Natel Test Capabilities	10

REVISION TABLE

Version	Date	Description of changes	Natel Approval
1.0	2026.03.02	Initial release	PSD

1. INTRODUCTION

Natel Energy Holdings, Inc. DBA Natel Energy, (“**Natel**”) is a California-based engineering and technology company that designs sustainable hydropower solutions and provides services to support sustainable development and operation of hydropower projects. Natel’s FishSafe™ runners are designed using state-of-the-art computational fluid dynamics to deliver high hydraulic efficiency, reliability, safe through-turbine fish passage, simplified through-turbine debris passage, and simple civil works integration.

The City of Nashua NH (“**Client**”) is a New Hampshire municipality that produces hydroelectric power as part of its energy mix and is evaluating alternatives for downstream fish passage at selected hydropower facilities.

Natel is grateful for the opportunity to present this Technical and Budgetary Proposal for the Mine Falls Hydropower Project (“**Project**”). The output of this project will include preliminary Restoration Hydro Turbine (“**RHT**”) design and performance predictions along with a report summarizing Natel’s recommendations for RHT retrofit.

2. SCOPE OF WORK

Phase 1: RHT retrofit feasibility study

Natel will perform design engineering work to evaluate the feasibility of retrofitting the Project with FishSafe™ RHT runner design(s). Feasibility will be evaluated by the metrics of hydraulic efficiency, predicted fish safety, and runner manufacturability for design(s) that fit as much as possible within the existing water passageway. Natel’s deliverables will include:

- the development and analysis of preliminary RHT hydraulic design(s),
- meetings with the Client to discuss the results,
- preliminary equipment cost estimate(s), and
- a short report in which the analysis and results are summarized.

Natel will reconstruct 3D models of the turbine and water passageway(s), including important features of the intake, discharge ring, and draft tube. These models will be utilized to run steady-state 3D CFD simulations of runner designs specifically created for the Project. These simulations will likely utilize a known operating head and known shaft speed, solving for flow rate and other performance parameters; taken together this allows calculation of hydraulic efficiency. A full hill chart will not be produced for this study, but Natel may check 1–2

Confidential and proprietary.

Disclosure to third parties not permitted without Natel Energy’s prior written consent.

Page 3 of 13

additional operating points on either side of the best efficiency point to better understand the nature of the broader performance characteristics of the runner. Natel may perform a CFD validation exercise if precise as-built runner geometry is made available by Client. Considerations of various aspects of the work needed to install RHTs will be studied, with the goal being as simple a retrofit process as possible.

The proposed scope herein is intended to reach a feasibility assessment level of design, and additional design iteration in a detailed design phase will be required to achieve readiness for implementation.

The following are data and specifications to be provided by Client to Natel, in order to complete the scope of work. Drawings, spec sheets, and manuals from original equipment suppliers along with approved construction drawings are generally the most useful:

1. Drawings and specifications sufficient to recreate the water passageways in 3D CAD;
2. Tailwater and runner elevations sufficient for cavitation analysis;
3. Key operating conditions of the existing units: shaft or electrical power output along with corresponding head and tail water levels, discharge, gate, and blade angles. Seasonal data is preferred if available, with time series data spanning representative years of operation the most useful. Existing runner efficiency curves, index test, or efficiency test results if available;
4. If available, precise geometry of the existing runners combined with index-test or scale model performance test data, allowing validation of the CFD model predictions and benchmarking of the new design;
5. Existing runner mass and inertias, generator rotor and/or full rotating assembly inertias, individual blade mass, shaft-to-runner interface details, Kaplan governing/servo capacity, runaway speed rating, and thrust bearing capacity if known;
6. Fish species of interest, along with any specifications, goals, or targets for fish survival, known migration period(s), and the existing and/or planned trash rack spacing;
7. Any turbine components or auxiliary equipment which are nearing planned replacement/refurbishment, which may be considered for modification (beyond the runner).

At the start of the study, Client and Natel will review the data together to ensure the specifications or any simplifying assumptions are mutually understood. Natel estimates the time needed to complete Phase 1 to be 4–6 months after the data items noted above are provided to Natel. The total fee for Phase 1 is \$90,040.

3. SUGGESTED FUTURE WORK

If the feasibility study has a positive outcome, additional work is suggested to prepare for and implement RHT retrofit, which may include the following:

Detailed RHT Hydraulic Design and Testing

Complete the hydraulic design process for selected project(s) and optimize design to meet all requirements for performance, fish passage, and cavitation. Finalize geometry and full hill plots for performance and loads.

Optionally, conduct runaway scale model testing on Natel's hydraulic test facility in Alameda, CA. This is a simplified sub-60193-scale test which allows for experimental determination of the runaway speed at much lower cost and with less time than a complete scale model performance test, providing confidence in a critical design criteria prior to finalizing the hydraulic design for scale performance testing.

Natel can additionally offer review and collaboration with a 3rd party or manufacturer-operated scale model performance test facility, should such testing be incorporated into the implementation schedule. Natel support may include review of test plans and designs, participation and observation of physical testing, and review and responses to test results.

RHT Retrofit Implementation

Natel will deliver the final hydraulic design specifications and loads to a turbine manufacturing partner and support the mechanical design and supply chain stages as needed. Following commissioning, if fish passage testing is required of the completed unit(s) Natel may assist with test planning and design as well as the analysis of resulting data.

4. SUPPORTING DISCUSSION

Natel's FishSafe™ Restoration Hydro Turbine is a runner design family for the hydropower market, enabling downstream passage through rather than around turbine units. From initial sizing through detailed CFD and testing, Natel's FishSafe™ RHT runner design approach is one that emphasizes both hydraulic performance and fish safety. The innovations in blade shape incorporated into each design uniquely allow RHT runners to match existing hydropower fleet shaft speeds and water passageways while achieving exceptionally high fish survival, and can scale from 0.5 to 70+ MW, enabling low-cost retrofits of propeller, Kaplan and Francis units. By

Confidential and proprietary.

Disclosure to third parties not permitted without Natel Energy's prior written consent.

Page 5 of 13

taking the approach of fish inclusion rather than exclusion, costly screening and curtailment measures are avoided and the full hydraulic resource of the river is available to the facility. Additionally, Natel's RHT has 5X greater abrasion resistance than conventional runner designs.

Natel's retrofit analysis process begins by evaluating existing site parameters and drawings. A model of the existing water passageway(s) and a suitable RHT runner design is constructed and studied using best in class CAD and CFD tools (Siemens NX, STAR-CCM+). Results are assessed for hydraulic efficiency at rated and part flow as well as cavitation. Fish safety is assessed using proprietary survival models which link CFD results to real-world laboratory dose-response data of fish survival. Physical models may be tested for representative fish survival passage.

5. TERMS AND CONDITIONS

5.1. Disclaimer

The preceding is an indicative summary of the terms and conditions for the proposed scope of work between the Parties. This Proposal does not constitute an agreement, nor a commitment and the terms herein are not, nor are meant to be, all-inclusive of the terms and conditions that the parties will require if they were to enter into a final and binding contract. The final agreement shall be binding only upon execution of a fully negotiated and duly executed contract.

5.2. Sales Terms

The pricing, terms and conditions of this proposal are valid for 30 days after issuance and will be incorporated into the final contract for services, if the proposal is accepted.

Invoices will be generated monthly based on the invoice schedule below. On or before the 5th business day of each month, Natel shall provide Client with an invoice for each progress payment. All payments will be due 30 days from invoice date via ACH transfer or wire transfer and be paid in US dollars. Late payments will be subject to a penalty of 1% per month of the overdue balance.

The invoice schedule is as follows:

Invoice Schedule	Payment Amount
------------------	----------------

Confidential and proprietary.

Disclosure to third parties not permitted without Natel Energy's prior written consent.

Page 6 of 13

Invoice upon PO issuance (30% of contract value)	\$27,012
Monthly Invoices thereafter until completion (70% of contract value)	\$63,028

5.3. Changes

Any changes in the scope of services or contractual obligations initiated by Client and accepted by Natel after the effective date of the contract will be made at Client's expense and will result in a change order. Client will also reimburse Natel for any approved third party expenses incurred that are beyond the scope of services as described in this contract, but that are required by Client in connection with contract deliverables.

5.4. Client-Provided Information

Client shall timely provide Natel with all data and information required for the performance of the engineering services outlined in the scope of work. After receipt of all data and information Natel shall check whether all necessary data and documentation were provided and inform Client in case additional documents need to be provided. Any costs incurred due to late delivery of data, false or incomplete information or by subsequent changes of the information shall be borne by Client.

5.5. Insurance

Natel, at its own expense, will obtain and maintain insurance policies with limits that are customary and in line with industry standards. The benefit and the risk of the engineering documentation shall pass to Client with its delivery.

5.6. Natel Report

"Natel Report" means the report to be provided by Natel to Client in connection with Natel's performance of the Services. Natel grants Client a non-exclusive, non-transferable, non-sublicensable license to use the Natel Report solely to internally evaluate whether to enter into a subsequent commercial agreement to purchase Natel's products and services ("Purpose").

Confidential and proprietary.

Disclosure to third parties not permitted without Natel Energy's prior written consent.

Page 7 of 13

5.7. Intellectual Property

Natel retains all right, title, and interest in and to its technology and intellectual property. Except for the limited right to use the Natel Report set forth above, Natel does not grant any rights in its technology and intellectual property. All rights not expressly granted by Natel to Client in Section 5.6 above are reserved by Natel, and there are no implied rights granted by Natel.

5.8. Confidentiality

The Natel Report and other Natel communications to Client contain Natel's confidential information. Natel's confidential information means materials, communications, and information disclosed by Natel to Client that are marked confidential or that would normally be considered confidential under the circumstances. Natel's confidential information includes, without limitation, information relating to Natel's products, technology, and intellectual property. Client shall not use Natel's confidential information other than for the Purpose. Client shall not disclose Natel's confidential information to any third party without Natel's prior written consent, except that (i) Client may disclose information in the Natel Report to a regulatory agency to the extent required by the regulatory agency in connection with a project for which Client has or will purchase Natel products, and (ii) Client may disclose information in the Natel Report to its consultants, contractors or other service providers ("Third-Party Service Providers") who need to know it to provide services to Client in connection with a project for which Client has or will purchase Natel products, on the condition that (a) Client ensures that such Third-Party Service Provider has entered into a written agreement with Client that prohibits such Third-Party Service Provider from disclosing such information to any other third party and prohibits such Third-Party Service Provider from using such information for any purpose other than providing services to Client in connection with a project for which Client has or will purchase Natel products, (b) in case of any breach by a Third-Party Service Provider, Client shall enforce such agreement against the Third-Party Service Provider, and (c) Client is responsible for all of the acts and omissions of its Third-Party Service Providers and their compliance with the confidentiality obligations herein. Client may disclose Natel's confidential information when compelled to do so by law if Client provides Natel reasonable prior written notice and cooperates fully with Natel in obtaining a protective order narrowing the scope of the compelled disclosure and protecting against any further disclosure. These confidentiality obligations survive any completion, termination or expiration of the Order Form.

Confidential and proprietary.

Disclosure to third parties not permitted without Natel Energy's prior written consent.

Page 8 of 13

5.9. Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THE ORDER FORM SIGNED BY NATEL("ORDER FORM"), TO THE EXTENT PERMITTED BY APPLICABLE LAW, NATEL HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5.10. Limited Liability

EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS AND VIOLATIONS OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL A PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST DATA, COST OF COVER, OR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS AND VIOLATIONS OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, A PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AGGREGATE OF FEES PAID AND PAYABLE BY CLIENT TO NATEL FOR THE SERVICES UNDER THE OTHER FORM. THE TERMS IN THIS SECTION 5 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

5.11. Publicity

Upon acceptance of this proposal and signing of a final contract for services, Client grants Natel the right to issue a short press release, subject to Client review and approval to ensure comfort and alignment with Natel's messaging.

Upon acceptance of this proposal and signing of a final contract for services, Natel grants Client the right to issue a short press release , subject to Natel's review and approval to ensure comfort and alignment with Client messaging, while allowing Client to control their public announcement.

Both Parties agree to review and approve prior to issuance, any other public communication about the Project and Scope of Work, should this proposal be accepted and a final contract for services signed, ensuring alignment and mutual consent.

APPENDIX A: Natel RHT Peer-Reviewed Literature

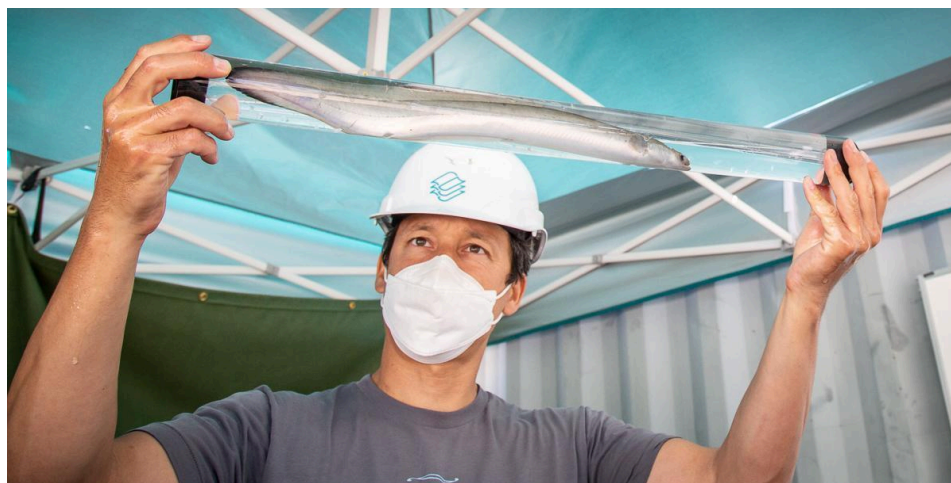
- Amaral, S.V., Watson, S.M., Schneider, A.D., Rackovan, J., Baumgartner, A. (2020). Improving survival: injury and mortality of fish struck by blades with slanted, blunt leading edges, *Journal of Ecohydraulics*, 5:2, 175–183, DOI: 10.1080/24705357.2020.1768166. <https://www.tandfonline.com/doi/full/10.1080/24705357.2020.1768166>
- Pflugrath, B.D., Watson, S.M., Haug, J., Harnish, R., Colotelo, A.H.A., Schneider, A.D. (2023). Examination of an Electrified Bar Rack Fish Guidance Device for Hydropower Turbines. *Water*, 15, 2786. <https://doi.org/10.3390/w15152786>
- Pflugrath, B.D., Mueller, R.P., Deters, K.A., Watson, S.M., Schneider, A.D., Deng, Z. (2025). Maximizing safe passage for large fish: Evaluating survival of rainbow trout through a novel hydropower turbine. *Environmental and Sustainability Indicators*, 27. <https://doi.org/10.1016/j.indic.2025.100801>
- Watson, S.M., Schneider, A.D., Santen, L., Deters, K. A., Mueller, R., Pflugrath, B., Stephenson, J., Deng, Z. D. (2022). Safe passage of American eels through a novel hydropower turbine. *Transactions of the American Fisheries Society*, 151, 711– 1. <https://afspubs.onlinelibrary.wiley.com/doi/full/10.1002/tafs.10385>
- Watson, S., Schneider, A., Gardner, L., Apell, B., Thompson, P., Cadman, G., Gagnon, I., Frese, C., Wechsler, J. (2023). Juvenile Alewife passage through a compact hydropower turbine designed for fish safety. *North American Journal of Fisheries Management*. <https://afspubs.onlinelibrary.wiley.com/doi/10.1002/nafm.10866>

APPENDIX B: Natel Test Capabilities

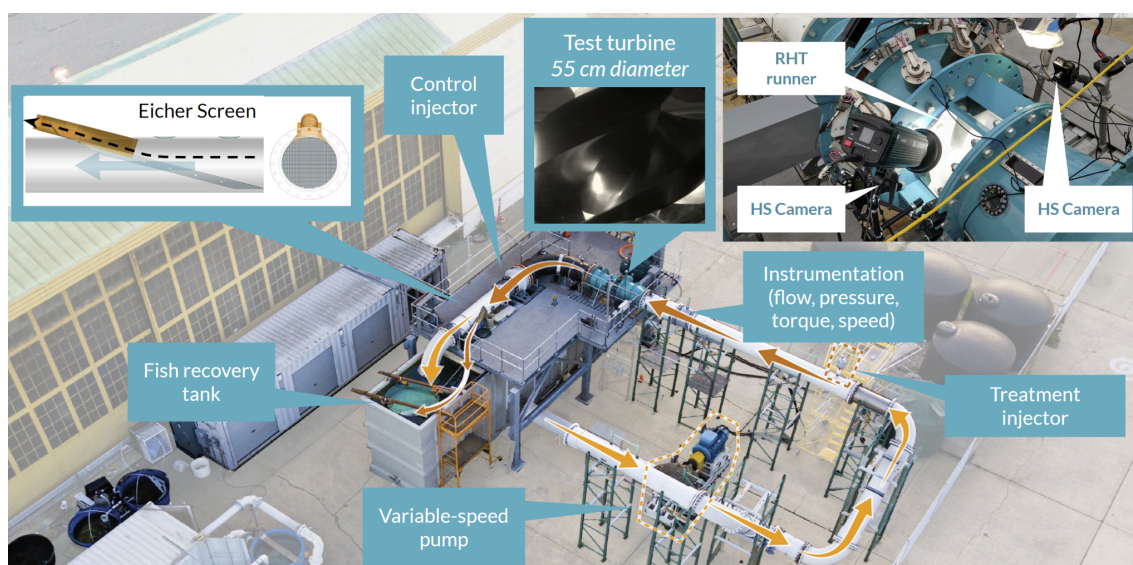
Natel's scale pumped hydraulic test facility, located in Alameda, California, supports an existing 55 cm (22 inch) diameter axial turbine model utilized for strike testing. This facility is equipped with flow, pressure, and turbine instrumentation as well as devices for injecting fish into the pressurized pipeline upstream of the turbine and recapturing them after passage. This system is capable of long duration testing at up to 1 cms (35 cfs) of flow and varying head setpoints, with a control system managing pump and turbine operation to the desired test condition(s) and recording operational data. A transparent runner housing allows for high-speed video capture of fish passing the blades through the runner region. Natel's scale hydraulic test facility has successfully been used to study passage of rainbow trout, American eel¹, bluegill, largemouth bass, and white sturgeon. Natel also has experience planning and conducting field passage tests of Natel designed runners in collaboration with the Pacific Northwest National Laboratory, Kleinschmidt Group, and Normandeau Associates.

