RESOLUTION

APPROVING A TWO-YEAR AGREEMENT WITH PRINTGRAPHICS OF MAINE, INC. FOR PRINTING AND MAILING OF PROPERTY TAX, WASTEWATER AND MOTOR VEHICLE BILLS

CITY OF NASHUA

In the Year Two Thousand and Nine

RESOLVED by the Board of Aldermen of the City of Nashua that the attached two-year contract with Printgraphics of Maine, Inc. for the printing and mailing of property tax, wastewater and motor vehicle bills is hereby approved. The funding source for FY 2010 is as follows:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>512-59182</td>
<td>Property Tax</td>
<td>$7,837.50</td>
</tr>
<tr>
<td>512-59182</td>
<td>Motor Vehicles</td>
<td>$10,725.00</td>
</tr>
<tr>
<td>802-59220</td>
<td>Wastewater</td>
<td>$14,365.00</td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>$32,927.50</td>
</tr>
</tbody>
</table>
LEGISLATIVE YEAR 2009

RESOLUTION: R-09-195

PURPOSE: Approving a two-year agreement with Printgraphics of Maine, Inc. for printing and mailing of property tax, wastewater and motor vehicle bills

SPONSOR(S): Mayor Donnalee Lozeau

COMMITTEE ASSIGNMENT:

FISCAL NOTE: Fiscal impact is approximately $32,927.50 per year.

ANALYSIS

This resolution would approve a two-year contract with Printgraphics of Maine, Inc. for the printing and mailing of property tax, wastewater and motor vehicle bills. The City has previously contracted with this vendor for the same services.

NRO § 5-74, B states that 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.

Approved as to content: Financial Services Division

By: [Signature]

Approved as to form: Office of Corporation Counsel

By: [Signature]

Date: May [ ], 2009
City of Nashua
Standard Form of Agreement
Between City of Nashua and Supplier

This agreement is made: July 1, 2009

Between the owner: City of Nashua NH, 229 Main St, Nashua, NH 03060

And the vendor: Printgraphics of Maine, 116B Riverside Industrial Parkway,
Portland, ME 04103

For the following: Outsourcing of Nashua Wastewater Bills, Nashua Property Tax Bills, and
Motor Vehicle Renewal Notices

The owner and vendor agree to enter into a two-year agreement to cover the following:

Two (2) Nashua Property Tax Billings of approximately 28,500 items per billing during
each agreement year.

Four (4) Nashua Wastewater Residential Billings of approximately 18,200 items per
billing during each agreement year.

Fifty two (52) Nashua Wastewater Commercial Billings of approximately 500 items
per billing during each agreement year.

Twelve (12) Nashua Motor Vehicle Renewal Notices of approximately 78,000 items
each agreement year divided into 12 printings per year – average monthly printing of 6,500
per month

The date of commencement shall be the date of this Agreement.

The City reserves the right to extend the contract in two-year increments with price
adjustments negotiated (45) days prior to the conclusion of the current agreement term.
Pricing for the initial term will remain firm; subsequent increases will not exceed the
Consumer Price Index.

Scope of Work and Contract Sum

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

$ 3,918.75 per mailing for Nashua Property Tax Bills (semi-annual)
$ 2,502.50 per mailing for Nashua Wastewater Residential Bills (quarterly)
$ 83.75 per mailing for Nashua Wastewater Commercial Bills (weekly)
$ 893.75 per mailing for Nashua Motor Vehicle Renewal Notices (monthly)
$32,927.50 total annual cost

Note: Postage costs, quoted at $.324 each piece, not included
The Scope of Work shall include all materials and services necessary for the proper execution and completion of the designated mailings. The following items are the minimum requirements:

1. Printing of city address on #10 window envelope
2. Printing of return lockbox address on #9 envelope
3. Printing of tax bills on two-color, two sided form 8 ½ x 11 24# laser stock with one perf: approximately 28,500 bills x 2 printings/year
4. Printing of wastewater bills on two-color, one-sided form 8 ½ x 11 24# laser stock with one perf: approximately 18,200 bills x 4 printings per year.
5. Printing of wastewater commercial bills on two-color, one-sided form 8 ½ x 11 24# laser stock with one perf: approximately 500 bills x 52 printings per year.
6. Printing of motor vehicle renewal bills on two-color, one-sided form 8 ½ x 11 laser stock with two perf: approximately 78,000 per year divided into 12 printings per year – average monthly printing of 6,500 per month.
7. Printing data furnished by the City of Nashua electronically via FTP, Web, E-mail, etc. Note: FTP preferred
8. Folding, inserting and delivery to postmaster
9. Handling inserts on occasion as provided by the City of Nashua
10. Printing to include:
    a) USPS Post net carrier route delivery point bar-coding
    b) OCR-A scan line
11. Providing return electronic file to include: proofs to approve with account numbers and full addressing data file.

Critical services required:

1. Successful bidder will provide ability to perform all phases in-house processing, printing, folding, inserting and delivery to postmaster
2. Turn around time from e-mail file supplied by city to postmaster delivery is critical and should be no more than 4 business days.
3. Consolidation of multiple bills to same address
4. Ability to handle inserts when supplied by the City of Nashua, quoted at a per piece rate.
5. Carrier route rates must be coordinated with City of Nashua information technology rep. (postage rate quoted should be subject to the best postal rate per piece) passed onto the City.

Payment Schedule

Payment shall be against a single invoice submitted upon completion of each printing/mailing request. The City of Nashua will remit within 30 days of the invoice date.

General Terms and Conditions

Insurance

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

- Professional Liability in the amount of $1,000,000;
Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers and forms of policy satisfactory to the City, acceptance of which shall not be unreasonably withheld. None of the requirements as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract. The City shall not maintain any insurance on behalf of Contractor. Any subcontractor’s used is the agent of the contractor and not the City of Nashua’s. Subcontractor’s are subject to the same insurance requirements as the contractor.

Contractor will provide the City with certificates of insurance for coverage and endorsements affecting coverage required by the contract within 10 calendar days after the City issues the notice of award. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. Certificates must name the **City of Nashua as an additional insured**. Contractor is responsible for filing updated Certificates of Insurance with the City of Nashua’s Risk Management Department during the life of the contract.

**Time**

Turn-around time from receipt of electronic file supplied by City to delivery to Postmaster is critical. Printgraphics of Maine will perform all aspects of each mailing. No subcontracting of work will be allowed without prior approval of the City of Nashua.

From time to time, the City of Nashua may request that additional notices/data be inserted into mailing envelopes. As quoted, additional insert fees, per thousand, will be $10.00.

**Governing Law**

The laws of the State of New Hampshire shall govern this contract; any dispute arising from the contract shall be settled in a court within the jurisdiction of the State of New Hampshire.

**Termination by Either Party**

Either party may terminate this contract with sixty, (60) days written notice. Failure by either party to fulfill essential elements of the agreement may be cause for such termination.

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City of Nashua, Owner

Printgraphics of Maine, Vendor

Mayor Donnalee Lozeau
(Printed Name and Title)

Jon K Webel, President
(Printed Name and Title)

(Date)

(Date)
RESOLUTION R-09-195

Approving a two-year agreement with
Printgraphics of Maine, Inc. for printing
and mailing of property tax,
wastewater and motor vehicle bills

IN THE BOARD OF ALDERMEN

1st READING MAY 12, 2009

Referred to:

FINANCE COMMITTEE

2nd Reading MAY 26, 2009

3rd Reading

4th Reading

Other Action

Passed MAY 26, 2009

Indefinitely Postponed

Defeated

Attest

Approved Mayor’s Signature

6/1/09 Date

Endorsed by

Vetoed:

Veto Sustained:

Veto Overridden:

Attest: ___________________________ City Clerk

______________________________ President