

**PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT**  
**CONTRACT NO. 22003 – WATER BILL PRINTING AND MAILING SERVICES**  
**WATER SERVICES DEPARTMENT**

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and \_\_\_\_\_ (“Contractor”). City and Contractor agree as follows:

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Compensation.**

- A. The amount the City will pay Contractor under this contract will not exceed \$ \_\_\_\_\_. Contractor will be paid on the following basis: By the job as listed on **Attachment E, Unit Price Form**.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: Monthly.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, shown in **Attachment G**, correctly computed, and is approved as payable under the terms of this Contract.
- E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City’s Human Relations Department.
- F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

**Sec. 2. Responsibilities of Contractor.** Contractor shall perform the Scope of Services listed on **Attachment A**.

**Sec. 3. Notices.** All notices required by this Agreement shall be in writing to the following:

**City:**

Water Services Department  
Terry Leeds, Director  
4800 E. 63<sup>rd</sup> Street, Kansas City, MO 64130  
Phone: (816) 513-0271  
Facsimile: (816) 513-0185  
E-mail address: Terry.Leeds@kcmo.org

**Contractor:**

Contractor's Legal Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or e) three business days after the date of mailing, whichever is earlier.

**Sec. 4. Merger.** This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

**Sec. 5. Conflict Between Contract Parts.** In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

**Sec. 6. Term of Contract.** The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Water Services. The work shall be completed by April 30, 2022. The Director is authorized to extend the term of this contract and time of performance for this contract for two successive one-year renewals at the City's option.

**Sec. 7. Attachments to Part I.** The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

**Attachment A** – Scope of Services

**Attachment B** – City's Responsibilities

**Attachment C** – Employee Eligibility Verification Affidavit

**Attachment D** – HRD Forms

HRD Form 6: HRD Instructions for Requests for Qualifications/Proposals

HRD 8: Contractor Utilization Plan/Request for Waiver

HRD 10: Timetable for MBE/WBE Utilization

HRD 11: Request for Modification or Substitution

00450.01: Letter of Intent to Subcontract

01290.14: Contractor Affidavit for Final Payment

01290.15: Subcontractor Affidavit for Final Payment

**Attachment E** – Unit Price Form

**Attachment F** – Non-Construction Subcontractors Listing Form

**Attachment G** – Non-Construction Application for Payment

**Sec. 8. Responsibilities of City.** City shall be responsible for items as listed on **Attachment B**.

**Sec. 9. Subcontracting.** Contractor agrees that it will only subcontract with the subcontractor(s) it has listed on **Attachment F, Non-Construction Subcontractors Listing**.

**Sec. 10. Contract Information Management System.** Contractor shall comply with City's Contract Information Management System requirements. Contractor shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

**Sec. 11. Minority and Women's Business Enterprises.** City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Contract, Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment D**. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 12. Effectiveness; Date.** This contract will become effective when the City's Director of Finance has signed it. The date this contract is signed by the City's Director of Finance will be deemed the date of this contract.

Each party is signing this contract on the date stated opposite the party's signature.

**THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS**

**CONTRACTOR**

I hereby certify that I have authority to execute  
this document on behalf of Contractor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**KANSAS CITY, MISSOURI**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

\_\_\_\_\_  
Director of Finance

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. Indemnification: Definitions

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

b. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to

sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

#### Sec. 2. Indemnification for Professional Negligence.

If this contract is for professional services, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

#### Sec. 3. Independent Contractor.

Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

#### Sec. 4. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- c. No Contractual Liability Limitation Endorsement.
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:

- \$500,000 disease-policy limit
- \$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Contractor owns vehicles, coverage shall be provided on an "any auto" basis. If the Contractor does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

#### **Sec. 5. Governing Law.**

This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

#### **Sec. 6. Compliance with Laws.**

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

#### **Sec. 7. Termination for Convenience.**

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

### **Sec. 8. Default and Remedies.**

If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

### **Sec. 9. Waiver.**

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

### **Sec. 10. Modification.**

Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

### **Sec. 11. Headings; Construction of Contract.**

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

### **Sec. 12. Severability of Provisions.**

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

### **Sec. 13. Records.**

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the city's Director of Human Relations, the city Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access

to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Contractor in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

#### **Sec. 14. Affirmative Action.**

If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

#### **Sec. 15. Tax Compliance.**

Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$160,000.00. If contractor performs work on a contract that is for a term longer than one (1) year, the contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

#### **Sec. 16. Assignability and Subcontracting**

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from



subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

#### **Sec. 17. Conflicts of Interest.**

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

#### **Sec. 18. Buy American Preference.**

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

#### **Sec. 19. Professional Services – Conflict of Interest Certification.**

If this Contract is for professional services other than for medical doctors or appraisers, Contractor certifies that Contractor is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

#### **Sec. 20. Attorney Services – Conflict of Interest Certification.**

If this Contract is for professional attorney services, Contractor certifies that Contractor and any of its individual attorneys, do not represent any party in litigation against the City at the time of the issuance of this Contract. Contractor's certification shall not apply to: representation in municipal court; attorneys employed by a not-for-profit legal services corporation; litigation where the City is named as a nominal party; litigation that has been filed with the agreement of the City and the party represented by the attorney; or where the City Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

#### **Sec. 21. Employee Eligibility Verification**

If this Contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/programs/gc\\_118522\\_1678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_118522_1678150.shtm). For those Contractors enrolled in E-Verify, the first and last pages of the E-

Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

**Sec. 22. Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

**Sec. 23. Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

## CONTRACT NO. 22003 – WATER BILL PRINTING AND MAILING SERVICES

### ATTACHMENT A – CONTRACTOR RESPONSIBILITIES/SCOPE OF SERVICES

- 1) Each business day receives an electronically delivered KWIC CIS billing data file on the FTP site from KC Water Services. These files could contain master bills, commercial, wholesale and residential bills, loan bills, payment arrangement bills, credit balance bills, estimated bills, final bills, meter exchange with overflow, fire protection, multiple meters/compound meters, riverside sewer only custom bills, storm water only, adjustments, e-bill email addresses, backflow letters, and turn off notices. Any suppression bills based on billing bunch codes, return mail that includes vacant properties, no water consumption, no payments, P.O. Boxes expired, no forwarding address to reduce percentages of undeliverable mail, and letters to be printed and mailed.
- 2) Send Delivery confirmation to KC IT and Customer Services Division (CSD) management that file is intact or notification that file is damaged or missing via email.
- 3) Each business day print the entire set of bill print files in PDFs, provide an output file and reports and include the ability to pull bills as specified by KCWS/Customer Services Division associates for review prior to mailing.
- 4) Print and/or provide the following items:
  - a) Water bill stock with perforated bill stub on the bottom – to be printed by Contractor
  - b) Envelopes, both outbound and inbound
  - c) Turn Off Notice bill stock with perforated bill stub on the bottom – to be printed by Contractor
  - d) Delinquent notices printed on next regular bill based on delinquency rules provided by KC Water Services.
  - e) Letterhead or bill stock for consumer letters
  - f) Deliver to KCWS any needed bill stock or envelopes
  - g) KCWS bill Inserts and any Kansas City Missouri's City Special Inserts
  - h) Electronic (e-bill) reports on-line for review by KC Water Services with email addresses and dates e-bills were sent to customers.
  - i) Insert bill messages as required by KCWS Marketing for customer notification.
  - j) Provide on-line portal access for KCWS staff to review return mail suppressed bills that include vacant properties, no water consumption, no payments, P.O. Boxes expired, no forwarding addressed to reduce percentages of undeliverable mail on vacant property, and the ability to add or delete bills researched.
  - k) E-mail high usage alerts to customers from a file created by KCWS.
  - l) Complete a conversion from CCF to gallons on each customer bill.
- 5) Each business day insert the water bill, letters and any other KC Water Services or City of Kansas City Missouri's *City Special Inserts in an* outbound envelope and include an inbound envelope and deliver to USPS for same day first-class mailing service **if** the file is received by 11:00am central standard time. This will include:
  - a) ACH customers the inbound envelope will not be inserted.
  - b) Bills with a bunch code of **HIGH** in the data will be mailed with a high bill letter provided by the City.
  - c) Bills with a bunch code of **OVER** in the data will be mailed with an over-estimated letter provided by the City for bunch code **OVER**.