Natel has extensive experience holding fish within the onsite Recirculating Aquaculture System (RAS) and conducting turbine passage tests and external injury and survival evaluations. For tests with various species and objectives, Natel has utilized custom infrastructure (for example, swimming behavior tanks with overhead cameras, transparent observation tubes and stands, anesthesia and measurement stations, mobile depth acclimation chambers, etc.). The closed loop RAS is maintained with bacteria-loaded bioreactors and four separate 1100 L (300 gallon) holding tanks with 5000 L (1300 gallons) of sump capacity apiece. This system has a demonstrated long duration capacity of over 45 kg (100 lb) of biomass, depending on species and life stage, and has held healthy populations of American eel, sturgeon, bass, and rainbow trout for extended periods of time - weeks to months.

¹ Watson, S., Schneider, A., Santen, L., Deters, K. A., Mueller, R., Pflugrath, B., Stephenson, J., & Deng, Z. D. (2022). Safe passage of American eels through a novel hydropower turbine. Transactions of the American Fisheries Society, 151, 711–1. <https://doi.org/10.1002/tafs.10385>



Abe Schneider, Natel CTO, studies an American Eel prior to passage testing at Natel's Alameda facility.



Overhead view of the Natel Scale Model Testing Facility for testing fish passage through the turbine.

When conducting scale passage testing, physical results are combined with analytical and CFD strike survival estimation tools to adjust from model results to full scale – for example, to account for a different number of blades and thus different strike probabilities.

Confidential and proprietary.

Disclosure to third parties not permitted without Natel Energy's prior written consent.

Page 13 of 13



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

March 11, 2026
Memo #26-144

TO: Mayor Donchess
Finance Committee

SUBJECT: Change Order #1 for the operation and maintenance of hydroelectric facilities in the amount not to exceed \$436,000 funded from Mine Falls Trust/ 53- Professional & Technical Services

Please see attached communications from Deb Chisholm, Sustainability Manager, dated March 11, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Change Order #1 to repair Unit #1 at Mine Falls
Value: \$436,000
Value to Date: \$755,000
Department: 170 Hydroelectric Operations
Vendor: Essex Power Service
Fund: Mine Falls Trust/53-Professional & Technical Services

Ordinance: Pursuant to § 5-91 Amendment to Contracts- No contract may be amended as to its scope of work or so as to increase sums payable to the contractor, without Finance Committee approval for amendment amounts exceed \$25,000; and without the Board of Aldermen amounts exceeding \$1,000,000

Community Services Division: Hydroelectric Operations, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: D Chisholm
L Tripp
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: March 11, 2026
Re: Million Dollar Contract Award – Operation and Maintenance of the Hydroelectric facilities

Pursuant to NRO : § 5-74/B: E. Approval by the Finance Committee of a contract award in excess of \$1,000,000 shall be submitted to the full Board of Aldermen at its next regularly scheduled meeting for final approval prior to award of the contract.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the March 18, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Change Order #1 for the removal and repair of the Unit #1 turbine at Mine Falls
Value: \$436,000
Vendor: Essex Power Service
Purchasing Memo#: 26-144 dated March 11, 2026

Thank you.

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 Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Transportation Department	880-0100
Sustainability	589-3092
FAX	589-3119
www.nashuanh.gov	

Date: March 11, 2026
To: Amy Girard, Purchasing Manager
From: Deb Chisholm, Sustainability Department Manager
Re: Essex Power Services Contract Change Order #1

The City of Nashua has owned Jackson Mills hydroelectric facility since December 2014 and Mine Falls hydroelectric facility since the spring of 2017. In anticipation of purchasing Mine Falls, the city went out to bid with RFP0266-033016 to find a contractor for the operation and maintenance of both hydroelectric facilities. At that time there were 6 proposals received and the City ultimately entered into contract with Essex Power Services Inc., also referred to as Essex Hydro, based on an evaluation of technical qualifications, experience and past performance, and cost. The existing contract with Essex is a 3-year contract with an annual amount not to exceed of \$755,000 that expires at the end of calendar year 2028.

This Change Order #1 is in response to the expenses required to repair Unit #1 at the Mine Falls facility. The unit was taken offline in November 2025. Essex Hydro will be contracting with Fairbanks Mill in Vermont to perform the removal and replacement of the turbine. D&G Machine will perform the repairs to the blade.

The increased costs from this Change Order 1 in the amount of \$436,000 will increase the Essex contract amount not to exceed from \$755,000 to \$1,191,000.

Attachment: Change Order 1
Repair quotes

Project Title	Essex Power Services Contract Change Order #1		
Contractor	Essex Power Services		
Company President	Andrew Locke		
Purchase Order			
Change Order	1		
Prepared By	Deb Chisholm		
Today's Date	3/11/2026		
Classification			
	ADD/DELETE		
	☒ INCREASE IN WORK SCOPE/SCHEDULE		
	LOST TIME or STANDBY		
	OTHER		
Description			
Unit #1 at the Mine Falls Hydropower facility was taken out of service in November 2025 because of a broken blade. The blade repair is needed in order to continue generating power with that unit. There is a \$755,000 annual amount not to exceed associated with this contract. With this work, it is likely that amount will be exceeded by the end of the calendar year.			
Reason for Change			
This change order reflects a change to amount not to exceed associated with this contract.			
Schedule Impact			
There is no change to the schedule as Essex Power provides continuing services.			
Cost of Change			
	Fairbanks Mill - removal and reinstallation	\$	386,000.00
	D&G Machine - Blade repair	\$	50,000.00
	Total	\$	436,000.00
	Original PO	\$	755,000.00
Current Contract Amount including the above change \$ 1,191,000.00			
Approvals			
Essex Power Services _____		Date _____	
printed name: _____			
City of Nashua _____		Date _____	
printed name: Jim Donchess - Mayor _____			



PO Box 86 / 87 Factory Street
St. Johnsbury, VT 05819
802-748-8094
www.fairbanksmill.com

Budgetary Estimate

PROPOSAL SUBMITTED TO	City of Nashua, NH	DATE	1/22/2026	PROPOSAL NUMBER	26-1004
STREET	16 River St.	PHONE	603-359-4648	FAX	
CITY, STATE, ZIP	Nashua, NH 03062	EMAIL	rthornton@essexhydro.com	JOB	Mine Falls – Turbine Repair

We are pleased to submit this estimate for Fairbanks Mill to provide a qualified millwright team responsible for the removal, inspection, repair, reinstallation, and commissioning of the turbine at the Mine Falls facility. Fairbanks Mill will coordinate crane and rigging services as necessary, and employ a laser tracker to ensure accurate unit alignment during reinstallation; all associated costs are included in this estimate.

The labor and material costs presented herein are based on documentation from the previous overhaul. Water control and lockout/tagout (LOTO) procedures are expected to be managed by the facility owner.

This proposal covers a crew of four personnel assigned for an estimated twelve-week duration, with work performed on a time and material basis. Any tasks outside the defined scope will be treated as additional and invoiced at the established rate.

Mobilization can commence within two weeks following receipt of the signed proposal by Fairbanks Mill.

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: **\$386,000.00**
Three Hundred, Eighty-Six Thousand Dollars and Zero Cents.

Payment to be made as follows: Net 30 terms

Authorized Signature:
(for Fairbank Mill)


Ryan Dodge
Office Coordinator
Fairbanks Mill

Note: This proposal may be withdrawn by us if not accepted within: 30 days

Upon acceptance of our proposal, please sign both copies and return one copy to Fairbanks Mill.

Acceptance of Proposal

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

Date of Acceptance: _____

Signature: _____

Signature _____

Terms & Conditions



PO Box 86 / 87 Factory Street
St. Johnsbury, VT 05819
802-748-8094
www.fairbanksmill.com

Budgetary Estimate

PROPOSAL SUBMITTED TO	City of Nashua, NH	DATE	1/22/2026	PROPOSAL NUMBER	26-1004
STREET	16 River St.	PHONE	603-359-4648	FAX	
CITY, STATE, ZIP	Nashua, NH 03062	EMAIL	rthornton@essexhydro.com	JOB	Mine Falls – Turbine Repair

Scope of Work

This quote is based on the detailed scope of work outlined herein. Any modifications, additions, or deletions to the scope must be agreed upon in writing and may be subject to additional charges

Pricing and Payment Terms

The total price for the scope of work shall be as specified in the quote. Payment is due net 30 days from the date of invoice. Customer agrees to pay a late fee of 1.5% per month (18% per annum) on any overdue amounts that remain unpaid for 30 days or more. Customer further agrees to pay all costs of collection, including reasonable attorney fees, in the event of default or collection proceedings.

Acceptance of Quote

Acceptance of this quote by signing and returning it, or issuing a written confirmation, constitutes your agreement to these terms and conditions. Work will commence upon receipt of the signed quote and deposit, if applicable.

Permits and Regulations

The customer is responsible for obtaining and paying for all necessary permits, licenses, and approvals required by applicable law for the execution of the project, unless otherwise specified.

Liability and Insurance

We maintain general liability insurance to cover our operations. However, the customer is responsible for providing any additional insurance coverages that may be necessary for their protection.

Warranties

All work performed is warranted against defects in workmanship and materials for a period of one year from the date of completion, unless otherwise specified. Warranties are limited to repair or replacement of faulty workmanship or materials.

Change Orders

Any changes to the original scope of work must be initiated via written change order, and such changes may result in adjustments to the project cost and schedule.

Cancellation and Termination

The customer may cancel the project with written notice. In the event of cancellation after work has begun, the customer shall be responsible for costs incurred up to the date of cancellation, including labor, materials, and other expenses.

Indemnity and Limitation of Liability

Our liability is limited to direct damages and shall not exceed the total contract price. We shall not be liable for consequential, incidental, or punitive damages.

Governing Law

This agreement shall be governed by the laws of the state in which the project is located or where the work is performed, without regard to conflicts of law principles.

Acceptance of Terms

By accepting this quote, the customer agrees to abide by all the above terms and conditions.



D & G Machine Products, Inc.
50 Eisenhower Drive
Westbrook, ME 04092-2009
United States

Ph: (207)854-1500

Fax: (207)854-0726

Quote

Number: 30667

Date: 11-Mar-26

To

ESSEX POWER SERVICES
55 UNION ST 4TH FLOOR
BOSTON , MA 02108
United States

Quote To

ROBERT THORNTON

Terms		Ship Via		Salesperson
Net 30		BEST WAY		003
Quantity	Description	Unit Price	Amount	
1	Line: 001 Part: TURBINE BLADE REPAIR TO INCLUDE WELD BUILD UP OF BLADE OD MACHINE OD OF BLADE TO SPECIFICATION MACHINING OF BLADE MOUNT FOR NEW BUSHING (2) PLACES SUPPLY NEW BLADE MOUNT BRONZE BUSHING (2) EACH SUPPLY NEW PRESSURE TEST PLATE ESTIMATED PRICE Expiration Date: 10-Apr-26 Rev:	\$50,000.00	\$50,000.00	
	D&G Machine Products, Inc. reserves the right to resubmit pricing at the time of order placement due to material market volatility. All material prices and availability are subject to change without notice. All material prices will be confirmed at time of order. Unless otherwise specified all orders are F.O.B. D&G Machine Products, Inc. D&G Machine Products, Inc. warranties its workmanship for a period of twelve months from date of sale. D&G is not responsible for cost of removal and/or installation of repaired/replacement parts. D&G is not liable for downtime. In the event of a part failure, D&G is to be held harmless on any damage to customer equipment or facility. Terms and Conditions: www.dgmachine.com/terms	Total:	\$50,000.00	



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

March 11, 2026
Memo #26-145

TO: Mayor Donchess
Finance Committee

SUBJECT: (1) Ford F-350 Super Duty XLT 4x4 Truck in the amount not to exceed \$97,505 funded from CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Karen Smith, Business Manager, dated March 6, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: (1) 2026 Ford F-350 Super Duty XLT 4x4 Regular Cab Plow Truck
Value: \$97,505
Department: 150 Police Department
Vendor: McGovern Municipal HQ
Fund: CERF/ 81- Capital Outlay/Improvements

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

Nashua Police Department, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings

NASHUA POLICE
DEPARTMENT

Date: 6 March 2026



Intradepartmental Communication

To: Amy Girard, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace the following with the 2026 Ford F-350 Super Duty XLT 4X4 Regular Cab Plow Truck as part of the FY2026 CERF replacement schedule.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#
2012	32	MP64632	Ford F-350 Pick Up Truck	1FTRF3B6XCE99299

Pursuant to NRO 5-84 (A) (3), the replacement vehicle(s) will be purchased through the Greater Boston Police Counsel (GBPC) Metropolitan Area Planning Counsel Contract (MAPC) RFP GBPC 2025.

A quote from McGovern Municipal HQ is attached for your review showcasing the features and options along with any associated costs and/or trade-in allowances.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of \$97,505.00 from McGovern Municipal HQ, Marlborough, MA. Funding is available in the CERF account for this vehicle.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen A. Smith", written over a horizontal line.

Karen A. Smith
Business Manager

cc: Dawn Enwright



Quote

#QUO5460

2/11/2026

McGovern MHQ Inc

401 ELM ST
MARLBOROUGH MA 01752
United States

Bill To

CITY OF NASHUA
NASHUA POLICE DEPT
PO BOX 2019
NASHUA NH 03061-2019
United States

Ship To

NASHUA POLICE DEPT
27 OFFICER JAMES ROCHE DR
NASHUA NH 03061
United States

Sales Rep

Chad Page

PO #

Memo

GBPC-MY26 F350 Plow
Truck

Expected Ready Date

VIN **Make** **Model** **Color**

Quantity	Item	Description	Contract ID	Rate	Amount
	VEHICLE	** GBPC Vehicle Contract **			
1	F3F	2026 Ford Super Duty F-350 SRW (F3F) XLT 4WD Reg Cab 145" WB 60" CA		\$53,166.00	\$53,166.00
1	99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas		\$0.00	\$0.00
1	44G	Transmission: TorqShift 10-Speed Automatic		\$0.00	\$0.00
1	X3E	Electronic-Locking w/4.30 Axle Ratio		\$0.00	\$0.00
1	E9	EXTERIOR COLOR: ARGON BLUE METALLIC		\$194.00	\$194.00
1	3S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat		\$0.00	\$0.00
1	TDX	Tires LT275/70Rx18E BSW A/T		\$257.00	\$257.00
1	166	CARPET DELETE		\$0.00	\$0.00
1	153	LICENSE PLATE BRACKET		\$0.00	\$0.00
1	473	Snow Plow Prep Package		\$340.00	\$340.00
1	17V	XLT VALUE PACKAGE: Power Adjustable Pedals, Halogen Fog Lamps, 8-Way Power Driver's Seat, Remote Start,		\$1,843.00	\$1,843.00
1	54F	POWERSCOPE TRAILER TOW MIRROS W/ HEAT		\$272.00	\$272.00
1	66S	Upfitter Switches (6)		\$0.00	\$0.00
1	61S	SPLASH GUARDS -FRONT		\$73.00	\$73.00
1	67B	410 Dual Amp Alternators (250amp + 160amp)		\$0.00	\$0.00



QUO5460



Quote

#QUO5460

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	872	Rearview Camera & Prep Package		\$500.00	\$500.00
1	61L	Front Wheel Well Liners		\$175.00	\$175.00
1	NEW ITEM	Dee Zee DZ15301A Running Board; Aluminum		\$685.00	\$685.00
VEHICLE SUB					\$57,505.00
EQUIP Start		*** PLOW & BODY EQUIPMENT ***			
1	SUBLET SERIALIZED-1	Under Coating (Waxoyl) Under body		\$1,400.00	\$1,400.00
1	8.6EXTREMEV 2SSPLOW	FISHER 8 1/2' V2 PLOW - Stainless steel Model: XTREME-V 2 SS (W/ Fish-Stix Hand Held Controls)		\$11,270.00	\$11,270.00
1	FISHERLEDUP GRADE	LED Heated HEADLIGHT UPGRADE FISHER		\$715.00	\$715.00
1	NEW ITEM	V CUTTING EDGE w/(2) CURB GUARDS		\$435.00	\$435.00
1	NEW ITEM	Back Drag Edge Kit		\$685.00	\$685.00
1	NEW ITEM	Rubber Snow Foil (2)		\$1,070.00	\$1,070.00
1	NEW ITEM	INVERTED V SYSTEM FOR POLY P220C		\$405.00	\$405.00
1	NEW ITEM	Backup Camera System with Heated Camera RVS-812613-NM RVS-619UM - Mirror Mount		\$985.00	\$985.00
1	NEW ITEM	Scott-Lite Body Platform 9'x79-3/4" Scott-Lite Platform Extruded aluminum floor Interior stake pockets 12"CCM-6" Aluminum channel long sills-34" OD Light kit 80"x36"Formed straight bulkhead LL500s hoist with power up/power down pump and hand held controller Pintol/plate with combo hitch Body up/back up alarms Mudflaps		\$13,215.00	\$13,215.00
1	8POLYSPREAD ERPART	FISHER P220P MATERIAL SPREADER 9' - 2.2CY - POLY - ELECTRIC		\$10,580.00	\$10,580.00
2	NEW ITEM	FISHER SPOT LIGHT - EACH - (2) MAX		\$275.00	\$550.00
1	NEW ITEM	FISHER VIBRATOR		\$710.00	\$710.00



