

BILL NO. S-21-01-17

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT FOR BILL PRINT AND LETTER MAILING SERVICES FOR DIVISION OF UTILITIES between Anthony Wayne Rehabilitation Center for Handicapped and Blind, Inc. dba Post Masters and the City of Fort Wayne, Indiana in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the PROFESSIONAL SERVICES AGREEMENT FOR BILL PRINT AND LETTER MAILING SERVICES FOR DIVISION OF UTILITIES between Anthony Wayne Rehabilitation Center for Handicapped and Blind, Inc. dba Post Masters and the City of Fort Wayne, Indiana in connection with the Board of Public Works, is hereby ratified, affirmed, and approved in all respects, respectfully for:

Labor and materials, including necessary paper stock and envelopes, for printing and mailing invoices and correspondence from the City's Division of Utilities to its customers.

The term of the contract is five (5) years with two optional renewal periods of two years each, involving a cost not-to-exceed ONE MILLION EIGHT HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$1,890,000.00) during the initial five year term and an additional SEVEN HUNDRED FIFTY-SIX THOUSAND AND 00/100 DOLLARS (\$756,000.00) for each renewal term if the contract is renewed. A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY:

Carol Helton, City Attorney

Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

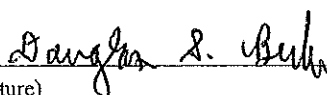
I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this 28 day of May, 2020

Douglas S. Beebe
(Name of Person Signing)

Anthony Wayne Rehabilitation Center for Handicapped
and Blind, Inc.
(Organization)

Manager
(Title of Person Signing)


(Signature)

PROFESSIONAL SERVICES AGREEMENT

Bill Print and Letter Mailing Services for Division of City Utilities ("Project")

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 E. Berry Street, Suite 240
Fort Wayne, IN 46802

and

ANTHONY WAYNE REHABILITATION CENTER FOR HANDICAPPED AND BLIND, INC. DBA POST MASTERS ("CONTRACTOR")

Who agree as follows:

City hereby engages Contractor to perform the services set forth in Part I - Services ("Services") and Contractor agrees to perform the Services for the compensation set forth in Part IV - Compensation. Contractor shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from City. City and Contractor agree that these signature pages, together with Parts I-V of this agreement and the attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

APPROVALS

APPROVED FOR CITY
BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

DATE: _____

APPROVED FOR CONTRACTOR

BY: _____
Danah L. Burk

DATE: _____
1-14-21

PART I

SCOPE OF BASIC BILL PRINT AND LETTER MAILING SERVICES

A. GENERAL

Contractor shall provide the City the Services described herein in accordance with the terms of this Agreement.

B. PROJECT DESCRIPTION

The Project consists of providing bill, letter, and notice printing and mailing services for and on behalf of Fort Wayne City Utilities. Contractor will be responsible for printing and mailing all files delivered by the City's Division of Utilities' Customer Support Department and meeting the performance specifications and Service Level Agreements ("SLAs") set forth in Part II of this Agreement.

C. SCOPE OF WORK

The duty of the Contractor is to develop the processes and procedures necessary to meet the performance specifications and SLAs set forth herein. In furtherance of the foregoing, the Contractor shall develop and provide the following services:

1. Contractor shall identify the primary point of contact and key personnel who will be involved with the Project so the City is able to communicate with Contractor in an efficient and effective manner. Contractor shall promptly notify the City of any changes to the primary point of contact or key personnel involved in the Project.
2. Contractor shall be responsible for any additional planning and development that may be necessary to enable Contractor to commence the Services on or before the date set forth in Part I., Section D.
3. Contractor shall procure any new equipment and/or upgrade existing equipment as may be necessary for Contractor to successfully perform the Services.
4. Contractor shall procure the necessary supplies, including without limitation, any additional paper stock and/or envelopes not currently on hand, in adequate volumes to successfully perform the Services when required.
5. On the date specified in Part I., Section D., Contractor shall perform the Services in accordance with the performance specifications and SLAs set forth in Part II hereof.
6. Contractor shall continually evaluate and update its processes and procedures to ensure compliance with the terms of this Agreement at all times.
7. Contractor acknowledges and agrees that the City reserves the right to modify or suspend certain Services in the City's sole discretion. If City elects to make a change to the scope of Services, the City will provide written notice to the Contractor. If the change is to simply suspend a service—e.g., the City decides that it no longer wants Contractor to mail notices for the City—the change will be effective immediately upon notice and the City shall only be liable for work already performed up to that date. If the change is to modify a service, the City will notify Contractor of the proposed modification and the Contractor shall then coordinate with the City on a reasonable timeline for implementation of the modification.
8. Contractor shall work with City staff to resolve any problems and/or defects discovered during the course of the Project.