- d) Bills with a bunch code **BKBL** in the data will be mailed with a back-bill letter provided by the City for bunch code of **BKBL**.
  - e) Provide payment arrangement detail from bill print data file on customer bills as required by the City.
  - f) Bills with a bunch code of **SEEN** will be delivered a braille bill.
- 6) Each business day insert printed Turn-off Notices with only an inbound envelope and deliver to USPS for same day first-class mailing service.
- 7) Bills to be suppressed from daily mailing:
- a) Credit balance bills \$10.00 or less
  - b) Final \$0.00 dollars bills
  - c) Master bills final with \$0.00 dollars
  - d) Master bills with \$0.00 new charges
  - e) All City accounts in bunch code AJV or City
  - f) All Inactive bills
- 8) Quickbill
- a) Quickbill is an interactive email delivery product that automatically generates and sends bill-notification email messages to KCWS customers that have enrolled in Email communication, and can allow your customer to “go paperless” without having to log into the Ebilling portal. The Quickbill framework includes a link that will present an encrypted image of the customers’ bill in a PDF format. Quickbill functionality includes:
    - i) Bill notification management
    - ii) Secure (encrypted) PDF presentment
    - iii) Allow customers to go paperless from email
    - iv) Communication back to KCWS on paperless choice
    - v) “Bundling” of accounts that share 1 email address within a billing cycle
    - vi) Allows KCWS customers to connect to one-time payment without logging in
    - vii) Email dashboard showing trends for emails sent
    - viii) Reporting on Emails sent
    - ix) Ability for KCWS call center employees to resend email to a customer
    - x) Track how KCWS customers are using emails
    - xi) Email bounce back report
- The bill print vendor can also host or connect to an online insert library for KCWS where customers can access any inserts sent with bills. The library can only include the current inserts, or all inserts can be stored for access. The Pay My Bill button would take KCWS customers to the one-time payment option. KCWS customers can go paperless from the email.
- 9) Provide KCWS with the lowest possible postage costs for first-class delivery on water bills and notices.
- 10) Assist KCWS in testing software changes by electronically processing and delivering test output files of water bills.
- 11) Provide KCWS with the Contractor’s Quality Assurance.
- 12) Provide KCWS with the Contractor’s Disaster Recovery Services Plan.
- 13) Provide KCWS with all Contractor’s Holiday Schedules.

- 14) Provide KCWS with invoices that are separated by postage, services and indicate each type of file processed or mailed.
- 15) Contractor must be prepared to perform the outlined specifications of the contract and attachments as of May 1, 2021.

## **Attachment B – City’s Responsibilities**

- 1) City means Water Service Department (KCWS) for the purpose of this contract.
- 2) KCWS has two divisions that are responsible for the daily operations of water accounts. The KCWS IT Division handles the batch processing and provides the daily water bill print files. Consumer Services Division is responsible for the day-to-day work on water accounts and this contract.
- 3) KCWS shall provide a contact hierarchy for both CSD and WSD IT regarding the daily water bill print file, any software changes and any bill print problems.
- 4) KCWS Divisions shall conform to the Daily Water Bill Print SOP WSD/CSD/M2 for operating procedures.
- 5) KCWS shall provide notice of all City Holidays and non-bill print days to the contractor on an annual basis.
- 6) KCWS shall provide prompt payment of invoices once statements are verified.
- 7) KCWS will handle any “pulled” bills daily.
- 8) KCWS will notify vendor when bill stock and envelopes are needed for CSD’s work.
- 9) KCWS will ensure that the contractor is provided information on the KCWS Lockbox’s concerns with bill stubs, so that any quality issues can be addressed.
- 10) KCWS will approve the Contractor’s Operations Manual prior to contract being approved by the City.
- 11) KCWS shall update “Bill To” addresses in order to keep the contractors in compliance with USPS’s postal requirements on “Move Update”.
- 12) KCWS will make Banner Data file corrections by the specified time in the operations manual in order to keep same day mailing service. If a business day’s print file is delayed, this shall be documented in an email to the contractor.

**ATTACHMENT C**

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity’s enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:



**HRD INSTRUCTIONS  
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

**PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS**

**I. City's MBE/WBE Program.**

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 4-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
1. Affidavit of Intended Utilization (HRD Form 13); and
  2. Contractor Utilization Plan/Request for Waiver (HRD Form 8A); and
  3. Letter of Intent to Subcontract (HRD Form 00450.01); and
  4. Timetable for MBE/WBE Utilization (HRD Form 10); and
  5. Request for Modification or Substitution (HRD Form 11); and
  6. Contractor Affidavit for Final Payment (Form 01290.14); and
  7. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Proposer's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at [www.kcmo.org](http://www.kcmo.org). Before a Proposer submits a proposal, Proposer should contact HRD and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

## II. Required Submissions with Proposal.

A. Proposer must submit the following document with its proposal:

1. **Affidavit of Intended Utilization (HRD Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

## III. Required Submissions Prior to Contract Award.

A. Proposer must submit the following documents prior to contract award.

1. **Contractor Utilization Plan/Request for Waiver (HRD Form 8).** This form states a Proposer's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
  - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
  - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
  - c. An automatic request for waiver in the event Proposer has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, HRD will examine the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Proposer has made good faith efforts to obtain MBE/WBE participation.
2. **Letter(s) of Intent to Subcontract (HRD Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

## IV. Additional Required Submissions when Requested by City.

A. Proposer must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

## V. Required Monthly Submissions during term of Contract.

A. Proposers must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15<sup>th</sup> of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

## **VI. Required Submittals for Final Contract Payment.**

- A. Proposer must submit the following documents with its request for final payment under the contract:
1. **Contractor Affidavit for Final Payment (Form 01290.14)**
  2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

## **VII. Additional Submittals.**

- A. Proposer may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (HRD Form 11)**. Refer to Section X, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

## **VIII. MBE/WBE Participation Credit.**

- A. The following shall be credited towards achieving the goals:
1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
  2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
  3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
  4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
  5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
  6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
  2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
  3. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
  4. Work performed by an MBE or WBE in a scope of work other than that in which the

MBE or WBE is currently certified.

**IX. Methods for Securing Participation of MBE/WBEs and Good Faith Efforts.**

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:
  - 1. 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women’s business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by HRD no less than every three (3) months.
  - 2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by HRD no less than every three (3) months.
  - 3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
  - 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the HRD directory.
  - 5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director’s recommendations.
  - 6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified

mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.

7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the bidder, proposer, or contractor, as applicable, to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.
9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
  - a. The bid due date;
  - b. The name of the project;
  - c. The address or general location of the project;
  - d. The location of plans and specifications for viewing;
  - e. Contact information of the prime contractor;
  - f. A general description of the scopes of work that are the subject of the solicitation;
  - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
  - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to the prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
  - i. The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, or contractor as of the bid solicitation; and
  - j. Any other information deemed relevant by the bidder, proposer, or contractor, as applicable, or the director to the extent the director provides

written direction to the bidder, proposer, or contractor of such additional information at the time the goals are recommended by the director.

- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

**X. Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE.**

- A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (HRD Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:

1. The Director finds that the Proposer made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; and
2. The Proposer or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
3. The Director also finds one of the following:
  - a. The listed MBE/WBE is non-responsive or cannot perform; or
  - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
  - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
  - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
  - e. The listed MBE/WBE is unacceptable to the contracting department; or
  - f. The listed MBE/WBE thereafter had its certification revoked; or

- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

**XI. Appeals.**

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:
  1. The grant or denial of a Request for Waiver;

2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
  3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
  4. Liquidated Damages;
  5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

## **XII. Access to Documents and Records.**

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) calendar days of the date of the written request.
- B. All Proposers agree to cooperate with the contracting department and HRD in studies and surveys regarding the MBE/WBE program.

## **XIII. Miscellaneous.**

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City.

## **XIV. Liquidated Damages – MBE/WBE Program.**

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by

the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

***[Specifier: The remainder of this document is applicable ONLY IF the RFQ/P is for a construction project that the City estimates will require more than 800 construction labor hours and cost in excess of \$324,000.00 to construct. If this is not applicable to your RFQ/P, delete the remainder of this document. Be sure to delete this note before printing]***

## **PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS**

(THIS PART IS APPLICABLE TO CITY CONSTRUCTION CONTRACTS ESTIMATED BY THE CITY PRIOR TO SOLICITATION AS REQUIRING MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$324,000.00.)