QUO5460



Quote

#QUO5460

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
	EQUIP Start	*** Lighting EQUIPMENT *** *** Use Upfitter Switches *** 1- LB Only 2- Front Lights 3- Cam For Spreader 4- Spotlights on Spreader 5- Flood Light Rear LB			
2	TLIA	ION T-SERIES LINEAR LT AMBER Under Headlights		\$225.00	\$450.00
2	TLIA	ION T-SERIES LINEAR LT AMBER On Back of Spreader		\$225.00	\$450.00
2	TLIA	ION T-SERIES LINEAR LT AMBER Back of Headache Rack Rear Facing		\$225.00	\$450.00
2	TIONBKT1	ION T-SERIES UNIVERSAL MOUNT		\$15.00	\$30.00
1	IT9AAAAP	MINI LIBERTY II PERM MT A/A/A/A		\$1,210.00	\$1,210.00
2	NEW ITEM	IBDSF - Amber / White Module for Rear LB		\$195.00	\$390.00
	CONTRACT EQUIP SUB				\$45,000.00
	Trade In Credit	UNIT 32: 1FTRF3B6XCEC99299 2012 Ford F-350 23,940		(\$5,000.00)	(\$5,000.00)

Subtotal	\$97,505.00
Tax (0%)	\$0.00
Total	\$97,505.00

TERMS AND CONDITIONS

Custom or Special Orders are Non-Refundable. This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services. Quote is based on Current Information from the Client about the Project Requirements. Actual Cost may change once Project Elements are finalized. Trade value is subject to change based on time, mileage, and condition of the Vehicle at turn-in

ORDER ACKNOWLEDGEMENT

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

Print Name

Title

Signature



Purchase and Sales Agreement

CUSTOMER

Company/Dept: Kevin Rak
 Contact: Nashua Police Department
 Street Address: 0 Panther Dr
 City, State, Zip: Nashua, NH, 03062
 Phone: 603-594-3624
 E-Mail: rakk@nashuapd.com
 Job Description: Plow Truck

Plow Truck

Date: 2/16/2026
 Valid Through : 60 days *
 Customer #:
 Contract: GBPC
 Sales Rep: Chad Page

Vehicle:

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
QU05460	2026 F-350 Plow Truck and Equipment	\$102,505.00	1	\$ 102,505.00
Trade	UNIT 32: 1FTRF3B6XCEC99299 2012 Ford F-350 23,940	\$ (5,000.00)	1	\$ (5,000.00)
Vehicle Contract Total :				\$ 97,505.00

Deferrals and Cancellations of Sales Orders

In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non-contract sales, the following MHQ policy shall prevail.

Qty. :	1
Trade :	\$ -
TOTAL:	\$ 97,505.00

Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to MHQ in writing. MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed – the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

NCNR items are not cancellable with our suppliers. MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order* or any part thereof. All cancellation requests must be communicated to MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

Supplier Failure to Perform

MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

***Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

***Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

ORDER ACKNOWLEDGEMENT

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

x

PRINT NAME

x

TITLE

x

SIGNATURE

x

DATE



SMART GROWTH AND REGIONAL COLLABORATION

October 28, 2025
Frank C. Chase
McGovern MHQ, Inc.
401 Elm Street
Marlborough, MA 01752

Re: Notice of Award
RFP # GBPC 2025 Vehicles

Dear Mr. Chase:

This letter authorizes McGovern MHQ, Inc. to proceed immediately with providing public service vehicles and equipment to the members of the Greater Boston Police Council (GBPC) through your contract with the Metropolitan Area Planning Council referenced above. This contract is valid through April 30, 2026, and is eligible for five six-month extensions.

Charges invoiced for vehicles and equipment under the contract are limited to those listed in the bid and shall remain in effect for the term of the contract, subject to MAPC authorized adjustments related to extensions. Please be reminded that buyers will not be liable for non-compliant charges or for substitutions they have not authorized in advance. Your company will be accountable for compliance with the terms and conditions of the bid, along with all representations made by you, and the faithful execution of your responsibilities, as well as those of your subcontractors, under the contract.

Additionally, please note that McGovern MHQ, Inc. is required to report all orders placed by buyers, with you or your subcontractors, under this contract to MAPC. Documentation provided to MAPC must include copies of your quote referencing the price list and the buyer's authorized commitment to purchase (e.g. purchase order, contract, commitment letter, etc.). All prices quoted to Buyers shall be in writing on Vendor's letterhead or quote forms and shall not include terms and conditions that conflict with the terms and conditions of the IFB and your contract with MAPC and that are less favorable to the Buyers.

You will be required to pay to MAPC a Contract Administration Fee of 0.80 % (eight tenths of one percent) (one and one-half percent) of the total delivered price of all items purchased through this contract, not to include trade-in reductions in price. MAPC will assign a tracking number to written orders and will provide you with an invoice after which payment of the Contract Administration Fee is due from you to MAPC within 30 days of payment by Buyer of your invoice for the order.

In closing, as a GBPC/MAPC vendor, success is dependent on active outreach to the GBPC member community, consistently providing high-quality products and service, and your company's integrity as a business.

We wish you well and thank you for serving the members of the GBPC.

Should you have further questions, please contact Kelsi Champley at 617-933-0766 or via email at kchampley@mapc.org.

We look forward to our continuing relationship with McGovern MHQ, Inc. and to working with you and the buyers to ensure the proper administration of this contract.

Please accept MAPC's wholehearted congratulations.

Sincerely,

A handwritten signature in cursive script that reads "Kelsi Champley".

Kelsi Champley
Municipal Collaboration, Procurement Services Manager



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

March 11, 2026
Memo #26-146

TO: Mayor Donchess
Finance Committee

SUBJECT: (2) NPD Ford Police Interceptors Hybrid Marked in the amount not to exceed \$152,625
funded from CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Karen Smith, Business Manager, dated March 9, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: (2) NPD Ford Police Interceptors Hybrid Marked to replace units #3 and 4
Value: \$152,625
Department: 150 Police Department
Vendor: McGovern Municipal HQ
Fund: CERF/ 81- Capital Outlay/Improvements

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

Nashua Police Department, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings

**NASHUA POLICE
DEPARTMENT**

Date: 9 March 2026



Intradepartmental Communication

To: Amy Girard, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace the following with the 2026 Ford Police Interceptor Utility Hybrid AWD marked vehicle(s) as part of the FY2026 CERF replacement schedule.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#
2021	3	MP6463	Ford Interceptor Hybrid	1FM5K8AB5MGA43224
2020	4	MP6464	Ford Interceptor Hybrid	1FM5K8ABOLGA64383

Pursuant to NRO 5-84 (A) (3), the replacement vehicle(s) will be purchased through the Greater Boston Police Counsel (GBPC) Metropolitan Area Planning Counsel Contract (MAPC) RFP GBPC 2025.

A quote from McGovern Municipal HQ is attached for your review showcasing the features and options along with any associated costs and/or trade-in allowances.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of \$152,625.00 from McGovern Municipal HQ, Marlborough, MA. Funding is available in the CERF account for this vehicle.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Smith", is written over a horizontal line.

Karen A. Smith
Business Manager

cc: Dawn Enwright



Quote

#QUO5511

2/11/2026

McGovern MHQ Inc

401 ELM ST
MARLBOROUGH MA 01752
United States

Bill To

CITY OF NASHUA
NASHUA POLICE DEPT
PO BOX 2019
NASHUA NH 03061-2019
United States

Ship To

NASHUA POLICE DEPT
27 OFFICER JAMES ROCHE DR
NASHUA NH 03061
United States

Sales Rep

Chad Page

PO #

Memo

GBPC-MY26 Supervisor
Units 3 and 4

Expected Ready Date

VIN Make Model Color

Quantity Item Description Contract ID Rate Amount

VEHICLE

** GBPC Vehicle Contract **

1	K8A	2026 Ford Police Interceptor Utility (K8A) AWD Hybrid Engine		\$44,796.00	\$44,796.00
1	UM	Color: Agate Black		\$0.00	\$0.00
1	9W	Seats: Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear		\$0.00	\$0.00
1	18D	Global Lock/Unlock		\$0.00	\$0.00
1	51R	Spot Lamp - LED Bulb Driver Only-Unity		\$388.00	\$388.00
1	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable		\$155.00	\$155.00
1	59B	Keyed Alike - 1284x		\$49.00	\$49.00
1	64E	Small Center Caps		\$0.00	\$0.00
1	68G	Rear-Door Handles Controls Inoperable		\$0.00	\$0.00
1	87M	8" Rear Camera Image		\$0.00	\$0.00

VEHICLE SUB

\$45,388.00

EQUIP Start

*** MCGOVERN EQUIPMENT ***

1	PAINT-SERIALIZED	Paint Two Tones Nashua PD Spec		\$5,500.00	\$5,500.00
1	GRAPHICS-INHOUSE	McGovern Graphics Package C		\$895.00	\$895.00



QUO5511



Quote

#QUO5511

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	2854090	Rainguard; Ventvisor®; Low Profile; Outside Channel With Tape-On; Smoke; Acrylic; Set Of 4 Ford Explorer 2020-2025		\$160.00	\$160.00
1	03140051	RESQ HAMMER EMERGENCY		\$25.00	\$25.00
1	Labor	Activate Wig-Wag		\$62.50	\$62.50
1	TM1133INTUT IL20	TREMCO INTERCEPTOR UTILITY 2020+		\$270.00	\$270.00
1	T52217-B	SEAT COVER FRONT DRIVER BUCKET 2020+		\$402.00	\$402.00
	EQUIP Start	*** FRONT OF VEHICLE EQUIPMENT ***			
1	36-2125	Pushbumper Police Interceptor Utility 2020-2025		\$802.00	\$802.00
1	36-6005W2	Push Bumper Light Channel 23.5 inch Whelen 2 Hole		\$54.00	\$54.00
2	I2E	DUO LINEAR ION BLUE/WHITE BLK Upper Pushbumper Channel		\$250.00	\$500.00
1	B0BRP481NY	16 PIN CONNECTOR WATERPROOF ELECTRICAL PLUG		\$85.00	\$85.00
2	TLI2E	ION T-SERIES LINEAR DUO B/W Side of Pushbumper		\$250.00	\$500.00
2	VTX9E	VERTEX SUPER-LED DUO BLU/WHT In Headlights		\$217.00	\$434.00
	EQUIP Start	*** SIREN PACKAGE EQUIPMENT ***			
1	Labor	Transfer & Upgrade Liberty II Lightbar		\$385.00	\$385.00
2	IBDLK	LIBERTY II + 1 LONG 12LED R/A		\$295.00	\$590.00
1	02-016K885-00 E	SUB ASSY, I/O WeCanX LTBAR		\$1,595.00	\$1,595.00
1	46-0788552-00 B	ASSY, HARNESS "A" 54"-60"		\$0.00	\$0.00
1	46-0788552-01 B	ASSY, HARNESS "D" 54"-60"		\$0.00	\$0.00
2	46-0788552-02 B	ASSY, HARNESS "B" 54"-60"		\$0.00	\$0.00
2	46-0788552-03 B	ASSY, HARNESS "C" 54"-60"		\$0.00	\$0.00
2	07-26J383-000	BRACKET, I/O LIBERTY II		\$0.00	\$0.00





Quote

#QUO5511

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	C399	CENCOM CORE WCX CONTROL CENTER		\$1,150.00	\$1,150.00
1	C399SP	SCANPORT KIT FOR C399		\$200.00	\$200.00
1	CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD		\$450.00	\$450.00
1	CCTL5	WeCanX HAND-HELD CONTROL HEAD (Rear Compartment)		\$450.00	\$450.00
1	SAK1	SA-315 MOUNT KIT UNIVERSAL		\$55.00	\$55.00
1	SA315P	SA315P SPEAKER, BLACK PLASTIC		\$300.00	\$300.00
1	CEM16	WeCanX 16 OUTPUT EXPANSION MOD		\$301.00	\$301.00
1	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE		\$350.00	\$350.00
EQUIP Start		*** CONSOLE EQUIPMENT ***			
1	Labor	Transfer Havis Console		\$495.00	\$495.00
1	CM009785-1	HVAC RELOCATION KIT		\$35.00	\$35.00
1	C-USB-3	USB-C & USB TYPE A DUAL PORT CHARGER		\$85.00	\$85.00
1	MMSU1	MAGNETIC MIC CLIP SINGLE UNIT		\$54.00	\$54.00
1	CMCB	MIC CLIP BRACKET		\$0.00	\$0.00
1	C-HDM-214	8.5" Heavy-Duty Telescoping Pole Side Mount		\$225.00	\$225.00
1	C-MD-119	Swing Arm With Motion Adapter		\$395.00	\$395.00
1	C-ARPB-1014	Brother Arm Rest Printer Bracket: Top Mount		\$368.00	\$368.00
1	NEW ITEM	Getac V120 Computer (VV1P2PMABDCB)		\$3,725.00	\$3,725.00
1	DS-GTC-1605-BW	Docking Station for Getac V120 with Advanced Port Replication & Getac Power Supply		\$1,295.00	\$1,295.00
1	CG-X	CHARGE GUARD-SELECT		\$270.00	\$270.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Overhead Console		\$150.00	\$150.00
1	PLSW30	ROCKER SWITCH ON-OFF-ON		\$35.00	\$35.00
EQUIP Start		*** CAGE / CARGO EQUIPMENT ***			
1	Labor	Transfer Rear Divider		\$250.00	\$250.00
1	NEW ITEM	New Rear Poly Divider 3BAR472010		\$305.00	\$305.00
1	NEW ITEM	CSDLG001 - Pro-Gard Vault (No Lock)		\$1,850.00	\$1,850.00



QUO5511



Quote

#QUO5511

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	4CSD47UINT20	Cargo Storage Drawer - Mounting Kit - Free Standing Mount (w/Pro-gard Cargo Barrier)		\$160.00	\$160.00
1	Labor	Transfer Equipment Loft		\$285.00	\$285.00
	EQUIP Start	*** REAR OF VEHICLE EQUIPMENT ***			
2	PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT In Rear 1/4 Glass		\$255.00	\$510.00
2	PSBKT90	STRIP-LITE+ 90 DEG MT KIT		\$25.00	\$50.00
1	BSS08D-BRA	I-E RST WCX 8-LT DUAL 2020 UTILITY B/R/A		\$1,473.00	\$1,473.00
2	TLI2E	ION T-SERIES LINEAR DUO B/W Bottom of License Plate Light Area (Rear Facing)		\$255.00	\$510.00
2	TIONWEDG	MOUNTING WEDGES ION-T-SERIES		\$25.00	\$50.00
2	VTX9E	VERTEX SUPER-LED DUO BLU/WHT In Rear Tail-Lights		\$217.00	\$434.00
2	Labor	Flash Factory Tail-Lights (Red)		\$125.00	\$250.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART In loft		\$150.00	\$150.00
1	PLSW30	ROCKER SWITCH ON-OFF-ON		\$35.00	\$35.00
	EQUIP Start	*** TRASNFER / OTHER EQUIPMENT ***			
2	MHQ_CustRadio	Customer Supplied Radio		\$380.00	\$760.00
2	NMOKUD20MPL	NMO 3/4" MOUNT/ MINI-U 20'		\$15.00	\$30.00
1	MHQ_CustMobileDataTerminal	Customer Supplied Mobile Data Terminal		\$595.00	\$595.00
1	MHQ_CustGPS	Customer Supplied GPS system		\$190.00	\$190.00
1	MHQ_CustVideoSystem	Customer Supplied Video System		\$695.00	\$695.00
1	C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket 4" Mounting Space Fits Whelen Cencom CCSRN CCSRNTA MPC03		\$0.00	\$0.00
2	C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket 2.5" Mounting Space Fits Motorola XTL2500 XTL5000-05 APX-7500		\$0.00	\$0.00
1	PFSPLTR-4	CONN,8P8C RJ45 ADAPT, 1F TO 4		\$0.00	\$0.00



QUO5511



Quote

#QUO5511

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	SHOP SUPPLIES			\$795.00	\$795.00
1	DELIVERY FEE	Customer will Pick up		\$0.00	\$0.00
	Trade In Credit	Unit 3 - 2021 Ford Explorer 83,630 1FM5K8AWXPNA03854		\$0.00	\$0.00
	Trade In Credit	Unit 4 - 2020 Ford Explorer 70,742 1FM5K8AB0LGA64383		\$0.00	\$0.00

Subtotal \$77,412.50

Tax (0%) \$0.00

Total \$77,412.50

TERMS AND CONDITIONS

Custom or Special Orders are Non-Refundable. This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services. Quote is based on Current Information from the Client about the Project Requirements. Actual Cost may change once Project Elements are finalized. Trade value is subject to change based on time, mileage, and condition of the Vehicle at turn-in

ORDER ACKNOWLEDGEMENT

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

Print Name

Title

Signature



QUO5511

Purchase and Sales Agreement

CUSTOMER

Company/Dept: Kevin Rak

Contact: Nashua Police Department

Street Address: 0 Panther Dr

City, State, Zip: Nashua, NH, 03062

Phone: 603-594-3624

E-Mail: rakk@nashuapd.com

Job Description: 2026 Supervisor Units

Vehicle:

2 Supervisor Units

Date: 2/11/2026

Valid Through : 60 days *

Customer #:

Contract: GBPC

Sales Rep: Chad Page

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
QU05511	2026 Supervisor Units Vehicles	\$ 77,412.50	2	\$ 154,825.00
Trade	Unit 3 - 2021 Ford Explorer 83,630 1FM5K8AB5MGA43224	\$ (1,200.00)	1	\$ (1,200.00)
Trade	Unit 4 - 2020 Ford Explorer 70,742 1FM5K8AB0LGA64383	\$ (1,000.00)	1	\$ (1,000.00)
Vehicle Contract Total:				\$ 152,625.00

Deferrals and Cancellations of Sales Orders

In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non-contract sales, the following MHQ policy shall prevail.