D. SCHEDULE

The initial term of this Agreement will be from January 1, 2021 to December 31, 2025 ("Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for two (2) additional renewal terms of two (2) years each, subject to approval of the Fort Wayne Common Council (each such term being referred to herein as a "Renewal Term"). Contractor shall begin providing the Services immediately upon commencement of the Initial Term.

Notwithstanding the foregoing, this Agreement may be terminated by either Party prior to expiration of the Initial Term or the then applicable Renewal Term in accordance with Part V. Section 5. of this Agreement.

PART II

PERFORMANCE SPECIFICATIONS AND SERVICE LEVEL AGREEMENTS

The Services provided by Contractor must conform to the following performance specifications and SLAs, which were specified in original RFP #7065878 dated May 8, 2020. Failure to meet these requirements shall constitute a breach of this Agreement and may result in termination.

A. Printing Services

1. General Capabilities
 - a) Secure file transmission and confirmation of receipt of files
 - b) Individual file tracking and reporting
 - c) Ability to provide paper and envelopes and maintain necessary inventory levels (paper and envelope needs are outlined by print job type in the following sections)
 - d) Ability to print, insert, meter and mail on same business day or next business day as file is received. For purposes of this section, it is agreed that files received by 11:00 a.m. will be processed (e.g., printed, inserted, and mailed) on the same day. Files received after 11:00 a.m. will be processed on the next day.
 - e) Ability contractually to guarantee that the company will print, insert, meter and mail completed bills/letters/notices the next business day after file is received
2. Bills
 - a) Volume
 - (1) Monthly average of 94,440 bills – current daily average is 4,570 bills with a daily maximum of approximately 10,000 bills and daily minimum of 400 bills (daily maximum and minimum may change in future if billing routes are changed)
 - (2) Monthly average of 80,920 customer reply envelopes (currently customers on autopay do not receive a customer reply envelope with their bill, see item d below on how this is indicated)
 - (3) Multiple PDF files sent throughout the day
 - b) Paper and Envelopes
 - (1) 8.5 x 11 24#1b plain white paper with horizontal micro perf 3.5" from bottom edge
 - (2) Double windowed standard #10 security envelope – current envelope sample with window specs was provided in Appendix E to the RFP. A bill sample was provided in Appendix B to the RFP with content shown in envelope window areas marked. Envelope should have a mailing permit included in upper right-hand corner; preference is for Contractor to use its own.
 - (3) Single windowed standard #9 security customer reply envelope – current envelope sample was provided in Appendix F to the RFP. See sample bill in Appendix B to the RFP for location of customer reply envelope window.
 - c) Ability to print directly from PDF document provided
 - d) Ability to read 2D Data Matrix barcode and/or pipeline on bill to determine where bills begin and end and if a customer reply envelope should be included with the bill. See Appendix B for

a sample bill with these items indicated. Please note that the location of the barcode or pipeline might change before company begins printing. Preference given to company that can print the barcode and/or pipeline in white and still use for print processing.

- e) Duplex color printing
- f) Ability to duplex print with bill back sent as a separate file and/or with the bill back in the bill file. Bill back may just be static content or may have content that changes monthly.
- g) Trifold and insert single and multiple page bills in #10 envelope – number of pages to a bill provided in Data Matrix barcode and pipeline (see item d above)
- h) Ability to provide conditional selection and suppression of customer reply envelopes – envelope suppression provided in Data Matrix barcode and pipeline (see item d above)

3. Letters

- a) Volume
 - (1) Monthly average of 4,200 letters – current daily average of 200 letters with a daily maximum of 545 letters
 - (2) One file a day sent in the morning
- b) Paper and Envelope
 - (1) 20lb white paper
 - (2) Double windowed standard #10 security envelope – currently use a single large windowed envelope but want to use the same double windowed envelope for bills, letters, and notices. Current bill envelope sample with window specs was provided in Appendix E to the RFP. A letter sample was provided in Appendix C to the RFP with envelope window areas marked. Envelope should have a mailing permit included in upper right-hand corner; preference is for Contractor to use its own.
- c) Simplex color printing
- d) Ability to print directly from PDF or Word document
- e) Trifold and insert single page letter in #10 envelope

4. Notices

- a) Volume
 - (1) Monthly average of 12,907 notices – current daily average of 802 notices with a daily maximum of 2,818 notices
 - (2) One file sent in the morning
- b) Paper and Envelope