### **I. City's Construction Employment Program.**

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated costs that exceeds \$324,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the Proposer achieves at least twice the minimum participation. The successful Proposer may meet these company-wide goals by counting the Proposer's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the Proposer's job sites to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed the construction employment goals to receive approval from HRD, a Proposer not doing so is required to objectively demonstrate to HRD that good faith efforts have been made.
- C. The following HRD Forms are to be used for Construction Employment Program submittals:
  1. Project Workforce Monthly Report (HRD Form 00485.02)



2. Company-Wide Workforce Monthly Report (HRD Form 00485.03)

## **II. Required Monthly Submissions during Term of Contract.**

- A. Proposer must submit the following documents on a monthly basis if awarded the contract:
  1. **Project Workforce Monthly Report (HRD Form 00485.02).** This report is contract specific. Two copies of this report must be submitted to the Director by the 15<sup>th</sup> of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to the City's construction contract. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained on the City's construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.
  2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03).** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15<sup>th</sup> of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to every contract (both privately and publicly funded) Proposer has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Proposer on every contract Proposer has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

## **III. Submittal Required for Final Contract Payment.**

- A. The last Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report(s) shall serve as the final reports and must be submitted before final payment will be made and/or retainage released. Proposer shall note the submittal of the final reports by notation in the box entitled "Final Cumulative Report"

## **IV. Methods for Securing Workforce Participation and Good Faith Efforts.**

- A. A Proposer is required to make good faith efforts to achieve the construction employment goals. If a Proposer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a Proposer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of HRD. The Director will examine the Proposer's request and the Proposer's documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Proposer has made good faith efforts to secure minority and female participation.
- B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following:
  1. For those Proposers that are not signatories to a collective bargaining agreement with organized labor:

- a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
  - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
  - c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
  - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
  - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
  - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
  - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
  - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those Proposers that are signatories to collective bargaining agreements with organized labor:
- a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full time career in the construction industry; and
  - b. Requested in writing from each labor union representing crafts to be employed that:
    - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
    - ii. the labor union identify any residents of the City, minorities and

women in its membership eligible for employment; and

- iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
- iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
- v. the JATC partner with workforce preparedness programs, community based organizations, employment referral programs and school-sponsored programs to accomplish these goals.

- c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
- d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
- e. To the extent the good faith efforts applicable to Proposers that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the Proposer in order to comply with the relevant bargaining agreement, the Proposer shall substitute other procedures as may be approved by the Director in writing.

C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

## **V. Appeals.**

- A. In conformance with the Program, appeals may be made to the Construction Workforce Board on the following:
  - 1. Determinations by the Director that a contractor did not meet the construction employment goals and did not make a good faith effort to meet the goals;
  - 2. Recommendations by the Director to assess liquidated damages;
  - 3. Recommendation by the Director that a contractor be declared ineligible to receive any city construction contract for a period of time up to one year.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the recommendation or determination. The appeal shall state with specificity why the Proposer believes the recommendation or determination is incorrect.
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's right to appeal such determination or recommendation and such person shall be estopped to deny the validity of any order, determination, recommendation or action of HRD which could have

been timely appealed.

#### **VI. Access to Documents and Records.**

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each Proposer further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.
- B. All Proposers agree to cooperate with the contracting department and HRD in studies and surveys regarding the construction employment program.

#### **VII. Miscellaneous.**

- A. A Proposer shall bear the burden of proof with regard to all issues on appeal.
- B. The successful Proposer may be required to meet with the Director of HRD or the Director's designee for the purpose of discussing the construction employment program, the Proposer's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.
- C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- D. Oral representations are not binding on the City.

#### **VIII. Liquidated Damages; Suspension – Workforce Program.**

- A. If a Proposer fails to achieve the construction employment goals without having previously obtained a waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, in order to liquidate those damages, City shall be entitled to deduct and withhold the following amounts:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of three thousand dollars (\$3,000.00).

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of seven thousand dollars (\$7,000.00).

- B. In addition, Proposer shall be required to attend mandatory compliance training or be declared ineligible to contract with the City for a term provided herein, and as authorized by City's Code of Ordinances:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has not previously failed to meet or exceed the goals within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be required to attend a mandatory training class on Workforce Program compliance.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of thirty (30) days. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any suspension arising hereunder.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of six (6) months. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any suspension arising hereunder.

# CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

\_\_\_\_\_  
(Department Project) Department

\_\_\_\_\_  
 (Bidder/Proposer)

STATE OF \_\_\_\_\_ )  
 ) ss  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer’s plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are \_\_\_\_\_ % MBE and \_\_\_\_\_ % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

**BIDDER/PROPOSER PARTICIPATION: \_\_\_\_\_% MBE \_\_\_\_\_% WBE**

3. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein). (*All firms must currently be certified by **Kansas City, Missouri***)

- a. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

- b. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
  
- c. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
  
- d. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
  
- e. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
  
- f. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

*(List additional M/WBEs, if any, on additional page and attach to this form)*

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**TOTAL MBE \$ / TOTAL MBE %:** \$ \_\_\_\_\_ %

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**TOTAL WBE \$ / TOTAL WBE %:** \$ \_\_\_\_\_ %

\*“Subcontract Amount” refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.

\*\*“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See HRD Forms and Instructions for allowable credit and special instructions for suppliers.

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total



contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Attach corporate seal if applicable)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



## LETTER OF INTENT TO SUBCONTRACT

Project Name/Title: \_\_\_\_\_

Project Location/Number: \_\_\_\_\_

\_\_\_\_\_ (“Prime Contractor”) agrees to enter into a contractual agreement with \_\_\_\_\_ (“M/W/DBE/Section 3 Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract: [Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for an estimated amount of \$ \_\_\_\_\_ (or \_\_\_\_\_ %) of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor’s knowledge, currently certified with the City of Kansas City’s Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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This section is to be completed by the M/W/DBE subcontractor listed above. Please state specifically if there are no subcontracts intended for the above scopes of work. Please attach additional sheets for more than one intended sub-tier contract. **IMPORTANT: Please note that falsification of this document will result in denial and other remedies available under the City Code.**

The M/W/DBE Subcontractor is subcontracting certain portions of the above stated scope of work to:

(1) Company Name: \_\_\_\_\_

Full Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

a) This subcontractor **is/is not** an M/W/DBE certified with the City of Kansas City, Missouri (circle one).

- NOTE 1: If this subcontractor **is** an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

- NOTE 2: If this subcontractor **is not** a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but no corresponding Letter of Intent is required.

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of the agreement is: \_\_\_\_\_

d) Date of the contractual agreement (if applicable): \_\_\_\_\_







# REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to HRD to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)

**BIDDER/PROPOSER/CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PROJECT NUMBER OR TITLE:** \_\_\_\_\_

**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

<b>Project Goals:</b>	_____ % MBE	_____ % WBE
<b>Contractor Utilization Plan:</b>	_____ % MBE	_____ % WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

a. \_\_\_\_\_ A substitution of the certified MBE/WBE firm \_\_\_\_\_,  
*(Name of new firm)*  
 to perform \_\_\_\_\_,  
*(Scope of work to be performed by new firm)*

for the MBE/WBE firm \_\_\_\_\_ which is currently  
*(Name of old firm)*  
 listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to  
 perform the following scope of work: \_\_\_\_\_.  
*(Scope of work of old firm)*

b. \_\_\_\_\_ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from  
 \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

**TO**

\_\_\_\_\_ % MBE \_\_\_\_\_ % WBE *(Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)*

- c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
- d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s) )

- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- \_\_\_ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- \_\_\_ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

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5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Bidder/Proposer/Contractor)

By: \_\_\_\_\_  
(Authorized Representative)

## HRD MONTHLY REPORTING INSTRUCTIONS

### M/WBE Monthly Utilization Report Instructions

1. MBE/WBE Reporting applies to Contracts that have approved MBE/WBE goals assigned.
2. The City will utilize a web based MBE/WBE Reporting System in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow Contractors and Consultants/Subcontractors and Subconsultants to enter data and report on compliance.

### Prevailing Wage Certified Payroll Report Instructions

1. Prevailing Wage Certified Payroll Report applies to Contracts that include Prevailing Wage or Davis Bacon Provisions.
2. This web based application database is provided by City for reporting certified payrolls and other related prevailing wage data.
3. Computer Requirements: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
  - a. Computer Operation System: Windows XP, Windows Vista, or Windows 7
  - b. Web Browser: Google Chrome
  - c. Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream
4. City will assist Contractor in providing training of personnel and Subcontractor's personnel.
5. Contractor and Subcontractors shall have the responsibility for visiting the web site and entering data in on timely basis, and as necessary to be in compliance with Prevailing Wage Requirements included in their contracts.