Qty.:	1
Trade:	\$ -
TOTAL:	\$ 152,625.00

Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to MHQ in writing. MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

NCNR items are not cancellable with our suppliers. MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order* or any part thereof. All cancellation requests must be communicated to MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

Supplier Failure to Perform

MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

***Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

***Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

ORDER ACKNOWLEDGEMENT

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

x

PRINT NAME

x

TITLE

x

SIGNATURE

x

DATE



SMART GROWTH AND REGIONAL COLLABORATION

October 28, 2025
Frank C. Chase
McGovern MHQ, Inc.
401 Elm Street
Marlborough, MA 01752

Re: **Notice of Award**
RFP # GBPC 2025 Vehicles

Dear Mr. Chase:

This letter authorizes McGovern MHQ, Inc. to proceed immediately with providing public service vehicles and equipment to the members of the Greater Boston Police Council (GBPC) through your contract with the Metropolitan Area Planning Council referenced above. This contract is valid through April 30, 2026, and is eligible for five six-month extensions.

Charges invoiced for vehicles and equipment under the contract are limited to those listed in the bid and shall remain in effect for the term of the contract, subject to MAPC authorized adjustments related to extensions. Please be reminded that buyers will not be liable for non-compliant charges or for substitutions they have not authorized in advance. Your company will be accountable for compliance with the terms and conditions of the bid, along with all representations made by you, and the faithful execution of your responsibilities, as well as those of your subcontractors, under the contract.

Additionally, please note that McGovern MHQ, Inc. is required to report all orders placed by buyers, with you or your subcontractors, under this contract to MAPC. Documentation provided to MAPC must include copies of your quote referencing the price list and the buyer's authorized commitment to purchase (e.g. purchase order, contract, commitment letter, etc.). All prices quoted to Buyers shall be in writing on Vendor's letterhead or quote forms and shall not include terms and conditions that conflict with the terms and conditions of the IFB and your contract with MAPC and that are less favorable to the Buyers.

You will be required to pay to MAPC a Contract Administration Fee of 0.80 % (eight tenths of one percent) (one and one-half percent) of the total delivered price of all items purchased through this contract, not to include trade-in reductions in price. MAPC will assign a tracking number to written orders and will provide you with an invoice after which payment of the Contract Administration Fee is due from you to MAPC within 30 days of payment by Buyer of your invoice for the order.

In closing, as a GBPC/MAPC vendor, success is dependent on active outreach to the GBPC member community, consistently providing high-quality products and service, and your company's integrity as a business.

We wish you well and thank you for serving the members of the GBPC.

Should you have further questions, please contact Kelsi Champley at 617-933-0766 or via email at kchampley@mapc.org.

We look forward to our continuing relationship with McGovern MHQ, Inc. and to working with you and the buyers to ensure the proper administration of this contract.

Please accept MAPC's wholehearted congratulations.

Sincerely,

A handwritten signature in cursive script that reads "Kelsi Champley".

Kelsi Champley
Municipal Collaboration, Procurement Services Manager



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

March 11, 2026
Memo #26-147

TO: Mayor Donchess
Finance Committee

SUBJECT: (2) NPD Ford Police Interceptors Hybrid Marked in the amount not to exceed \$158,241
funded from CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Karen Smith, Business Manager, dated March 9, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: (2) NPD Ford Police Interceptors Hybrid Marked to replace units #6 and 7
Value: \$158,241
Department: 150 Police Department
Vendor: McGovern Municipal HQ
Fund: CERF/ 81-Capital Outlay/Improvements

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

Nashua Police Department, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings

NASHUA POLICE
DEPARTMENT

Date: 9 March 2026



Intradepartmental Communication

To: Amy Girard, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace the following with the 2026 Ford Police Interceptor Utility Hybrid AWD marked vehicle(s) as part of the FY2026 CERF replacement schedule.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#
2023	6	MP6466	Ford Interceptor Hybrid	1FM5K8AW7PNA00734
2023	7	MP6467	Ford Interceptor Hybrid	1FM5K8AWXPNA00775

Pursuant to NRO 5-84 (A) (3), the replacement vehicle(s) will be purchased through the Greater Boston Police Counsel (GBPC) Metropolitan Area Planning Counsel Contract (MAPC) RFP GBPC 2025.

A quote from McGovern Municipal HQ is attached for your review showcasing the features and options along with any associated costs and/or trade-in allowances.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of \$158,241.00 from McGovern Municipal HQ, Marlborough, MA. Funding is available in the CERF account.

Sincerely,

A handwritten signature in black ink, appearing to read "KAS", written over a horizontal line.

Karen A. Smith
Business Manager

cc: Dawn Enwright



Quote

#QUO5312

2/11/2026

McGovern MHQ Inc

401 ELM ST
MARLBOROUGH MA 01752
United States

Bill To

CITY OF NASHUA
NASHUA POLICE DEPT
PO BOX 2019
NASHUA NH 03061-2019
United States

Ship To

NASHUA POLICE DEPT
27 OFFICER JAMES ROCHE DR
NASHUA NH 03061
United States

Sales Rep

Chad Page

PO #

Memo

GBPC-MY26 Marked
Patrol Units 6 & 7 (W/
Radars)

Expected Ready Date

VIN	Make	Model	Color		
Quantity	Item	Description	Contract ID	Rate	Amount
	VEHICLE	** GBPC Vehicle Contract **			
1	K8A	2026 Ford Police Interceptor Utility (K8A) AWD Hybrid Engine		\$44,796.00	\$44,796.00
1	UM	Color: Agate Black		\$0.00	\$0.00
1	9W	Seats: Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear		\$0.00	\$0.00
1	18D	Global Lock/Unlock		\$0.00	\$0.00
1	51R	Spot Lamp - LED Bulb Driver Only-Unity		\$388.00	\$388.00
1	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable		\$155.00	\$155.00
1	59B	Keyed Alike - 1284x		\$49.00	\$49.00
1	64E	Small Center Caps		\$0.00	\$0.00
1	68G	Rear-Door Handles Controls Inoperable		\$0.00	\$0.00
1	87M	8" Rear Camera Image		\$0.00	\$0.00
	VEHICLE SUB				\$45,388.00
	EQUIP Start	*** MCGOVERN EQUIPMENT ***			
1	PAINT-SERIALIZED	Paint Two Tones Nashua PD Spec		\$5,500.00	\$5,500.00
1	GRAPHICS-INHOUSE	McGovern Graphics Package C		\$895.00	\$895.00



QUO5312



Quote

#QUO5312

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	2854090	Rainguard; Ventvisor®; Low Profile; Outside Channel With Tape-On; Smoke; Acrylic; Set Of 4 Ford Explorer 2020-2025		\$160.00	\$160.00
1	03140051	RESQ HAMMER EMERGENCY		\$25.00	\$25.00
1	Labor	Activate Wig-Wag		\$62.50	\$62.50
1	TM1133INTUT IL20	TREMCO INTERCEPTOR UTILITY 2020+		\$270.00	\$270.00
1	T52217-B	SEAT COVER FRONT DRIVER BUCKET 2020+		\$402.00	\$402.00
	EQUIP Start	*** FRONT OF VEHICLE EQUIPMENT ***			
1	36-2125	Pushbumper Police Interceptor Utility 2020-2025		\$802.00	\$802.00
1	36-6005W2	Push Bumper Light Channel 23.5 inch Whelen 2 Hole		\$54.00	\$54.00
2	I2E	DUO LINEAR ION BLUE/WHITE BLK Upper Pushbumper Channel		\$250.00	\$500.00
1	B0BRP481NY	16 PIN CONNECTOR WATERPROOF ELECTRICAL PLUG		\$85.00	\$85.00
2	TLI2E	ION T-SERIES LINEAR DUO B/W Side of Pushbumper		\$250.00	\$500.00
2	VTX9E	VERTEX SUPER-LED DUO BLU/WHT In Headlights		\$217.00	\$434.00
	EQUIP Start	*** SIREN PACKAGE EQUIPMENT ***			
1	Labor	Transfer & Upgrade Liberty II Lightbar		\$385.00	\$385.00
2	IBDLK	LIBERTY II + 1 LONG 12LED R/A		\$295.00	\$590.00
1	02-016K885-00 E	SUB ASSY, I/O WeCanX LTBAR		\$1,595.00	\$1,595.00
1	46-0788552-00 B	ASSY, HARNESS "A" 54"-60"		\$0.00	\$0.00
1	46-0788552-01 B	ASSY, HARNESS "D" 54"-60"		\$0.00	\$0.00
2	46-0788552-02 B	ASSY, HARNESS "B" 54"-60"		\$0.00	\$0.00
2	46-0788552-03 B	ASSY, HARNESS "C" 54"-60"		\$0.00	\$0.00
2	07-26J383-000	BRACKET, I/O LIBERTY II		\$0.00	\$0.00
1	Labor	Transfer Whelen Core Siren System		\$625.00	\$625.00

2 of 5



QUO5312



Quote

#QUO5312

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	C399SP	SCANPORT KIT FOR C399		\$200.00	\$200.00
1	CCTL5	WeCanX HAND-HELD CONTROL HEAD (Rear Compartment)		\$450.00	\$450.00
1	SAK1	SA-315 MOUNT KIT UNIVERSAL		\$55.00	\$55.00
1	SA315P	SA315P SPEAKER, BLACK PLASTIC		\$300.00	\$300.00
1	Labor	Transfer CEM16 Under Hood		\$195.00	\$195.00
1	Labor	Transfer CV2V SYNC		\$125.00	\$125.00
	EQUIP Start	*** CONSOLE EQUIPMENT ***			
1	Labor	Transfer Havis Console		\$495.00	\$495.00
1	CM009785-1	HVAC RELOCATION KIT		\$35.00	\$35.00
1	C-HDM-214	8.5" Heavy-Duty Telescoping Pole Side Mount		\$225.00	\$225.00
1	C-MD-119	Swing Arm With Motion Adapter		\$395.00	\$395.00
1	RAM-VPR-101	FORM FIT PRINTER HOLDER FOR POCKETJET (Mounted High on P-side Cage)		\$205.00	\$205.00
1	NEW ITEM	Getac V120 Computer (VV1P2PMABDCB)		\$3,725.00	\$3,725.00
1	DS-GTC-1605-BW	Docking Station for Getac V120 with Advanced Port Replication & Getac Power Supply		\$1,295.00	\$1,295.00
1	MMSU1	MAGNETIC MIC CLIP SINGLE UNIT		\$64.00	\$64.00
1	CMCB	MIC CLIP BRACKET		\$0.00	\$0.00
1	CG-X	CHARGE GUARD-SELECT		\$270.00	\$270.00
1	Labor	Transfer Gunrack Front of Cage		\$240.00	\$240.00
1	NEW ITEM	Single T-Rail Mount W/ 1089E Blac-Rac Trigger Guard and Receiver Mounted in Rear Cargo Box Area		\$992.00	\$992.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Overhead Console		\$150.00	\$150.00
1	PLSW30	ROCKER SWITCH ON-OFF-ON		\$35.00	\$35.00
	EQUIP Start	*** CAGE / CARGO EQUIPMENT ***			
1	Labor	Transfer Front Cage		\$285.00	\$285.00
1	Labor	Transfer Rear Cage		\$285.00	\$285.00
1	Labor	Transfer Prisoner Seat		\$145.00	\$145.00



QUO5312



Quote

#QUO5312

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	Labor	Transfer Window Bars		\$95.00	\$95.00
1	4OSBK4722-R	OUTBOARD SEAT BELT RETRO FIT KIT, RETRAC FULL CAGE		\$895.00	\$895.00
1	3TRS472047	SEAT		\$695.00	\$695.00
1	NEW ITEM	CSDLG001 - Pro-Gard Vault (No Lock)		\$1,850.00	\$1,850.00
1	4CSD47UINT20	Cargo Storage Drawer - Mounting Kit - Free Standing Mount (w/Pro-gard Cargo Barrier)		\$160.00	\$160.00
1	Labor	Transfer Equipment Loft		\$285.00	\$285.00
	EQUIP Start	*** REAR OF VEHICLE EQUIPMENT ***			
2	PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT In Rear 1/4 Glass		\$255.00	\$510.00
2	PSBKT90	STRIP-LITE+ 90 DEG MT KIT		\$25.00	\$50.00
1	BS508D-BRA	I-E RST WCX 8-LT DUAL 2020 UTILITY B/R/A		\$1,473.00	\$1,473.00
2	TLI2E	ION T-SERIES LINEAR DUO B/W Bottom of License Plate Light Area (Rear Facing)		\$255.00	\$510.00
2	TIONWEDG	MOUNTING WEDGES ION-T-SERIES		\$25.00	\$50.00
2	VTX9E	VERTEX SUPER-LED DUO BLU/WHT In Rear Tail-Lights		\$217.00	\$434.00
2	Labor	Flash Factory Tail-Lights (Red)		\$125.00	\$250.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART In loft		\$150.00	\$150.00
1	PLSW30	ROCKER SWITCH ON-OFF-ON		\$35.00	\$35.00
	EQUIP Start	*** TRASNFER / OTHER EQUIPMENT ***			
1	3003	EAGLE 3 DUAL DIRECTIONAL KA BAND		\$3,325.00	\$3,325.00
2	MHQ_CustRadio	Customer Supplied Radio		\$380.00	\$760.00
2	NMOKUD20MPL	NMO 3/4" MOUNT/ MINI-U 20'		\$15.00	\$30.00
1	MHQ_CustMobileDataTerminal	Customer Supplied Mobile Data Terminal		\$595.00	\$595.00
1	MHQ_CustGPS	Customer Supplied GPS system		\$190.00	\$190.00



QUO5312



Quote

#QUO5312

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	MHQ_CustVideoSystem	Customer Supplied Video System		\$695.00	\$695.00
1	C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket 4" Mounting Space Fits Whelen Cencom CCSRN CCSRNTA MPC03		\$0.00	\$0.00
2	C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket 2.5" Mounting Space Fits Motorola XTL2500 XTL5000-05 APX-7500		\$0.00	\$0.00
1	SHOP SUPPLIES			\$995.00	\$995.00
1	DELIVERY FEE	Customer will Pick up		\$0.00	\$0.00
	Trade In Credit	Unit 6 - 2023 Ford Explorer 83,361 1FM5K8AW7PNA00734		\$0.00	\$0.00
	Trade In Credit	Unit 7 - 2023 Ford Explorer 78,895 1FM5K8AWXPNA00775		\$0.00	\$0.00

Subtotal \$82,470.50

Tax (0%) \$0.00

Total \$82,470.50

TERMS AND CONDITIONS

Custom or Special Orders are Non-Refundable. This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services. Quote is based on Current Information from the Client about the Project Requirements. Actual Cost may change once Project Elements are finalized. Trade value is subject to change based on time, mileage, and condition of the Vehicle at turn-in

ORDER ACKNOWLEDGEMENT

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

Print Name

Title

Signature



QUO5312

Purchase and Sales Agreement

CUSTOMER

Company/Dept: Kevin Rak
 Contact: Nashua Police Department
 Street Address: 0 Panther Dr
 City, State, Zip: Nashua, NH, 03062
 Phone: 603-594-3624
 E-Mail: rakk@nashuapd.com
 Job Description: 2026 Marked Patrol Units W/ Radars
 Vehicle:

2 Marked Units

Date: 2/11/2026
 Valid Through : 60 days *
 Customer #:
 Contract: GBPC
 Sales Rep: Chad Page

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
QU05312	2026 Patrol Marked Units	\$ 82,470.50	2	\$ 164,941.00
Trade	Unit 6 - 2023 Ford Explorer 83,361 1FM5K8AW7PNA00734	\$ (3,200.00)	1	\$ (3,200.00)
Trade	Unit 7 - 2023 Ford Explorer 78,895 1FM5K8AWXPNA00775	\$ (3,500.00)	1	\$ (3,500.00)
Vehicle Contract Total :				\$ 158,241.00

Deferrals and Cancellations of Sales Orders

In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non-contract sales, the following MHQ policy shall prevail.