- (1) 20lb white paper
- (2) Double windowed standard #10 security envelope – currently use a single large windowed envelope but want to use the same double windowed envelope for bills, letters, and notices. Current bill envelope sample with window specs was provided in Appendix E to the RFP. A notice sample was provided in Appendix D to the RFP with envelope window areas marked. Envelope should have a mailing permit included in upper right-hand corner; preference is for company to use their own.
- c) Duplex color printing
- d) Ability to print directly from PDF or Word document
- e) Trifold and insert single page letter in #10 envelope

B. Mailing Services

- 1. Use of NCOALINK postal service, including ability to forward mail to address in initial mailing is required
- 2. Daily reporting of noncertified addresses to the City for correction
- 3. Pre-sorting of mail for lowest first-class rate using USPS-approved software
- 4. Job tracking and reporting that shows day delivered to USPS, may be combined with printing tracking and reporting as one file
- 5. Ability to provide Intelligent Mail Barcode image to the City to place on bills for faster return delivery to the remittance address
- 6. Ability to provide Certified Mail with tracking capabilities for select mailings only

The volumes specified herein are the City's best estimates and are subject to change.

PART III

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. INFORMATION AND REPORTS

Make available to Contractor any customer service reports and similar information relating to the Services that Contractor may need to perform the Services. Contractor shall be entitled to rely on such information without independent verification unless the City specifically identifies such information as requiring verification.

B. REPRESENTATIVE

Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative for this Agreement will be Abigail Noble.

C. DECISIONS

Provide all criteria and full information as to City's requirements for the Services and make timely decisions on matters relating to the Services.

PART IV
COMPENSATION

A. COMPENSATION

Compensation for Services performed in accordance with Part I – Scope of Basic Bill Print and Letter Mailing Services of this Agreement will be determined on a unit priced basis in accordance with the Pricing Schedule that was attached to Contractor's response to the RFP. For convenience, a copy of the Pricing Schedule is included in Attachment #1. It is expressly understood and agreed that the pricing for each service as specified on the Pricing Schedule is independent of pricing for all other services. Thus, if the City elects to suspend a particular service or materially modify such service, the pricing for all other services shall remain unaffected.

B. BILLING AND PAYMENT

1. Timing/Format

- a. Contractor shall invoice the City on a monthly basis for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as the City may reasonably require.
- b. City shall pay Contractor within thirty (30) days of receipt of approved invoice.

2. Billing Records

Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART V STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CONTRACTOR and CITY. CONTRACTOR will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** CONTRACTOR shall establish and maintain programs and procedures for the safety of its employees. CONTRACTOR specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONTRACTOR employees.

4. **DELAYS.** CONTRACTOR acknowledges and agrees that the Services are a crucial component of the City's operations and that any delay in performance of the Services would cause irreparable harm to the City. If events beyond the control of CONTRACTOR, including fire, flood, explosion war, act of God or the public enemy, or act or regulation of any government agency, should occur, CONTRACTOR will immediately notify the City and work to implement solutions to minimize any delay or disruption in the performance of the Services.

5. **TERMINATION/SUSPENSION.** CITY may terminate this Agreement for any reason or no reason at all upon thirty (30) days written notice to CONTRACTOR. In the event of a termination for convenience (as opposed to a termination for breach) CITY shall pay CONTRACTOR for all authorized Services rendered prior to termination. In the case of a termination for breach of the Agreement, City reserves the right to apply any funds due and owing to CONTRACTOR as an offset to any damages incurred by the City.

CONTRACTOR may terminate this Agreement under the following circumstances: (1) upon notice to the City of a breach of the terms of this Agreement, including a failure to timely pay for Services provided, and a failure by the City to cure such breach within thirty (30) days after the date of notice; or (2) for purposes of convenience, upon one hundred eighty (180) days written notice to City. In the event of such termination, CONTRACTOR shall be paid for all authorized Services rendered prior to termination.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by CONTRACTOR for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Intentionally omitted.

8. **RELATIONSHIP WITH CONTRACTORS.** Intentionally omitted.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by CONTRACTOR and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** CONTRACTOR shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department
200 East Berry St., Suite #480
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of CONTRACTOR, its agents or employees.

To the fullest extent permitted by law, City shall indemnify and save harmless, CONTRACTOR from and against loss, liability, and damages sustained by CONTRACTOR, its agents, employees, and representatives by any reason of injury or death to persons or damage to tangible property to the proportionate extent caused by the negligence of City, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** Intentionally omitted.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including reasonable attorneys' fees, from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding Contractor's performance under this Agreement shall expire one year after Project Completion.