### Workforce Monthly Report Instructions

1. Workforce Monthly Reporting only applies to Construction Contracts greater than \$300,000 and greater than 800 projected labor hours.
2. The City will utilize a web based Reporting System in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow Contractors and Subcontractors to enter data and report on Workforce compliance.







## CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The Undersigned, \_\_\_\_\_ of lawful  
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ who is the general  
(Title) (CONTRACTOR)  
CONTRACTOR for the CITY on Project No. \_\_\_\_\_ and Project Title \_\_\_\_\_.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3.  Prevailing wage does not apply; or

All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (\_\_\_\_%) Minority Business Enterprise (MBE) participation and (\_\_\_\_%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_  
IRS Number \_\_\_\_\_  
Area/Scope\*of Work \_\_\_\_\_  
Subcontract Final Amount \_\_\_\_\_

2. Name of MBE/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_  
IRS Number \_\_\_\_\_  
Area/Scope\*of Work \_\_\_\_\_  
Subcontract Final Amount \_\_\_\_\_

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

- (✓) \_\_\_ Met or exceeded the Contract utilization goals; or
- (✓) \_\_\_ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) \_\_\_ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me  
appeared \_\_\_\_\_, to me personally known to be the  
\_\_\_\_\_ of the \_\_\_\_\_,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of  
\_\_\_\_\_ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

\_\_\_\_\_  
Notary Public



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

Total Dollar Amount of Subcontract and all Change Orders: \$ \_\_\_\_\_

City Certified  MBE  WBE  DBE  NA

List certifications: \_\_\_\_\_

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

**Business Entity Type:**

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify)

**Subcontractor's Legal Name and Address**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E:mail: \_\_\_\_\_  
 Federal ID No. \_\_\_\_\_

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

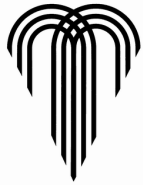
**NOTARY**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



## UNIT PRICES

Contract Number: **22003**

Project Title: **WATER BILL PRINTING AND MAILING SERVICES**

**NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.**

Item No.	Unit	Quantity	Item Description:	Unit	Extension
1		140,000	Two page bills		
2		3,100	Multiple page bills (second and succeeding pages should be printed on front and back of the sheets)		
3		15,000	Turn Off Notices		
4		2,000	Back Flow Letters/Special Letters		
5		2	Inserting		
6		1,600	Returned Mail - NCOA LINK		
7		10	Braille Bills		
			<b>Cost for Bill Stock and Envelopes</b>		
8		1	Monthly Materials (letterhead, envelopes)		
9		3,800	UMail Vacant Holds		
10			Second and succeeding pages		
11			Turn Off Notices		
12			Letters		
13			Out-bound Envelope one window		
14			In-bound Envelope - one window		
			<b>Anticipated postage costs</b>		
15		1	Monthly Postage Cost		
16		1	Monthly Additional Shipping and handling		
17			Mailing Permit Fee		
18			Return Mail costs		
			<b>Other Costs - Note Item and per piece prices</b>		
19			High usage alert email Notifications		
20			4 full-page, double-sided, two-color inserts		
21			20 third-page, double-sided, full-color inserts		
22			12 customizable monthly bill messages printed on statement		
23		40,000	Print suppressions		
24		220,000	Webview images		
25			Email Vacant Holds		
26		1	Email Management		
27		1	Image Creation		
28		1	IT Programming		
29		1	Electronic ability to update bill messages and preview changes		
30		1	Electronic review of daily bill pulls, EASE bills, and other bills a requested		
			Total Unit Prices: (LAST PAGE ONLY)		

## ATTACHMENT F

### Non-Construction Subcontractors Listing

Contractor shall submit Subcontractor information on this form prior to Subcontractor beginning Work. Contractor shall update this listing and keep it current for the life of the Contract.

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: \_\_\_\_\_  
 Submitted By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_



**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**  
**Project Number** \_\_\_\_\_  
**Contract Number** \_\_\_\_\_  
**Project Title** \_\_\_\_\_

**ATTACHMENT G**

Application Number: \_\_\_\_\_ Final Payment   
 Ordinance Number: \_\_\_\_\_ Date: \_\_\_\_\_  
 City PO Number: \_\_\_\_\_ Ordinance Date: \_\_\_\_\_

**Design Professional/Contractor:**

Legal Name \_\_\_\_\_  
 Mail Address: \_\_\_\_\_  
 City, ST Zip \_\_\_\_\_  
 Vendor Number \_\_\_\_\_  
 Application for Work Accomplished: From \_\_\_\_\_ To: \_\_\_\_\_  
 Name of Kansas City, MO Project Mgr: \_\_\_\_\_  
 Kansas City, MO Contract Administrator: \_\_\_\_\_

Original Contract Amount	[1]	_____	\$0.00
Net by Amendments ___ through ___	[2]	_____	\$0.00
Optional Services Amount in Contract	[3]	_____	\$0.00
Net by Optional Services Authorizations ___ through ___	[4]	_____	\$0.00
Unauthorized Optional Services Amount Remaining (3-4)	[5]	_____	\$0.00
Maximum Obligation Authorized ((1+2+4) - [3])	[6]	_____	\$0.00
Total Work Completed to Date	[7]	_____	\$0.00
Total Previous Payment Applications	[8]	_____	\$0.00
<b>PAYMENT DUE CONTRACTOR (7-8)</b>	[9]	_____	\$0.00

**Instructions to Design Professional/Contractor:**

- Complete and sign this Application and attach the following items: A) **documentation** of expenses (direct payroll, direct expenses, and sub-consultants) per contract (ie.services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a photocopy of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
- If this is the First application for payment and if Contract amount exceeds \$150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
- If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment**, if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
- Submit current insurance certificate for the following policies General Liability, Automobile, Workers Compensation and Professional Liability upon renewal.

5. Submit Application to: Water Services Department  
 Name, Project Manager  
 4800 E 63rd St  
 Kansas City, MO 64130

**Contractor:**

Submitted By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Kansas City:**

Approved By: \_\_\_\_\_ Project Manager Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_ Director or Designee Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENT NAME AND ADDRESS	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED CONTRACTOR NAME AND ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ABC INSURANCE COMPANY	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	EACH OCCURRENCE	\$ 1,000,000		
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000		
							MED EXP (Any one person)	\$ 10,000		
							PERSONAL & ADV INJURY	\$ 1,000,000		
							GENERAL AGGREGATE	\$ 2,000,000		
							PRODUCTS - COMP/OP AGG	\$ 2,000,000		
								\$		
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
							BODILY INJURY (Per person)	\$		
							BODILY INJURY (Per accident)	\$		
							PROPERTY DAMAGE (Per accident)	\$		
								\$		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	EACH OCCURRENCE	\$ 2,000,000		
							AGGREGATE	\$ 2,000,000		
								\$		
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; border: 1px solid black; padding: 2px;"> <tr> <td>Y/N</td> </tr> <tr> <td style="text-align: center;">N</td> </tr> </table>	Y/N	N	N/A	Y	POLICY NUMBER	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
Y/N										
N										
							E.L. EACH ACCIDENT	\$ 1,000,000		
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
A	Leased/Rented/Equip. Owned Equipment Builders Risk/Installation Floater	N/A	Y	POLICY NUMBER	1/1/2011	1/1/2012	Limit; Deductible	Limit; Deductible		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project No. \_\_\_\_\_ [Title]. Certholder (City) and \_\_\_\_\_ (Design Professional) and any other entities named in 00800 SCs are named as primary, noncontributing Additional Insureds including products and completed operations, excluding workers compensation, employers liability and professional liability. Waiver of subrogation applies as allowed by law. [The policies required above shall contain no exclusions for work expressly within the subcontractors scope of work.]