Qty. :	1
Trade :	\$ -
TOTAL:	\$ 158,241.00

Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to MHQ in writing. MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

NCNR items are not cancellable with our suppliers. MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order* or any part thereof. All cancellation requests must be communicated to MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

Supplier Failure to Perform

MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

***Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

***Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

ORDER ACKNOWLEDGEMENT

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

x

PRINT NAME

x

TITLE

x

SIGNATURE

x

DATE



SMART GROWTH AND REGIONAL COLLABORATION

October 28, 2025
Frank C. Chase
McGovern MHQ, Inc.
401 Elm Street
Marlborough, MA 01752

Re: Notice of Award
RFP # GBPC 2025 Vehicles

Dear Mr. Chase:

This letter authorizes McGovern MHQ, Inc. to proceed immediately with providing public service vehicles and equipment to the members of the Greater Boston Police Council (GBPC) through your contract with the Metropolitan Area Planning Council referenced above. This contract is valid through April 30, 2026, and is eligible for five six-month extensions.

Charges invoiced for vehicles and equipment under the contract are limited to those listed in the bid and shall remain in effect for the term of the contract, subject to MAPC authorized adjustments related to extensions. Please be reminded that buyers will not be liable for non-compliant charges or for substitutions they have not authorized in advance. Your company will be accountable for compliance with the terms and conditions of the bid, along with all representations made by you, and the faithful execution of your responsibilities, as well as those of your subcontractors, under the contract.

Additionally, please note that McGovern MHQ, Inc. is required to report all orders placed by buyers, with you or your subcontractors, under this contract to MAPC. Documentation provided to MAPC must include copies of your quote referencing the price list and the buyer's authorized commitment to purchase (e.g. purchase order, contract, commitment letter, etc.). All prices quoted to Buyers shall be in writing on Vendor's letterhead or quote forms and shall not include terms and conditions that conflict with the terms and conditions of the IFB and your contract with MAPC and that are less favorable to the Buyers.

You will be required to pay to MAPC a Contract Administration Fee of 0.80 % (eight tenths of one percent) (one and one-half percent) of the total delivered price of all items purchased through this contract, not to include trade-in reductions in price. MAPC will assign a tracking number to written orders and will provide you with an invoice after which payment of the Contract Administration Fee is due from you to MAPC within 30 days of payment by Buyer of your invoice for the order.

In closing, as a GBPC/MAPC vendor, success is dependent on active outreach to the GBPC member community, consistently providing high-quality products and service, and your company's integrity as a business.

We wish you well and thank you for serving the members of the GBPC.

Should you have further questions, please contact Kelsi Champley at 617-933-0766 or via email at kchampley@mapc.org.

We look forward to our continuing relationship with McGovern MHQ, Inc. and to working with you and the buyers to ensure the proper administration of this contract.

Please accept MAPC's wholehearted congratulations.

Sincerely,

A handwritten signature in cursive script that reads "Kelsi Champley".

Kelsi Champley
Municipal Collaboration, Procurement Services Manager



City of Nashua
Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

March 11, 2026
Memo #26-148

TO: Mayor Donchess
Finance Committee

SUBJECT: (4) NPD Ford Police Interceptors Hybrid Marked in the amount not to exceed \$303,422
funded from CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Karen Smith, Business Manager, dated March 6, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: (4) NPD Ford Police Interceptors Hybrid Marked to replace units #10, 16, 22 and 30
Value: \$303,442
Department: 150 Police Department
Vendor: McGovern Municipal HQ
Fund: CERF/81- Capital Outlay/Improvements

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

Nashua Police Department, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings

NASHUA POLICE
DEPARTMENT

Date: 6 March 2026



Intradepartmental Communication

To: Amy Girard, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace the following with the 2026 Ford Police Interceptor Utility Hybrid AWD marked vehicle(s) as part of the FY2026 CERF replacement schedule.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#
2023	10	MP64610	Ford Interceptor Hybrid	1FM5K8AW5PNA00764
2023	16	MP64616	Ford Interceptor Hybrid	1FM5K8AW6PNA02832
2023	22	MP64622	Ford Interceptor Hybrid	1FM5K8AW8PNA03688
2023	30	MP64630	Ford Interceptor Hybrid	1FM5K8AWXPNA03854

Pursuant to NRO 5-84 (A) (3), the replacement vehicle(s) will be purchased through the Greater Boston Police Counsel (GBPC) Metropolitan Area Planning Counsel Contract (MAPC) RFP GBPC 2025.

A quote from McGovern Municipal HQ is attached for your review showcasing the features and options along with any associated costs and/or trade-in allowances.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of \$303,442.00 from McGovern Municipal HQ, Marlborough, MA. Funding is available in the CERF account for this vehicle.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Smith", written over a horizontal line.

Karen A. Smith
Business Manager

cc: Dawn Enwright



Quote

#QUO5600

2/11/2026

McGovern MHQ Inc

401 ELM ST
MARLBOROUGH MA 01752
United States

Bill To

CITY OF NASHUA
NASHUA POLICE DEPT
PO BOX 2019
NASHUA NH 03061-2019
United States

Ship To

NASHUA POLICE DEPT
27 OFFICER JAMES ROCHE DR
NASHUA NH 03061
United States

Sales Rep

Chad Page

PO #

Memo

GBPC-MY26 Marked
Patrol Unit 4x Units-
10,16,22,30

Expected Ready Date

VIN	Make	Model	Color		
Quantity	Item	Description	Contract ID	Rate	Amount
	VEHICLE	** GBPC Vehicle Contract **			
1	K8A	2026 Ford Police Interceptor Utility (K8A) AWD Hybrid Engine		\$44,796.00	\$44,796.00
1	UM	Color: Agate Black		\$0.00	\$0.00
1	9W	Seats: Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear		\$0.00	\$0.00
1	18D	Global Lock/Unlock		\$0.00	\$0.00
1	51R	Spot Lamp - LED Bulb Driver Only-Unity		\$388.00	\$388.00
1	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable		\$155.00	\$155.00
1	59B	Keyed Alike - 1284x		\$49.00	\$49.00
1	64E	Small Center Caps		\$0.00	\$0.00
1	68G	Rear-Door Handles Controls Inoperable		\$0.00	\$0.00
1	87M	8" Rear Camera Image		\$0.00	\$0.00
	VEHICLE SUB				\$45,388.00
	EQUIP Start	*** MCGOVERN EQUIPMENT ***			
1	PAINT-SERIALIZED	Paint Two Tones Nashua PD Spec		\$5,500.00	\$5,500.00
1	GRAPHICS-INHOUSE	McGovern Graphics Package C		\$895.00	\$895.00



QUO5600



Quote

#QUO5600

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	2854090	Rainguard; Ventvisor®; Low Profile; Outside Channel With Tape-On; Smoke; Acrylic; Set Of 4 Ford Explorer 2020-2025		\$160.00	\$160.00
1	03140051	RESQ HAMMER EMERGENCY		\$25.00	\$25.00
1	Labor	Activate Wig-Wag		\$62.50	\$62.50
1	TM1133INTUT IL20	TREMCO INTERCEPTOR UTILITY 2020+		\$270.00	\$270.00
1	T52217-B	SEAT COVER FRONT DRIVER BUCKET 2020+		\$402.00	\$402.00
	EQUIP Start	*** FRONT OF VEHICLE EQUIPMENT ***			
1	36-2125	Pushbumper Police Interceptor Utility 2020-2025		\$802.00	\$802.00
1	36-6005W2	Push Bumper Light Channel 23.5 inch Whelen 2 Hole		\$54.00	\$54.00
2	I2E	DUO LINEAR ION BLUE/WHITE BLK Upper Pushbumper Channel		\$250.00	\$500.00
1	B0BRP481NY	16 PIN CONNECTOR WATERPROOF ELECTRICAL PLUG		\$85.00	\$85.00
2	TLI2E	ION T-SERIES LINEAR DUO B/W Side of Pushbumper		\$250.00	\$500.00
2	VTX9E	VERTEX SUPER-LED DUO BLU/WHT In Headlights		\$217.00	\$434.00
	EQUIP Start	*** SIREN PACKAGE EQUIPMENT ***			
1	Labor	Transfer & Upgrade Liberty II Lightbar		\$385.00	\$385.00
2	IBDLK	LIBERTY II + 1 LONG 12LED R/A		\$295.00	\$590.00
1	02-016K885-00 E	SUB ASSY, I/O WeCanX LTBAR		\$1,595.00	\$1,595.00
1	46-0788552-00 B	ASSY, HARNESS "A" 54"-60"		\$0.00	\$0.00
1	46-0788552-01 B	ASSY, HARNESS "D" 54"-60"		\$0.00	\$0.00
2	46-0788552-02 B	ASSY, HARNESS "B" 54"-60"		\$0.00	\$0.00
2	46-0788552-03 B	ASSY, HARNESS "C" 54"-60"		\$0.00	\$0.00
2	07-26J383-000	BRACKET, I/O LIBERTY II		\$0.00	\$0.00
1	Labor	Transfer Whelen Core Siren System		\$625.00	\$625.00



QUO5600



Quote

#QUO5600

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	C399SP	SCANPORT KIT FOR C399		\$200.00	\$200.00
1	CCTL5	WeCanX HAND-HELD CONTROL HEAD (Rear Compartment)		\$450.00	\$450.00
1	SAK1	SA-315 MOUNT KIT UNIVERSAL		\$55.00	\$55.00
1	SA315P	SA315P SPEAKER, BLACK PLASTIC		\$300.00	\$300.00
1	Labor	Transfer CEM16 Under Hood		\$195.00	\$195.00
1	Labor	Transfer CV2V SYNC		\$125.00	\$125.00
	EQUIP Start	*** CONSOLE EQUIPMENT ***			
1	Labor	Transfer Havis Console		\$495.00	\$495.00
1	CM009785-1	HVAC RELOCATION KIT		\$35.00	\$35.00
1	C-HDM-214	8.5" Heavy-Duty Telescoping Pole Side Mount		\$225.00	\$225.00
1	C-MD-119	Swing Arm With Motion Adapter		\$395.00	\$395.00
1	RAM-VPR-101	FORM FIT PRINTER HOLDER FOR POCKETJET (Mounted High on P-side Cage)		\$205.00	\$205.00
1	NEW ITEM	Getac V120 Computer (VV1P2PMABDCB)		\$3,725.00	\$3,725.00
1	DS-GTC-1605-BW	Docking Station for Getac V120 with Advanced Port Replication & Getac Power Supply		\$1,295.00	\$1,295.00
1	MMSU1	MAGNETIC MIC CLIP SINGLE UNIT		\$54.00	\$54.00
1	CMCB	MIC CLIP BRACKET		\$0.00	\$0.00
1	CG-X	CHARGE GUARD-SELECT		\$270.00	\$270.00
1	Labor	Transfer Gunrack Front of Cage		\$240.00	\$240.00
1	NEW ITEM	Single T-Rail Mount W/ 1089E Blac-Rac Trigger Guard and Receiver Mounted in Rear Cargo Box Area		\$992.00	\$992.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Overhead Console		\$150.00	\$150.00
1	PLSW30	ROCKER SWITCH ON-OFF-ON		\$35.00	\$35.00
	EQUIP Start	*** CAGE / CARGO EQUIPMENT ***			
1	Labor	Transfer Front Cage		\$285.00	\$285.00
1	Labor	Transfer Rear Cage		\$285.00	\$285.00
1	Labor	Transfer Prisoner Seat		\$145.00	\$145.00



QUO5600



Quote

#QUO5600

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	Labor	Transfer Window Bars		\$95.00	\$95.00
1	4OSBK4722-R	OUTBOARD SEAT BELT RETRO FIT KIT, RETRAC FULL CAGE		\$895.00	\$895.00
1	3TRS472047	SEAT		\$695.00	\$695.00
1	NEW ITEM	CSDLG001 - Pro-Gard Vault (No Lock)		\$1,850.00	\$1,850.00
1	4CSD47UJNT20	Cargo Storage Drawer - Mounting Kit - Free Standing Mount (w/Pro-gard Cargo Barrier)		\$160.00	\$160.00
1	Labor	Transfer Equipment Loft		\$285.00	\$285.00
	EQUIP Start	*** REAR OF VEHICLE EQUIPMENT ***			
2	PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT In Rear 1/4 Glass		\$255.00	\$510.00
2	PSBKT90	STRIP-LITE+ 90 DEG MT KIT		\$25.00	\$50.00
1	BS508D-BRA	I-E RST WCX 8-LT DUAL 2020 UTILITY B/R/A		\$1,473.00	\$1,473.00
2	TLI2E	ION T-SERIES LINEAR DUO B/W Bottom of License Plate Light Area (Rear Facing)		\$255.00	\$510.00
2	TIONWEDG	MOUNTING WEDGES ION-T-SERIES		\$25.00	\$50.00
2	VTX9E	VERTEX SUPER-LED DUO BLU/WHT In Rear Tail-Lights		\$217.00	\$434.00
2	Labor	Flash Factory Tail-Lights (Red)		\$125.00	\$250.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART In loft		\$150.00	\$150.00
1	PLSW30	ROCKER SWITCH ON-OFF-ON		\$35.00	\$35.00
	EQUIP Start	*** TRASNFER / OTHER EQUIPMENT ***			
2	MHQ_CustRadio	Customer Supplied Radio		\$380.00	\$760.00
2	NMOKUD20MPL	NMO 3/4" MOUNT/ MINI-U 20'		\$15.00	\$30.00
1	MHQ_CustMobileDataTerminal	Customer Supplied Mobile Data Terminal		\$595.00	\$595.00
1	MHQ_CustGPS	Customer Supplied GPS system		\$190.00	\$190.00
1	MHQ_CustVideoSystem	Customer Supplied Video System		\$695.00	\$695.00



QUO5600



Quote

#QUO5600

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket 4" Mounting Space Fits Whelen Cencom CCSRN CCSRNTA MPC03		\$0.00	\$0.00
2	C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket 2.5" Mounting Space Fits Motorola XTL2500 XTL5000-05 APX-7500		\$0.00	\$0.00
1	SHOP SUPPLIES			\$995.00	\$995.00
1	DELIVERY FEE	Customer will Pick up		\$0.00	\$0.00
	Trade In Credit	Unit 10 2023 Ford Explorer 83,383 1FM5K8AW5PNA00764		\$0.00	\$0.00
	Trade In Credit	Unit 16 2023 Ford Explorer 68,002 1FM5K8AW6PNA02832		\$0.00	\$0.00
	Trade In Credit	Unit 22 2023 Ford Explorer 84,249 1FM5K8AW8PNA03688		\$0.00	\$0.00
	Trade In Credit	Unit 30 2023 Ford Explorer 80,374 1FM5K8AWXPNA03854		\$0.00	\$0.00

Subtotal \$79,135.50

Tax (0%) \$0.00

Total \$79,135.50

TERMS AND CONDITIONS

Custom or Special Orders are Non-Refundable. This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services. Quote is based on Current Information from the Client about the Project Requirements. Actual Cost may change once Project Elements are finalized. Trade value is subject to change based on time, mileage, and condition of the Vehicle at turn-in

ORDER ACKNOWLEDGEMENT

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

Print Name

Title

Signature



QUO5600

Purchase and Sales Agreement

CUSTOMER

Company/Dept: Kevin Rak

Contact: Nashua Police Department

Street Address: 0 Panther Dr

City, State, Zip: Nashua, NH, 03062

Phone: 603-594-3624

E-Mail: rakk@nashuapd.com

Job Description: 2026 Marked Patrol Units No Radars

Vehicle:

4 Marked Units

Date: 2/11/2026

Valid Through: 60 days *

Customer #:

Contract: GBPC

Sales Rep: Chad Page

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
QU05600	2026 Patrol Marked Units	\$ 79,135.50	4	\$ 316,542.00
Trade	Unit 10 2023 Ford Explorer 83,383 1FM5K8AW5PNA00764	\$ (3,200.00)	1	\$ (3,200.00)
Trade	Unit 16 2023 Ford Explorer 68,002 1FM5K8AW6PNA02832	\$ (3,500.00)	1	\$ (3,500.00)
Trade	Unit 22 2023 Ford Explorer 84,249 1FM5K8AW8PNA03688	\$ (3,200.00)	1	\$ (3,200.00)
Trade	Unit 30 2023 Ford Explorer 80,374 1FM5K8AWXPNA03854	\$ (3,200.00)	1	\$ (3,200.00)
Vehicle Contract Total :				\$ 303,442.00

Deferrals and Cancellations of Sales Orders

In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non-contract sales, the following MHQ policy shall prevail.

Qty. :	1
Trade :	\$ -
TOTAL:	\$ 303,442.00

Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to MHQ in writing. MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed – the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

NCNR items are not cancellable with our suppliers. MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order* or any part thereof. All cancellation requests must be communicated to MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

Supplier Failure to Perform

MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

*Purchased Items

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

*Customer Committed Order

"Customer Committed Order" is defined as any acceptable form of communication that directs MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

ORDER ACKNOWLEDGEMENT

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

x

PRINT NAME

x

TITLE

x

SIGNATURE

x

DATE



SMART GROWTH AND REGIONAL COLLABORATION

October 28, 2025
Frank C. Chase
McGovern MHQ, Inc.
401 Elm Street
Marlborough, MA 01752

Re: Notice of Award
RFP # GBPC 2025 Vehicles

Dear Mr. Chase:

This letter authorizes McGovern MHQ, Inc. to proceed immediately with providing public service vehicles and equipment to the members of the Greater Boston Police Council (GBPC) through your contract with the Metropolitan Area Planning Council referenced above. This contract is valid through April 30, 2026, and is eligible for five six-month extensions.

