

1 **BILL NO. S-25-10-22**

2 SPECIAL ORDINANCE NO. S-Withdrawn

3
4 **AN ORDINANCE** approving RENEWAL OF
5 PROFESSIONAL SERVICES AGREEMENT FOR
6 BILL PRINT AND LETTER MAILING SERVICES FOR
7 DIVISION OF CITY UTILITIES between ANTHONY
8 WAYNE REHABILITATION CENTER FOR
9 HANDICAPPED AND BLIND, INC D/B/A TANDEM
10 SOLUTIONS and the City of Fort Wayne, Indiana, by
11 and through its Board of Public Works.

12 WHEREAS, on February 9, 2021, Common Council adopted Special
13 Ordinance S-10-21 pursuant to which Council approved the Professional
14 Services Agreement for Bill Print and Letter Mailing Services for Division of City
15 Utilities between Anthony Wayne Rehabilitation Center for Handicapped and
16 Blind, Inc. and the City of Fort Wayne, Indiana, by and through its Board of
17 Public Works (the "Agreement"); and

18 WHEREAS, the Agreement contains two options to renew for two years
19 each, and the Division of City Utilities desires to exercise the first renewal option
20 to extend the Agreement to December 31, 2027; and

21 WHEREAS, Common Council, in Special Ordinance S-10-21, approved
22 funding for each renewal term, if exercised, in an amount not to exceed Seven
23 Hundred Fifty-Six Thousand and 00/100 Dollars (\$756,000.00); and

24 WHEREAS, Common Council desires to approve the renewal of the
25 Agreement and additional funding for services as previously authorized in
26 Special Ordinance S-10-21.

27
28 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE**
29 **CITY OF FORT WAYNE, INDIANA:**
30

CU 10.14.25

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:

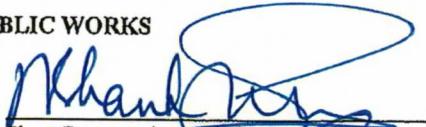
City hereby engages Contractor to perform the services set forth in Part I - Services ("Services") and Contractor agrees to perform the Services for the compensation set forth in Part IV - Compensation. Contractor shall be authorized to commence the Services upon execution of this Agreement and written 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:

ABSENT
Chris Guerrero, Member

ATTEST:

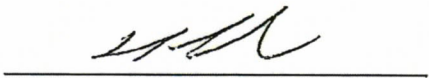

Michelle Fulk-Vondran, Clerk

DATE:

10.14.2025

APPROVED FOR CONTRACTOR

BY:



DATE:

10/9/25

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. A copy of the RFP and Contractor's response is attached hereto and incorporated by reference herein. 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#lb 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 SCHEDULE

Attachment #1
Pricing Schedule

| | Unit of Measure | Cost Per Unit |
|--|-----------------|---------------|
| Bill Printing | | |
| 1-page bill, including paper and printing, duplexed, bill back is a separate file with static content | Per Item | \$ 0.1233 |
| Additional bill pages, including paper and printing, duplexed, bill back is a separate file with dynamic content that changes month to month | Per Item | \$ 0.1233 |
| 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 | \$ 0.0280 |
| Single windowed standard #9 security customer reply envelope, including envelope and printing | Per item | \$ 0.0230 |
| Insertion of Courtesy Reply Open Window Envelope | Per item | \$ 0.0050 |
| Letter Printing | | |
| 1-page letter, including paper and printing | Per item | \$ 0.0988 |
| 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 | \$ 0.0280 |
| Notice Printing | | |
| 1-page letter, including paper and printing, duplexed | Per item | \$ 0.1233 |
| 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 | \$ 0.0280 |
| Mailing and Miscellaneous | | |
| 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 \$0.545 - subject to change by USPS, Post Masters will update accordingly

NOT TO EXCEED COST OF Seven Hundred Fifty-Six Thousand and 00/100 Dollars (\$756,000.00).