**CERTIFICATE HOLDER****CANCELLATION**

City of Kansas City, Missouri _____ [Department] _____ [Address] Kansas City, MO _____ [Zip]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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# AUTHORIZATION TO RELEASE A REVENUE CLEARANCE LETTER

Revenue Division  
414 East 12<sup>th</sup> Street, 2<sup>nd</sup> floor, Room 202 W  
Kansas City, MO 64106 Phone (816) 513-1135 Fax (816) 513-1077 email: revenue@kcmo.org

I authorize the City of Kansas City, Missouri, Finance Department, Revenue Division, to release a Revenue Clearance Letter for:

Name of Taxpayer: \_\_\_\_\_ Tax I.D.# \_\_\_\_\_  
*(PRINT)*

Address: \_\_\_\_\_

**Check this box and the City will send the Clearance Letter to you or the contractor designated.**

I authorize the City to provide a copy of the Taxpayer's Revenue Clearance Letter to the following:

NAME <i>(PRINT)</i>	BUSINESS NAME	TITLE
ADDRESS	CITY, STATE, ZIP CODE	
PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS

I authorize the City to provide the Taxpayer's Revenue Clearance Letter to all City Departments and to publish on the City's internet/intranet website that the Taxpayer is in compliance with the tax ordinances administered by the City's Commissioner of Revenue.

Please send my 1<sup>st</sup> Revenue Clearance Letter to: \_\_\_\_\_  
*(Print Name of City Department/Contact Person/E-mail/Fax Number)*

This authorization shall expire one (1) year from the date of the signature.

The City, Commissioner of Revenue and the Revenue Division personnel (hereinafter "the City"), are hereby held harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information under all applicable confidentiality laws including federal, state, or local including any damages sustained by wrongful transmission of confidential tax information to any other person.

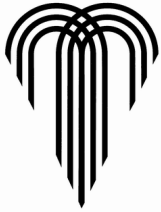
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

**I hereby certify that I am the Taxpayer named herein or that I have the authority to execute this authorization and hold harmless agreement on behalf of the Taxpayer.**

NAME <i>(PRINT)</i>	TITLE <i>(IF APPLICABLE)</i>	
SIGNATURE	PHONE NUMBER	DATE

**A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL**





**ADDENDUM NUMBER 1**

Contract/Project Number 22003

Title/Description Water Bill Printing and Mailing Services

**ISSUE DATE: February 19, 2021**

**TO ALL PROSPECTIVE BIDDERS/PROPOSERS:**

This Addendum addresses the following questions:

Q1.	Who is your utility software provider?
A1.	<b>Hansen / Banner</b>
Q2.	Can you please provide samples of the utility bill, delinquent notice, turn off notice, consumer letters and outer and return envelopes?
A2.	<b>See Attachment A.</b>
Q3.	I did not see mention of references in the RFP. Would you like us to provide those in the proposal? If so, would 3 to 5 be sufficient?
A3.	<b>Yes, KC Water would like 2 to 3 references.</b>
Q4.	Are the requested services currently being done in-house? If not, who is your current vendor for these services?
A4.	<b>UtiliTec, a Doxim company</b>
Q5.	If utilizing an outside vendor, what is the City currently paying for the requested service?
A5.	<b>\$1,180,014</b>

Q6.	What is the estimated monthly volume of each of the document types described in Attachment A, Item 1)?
A6.	<b>KC Water averages around 174,000 statements each month.</b>
Q7.	Will the Water Services Department provide samples of the front and back of the documents described in Attachment A, Item 1 and the envelopes currently used?
A7.	<b>See Attachment A.</b>
Q8.	Who is the current provider and how long as the vendor provided services to the Water Services Department?

<b>A8.</b>	<b>UtiliTec, a Doxim company, they have been the bill print vendor for KC Water for greater than five years.</b>
Q9.	What is the current pricing for the materials and for the services described in the RFP?
<b>A9.</b>	<b>See Attachment B.</b>
Q10.	What evaluation criteria will be utilized in rating proposers?
<b>A10.</b>	<b>Criteria to be evaluated will include pricing, experience, references, and scope of service.</b>
Q11.	Unit Prices Form 050113, Items 1 & 2 refer to two page and multiple page bills, respectively, and Item 2 also refers to “sheets”. Can KCWS confirm Item 1 “Two page bills” is seeking the price for one piece of paper (sheet) printed on both sides, while Item 2 is seeking the price for each sheet printed on both sides that are in addition to Item 1?
<b>A11.</b>	<b>KC Water has two main types of bills. A regular two page bill (front and back) and master bills which are bills with multiple accounts combined into one bill and are multiple pages. Example included in attachment A</b>
Q12.	Unit Prices Form 050113, Item 5 provides an item description of “Inserting” and lists a quantity of “2”. Will KCWS provide details on the specific items they desire vendors to price for insertion (i.e. bill, in-bound envelope, inserts) and confirm the monthly quantity of inserting?
<b>A12.</b>	<b>KC Water will provide information to the bill print vendor for inserts to be included with the statements.</b>
Q13.	Unit Prices Form 050113, Item 6 refers to “Returned Mail – NCOA LINK” and lists a quantity of 1,600. Can KCWS confirm it seeks vendors to provide the unit price for an address corrected through the NCOA LINK process?
<b>A13.</b>	<b>KC Water would like the unit price for an address corrected through the NCOA link process.</b>

Q14.	Unit Prices Form 050113, Item 8 describes “Monthly Materials (letterhead, envelopes)” and lists a quantity of “1”. What specific items (i.e. sheet of paper, type of envelope) does KCWS desire vendors to price for this item and can it confirm the monthly quantity it desires the vendor to price for this item?
A14.	<b>These are monthly materials that are not included in the daily production and mailing process which are included in the cost of service.</b>
Q15.	Unit Prices Form 050113, Items 10, 11 & 12 (Second and succeeding pages, Turn Off Notices & Letters, respectively) do not list quantities. Can KCWS provide the quantities it desires vendors to price for these items?
A15.	<b>KC Water would like any item broken out that is not included in the cost of service section of Attachment B that is required to complete monthly billing.</b>
Q16.	Unit Prices Form 050113, Item 13 provides a description of “Out-bound Envelope one window” with no quantity provided. RFP Section 3. G. “Material Supply and/or Handling” describes out-bound envelopes having “two windows (KCWS and consumer’s address)”. Can KCWS confirm the number of windows and quantity of out-bound envelopes it desires vendors to provide pricing for?
A16.	<b>The outbound envelope should have two windows. The cost should be quoted for each outgoing statement.</b>
Q17.	Unit Prices Form 050113, Item 15 “Monthly Postage Cost” lists a quantity of “1”. Does the current vendor provide a fixed price for postage, and if so, what is that cost? Will KCWS accept the actual pass-through postage from vendors? Can KCWS provide the quantity of mail pieces upon which it desires vendors to calculate the Monthly Postage Cost?
A17.	<b>Not sure what is meant by pass-through postage. We will consider different options available to pay postage. Monthly postage is currently estimated at \$66,000. We produce around 174,000 statements per month.</b>
Q18.	Unit Prices Form 050113, Item 16 “Monthly Shipping and handling” is not described elsewhere in the RFO and lists a quantity of “1”. Can KCWS describe the monthly shipping and handling it desires the vendor to price and confirm the monthly volume as being 1?
A18.	<b>This is a cost for any additional shipping and handling that we may need during the month.</b>
Q19.	Unit Prices Form 050113, Item 18 “Return Mail costs” does not list a quantity. Can KCWS confirm the service it desires the vendor to price is the same as Item 6 “Returned Mail – NCOA LINK” or whether KCWS desires pricing for processing returned mail on behalf of KCWS and what the quantity of monthly return mail it desires the vendor to price?
A19.	<b>Please include pricing for the NCOA Link.</b>

Q20.	Unit Prices Form 050113, Item 20, has an Item Description “4 full-page, double sided, two-color inserts” and does not list a quantity. Can KCWS describe what the “4” refers to and the quantity of inserts it desires vendors to price?
A20.	<b>These would be special project costs as needed. Estimate cost of full page, double-sided two color inserts.</b>
Q21.	Unit Prices Form 050113, Item 21, provides an item description of “20 third-page, double-sided, full-color inserts” and does not list a unit or quantity. Can KCWS describe what “20 third page” refers to and what quantity does the KCWS desire vendors to price for Item 21?
A21.	<b>These would be special project costs as needed. Estimate cost of additional, double-sided two color inserts (3 pages and more).</b>
Q22.	Unit Prices Form 050113, Item 24, refers to “webview images” which are not described elsewhere in the RFP. Will KCWS please provide specifications including what images are used for?
A22.	<b>This would be the ability to have a webview for each statement printed or emailed so that KC Water can review and send customers information as requested.</b>
Q23.	Unit Prices Form 050113, Item 25, refers to “email vacant holds” which are not described elsewhere in the RFP. Will KCWS please provide specifications for this email. Is this related to UMail Vacant Holds in item 9? Please provide a quantity.
A23.	<b>UMail vacant holds very month to month, please include pricing under item 9, the monthly postage cost is around \$66,000.</b>
Q24.	Unit Prices Form 050113, Item 30, refers to “EASE bills” which not described elsewhere in the RFP. Will KCWS provide the specifications (printing, # pages, volume, etc.) for EASE bills?
A24.	<b>EASE bills are bills that KC Water will request to hold for further review or action. EASE would be included with the HIGH, OVER, BKBL, and SEEN bills in Attachment A, section 5.</b>
Q25.	For the bottom item “Total Unit Prices: (LAST PAGE ONLY)” of Unit Prices Form 050113, what does the reference to “LAST PAGE ONLY” mean? Can KCWS confirm which of the above listed 30 items should be included in the “Unit” and “Extension” columns for this item?
A25.	<b>Please include the total for all items listed.</b>
Q26.	What is the current per mail piece postage cost?
A26.	<b>Varies based on number of bills mailed, monthly cost is around \$66,000.</b>
Q27.	Does KCWS desire the vendor to archive documents produced by the vendor? If so, for what period of time?
A27.	<b>KC Water does require the documents to be archived. We would require 4 years.</b>