Charges invoiced for vehicles and equipment under the contract are limited to those listed in the bid and shall remain in effect for the term of the contract, subject to MAPC authorized adjustments related to extensions. Please be reminded that buyers will not be liable for non-compliant charges or for substitutions they have not authorized in advance. Your company will be accountable for compliance with the terms and conditions of the bid, along with all representations made by you, and the faithful execution of your responsibilities, as well as those of your subcontractors, under the contract.

Additionally, please note that McGovern MHQ, Inc. is required to report all orders placed by buyers, with you or your subcontractors, under this contract to MAPC. Documentation provided to MAPC must include copies of your quote referencing the price list and the buyer's authorized commitment to purchase (e.g. purchase order, contract, commitment letter, etc.). All prices quoted to Buyers shall be in writing on Vendor's letterhead or quote forms and shall not include terms and conditions that conflict with the terms and conditions of the IFB and your contract with MAPC and that are less favorable to the Buyers.

You will be required to pay to MAPC a Contract Administration Fee of 0.80 % (eight tenths of one percent) (one and one-half percent) of the total delivered price of all items purchased through this contract, not to include trade-in reductions in price. MAPC will assign a tracking number to written orders and will provide you with an invoice after which payment of the Contract Administration Fee is due from you to MAPC within 30 days of payment by Buyer of your invoice for the order.

In closing, as a GBPC/MAPC vendor, success is dependent on active outreach to the GBPC member community, consistently providing high-quality products and service, and your company's integrity as a business.

We wish you well and thank you for serving the members of the GBPC.

Should you have further questions, please contact Kelsi Champley at 617-933-0766 or via email at kchampley@mapc.org.

We look forward to our continuing relationship with McGovern MHQ, Inc. and to working with you and the buyers to ensure the proper administration of this contract.

Please accept MAPC's wholehearted congratulations.

Sincerely,

A handwritten signature in cursive script that reads "Kelsi Champley".

Kelsi Champley
Municipal Collaboration, Procurement Services Manager



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

March 11, 2026
Memo #26-149

TO: Mayor Donchess
Finance Committee

SUBJECT: (2) NPD Ford Police Interceptors Hybrid Marked in the amount not to exceed \$120,523
funded from CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Karen Smith, Business Manager, dated March 9, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: (2) NPD Ford Police Interceptors Hybrid Marked to replace units #D-10 and D-32
Value: \$120,523
Department: 150 Police Department
Vendor: McGovern Municipal HQ
Fund: CERF/81- Capital Outlay/Improvements

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

Nashua Police Department, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings

NASHUA POLICE
DEPARTMENT

Date: 9 March 2026



Intradepartmental Communication

To: Amy Girard, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace the following with the 2026 Ford Police Interceptor Utility Hybrid AWD marked vehicle(s) as part of the FY2026 CERF replacement schedule.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#
2014	D-10	MP64650	Chevrolet Impala	2G1WD5E33E1187351
2014	D-32	MP64661	Chevrolet Impala	2G1WD5E33E1187284

Pursuant to NRO 5-84 (A) (3), the replacement vehicle(s) will be purchased through the Greater Boston Police Counsel (GBPC) Metropolitan Area Planning Counsel Contract (MAPC) RFP GBPC 2025.

A quote from McGovern Municipal HQ is attached for your review showcasing the features and options along with any associated costs and/or trade-in allowances.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of \$120,523.00 from McGovern Municipal HQ, Marlborough, MA. Funding is available in the CERF account for this vehicle.

Sincerely,

A handwritten signature in black ink, appearing to read "KAS", written over a horizontal line.

Karen A. Smith
Business Manager

cc: Dawn Enwright



Quote

#QUO5336

2/11/2026

McGovern MHQ Inc

401 ELM ST
MARLBOROUGH MA 01752
United States

Bill To

CITY OF NASHUA
NASHUA POLICE DEPT
PO BOX 2019
NASHUA NH 03061-2019
United States

Ship To

NASHUA POLICE DEPT
27 OFFICER JAMES ROCHE DR
NASHUA NH 03061
United States

Sales Rep

Chad Page

PO #

Memo

GBPC-MY26 Unmarked
Unit 2x Black (Staff)

Expected Ready Date

VIN	Make	Model	Color		
Quantity	Item	Description	Contract ID	Rate	Amount
	VEHICLE	** GBPC Vehicle Contract **			
1	K8A	2026 Ford Police Interceptor Utility (K8A) AWD Hybrid Engine		\$44,796.00	\$44,796.00
1	UM	Color: Agate Black		\$0.00	\$0.00
1	FW	Charcoal Blank, Unique HD Cloth Front Bucket Seats w/Cloth Rear		\$0.00	\$0.00
1	18D	Global Lock/Unlock		\$0.00	\$0.00
1	59B	Keyed Alike - 1284x		\$49.00	\$49.00
1	65L	Wheel Covers 18" Full Face		\$66.00	\$66.00
1	87M	8" Rear Camera Image		\$0.00	\$0.00
	VEHICLE SUB				\$44,911.00
	EQUIP Start	*** MCGOVERN EQUIPMENT ***			
1	2854090	Rainguard; Ventvisor®; Low Profile; Outside Channel With Tape-On; Smoke; Acrylic; Set Of 4 Ford Explorer 2020-2025		\$160.00	\$160.00
1	03140051	RESQ HAMMER EMERGENCY		\$25.00	\$25.00
1	Labor	Activate Wig-Wag		\$62.50	\$62.50
	EQUIP Start	*** FRONT OF VEHICLE EQUIPMENT ***			
2	VTX9E	VERTEX SUPER-LED DUO BLU/WHT In Headlights		\$217.00	\$434.00
	EQUIP Start	*** SIREN PACKAGE EQUIPMENT ***			



QUO5336



Quote

#QUO5336

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	BSFW50ZD-BW	DUO FST WCX Front Inner Edge, DUO RST WCX Rear Inner Edge, CenCom Core, OBD Install Kit, Control Head, Speaker & Mounting Bracket		\$4,900.00	\$4,900.00
1	C399	CENCOM CORE WCX CONTROL CENTER		\$0.00	\$0.00
1	C399SP	SCANPORT KIT FOR C399		\$0.00	\$0.00
1	CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD		\$0.00	\$0.00
1	SA315P	SA315P SPEAKER, BLACK PLASTIC		\$0.00	\$0.00
1	SAK1	SA-315 MOUNT KIT UNIVERSAL		\$0.00	\$0.00
1	CEM16	WeCanX 16 OUTPUT EXPANSION MOD		\$301.00	\$301.00
1	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE		\$350.00	\$350.00
1	CANLITEB	CANTROL LIGHT SENSOR BLACK PHOTO CELL		\$125.00	\$125.00
	EQUIP Start	*** CONSOLE EQUIPMENT ***			
1	C-VS-1400-INUT-1-H	STANDARD 14" CONSOLE PIU 2020+		\$595.00	\$595.00
1	CUP2-1001	Self-Adjusting Double Cup Holder		\$65.00	\$65.00
1	CUP2-1005	Angled Wedge Kit For Havis Cup Holders & 1-Piece 4" Equipment Brackets		\$35.00	\$35.00
1	NEW ITEM	C-EB20-USB-1P		\$0.00	\$0.00
1	C-LP2-USB-BL2	Console Accessory Bracket Kit with 2 Lighter Plug Outlets W/ 1 USB-C & USB Type A Dual Port Charger & 2 Blanks for Rectangular Accessories		\$195.00	\$195.00
1	C-ARM-104	ARMREST TRACK MOUNT FLIP UP		\$285.00	\$285.00
1	MMSU1	MAGNETIC MIC CLIP SINGLE UNIT		\$54.00	\$54.00
1	CMCB	MIC CLIP BRACKET		\$0.00	\$0.00
1	CG-X	CHARGE GUARD-SELECT		\$270.00	\$270.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Overhead Console		\$150.00	\$150.00
1	PLSW30	ROCKER SWITCH ON-OFF-ON		\$35.00	\$35.00
	EQUIP Start	*** CAGE / CARGO EQUIPMENT ***			
1	B4702UINT20	1/4" POLY CARGO BARRIER 2020+ UTILITY		\$925.00	\$925.00
1	CSC47UINT20	CARGO SECURITY COVER 2020+ UTILITY		\$795.00	\$795.00



QUO5336

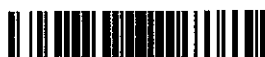


Quote

#QUO5336

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	LOFT-PIU20-EC	EQUIPMENT STORAGE LOFT UTILITY 2020+		\$1,250.00	\$1,250.00
1	NEW ITEM	CSDLG001 - Pro-Gard Vault (No Lock)		\$1,850.00	\$1,850.00
1	4CSD47UINT20	Cargo Storage Drawer - Mounting Kit - Free Standing Mount (w/Pro-gard Cargo Barrier)		\$160.00	\$160.00
	EQUIP Start	*** REAR OF VEHICLE EQUIPMENT ***			
2	PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT In Rear 1/4 Glass		\$255.00	\$510.00
2	PSBKT90	STRIP-LITE+ 90 DEG MT KIT		\$25.00	\$50.00
2	I2E	DUO LINEAR ION BLUE/WHITE BLK In Rear Doors		\$255.00	\$510.00
1	BS508D-BRA	I-E RST WCX 8-LT DUAL 2020 UTILITY B/R/A		\$0.00	\$0.00
2	TLI2E	ION T-SERIES LINEAR DUO B/W Bottom of Liftgate License Plate Light Area (Rear Facing)		\$255.00	\$510.00
2	VTX9E	VERTEX SUPER-LED DUO BLU/WHT In Rear Tail-Lights		\$217.00	\$434.00
2	Labor	Flash Factory Tail-Lights (Red)		\$125.00	\$250.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART In loft		\$150.00	\$150.00
1	PLSW30	ROCKER SWITCH ON-OFF-ON		\$35.00	\$35.00
	EQUIP Start	*** TRASNFER / OTHER EQUIPMENT ***			
1	MHQ_CustRadio	Customer Supplied Radio		\$380.00	\$380.00
1	NMOKUD20MPL	NMO 3/4" MOUNT/ MINI-U 20'		\$15.00	\$15.00
1	MHQ_CustGPS	Customer Supplied GPS system		\$190.00	\$190.00
1	C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket 4" Mounting Space Fits Whelen Cencom CCSRN CCSRNTA MPC03		\$0.00	\$0.00
2	C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket 2.5" Mounting Space Fits Motorola XTL2500 XTL5000-05 APX-7500		\$0.00	\$0.00
1	SHOP SUPPLIES			\$795.00	\$795.00
1	DELIVERY FEE	Customer will Pick up		\$0.00	\$0.00



QUO5336



Quote

#QUO5336

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
	Trade In Credit	D-10 2014 Chevy Impala 45,286 2G1WD5E33E1187351		\$0.00	\$0.00
	Trade In Credit	D-32 2014 Chevy Impala 48,215 2G1WD5E33E1187284		\$0.00	\$0.00

Subtotal \$61,761.50

Tax (0%) \$0.00

Total \$61,761.50

TERMS AND CONDITIONS

Custom or Special Orders are Non-Refundable. This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services. Quote is based on Current Information from the Client about the Project Requirements. Actual Cost may change once Project Elements are finalized. Trade value is subject to change based on time, mileage, and condition of the Vehicle at turn-in

ORDER ACKNOWLEDGEMENT

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

Print Name

Title

Signature



QUO5336

MCGOVERN

Public Safety Sales Executive
(978-835-3494)

Purchase and Sales Agreement

CUSTOMER

Company/Dept: Kevin Rak

Contact: Nashua Police Department

Street Address: 0 Panther Dr

City, State, Zip: Nashua, NH, 03062

Phone: 603-594-3624

E-Mail: rakk@nashuapd.com

Job Description: 2026 Staff Units

Vehicle:

2 Staff Units

Date: 2/11/2026

Valid Through: 60 days *

Customer #:

Contract: GBPC

Sales Rep: Chad Page

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
QU05336	2026 Staff Units Vehicles	\$ 61,761.50	2	\$ 123,523.00
Trade	D-10 2014 Chevy Impala 45,286 2G1WD5E33E1187351	\$ (1,500.00)	1	\$ (1,500.00)
Trade	D-32 2014 Chevy Impala 48,215 2G1WD5E33E1187284	\$ (1,500.00)	1	\$ (1,500.00)
Vehicle Contract Total:				\$ 120,523.00

Deferrals and Cancellations of Sales Orders

In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non-contract sales, the following MHQ policy shall prevail.

Qty.:	1
Trade:	\$ -
TOTAL:	\$ 120,523.00

Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to MHQ in writing. MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

NCNR items are not cancellable with our suppliers. MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order* or any part thereof. All cancellation requests must be communicated to MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

Supplier Failure to Perform

MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

***Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

***Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

ORDER ACKNOWLEDGEMENT

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

x

PRINT NAME

x

TITLE

x

SIGNATURE

x

DATE



SMART GROWTH AND REGIONAL COLLABORATION

October 28, 2025
Frank C. Chase
McGovern MHQ, Inc.
401 Elm Street
Marlborough, MA 01752

Re: Notice of Award
RFP # GBPC 2025 Vehicles

Dear Mr. Chase:

This letter authorizes McGovern MHQ, Inc. to proceed immediately with providing public service vehicles and equipment to the members of the Greater Boston Police Council (GBPC) through your contract with the Metropolitan Area Planning Council referenced above. This contract is valid through April 30, 2026, and is eligible for five six-month extensions.

Charges invoiced for vehicles and equipment under the contract are limited to those listed in the bid and shall remain in effect for the term of the contract, subject to MAPC authorized adjustments related to extensions. Please be reminded that buyers will not be liable for non-compliant charges or for substitutions they have not authorized in advance. Your company will be accountable for compliance with the terms and conditions of the bid, along with all representations made by you, and the faithful execution of your responsibilities, as well as those of your subcontractors, under the contract.

Additionally, please note that McGovern MHQ, Inc. is required to report all orders placed by buyers, with you or your subcontractors, under this contract to MAPC. Documentation provided to MAPC must include copies of your quote referencing the price list and the buyer's authorized commitment to purchase (e.g. purchase order, contract, commitment letter, etc.). All prices quoted to Buyers shall be in writing on Vendor's letterhead or quote forms and shall not include terms and conditions that conflict with the terms and conditions of the IFB and your contract with MAPC and that are less favorable to the Buyers.

You will be required to pay to MAPC a Contract Administration Fee of 0.80 % (eight tenths of one percent) (one and one-half percent) of the total delivered price of all items purchased through this contract, not to include trade-in reductions in price. MAPC will assign a tracking number to written orders and will provide you with an invoice after which payment of the Contract Administration Fee is due from you to MAPC within 30 days of payment by Buyer of your invoice for the order.

In closing, as a GBPC/MAPC vendor, success is dependent on active outreach to the GBPC member community, consistently providing high-quality products and service, and your company's integrity as a business.

We wish you well and thank you for serving the members of the GBPC.

Should you have further questions, please contact Kelsi Champley at 617-933-0766 or via email at kchampley@mapc.org.

We look forward to our continuing relationship with McGovern MHQ, Inc. and to working with you and the buyers to ensure the proper administration of this contract.

Please accept MAPC's wholehearted congratulations.

Sincerely,

A handwritten signature in black ink that reads "Kelsi Champley". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Kelsi Champley
Municipal Collaboration, Procurement Services Manager



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

March 11, 2026
Memo #26-150

TO: Mayor Donchess
Finance Committee

SUBJECT: (1) NPD Ford Police Interceptor Hybrid Marked in the amount not to exceed \$67,159.50
funded from CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Karen Smith, Business Manager, dated March 9, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: (1) NPD Ford Police Interceptor Hybrid Marked to replace unit D-37
Value: \$67,159.50
Department: 150 Police Department
Vendor: McGovern Municipal HQ
Fund: CERF/81- Capital Outlay/Improvements

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

Nashua Police Department, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings

NASHUA POLICE
DEPARTMENT

Date: 9 March 2026



Intradepartmental Communication

To: Amy Girard, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace the following with the 2026 Ford Police Interceptor Utility Hybrid AWD marked vehicle(s) as part of the FY2026 CERF replacement schedule. We will be retaining the 2022 Ford Interceptor Hybrid to be repurposed in the Legal Department.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#
2022	D-37	4222509	Ford Interceptor Hybrid	1FM5K8AB9NGA25097

Pursuant to NRO 5-84 (A) (3), the replacement vehicle(s) will be purchased through the Greater Boston Police Counsel (GBPC) Metropolitan Area Planning Counsel Contract (MAPC) RFP GBPC 2025.

A quote from McGovern Municipal HQ is attached for your review showcasing the features and options along with any associated costs.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of \$67,159.50 from McGovern Municipal HQ, Marlborough, MA. Funding is available in the CERF account.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Smith", is written over a horizontal line.