Attachment #1

PRICING AND FEES

Bill Printing	Unit of Measure	Cost Per Unit
1-page bill, including paper and printing, duplexed, bill back in bill file	Per Item	\$ 0.1183
Additional bill pages, including paper and printing, duplexed, bill back in bill file	Per Item	\$ 0.1183
1-page bill, including paper and printing, duplexed, bill back is a separate file with static content	Per Item	\$ 0.1183
Additional bill pages, including paper and printing, duplexed, bill back is a separate file with dynamic content that changes month to month	Per item	\$ 0.1183
Trifold	Per item	\$ 0.0050
Insertion of trifold bill	Per item	\$ 0.0300
Insertion of extra bill pages	Per item	\$ 0.0050
Double windowed standard #10 security envelope, including envelope and printing	Per item	\$ 0.0250
Single windowed standard #9 security customer reply envelope, including envelope and printing	Per item	\$ 0.0200
Insertion of Courtesy Reply Open Window Envelope	Per item	\$ 0.0050
Letter Printing	Unit of Measure	Cost Per Unit
1-page letter, including paper and printing	Per Item	\$ 0.0938
Trifold	Per item	\$ 0.0050
Insertion of trifold bill	Per item	\$ 0.0300
Double windowed standard #10 security envelope, including envelope and printing	Per item	\$ 0.0250
Notice Printing	Unit of Measure	Cost Per Unit
1-page letter, including paper and printing, duplexed	Per item	\$ 0.1183
Trifold	Per item	\$ 0.0050
Insertion of trifold bill	Per item	\$ 0.0300
Double windowed standard #10 security envelope, including envelope and printing	Per item	\$ 0.0250
Mailing and Miscellaneous	Unit of Measure	Cost Per Unit
File Transmission	Per file	\$ -
Address Updates - NCOALink	Per item	\$ 0.0080
Delivery to USPS	Per item	\$ -
Co-mingling of non-qualifying pieces to reduce cost	Per item	\$ 0.0350
Certified Mail with Tracking	Per item	\$ 0.5000
Initial Print Set Up	Per Hour	\$ 125.0000
Print Set Up Changes after Implementation	Per Hour	\$ 125.0000

Presort fee of \$.035 per mailer. Guaranteed postage rate of USPS 5-Digit automation rate.
Currently \$0.389 - subject to change by USPS, Post Masters will update accordingly

CITY OF FORT WAYNE, INDIANA

Anthony Wayne Rehabilitation Center for Handicapped and Blind, Inc.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☒

Name: _____

Name: _____

Address: _____

Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

other (explain) _____

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest:

Name: _____ %

Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No _____

N/A

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)
Including contractual employment for services in the previous 3 years:

Yes _____ No _____

N/A

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:
Yes _____ No _____

N/A

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

Bill Print and Letter Mailing Services for Division of City Utilities – July 28, 2020, Contact: Ashley
Faurote, Program Manager

Daily Outbound Mail Processing for City – Contact: Ken Richeson, Purchasing
Manager

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No X

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

- c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

- d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and

- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Anthony Wayne Rehabilitation Center for

8515 Bluffton Rd.,

Handicapped and Blind, Inc.

Ft. Wayne, IN 46809

(Name of Vendor)

Address

(260)744 - 6145

Telephone

E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) MARK T. FLEGG Title MANAGER

Signature [Signature] Date 1/22/21

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

Interoffice Memo

Date: **January 22, 2021**
To: Common Council Members
From: Abigail Noble, Chief Customer Officer
RE: **RFP# 7065878--Professional Services Agreement for Bill Print and Letter Mailing Services for Division of Utilities**

Fort Wayne City Utilities seeks to enter a contract with Anthony Wayne Rehabilitation Center for Handicapped and Blind, Inc. dba Post Masters ("Post Masters") for bill print and letter mailing services. Pursuant to the contract, Post Masters will supply all the necessary equipment and materials to print invoices and letters from files provided by the Division of Utilities and will provide the labor to oversee the timely mailing of such items to Utility customers. The proposed contract is for an initial term of 5 years with an option for two renewal terms of 2 years each.

Implications of not being approved: If the contract is not approved, the Division of Utilities will be without a vendor to print and mail invoices and important/required communications with customers. Since City Utilities does not have the equipment and staff necessary to perform this scope of work, the Utility will be unable to deliver invoices in a timely or cost-efficient manner. This would significantly impact the Utility's operations.

If Prior Approval is being Requested, Justify: N/A

This matter was procured through the RFP process, and a scoring committee selected Post Masters based on a combination of factors including price, responsiveness to required timelines, ability to meet all project specifications, and familiarity with Post Masters as a local business.

The cost of said contract is being paid out of the Utility's operating budget.

Council Introduction Date: January 26, 2021