Q28.	Who is currently emailing bills to enrolled customers?
A28.	<b>Ebills are currently sent by the bill print vendor.</b>
Q29.	Is the Quickbill email service related to the City's online bill pay offering or is it a separate function?
A29.	<b>This is a separate function.</b>
Q30.	Is KCWS seeking a vendor's solution to replace Quickbill, or rather are you requiring the selected vendor to support bill presentment options within Quickbill? If replacing Quickbill, where should vendors incorporate this pricing? We do not see a specific area in Price Form 050113.
A30.	<b>KC water is seeking the vendor's solution to Quickbill. Please include this quote under item #23 Print Suppression.</b>
Q31.	Is the City interested in full electronic bill presentment and payment pricing?
A31.	<b>KC Water would like our customers to have the option to receive ebills. Payment processing is not a part of this proposal.</b>
Q32.	For daily jobs, are all bills batched together into one run, or does each bill type represent a unique set of data/print run?
A32.	<b>We have two batches each day, a regular file and a master bill file. We also have a notice file each day.</b>
Q33.	Regarding Attachment A Item 15 "Contractor must be prepared to perform the outlined specifications of the contract and attachments as of May 1, 2021.", can KCWS provide further details about the implementation process including: 1. When the project will be awarded 2. When vendors will receive sample data? 3. implementation timeline allocated. 4. Will there be any bill design changes? 5. Will all bill/letter types need to go-live one May 1?
A33.	<ol style="list-style-type: none"> <li>1. <b>The tentative date is March 10, 2021</b></li> <li>2. <b>The vendors will receive sample data following the execution of the contract.</b></li> <li>3. <b>The implementation timeline will be agreed upon after the contract is awarded.</b></li> <li>4. <b>There will be minimal bill redesign.</b></li> <li>5. <b>Target date for go-live is May 1, 2021. We will adjust as needed to accommodate a reasonable implementation timeline.</b></li> </ol>
Q34.	Do we have to get all the forms notarized given the lock downs in the States?
A34.	<b>Notarization is required.</b>
Q35.	Can we utilize electronic signatures instead of wet signatures in the current covid 19 environment?
A35.	<b>As of now, hard copy documents and notarized signatures are required.</b>

Q36.	Is electronic submission acceptable?
A36.	<b>No. Five hard copies and one electronic copy is required by March 3, 2021.</b>
Q37.	What issues do you have with the current vendor?
A37.	<b>KC Water has no issues with our current vendor, this is a standard bidding process for the city.</b>
Q38.	Unable to get ahold of Human Relations at contact number listed.
A38.	<b>An alternate number for Human Relations is 816-513-1836.</b>
Q39.	If a WBE / MBE vendor is used but not listed in the directory, what would need to be completed to add them to the list?
A39.	<b>Any company that is not on the list would have to be certified with the City of Kansas City.</b>



LOCATION

4800 E. 63rd St. Kansas City, MO 64130



ONLINE

www.kcwater.us



PHONE

Account Issues: 816.513.1313 or 311  
7am-7pm Monday - Friday

MESSAGE CENTER

Thank you for using AutoPay. Have you considered receiving a paperless bill by signing up for e-billing? It will allow you to receive your bill in an expedited time frame and help the environment. For more information or to sign up, visit www.kcwater.us.

USAGE COMPARISON

See how this month's water usage compares to the same month last year.

<b>2020</b>	<b>VS.</b>	<b>2021</b>
31 Days	Days of Service	30 Days
4,974 GAL	Water Used	4,413 GAL

Detach and return this portion with your payment



KC WATER  
4800 E. 63RD STREET  
KANSAS CITY, MO 64130

7080 1 AV 0.398 0146251-KANS170182-ST.1GRP-007080  
PHIL SMITH  
00000 N MADISON AVE  
KANSAS CITY MO 64155-7305

T23



**\$ TOTAL AMOUNT DUE**  
**\$124.59**  
by 02/26/21

Billing Period: 30 Days 01/03/21 - 02/02/21

ACCOUNT INFORMATION

Bill Date: 02/05/21

Account Number 000000000 0000000 6  
Customer Name PHIL SMITH  
Service Address 00000 N MADISON AVE

ACCOUNT SUMMARY

Previous Balance \$124.50  
Payments Received - Thank you! -\$124.50  
Balance Forward \$0.00  
Total Current Charges \$124.59

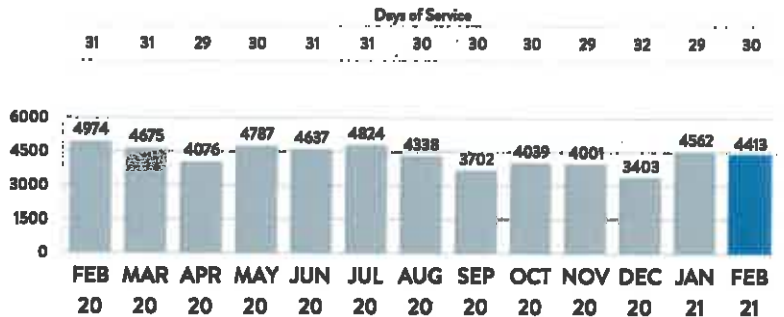
**Total Amount Due \$124.59**

Amount Due if Paid After 02/26/21 \$131.97

See reverse side for account details and additional information

USAGE HISTORY

Monthly water usage shown in gallons



Bill Date 02/05/21  
Account Number 000000000 0000000 6  
Due Date 02/26/21

**Total Amount Due \$124.59**

Paid Via ACH

Amount Due if Paid After 02/26/21 \$131.97

MAKE CHECKS PAYABLE TO:



KC WATER  
PO BOX 807045  
KANSAS CITY MO 64180-7045

000000000000000006 000000012459 0000000131975

## METER READINGS

1 CCF = 748 Gallons

## STORMWATER

Meter Number	Previous Read CCF	Current Read CCF	Usage CCF	Gallons Used	Runoff Surface	Daily Rate
81033287	1112.55	1118.45	5.90	4,413	3,957 Sq Ft	\$0.1333

## KC WATER NEWS

### State of Missouri Primacy Fees

To comply with State of Missouri regulations, KC Water assesses annual Water and Sewer Primacy Fees to your February billing statement. The State utilizes these fees to support efforts to ensure public drinking water is safe. Learn more at [www.dnr.mo.gov/env/wpp/primacyfee.htm](http://www.dnr.mo.gov/env/wpp/primacyfee.htm).

## ACCOUNT DETAILS

Billing Period: 30 Days 01/03/21 - 02/02/21

Previous Balance	\$124.50
Payments Received - Thank you!	-\$124.50
Balance Forward	\$0.00

## CURRENT WATER CHARGES

Water Service Charge	\$14.38
Water Usage Charge	\$28.32
Annual Water Primacy	\$1.08

## CURRENT WASTEWATER CHARGES

Wastewater Service Charge	\$22.58
Wastewater Volume Charge	\$53.75
Annual Wastewater Primacy	\$0.48

## CURRENT STORMWATER CHARGES

Stormwater Charges	\$4.00
<b>Total Current Charges</b>	<b>\$124.59</b>

**TOTAL AMOUNT DUE \$124.59**

### AUTOPAY



Save time and enroll in Auto Pay  
Enroll online at [www.kcwater.us](http://www.kcwater.us)  
or call us at 816.513.1313.  
M-F 7:00am-7:00pm

### ONLINE



[www.kcwater.us](http://www.kcwater.us)  
Create an online account  
to pay your bill anywhere,  
anytime!