Karen A. Smith
Business Manager

cc: Dawn Enwright



Quote

#QUO5356

2/11/2026

McGovern MHQ Inc

401 ELM ST
MARLBOROUGH MA 01752
United States

Bill To

CITY OF NASHUA
NASHUA POLICE DEPT
PO BOX 2019
NASHUA NH 03061-2019
United States

Ship To

NASHUA POLICE DEPT
27 OFFICER JAMES ROCHE DR
NASHUA NH 03061
United States

Sales Rep

Chad Page

PO #

Memo

GBPC-MY26 Unmarked
Traffic Unit D37

Expected Ready Date

VIN	Make	Model	Color		
Quantity	Item	Description	Contract ID	Rate	Amount
	VEHICLE	** GBPC Vehicle Contract **			
1	K8A	2026 Ford Police Interceptor Utility (K8A) AWD Hybrid Engine		\$44,796.00	\$44,796.00
1	M7	Color: Carbonized Gray metallic Paint		\$0.00	\$0.00
1	FW	Charcoal Blank, Unique HD Cloth Front Bucket Seats w/Cloth Rear		\$0.00	\$0.00
1	18D	Global Lock/Unlock		\$0.00	\$0.00
1	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable		\$155.00	\$155.00
1	59B	Keyed Alike - 1284x		\$49.00	\$49.00
1	65L	Wheel Covers 18" Full Face		\$66.00	\$66.00
1	87M	8" Rear Camera Image		\$0.00	\$0.00
VEHICLE SUB					\$45,066.00
	EQUIP Start	*** MCGOVERN EQUIPMENT ***			
1	2854090	Rainguard; Ventvisor®; Low Profile; Outside Channel With Tape-On; Smoke; Acrylic; Set Of 4 Ford Explorer 2020-2025		\$160.00	\$160.00
1	03140051	RESQ HAMMER EMERGENCY		\$25.00	\$25.00
1	Labor	Activate Wig-Wag		\$62.50	\$62.50
1	TM1133INTUT IL20	TREMCO INTERCEPTOR UTILITY 2020+		\$270.00	\$270.00
1	T52217-B	SEAT COVER FRONT DRIVER BUCKET 2020		\$402.00	\$402.00



QUO5356



Quote

#QUO5356

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
	EQUIP Start	*** FRONT OF VEHICLE EQUIPMENT ***			
2	VTX9E	VERTEX SUPER-LED DUO BLU/WHT In Headlights		\$217.00	\$434.00
	EQUIP Start	*** SIREN PACKAGE EQUIPMENT ***			
1	BSFW50ZD-BW	DUO FST WCX Front Inner Edge, DUO RST WCX Rear Inner Edge, CenCom Core, OBD Install Kit, Control Head, Speaker & Mounting Bracket		\$4,900.00	\$4,900.00
1	C399	CENCOM CORE WCX CONTROL CENTER		\$0.00	\$0.00
1	C399SP	SCANPORT KIT FOR C399		\$0.00	\$0.00
1	CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD		\$0.00	\$0.00
1	CCTL5	WeCanX HAND-HELD CONTROL HEAD (Rear Cargo)		\$450.00	\$450.00
1	SAK75D	SA315P SPK BKT DRVR EXPLORER PIU 2025		\$0.00	\$0.00
1	SA315P	SA315P SPEAKER, BLACK PLASTIC		\$0.00	\$0.00
1	CEM16	WeCanX 16 OUTPUT EXPANSION MOD		\$301.00	\$301.00
1	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE		\$350.00	\$350.00
1	CANLITEB	CANTROL LIGHT SENSOR BLACK PHOTO CELL		\$125.00	\$125.00
	EQUIP Start	*** CONSOLE EQUIPMENT ***			
1	C-VS-1012-INUT-2-H	VS CONSOLE 22' ANGLED 20-25 PIU HOUSING ONLY		\$790.00	\$790.00
1	CUP2-1001	Self-Adjusting Double Cup Holder		\$65.00	\$65.00
1	C-USB-3	USB-C & USB TYPE A DUAL PORT CHARGER		\$135.00	\$135.00
1	C-ARM-102	Side Mount Armrest		\$100.00	\$100.00
4	MMSU1	MAGNETIC MIC CLIP SINGLE UNIT		\$64.00	\$256.00
4	CMCB	MIC CLIP BRACKET		\$0.00	\$0.00
1	C-HDM-214	8.5" Heavy-Duty Telescoping Pole Side Mount		\$225.00	\$225.00
1	C-MD-119	Swing Arm With Motion Adapter		\$395.00	\$395.00
1	CG-X	CHARGE GUARD-SELECT		\$270.00	\$270.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Overhead Console		\$150.00	\$150.00
1	PLSW30	ROCKER SWITCH ON-OFF-ON		\$35.00	\$35.00



QUO5356

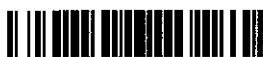


Quote

#QUO5356

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
2	GK0068E	Single T-Rail Mount 1082E Blac-Rac Trigger Guard and Receiver		\$992.00	\$1,984.00
1	GF1092ITU20	T-Rail Mount Kit Free Standing		\$425.00	\$425.00
	EQUIP Start	*** CAGE / CARGO EQUIPMENT ***			
1	B4702UINT20	1/4" POLY CARGO BARRIER 2020+ UTILITY		\$925.00	\$925.00
1	LOFT-PIU20-EC	EQUIPMENT STORAGE LOFT UTILITY 2020+		\$1,250.00	\$1,250.00
1	NEW ITEM	CSDLG001 - Pro-Gard Vault (No Lock)		\$1,850.00	\$1,850.00
1	4CSD47UINT20	Cargo Storage Drawer - Mounting Kit - Free Standing Mount (w/Pro-gard Cargo Barrier)		\$160.00	\$160.00
	EQUIP Start	*** REAR OF VEHICLE EQUIPMENT ***			
2	PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT Rear 1/4 Glass		\$255.00	\$510.00
2	PSBKT90	STRIP-LITE+ 90 DEG MT KIT		\$25.00	\$50.00
2	I2E	DUO LINEAR ION BLUE/WHITE BLK In Rear Doors		\$255.00	\$510.00
1	BS508D-BRA	I-E RST WCX 8-LT DUAL 2020 UTILITY B/R/A		\$0.00	\$0.00
2	TLI2E	ION T-SERIES LINEAR DUO B/W Bottom of License Plate Lights Area (Rear Facing)		\$255.00	\$510.00
2	TIONWEDG	MOUNTING WEDGES ION-T-SERIES		\$25.00	\$50.00
2	VTX9E	VERTEX SUPER-LED DUO BLU/WHT In Rear Tail-Lights		\$217.00	\$434.00
2	Labor	Flash Factory Tail-Lights (Red)		\$125.00	\$250.00
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART In loft		\$150.00	\$150.00
1	PLSW30	ROCKER SWITCH ON-OFF-ON		\$35.00	\$35.00
	EQUIP Start	*** TRASNFER / OTHER EQUIPMENT ***			
2	MHQ_CustRadio	Customer Supplied Radio		\$380.00	\$760.00
2	NMOKUD20MPL	NMO 3/4" MOUNT/ MINI-U 20'		\$15.00	\$30.00
1	MHQ_CustGPS	Customer Supplied GPS system		\$190.00	\$190.00



QUO5356



Quote

#QUO5356

2/11/2026

Quantity	Item	Description	Contract ID	Rate	Amount
1	MHQ_CustVideoSystem	Customer Supplied Video System		\$695.00	\$695.00
1	MHQ_CustMobileDataTerminal	Customer Supplied Mobile Data Terminal (Includes Headrest Printer Mount)		\$595.00	\$595.00
1	C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket 4" Mounting Space Fits Whelen Cencom CCSRN CCSRNTA MPC03		\$0.00	\$0.00
2	C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket 2.5" Mounting Space Fits Motorola XTL2500 XTL5000-05 APX-7500		\$0.00	\$0.00
1	PFSPLTR-4	CONN,8P8C RJ45 ADAPT, 1F TO 4		\$35.00	\$35.00
1	SHOP SUPPLIES			\$795.00	\$795.00
1	DELIVERY FEE	Customer will Pick up		\$0.00	\$0.00

Subtotal	\$67,159.50
Tax (0%)	\$0.00
Total	\$67,159.50

TERMS AND CONDITIONS

Custom or Special Orders are Non-Refundable. This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services. Quote is based on Current Information from the Client about the Project Requirements. Actual Cost may change once Project Elements are finalized. Trade value is subject to change based on time, mileage, and condition of the Vehicle at turn-in

ORDER ACKNOWLEDGEMENT

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

Print Name

Title

Signature





SMART GROWTH AND REGIONAL COLLABORATION

October 28, 2025
Frank C. Chase
McGovern MHQ, Inc.
401 Elm Street
Marlborough, MA 01752

Re: Notice of Award
RFP # GBPC 2025 Vehicles

Dear Mr. Chase:

This letter authorizes McGovern MHQ, Inc. to proceed immediately with providing public service vehicles and equipment to the members of the Greater Boston Police Council (GBPC) through your contract with the Metropolitan Area Planning Council referenced above. This contract is valid through April 30, 2026, and is eligible for five six-month extensions.

Charges invoiced for vehicles and equipment under the contract are limited to those listed in the bid and shall remain in effect for the term of the contract, subject to MAPC authorized adjustments related to extensions. Please be reminded that buyers will not be liable for non-compliant charges or for substitutions they have not authorized in advance. Your company will be accountable for compliance with the terms and conditions of the bid, along with all representations made by you, and the faithful execution of your responsibilities, as well as those of your subcontractors, under the contract.

Additionally, please note that McGovern MHQ, Inc. is required to report all orders placed by buyers, with you or your subcontractors, under this contract to MAPC. Documentation provided to MAPC must include copies of your quote referencing the price list and the buyer's authorized commitment to purchase (e.g. purchase order, contract, commitment letter, etc.). All prices quoted to Buyers shall be in writing on Vendor's letterhead or quote forms and shall not include terms and conditions that conflict with the terms and conditions of the IFB and your contract with MAPC and that are less favorable to the Buyers.

You will be required to pay to MAPC a Contract Administration Fee of 0.80 % (eight tenths of one percent) (one and one-half percent) of the total delivered price of all items purchased through this contract, not to include trade-in reductions in price. MAPC will assign a tracking number to written orders and will provide you with an invoice after which payment of the Contract Administration Fee is due from you to MAPC within 30 days of payment by Buyer of your invoice for the order.

In closing, as a GBPC/MAPC vendor, success is dependent on active outreach to the GBPC member community, consistently providing high-quality products and service, and your company's integrity as a business.

We wish you well and thank you for serving the members of the GBPC.

Should you have further questions, please contact Kelsi Champley at 617-933-0766 or via email at kchampley@mapc.org.

We look forward to our continuing relationship with McGovern MHQ, Inc. and to working with you and the buyers to ensure the proper administration of this contract.

Please accept MAPC's wholehearted congratulations.

Sincerely,

A handwritten signature in cursive script that reads "Kelsi Champley".

Kelsi Champley
Municipal Collaboration, Procurement Services Manager



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

March 11, 2026
Memo #26-151

TO: Mayor Donchess
Finance Committee

SUBJECT: Software Subscription: Policeapp.com in the amount not to exceed \$6,500 annually
funded from General Fund/ 55- Other Services

Please see attached communications from Karen Smith, Business Manager, dated March 9, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Recruiting website subscription for sworn personnel that includes job postings, advertisements, recruitment, applicant tracking, etc.
Value: \$6,500 annually
Department: 150 Police Department
Vendor: Policeapp.com, Inc.
Fund: General Fund/ 55-Other Services
Term: 3 years

Ordinance: Pursuant to § 5-84 Special purchase procedures. A/(4) Sole-source procurements, where the proposed purchase is manufactured by only one company or where a sole company's product offers proprietary features or technology necessary for the City's requirements.

Nashua Police Department, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: March 11, 2026
Re: Multi-Year Contract Award – Software Subscription: Policeapp.com

Pursuant to NRO : § 5-74/B: A contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the March 18, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Recruiting website subscription for sworn personnel
Value: \$6,500 annually
Vendor: Policeapp.com, Inc.
Purchasing Memo#: 26-151 dated March 11, 2026
Contract Term: 3 years

Thank you.



Intradepartmental Communication

To: Amy Girard, Purchasing Manager

From: Karen A. Smith, Business Manager

Subject: NPD PoliceApp

The Nashua Police Department requests to renew the services of PoliceApp recruitment management system for the recruitment of sworn personnel that we have been utilizing for the past six years. The system includes job postings, advertisement and active recruitment, applicant progress tracking, document storage, communication with candidates and more.

The contract is attached for your review. We have previously chosen to pay yearly fee of \$11,000 to PoliceApp. We are moving forward with a different approach. In order to keep our Police applicants high we decided to go with the following approach; entry level candidates will be charged a \$40 fee by PoliceApp with no cost to NPD. With this method we anticipate saving half the price of the PoliceApp software. The NPD will continue to absorb the fees incurred and billed monthly for Certified Candidates and Massachusetts Civil Service Candidates resulting in an anticipated cost not to exceed \$6,500 per year based on prior year's stats.

PoliceApp offers a three-year service agreement, and they are a sole source due to the all-inclusive App. Nashua Police Department recommends the contract with PoliceApp. Funding is available in the 55620 Software Subscription Services account.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Smith", is written over a horizontal line.

Karen A. Smith
Business Manager



FirefighterApp PublicSafetyApp EmploymentApp CertAssist

NASHUA NH SERVICE AGREEMENT 2026

#20260305-093956909

Issued

March 5, 2026

Expires

June 3, 2026

Policeapp.com, Inc

5 Brookside Dr.

Wallingford, CT 06492

United States

Cara Elser

cara@policeapp.com

Prepared for

Nashua NH

229 Main Street

Nashua, NH 03060

United States

Kevin Rourke

Chief

rourkek@nashuapd.com

Products & Services

Products & Services	Billing Frequency	Quantity	Unit price	Price
Department Funded Model Department Pays the \$40 fee for Applicants who complete the Application with the Department.	Monthly	1	\$0.00 / month	\$0.00 / month
Applicant Funded Model Applicants that complete the Application with the Department pays \$40	Annually	1	\$0.00 / year	\$0.00 / year

Monthly subtotal	\$0.00
Annual subtotal	\$0.00
Total	\$0.00

Comments

Applicant funded for Entry Level submissions only for \$40

Department funded for all Certified and MA Civil Service Eligibility Submissions to be billed on a monthly basis.

Terms and Conditions

This Service Agreement (the "**Agreement**") made, March 11, 2026 (the "**Effective Date**") by and between **PoliceApp.com, Inc - d/b/a FireFighterApp.com, PublicSafetyApp .com, EmploymentApp.com, CertAssist, MuniTicket** a Connecticut corporation having a principal place of business in the City of Wallingford, Connecticut (hereinafter referred to as "**POLICEAPP**"), and the Nashua NH, located in Nashua, NH (hereinafter referred to as the "**CLIENT**").

WHEREAS CLIENT desires to retain POLICEAPP to provide certain Services, as detailed below, and POLICEAPP is willing to perform such Services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1.) The initial term of this Agreement shall be for a period of Three (3) year(s) from Effective Date. Upon expiration of the initial term, this Agreement will automatically renew for subsequent terms of one (1) year, unless either party provides written notice on non-renewal at least thirty (30) days prior to the expiration date of the then-current term or until the termination of this Agreement in accordance with Section 7.

2.) Services. POLICEAPP will provide CLIENT with the following services (the "Services"):

- a. CLIENT will receive a client account (the "Client Account"), with an associated user name and password, for accessing the job recruitment and application review tools available via www.PoliceApp.com (the "Website");
- b. CLIENT will receive the ability to generate job postings on the Website;
- c. CLIENT will receive the ability to review applicant information of individuals who have applied to a CLIENT job posting on the Website ("Applicants"); and,
- d. CLIENT will have access to additional recruitment tools available on the Website.

3.) Fees . The Service are provided without a fee charged to the CLIENT; provided, however that POLICEAPP reserves the right to impose reasonable fees, in the event that any modifications or additional services are requested by the CLIENT

4.) Client's Obligations.

a. Website Terms of Use. CLIENT agrees at all times to adhere to the Website Terms of Use as set forth on the Website and included herein as Addendum A

b. CLIENT agrees at all times to adhere to the "Information Security Terms of Use", available at https://www.policeapp.com/Information_Security_Terms_Of_Use/ as updated from time to time.'

c. CLIENT agrees to promptly contact PoliceApp at 855-720-2777 in the event of an information security incident, or to report unethical behavior.

d. PoliceApp strictly prohibits the inclusion of links or URL redirects to any third-party entities on its platform.

e. Security; Access; Notification of Breach. CLIENT is responsible for all activities that occur under the Client Account. CLIENT is responsible for maintaining the security and confidentiality of its user names and passwords. Only CLIENT, by and through its authorized agents and representatives, shall use the Client Account.