### PHONE



816.513.0567  
Accepts payments  
24 hours a day, 7 days a week

### DROP BOX



KC Water Main  
(South) Entrance  
4800 E. 63rd Street  
Kansas City, MO 64130  
Drop off payments  
24 hours a day, 7 days a week

### IN PERSON



KC Water  
4800 E. 63rd Street  
Kansas City, MO 64130  
Treasurer's Office 1st Floor  
414 E. 12th Street  
Kansas City, MO 64106  
M-F 8:00am-5:00pm

### CONTACT US

Account inquiries may be submitted online at [www.kcwater.us](http://www.kcwater.us) then click on customer support or by calling 816.513.1313.

### REPORT A SERVICE ISSUE

To report no water, low water pressure, water main break or leak, sewer odors, and/or a fire hydrant leak please call 816.513.1313 or 311, or visit us online at [www.kcmo.gov/311/](http://www.kcmo.gov/311/).





**LOCATION**

4800 E. 63rd St. Kansas City, MO 64130



**ONLINE**

www.kcwater.us



**PHONE**

Account Issues: 816.513.1313 or 311  
7am-7pm Monday - Friday

**MESSAGE CENTER**

Your current bill is based on an estimated reading because there may be a problem with your water meter and/or Automated Meter Reading (AMR) unit. Please contact us at 816.513.1313 as soon as possible to resolve this matter. This problem may impact future billing statements.

**\$ TOTAL AMOUNT DUE**  
by 03/01/21 **\$103,253.01**

**ACCOUNT INFORMATION**

Bill Date: 02/08/21

Account Number 000000000 0000000 6  
Customer Name XXXX HOSPITAL c/o

**MASTER ACCOUNT DETAILS**

Previous Balance \$195,985.88  
Payments Received - Thank you! -\$195,985.88  
Balance Forward \$0.00

**CURRENT CHARGES**

Water Charges \$36,622.25  
Wastewater Charges \$66,630.76  
Stormwater Charges \$0.00  
Other Charges & Penalties \$0.00  
Total Current Charges \$103,253.01

**Total Amount Due \$103,253.01**

Amount Due if Paid After 03/01/21 \$109,448.19

See reverse side for account details and additional information

**KC WATER NEWS**

**State of Missouri Primacy Fees**

To comply with State of Missouri regulations, KC Water assesses annual Water and Sewer Primacy Fees to your February billing statement. The State utilizes these fees to support efforts to ensure public drinking water is safe. Learn more at [www.dnr.mo.gov/env/wpp/primacyfee.htm](http://www.dnr.mo.gov/env/wpp/primacyfee.htm).

Detach and return this portion with your payment



KC WATER  
4800 E. 63RD STREET  
KANSAS CITY, MO 64130

**MASTER BILL**

Bill Date 02/08/21  
Account Number 000000000 0000000 6  
Due Date 03/01/21

**Total Amount Due \$103,253.01**

**AMOUNT ENCLOSED**

Amount Due if Paid After 03/01/21 \$109,448.19



5223 2 AV 0.398 0148391-KANS170292-ST.1GRP-006223  
XXXX HOSPITAL C / O AMERICAN PO  
BOX XXX  
KANSAS CITY MO 64116-0321

T:18

**MAKE CHECKS PAYABLE TO:**

KC WATER  
PO BOX 807045  
KANSAS CITY MO 64180-7045

0000000000000000 000010325301 0000109448199

## LOCATION DETAILS

TOTAL NUMBER OF LOCATIONS: 13

1 CCF = 748 Gallons

Service Address: 000 W 45TH

Premise: 479405

Billing Period: 30 Days 12/30/20 to 01/29/21

Water Charges	\$82.44
Wastewater Charges	\$50.07
Stormwater Charges	\$0.00
Other Charges & Penalties	\$0.00

Meter Number	Meter Type	Previous Read	Current Read	Usage
70368800	WTR	1575.49	1597.90	22.41

**Total Premise Charges \$132.51**

Total Gallons Used for Premise: 16,762 GAL

Service Address: 000 W 45TH ST LOT S

Premise: 479406

Billing Period: 30 Days 12/30/20 to 01/29/21

Water Charges	\$7.44
Wastewater Charges	\$32.07
Stormwater Charges	\$0.00
Other Charges & Penalties	\$0.00

Meter Number	Meter Type	Previous Read	Current Read	Usage
70368801	WTR	13593.71	14680.65	1,086.94

**Total Premise Charges \$39.51**

Total Gallons Used for Premise: 813,031 GAL

Service Address: 0000 J C NICHOLS PKWY

Premise: 479407

Billing Period: 30 Days 12/30/20 to 01/29/21

Water Charges	\$82.44
Wastewater Charges	\$50.07
Stormwater Charges	\$0.00
Other Charges & Penalties	\$0.00

Meter Number	Meter Type	Previous Read	Current Read	Usage
31984330	WTR	29485.00	29915.00	430.00

**Total Premise Charges \$132.51**

Total Gallons Used for Premise: 321,640 GAL

Continued on next page

### AUTOPAY



Save time and enroll in Auto Pay  
Enroll online at [www.kcwater.us](http://www.kcwater.us)  
or call us at 816.513.1313  
M-F 7:00am-7:00pm

### ONLINE



[www.kcwater.us](http://www.kcwater.us)  
Create an online account  
to pay your bill anywhere,  
anytime!

### PHONE



816.513.0567  
Accepts payments  
24 hours a day, 7 days a week

### DROP BOX



KC Water Main  
(South) Entrance  
4800 E. 63rd Street  
Kansas City, MO 64130  
Drop off payments  
24 hours a day, 7 days a week

### IN PERSON



KC Water  
4800 E. 63rd Street  
Kansas City, MO 64130  
Treasurer's Office 1st Floor  
414 E. 12th Street  
Kansas City, MO 64106  
M-F 8:00am-5:00pm

### CONTACT US

Account inquiries may be submitted online at [www.kcwater.us](http://www.kcwater.us) then click on customer support or by calling 816.513.1313.

### REPORT A SERVICE ISSUE

To report no water, low water pressure, water main break or leak, sewer odors, and/or a fire hydrant leak please call 816.513.1313 or 311, or visit us online at [www.kcmo.gov/311/](http://www.kcmo.gov/311/).



Account Number  
Customer Name

000000000 0000000 6  
XXXX HOSPITAL c/o AMERICAN

LOCATION DETAILS

TOTAL NUMBER OF LOCATIONS: 13

1 CCF = 748 Gallons

Service Address: 0000 BROADWAY LOT S

Premise: 479408

Billing Period: 30 Days 12/30/20 to 01/29/21

Water Charges \$7.44  
Wastewater Charges \$32.07  
Stormwater Charges \$0.00  
Other Charges & Penalties \$0.00

Meter Number	Meter Type	Previous Read	Current Read	Usage
70360303	WTR	CCF 6.45	CCF 6.65	CCF 0.20

**Total Premise Charges \$39.51**

Total Gallons Used for Premise: 149 GAL

Service Address: 0000 BROADWAY

Premise: 479409

Billing Period: 30 Days 12/30/20 to 01/29/21

Water Charges \$82.44  
Wastewater Charges \$50.07  
Stormwater Charges \$0.00  
Other Charges & Penalties \$0.00

Meter Number	Meter Type	Previous Read	Current Read	Usage
70360302	WTR	CCF 3.16	CCF 3.16	CCF 0.00

**Total Premise Charges \$132.51**

Total Gallons Used for Premise: 0 GAL

Service Address: 0000 WORNALL RD LOT S

Premise: 479410

Billing Period: 30 Days 12/30/20 to 01/29/21

Water Charges \$7.44  
Wastewater Charges \$32.07  
Stormwater Charges \$0.00  
Other Charges & Penalties \$0.00

Meter Number	Meter Type	Previous Read	Current Read	Usage
72001593	WTR	CCF 3981.42	CCF 3981.42	CCF 0.00

\*Your current bill is based on an estimated reading

**Total Premise Charges \$39.51**

Total Gallons Used for Premise: 0 GAL

Service Address: 0000 WORNALL RD

Premise: 479411

Billing Period: 36 Days 12/30/20 to 02/04/21

Water Charges \$82.44  
Wastewater Charges \$50.07  
Stormwater Charges \$0.00  
Other Charges & Penalties \$0.00