CLIENT shall not grant access to the Client Account to any third party users. Only official email addresses associated with the CLIENT's particular domain name shall be acceptable for use in the creation of the Client Account. CLIENT shall notify POLICEAPP immediately upon learning of any unauthorized use of the Client Account, the Website or any other known or suspected breach of security related to the Website or the Services.

f. Restrictions on Use of the Services. CLIENT may not alter, resell or sublicense the Services or provide the Services as a service bureau. CLIENT, its employees,

agents and representatives and any other authorized users of the Client Account, agree not to reverse engineer the Services, including but not limited to the Website and any of its capabilities or features, or its software or other technology. CLIENT will not use or access the Services to: (i) build a competitive product or service, (ii) make or have made a product having similar ideas, features, functions or graphics to those of the Services, (iii) make derivative works based upon the Services or (iv) copy any features, functions or graphics of the Services. CLIENT will not "frame" or "mirror" the Service. Use, resale or exploitation of the Service except as expressly permitted in this Agreement is prohibited. CLIENT acknowledges and agrees that any breach by it, or by any of its agents, employees, or representatives, of this Section shall cause irreparable injury to POLICEAPP and that, in such an event, and in addition to any other remedies that may be available, in law, in equity, or otherwise, POLICEAPP shall be entitled to seek and obtain injunctive relief against any threatened or continuing breach hereof.

g. CLIENT agrees that all applications must be submitted through POLICEAPP. CLIENT will direct all applicants to POLICEAPP to complete and submit applications, including via links on the department's website and any other advertising sources used by CLIENT.

h. CLIENT acknowledges that POLICEAPP allocates resources and marketing funds to promote CLIENT'S job openings. Accordingly, failure to use the POLICEAPP Website Integration tool may result in the suspension of any promotional efforts by POLICEAPP.

5.) Client Data. The parties make the following agreements with respect to any and all data submitted by CLIENT to the Website (the "Client Data"):

a. All Client Data will remain solely the property of CLIENT and/or its agents or representatives to the full extent provided by law.

b. CLIENT bears sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Client Data.

c. POLICEAPP will not use the Client Data for any purpose other than as necessary to provide the Services to CLIENT.

d. POLICEAPP will use commercially reasonable security measures to protect Client Data against unauthorized disclosure or use. This shall include the use of production and disaster recovery systems maintained in secured SSAE16 & PCI certified datacenters in the United States with redundancy on all critical support elements, including but not limited to data, power, environmental controls, and fire suppression.

e. POLICEAPP conducts automatic backups of its systems, including the Website and Client Data stored therein, pursuant to POLICEAPP's internal backup policies,

which may be modified in POLICEAPP's sole discretion at any time without notice.

6.) Data Ownership & Accuracy.

a. POLICEAPP shall at all times retain any and all rights in the Website and the Services. This Agreement grants no ownership rights in the Website or the Services to CLIENT. No license is granted to CLIENT except as necessary to access and use the Website and the Services as expressly stated herein. The POLICEAPP name, the POLICEAPP logo, and the product names associated with the Services are [registered] trademarks of POLICEAPP or third parties, and they may not be used by any other third party without POLICEAPP's, or such applicable third party owner's, prior written consent.

b. CLIENT owns all Client Data, including but not limited to emails, notes and CLIENT uploaded attachments, as well as information provided by Applicants, once such information has been submitted and/or uploaded to the CLIENT.

c. CLIENT shall only use the data accessed through the Website or provided as part of the Services for the purposes of recruiting and selecting new hires from available Applicants. Client shall not use the data for any other purpose, including but not limited to third party marketing, monetary gain, etc.

d. CLIENT is solely responsible for ensuring the accuracy of data uploaded or entered into POLICEAPP whether by the Applicants, CLIENT or by POLICEAPP on behalf of CLIENT.

e. Client Data shall be stored by POLICEAPP for as long as this Agreement is in place. Upon termination of this Agreement, POLICEAPP will provide CLIENT with data files, exclusive of POLICEAPP software and formatting, within sixty (60) days of the date of notification of termination.

7.) Termination.

a. This Agreement may be terminated:

i. By mutual agreement of the parties.

ii. By either party, upon written notice, if the other party (the "Defaulting Party") materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach.

8.) Disclaimer re: Content. POLICEAPP is neither responsible for nor makes any representation or warranty with respect to the content, imagery, opinions or hiring practices set forth by the CLIENT and communicated to Applicants via the Website. POLICEAPP shall not be responsible or liable to CLIENT or any other third party for any threatening, defamatory, obscene, offensive or illegal conduct of the CLIENT or any third party or any infringement of another's rights, including real or

intellectual property rights, by the CLIENT or any third party.

9.) Disclaimer of Warranties. POLICEAPP will make all reasonable efforts to provide the Services in a timely manner and to in accordance with current industry standards. Notwithstanding the foregoing, the Services are provided "As Is" and POLICEAPP makes no warranties with respect to the availability and accuracy of the Services. If POLICEAPP fails to provide the Services as outlined in this Agreement, or with any of the Terms of Use, CLIENT's sole and exclusive remedy is to discontinue use of the Services.

10.) Limitation of Liability.

a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA, BUSINESS INTERRUPTION OR DIMINUTION IN VALUE, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE SERVICES PROVIDED HEREUNDER, WHETHER SOUNDING IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. EXCEPT FOR LIABILITIES ARISING FROM INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL POLICEAPP'S AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER EXCEED THE LESSER OF (A) ALL COSTS OF MATERIALS, LABOR, AND OTHER EXPENSES REQUIRED TO CORRECT ANY ERROR CAUSED BY POLICEAPP, OR (B) THE TOTAL AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT.

11.) Indemnification. CLIENT shall indemnify and save POLICEAPP harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees), including but not limited to any claims sounding in employment or labor relations laws and/or intellectual property laws, arising out of or relating to CLIENT's violation of this Agreement, the Terms of Use or your use of the Website, including, but not limited to, your Client Data, any use of the Website's content, services, and products other than as expressly authorized in this Agreement and/or the Terms of Use or your use of any information obtained from the Website.

12.) Governing Law; Jurisdiction. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Connecticut, United States of America without giving effect to the conflict of laws provisions. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind

whatsoever against the other party in any way arising from or relating to this Agreement, and all contemplated transactions, in any forum other than the U.S. District Court for the District of Connecticut or, if such court does not have subject matter jurisdiction, the courts of the State of Connecticut, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

13.) Assignment. CLIENT shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of POLICEAPP. Any purported assignment or delegation in violation of this Section shall be null and void. POLICEAPP may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of POLICEAPP's assets without CLIENT'S consent. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

14.) Entire Agreement. This Agreement and any written addendum hereto, executed by both parties, constitutes the entire Agreement and supersedes all prior agreements or representations which are not expressly set forth herein.

15.) Amendments. This Agreement may be modified, waived or discharged only by written agreement mutually executed by all parties.

16.) Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17.) Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other party at its address set forth on the signature page of this Agreement (or to such other address that the receiving party may designate from time to time in accordance with this Section).

Addendum A: PoliceApp.com Terms of Use

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use which govern PoliceApp.com's relationship with you in relation to this website.

The term 'PoliceApp.com' or 'us' or 'we' refers to the owner of the website. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics.
- Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of the United States of America.

Copyright Notice

All materials contained on this site are protected by United States copyright law and may not be reproduced, distributed, transmitted, displayed, published or broadcast without prior permission of PoliceApp.com. You may not alter or remove any trademark, copyright or other notice from materials contained within this site.

You may download content, pages and downloadable materials from this website for your person, non-commercial use only.

The undersigned CLIENT acknowledges that he/she has thoroughly read, approved and accepted each of the provisions contained herein and acknowledges receipt of a copy hereof. This is a legally binding Contract. If the

CLIENT does not understand any part of it, CLIENT should consult an attorney before execution.

Acceptance

Signature

Before you sign this agreement , an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Kevin Rourke

rourkek@nashuapd.com

Sean Cassidy

sean@policeapp.com



This Service Agreement (the "**Agreement**") made, 1/6/2022 (the "**Effective Date**") by and between **PoliceApp.com**, a Connecticut corporation having a principal place of business in the City of Wallingford, Connecticut (hereinafter referred to as "**POLICEAPP**"), and the Nashua Police Department, located in Nashua, NH (hereinafter referred to as the "**CLIENT**").

WHEREAS CLIENT desires to retain POLICEAPP to provide certain Services, as detailed below, and POLICEAPP is willing to perform such Services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

- 1.) **Term.** The initial term of this Agreement shall be for a period of three (3) years from Effective Date. Upon expiration of the initial term, this Agreement will automatically renew for subsequent terms of one (1) year, unless either party provides written notice on non-renewal at least thirty (30) days prior to the expiration date of the then-current term or until the termination of this Agreement in accordance with Section 7.
- 2.) **Services.** POLICEAPP will provide CLIENT with the following services (the "**Services**");
 - a. CLIENT will receive a client account (the "**Client Account**"), with an associated user name and password, for accessing the job recruitment and application review tools available via www.PoliceApp.com (the "**Website**");
 - b. CLIENT will receive the ability to generate job postings on the Website;
 - c. CLIENT will receive the ability to review applicant information of individuals who have applied to a CLIENT job posting on the Website ("**Applicants**"); and,
 - d. CLIENT will have access to additional recruitment tools available on the Website.
- 3.) **Fees.** The Service are provided without a fee charged to the CLIENT; provided, however that POLICEAPP reserves the right to impose reasonable fees, in the event that any modifications or additional services are requested by the CLIENT
- 4.) **Client's Obligations.**
 - a. **Website Terms of Use.** CLIENT agrees at all times to adhere to the Website Terms of Use as set forth on the Website and included herein as Addendum A.
 - b. **Security; Access; Notification of Breach.** CLIENT is responsible for all activities that occur under the Client Account. CLIENT is responsible for maintaining the security and confidentiality of its user names and passwords. Only CLIENT, by and through its authorized agents and representatives, shall use the Client Account. CLIENT shall not grant access to the Client Account to any third party users. Only official email addresses associated with the CLIENT's particular domain name shall be acceptable for use in the creation of the Client Account. CLIENT shall notify POLICEAPP immediately upon learning of any unauthorized use of the Client



Account, the Website or any other known or suspected breach of security related to the Website or the Services.

c. **Restrictions on Use of the Services.** CLIENT may not alter, resell or sublicense the Services or provide the Services as a service bureau. CLIENT, its employees, agents and representatives and any other authorized users of the Client Account, agree not to reverse engineer the Services, including but not limited to the Website and any of its capabilities or features, or its software or other technology. CLIENT will not use or access the Services to: (i) build a competitive product or service, (ii) make or have made a product having similar ideas, features, functions or graphics to those of the Services, (iii) make derivative works based upon the Services or (iv) copy any features, functions or graphics of the Services. CLIENT will not "frame" or "mirror" the Service. Use, resale or exploitation of the Service except as expressly permitted in this Agreement is prohibited. CLIENT acknowledges and agrees that any breach by it, or by any of its agents, employees, or representatives, of this Section shall cause irreparable injury to POLICEAPP and that, in such an event, and in addition to any other remedies that may be available, in law, in equity, or otherwise, POLICEAPP shall be entitled to seek and obtain injunctive relief against any threatened or continuing breach hereof.

d. CLIENT agrees that all applications will be processed through POLICEAPP. CLIENT will direct all applicants to POLICEAPP to complete and submit applications from their website and other advertising sources used by CLIENT. CLIENT understands that POLICEAPP will be allocating resources and funds to advertise and promote CLIENT'S open positions.

5.) **Client Data.** The parties make the following agreements with respect to any and all data submitted by CLIENT to the Website (the "Client Data"):

- a. All Client Data will remain solely the property of CLIENT and/or its agents or representatives to the full extent provided by law.
- b. CLIENT bears sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Client Data.
- c. POLICEAPP will not use the Client Data for any purpose other than as necessary to provide the Services to CLIENT.
- d. POLICEAPP will use commercially reasonable security measures to protect Client Data against unauthorized disclosure or use. This shall include the use of production and disaster recovery systems maintained in secured SSAE16 & PCI certified datacenters in the United States with redundancy on all critical support elements, including but not limited to data, power, environmental controls, and fire suppression.

e. POLICEAPP conducts automatic backups of its systems, including the Website

and Client Data stored therein, pursuant to POLICEAPP's internal backup policies, which may be modified in POLICEAPP's sole discretion at any time without notice.

6.) **Data Ownership & Accuracy.**

- a. POLICEAPP shall at all times retain any and all rights in the Website and the Services. This Agreement grants no ownership rights in the Website or the Services to CLIENT. No license is granted to CLIENT except as necessary to access and use the Website and the Services as expressly stated herein. The POLICEAPP name, the POLICEAPP logo, and the product names associated with the Services are [registered] trademarks of POLICEAPP or third parties, and they may not be used by any other third party without POLICEAPP's, or such applicable third party owner's, prior written consent.
- b. CLIENT owns all Client Data, including but not limited to emails, notes and CLIENT uploaded attachments, as well as information provided by Applicants, once such information has been submitted and/or uploaded to the CLIENT.
- c. CLIENT shall only use the data accessed through the Website or provided as part of the Services for the purposes of recruiting and selecting new hires from available Applicants. Client shall not use the data for any other purpose, including but not limited to third party marketing, monetary gain, etc.
- d. CLIENT is solely responsible for ensuring the accuracy of data uploaded or entered into POLICEAPP whether by the Applicants, CLIENT or by POLICEAPP on behalf of CLIENT.
- e. Client Data shall be stored by POLICEAPP for as long as this Agreement is in place. Upon termination of this Agreement, POLICEAPP will provide CLIENT with data files, exclusive of POLICEAPP software and formatting, within sixty (60) days of the date of notification of termination.

7.) **Termination.**

- a. This Agreement may be terminated:
 - i. By mutual agreement of the parties.
 - ii. By either party, upon written notice, if the other party (the "**Defaulting Party**") materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach.

8.) **Disclaimer re: Content.** POLICEAPP is neither responsible for nor makes any representation or warranty with respect to the content, imagery, opinions or hiring practices

set forth by the CLIENT and communicated to Applicants via the Website. POLICEAPP shall not be responsible or liable to CLIENT or any other third party for any threatening, defamatory, obscene, offensive or illegal conduct of the CLIENT or any third party or any infringement of another's rights, including real or intellectual property rights, by the CLIENT or any third party.

- 9.) **Disclaimer of Warranties.** POLICEAPP will make all reasonable efforts to provide the Services in a timely manner and to in accordance with current industry standards. Notwithstanding the foregoing, the Services are provided "As Is" and POLICEAPP makes no warranties with respect to the availability and accuracy of the Services. If POLICEAPP fails to provide the Services as outlined in this Agreement, or with any of the Terms of Use, CLIENT's sole and exclusive remedy is to discontinue use of the Services.
- 10.) **Limitation of Liability.**
- a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA, BUSINESS INTERRUPTION OR DIMINUTION IN VALUE, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE SERVICES PROVIDED HEREUNDER, WHETHER SOUNDING IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - b. EXCEPT FOR LIABILITIES ARISING FROM INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL POLICEAPP'S AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER EXCEED THE LESSER OF (A) ALL COSTS OF MATERIALS, LABOR, AND OTHER EXPENSES REQUIRED TO CORRECT ANY ERROR CAUSED BY POLICEAPP, OR (B) THE TOTAL AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT.
- 11.) **Indemnification.** CLIENT shall indemnify and save POLICEAPP harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees), including but not limited to any claims sounding in employment or labor relations laws and/or intellectual property laws, arising out of or relating to CLIENT's violation of this Agreement, the Terms of Use or your use of the Website, including, but not limited to, your Client Data, any use of the Website's content, services, and products other than as expressly authorized in this Agreement and/or the Terms of Use or your use of any information obtained from the Website.
- 12.) **Governing Law; Jurisdiction.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Connecticut, United States of America without giving effect to the conflict of laws provisions. Each party

irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, and all contemplated transactions, in any forum other than the U.S. District Court for the District of Connecticut or, if such court does not have subject matter jurisdiction, the courts of the State of Connecticut, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- 13.) **Assignment.** CLIENT shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of POLICEAPP. Any purported assignment or delegation in violation of this Section shall be null and void. POLICEAPP may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of POLICEAPP's assets without CLIENT'S consent. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.
- 14.) **Entire Agreement.** This Agreement and any written addendum hereto, executed by both parties, constitutes the entire Agreement and supersedes all prior agreements or representations which are not expressly set forth herein.
- 15.) **Amendments.** This Agreement may be modified, waived or discharged only by written agreement mutually executed by all parties.
- 16.) **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 17.) **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other party at its address set forth on the signature page of this Agreement (or to such other address that the receiving party may designate from time to time in accordance with this Section).
- 18.) **Fees:** POLICEAPP will invoice CLIENT Eleven thousand dollars \$11,000 annually for services provided. Should department decide to change to an applicant funded process, department must notify POLICEAPP at least 15 days prior to annual billing date.



The undersigned CLIENT acknowledges that he/she has thoroughly read, approved and accepted each of the provisions contained herein and acknowledges receipt of a copy hereof. This is a legally binding Contract. If the CLIENT does not understand any part of it, CLIENT should consult an attorney before execution.

CLIENT

POLICEAPP.COM

Signature of Authorized Representative

date

Signature of Authorized Representative

date

Print name

Title

Sean Cassidy President

Print name

Title

**Nashua Police Department
28 Officer James Roche Drive
Nashua, NH 03062**

5 Brookside Drive
Wallingford, CT 06492
URL: www.policeapp.com

** By signing, the above individual represents that he/she is a duly authorized representative of the CLIENT having the requisite authority to enter into this Agreement.*



Addendum A: PoliceApp.com Terms of Use

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use which govern PoliceApp.com's relationship with you in relation to this website.

The term 'PoliceApp.com' or 'us' or 'we' refers to the owner of the website. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics.
- Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of the United States of America.

Copyright Notice

All materials contained on this site are protected by United States copyright law and may not be reproduced, distributed, transmitted, displayed, published or broadcast without prior permission of PoliceApp.com. You may not alter or remove any trademark, copyright or other notice from materials contained within this site.

You may download content, pages and downloadable materials from this website for your person, non-commercial use only.