Meter Number	Meter Type	Previous Read	Current Read	Usage
66905773	WTR	CCF 608.79	CCF 617.26	CCF 8.47

**Total Premise Charges \$132.51**

Total Gallons Used for Premise: 6,335 GAL



**LOCATION DETAILS**

**TOTAL NUMBER OF LOCATIONS: 13**

**1 CCF = 748 Gallons**

**Service Address: 0000 WORNALL RD LOT A S**

**Premise: 479413**

**Billing Period: 30 Days 12/30/20 to 01/29/21**

		Meter Number	Meter Type	Previous Read	Current Read	Usage
Water Charges	\$232.05					
Wastewater Charges	\$22.58					
Stormwater Charges	\$0.00	70335263 LO	WTRL	22105.04	22751.80	646.76
Other Charges & Penalties	\$0.00	70335263 HI	WTR	59573.28	59697.90	124.62
<b>Total Premise Charges</b>	<b>\$254.63</b>					

**Total Gallons Used for Premise: 576,992 GAL**

**Service Address: 0000 WORNALL RD**

**Premise: 479414**

**Billing Period: 30 Days 12/30/20 to 01/29/21**

		Meter Number	Meter Type	Previous Read	Current Read	Usage
Water Charges	\$35,941.21					
Wastewater Charges	\$63,693.36					
Biochemical Oxygen Demand	\$2,156.33	70293105 LO	WTRL	9366.40	9867.35	500.95
Oil & Grease	\$315.81	70293105 HI	WTR	45207.00	50722.50	5,515.50
Suspended Solids	\$51.35					
Stormwater Charges	\$0.00					
Other Charges & Penalties	\$0.00					

**Total Gallons Used for Premise: 4,500,304 GAL**

**Total Premise Charges \$102,158.06**

**Service Address: 0000 WORNALL RD LOT B S**

**Premise: 479415**

**Billing Period: 30 Days 12/30/20 to 01/29/21**

		Meter Number	Meter Type	Previous Read	Current Read	Usage
Water Charges	\$36.21					
Wastewater Charges	\$22.58					
Stormwater Charges	\$0.00	60745640	WTR	8446.50	8446.50	0.00
Other Charges & Penalties	\$0.00					

**Total Gallons Used for Premise: 0 GAL**

**Total Premise Charges \$58.79**

**Service Address: 0000 WORNALL RD LOT C S**

**Premise: 479416**

**Billing Period: 36 Days 12/30/20 to 02/04/21**

		Meter Number	Meter Type	Previous Read	Current Read	Usage
Water Charges	\$22.76					
Wastewater Charges	\$27.10					
Stormwater Charges	\$0.00	52725952	WTR	2476.10	2476.11	0.01
Other Charges & Penalties	\$0.00					

**Total Gallons Used for Premise: 7 GAL**

**Total Premise Charges \$49.86**

**Service Address: 0000 WORNALL RD LOT D S**

**Premise: 479417**

**Billing Period: 30 Days 12/30/20 to 01/29/21**

		Meter Number	Meter Type	Previous Read	Current Read	Usage
Water Charges	\$18.97					
Wastewater Charges	\$22.58					
Stormwater Charges	\$0.00	52725951	WTR	55.85	55.85	0.00
Other Charges & Penalties	\$0.00					

**Total Gallons Used for Premise: 0 GAL**

**Total Premise Charges \$41.55**



Account Number  
Customer Name

00000000 000000 6  
XXXX HOSPITAL c/o AMERICAN

**LOCATION DETAILS**

**TOTAL NUMBER OF LOCATIONS: 13**

**1 CCF = 748 Gallons**

**Service Address: 0000 WORNALL RD LOT E S**

**Premise: 479420**

**Billing Period: 30 Days 12/30/20 to 01/29/21**

<b>Water Charges</b>	<b>\$18.97</b>
<b>Wastewater Charges</b>	<b>\$22.58</b>
<b>Stormwater Charges</b>	<b>\$0.00</b>
<b>Other Charges &amp; Penalties</b>	<b>\$0.00</b>

<b>Meter Number</b>	<b>Meter Type</b>	<b>Previous Read CCF</b>	<b>Current Read CCF</b>	<b>Usage CCF</b>
52725949	WTR	2060.75	2060.75	0.00

**Total Premise Charges \$41.55**

**Total Gallons Used for Premise: 0 GAL**



.....



**LOCATION**

4800 E. 63rd St. Kansas City, MO 64130



**ONLINE**

www.kcwater.us



**PHONE**

Account Issues: 816.513.1313 or 311  
7am-7pm Monday - Friday

**MESSAGE CENTER**

**YOUR ACCOUNT IS DELINQUENT AND IS ELIGIBLE FOR SHUT OFF**

Please note, your account is past due. While KC Water is not currently conducting shutoffs due to non-payment, you remain responsible for any outstanding balance. To avoid future collection activity pay your past due balance in full or set up a payment arrangement by calling 816.513.1313. You may pay your account online at www.kcwater.us or by calling 816.513.0567, 24 hours a day / 7 days a week.

**USAGE COMPARISON**

See how this month's water usage compares to the same month last year.

<b>2020</b>	<b>VS.</b>	<b>2021</b>
31 Days	Days of Service	30 Days
3,777 GAL	Water Used	3,590 GAL

Detach and return this portion with your payment



KC WATER  
4800 E. 63RD STREET  
KANSAS CITY, MO 64130

**DELINQUENT**



1456 1 AV 0.388 0146116-KANS170019-ST.1GRP-001458  
BARB MITH  
0000 NW 66TH TER  
KANSAS CITY MO 64118-2922

T:5



**TOTAL AMOUNT DUE**

**\$768.49**

by 02/24/21

Billing Period: 30 Days 12/31/20 - 01/30/21

**ACCOUNT INFORMATION**

Bill Date: 02/03/21

Account Number 000000000 0000000 2  
 Customer Name BARB MITH  
 Service Address 0000 NW 66TH TER

**ACCOUNT SUMMARY**

**DELINQUENT**

Previous Balance \$652.93  
 Payments Received \$0.00  
 Balance Forward **!** \$652.93  
 Total Current Charges \$115.56

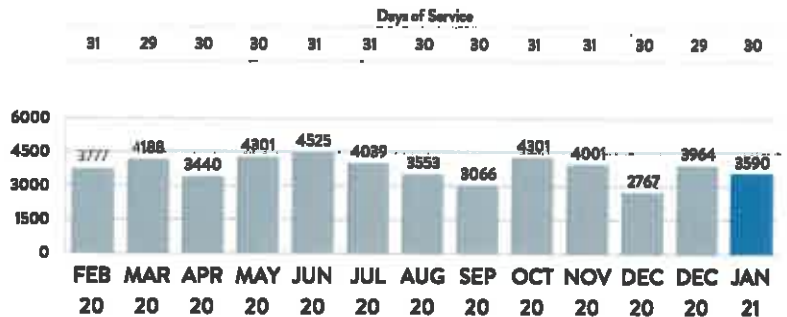
**Total Amount Due \$768.49**

Amount Due if Paid After 02/24/21 \$775.33

See reverse side for account details and additional information

**USAGE HISTORY**

Monthly water usage shown in gallons



Bill Date 02/03/21  
 Account Number 000000000 0000000 2  
 Due Date 02/24/21

**Total Amount Due \$768.49**

AMOUNT ENCLOSED

Amount Due if Paid After 02/24/21 \$775.33

MAKE CHECKS PAYABLE TO:



KC WATER  
PO BOX 807045  
KANSAS CITY MO 64180-7045

000000000000000002 000000076849 0000000775335

## METER READINGS

1 CCF = 748 Gallons

## STORMWATER

Meter Number	Previous Read CCF	Current Read CCF	Usage CCF	Gallons Used	Runoff Surface	Daily Rate
82431699	1246.40	1251.20	4.80	3,590	3,415 Sq Ft	\$0.1167

## KC WATER NEWS

### State of Missouri Primacy Fees

To comply with State of Missouri regulations, KC Water assesses annual Water and Sewer Primacy Fees to your February billing statement. The State utilizes these fees to support efforts to ensure public drinking water is safe. Learn more at [www.dnr.mo.gov/env/wpp/primacyfees.htm](http://www.dnr.mo.gov/env/wpp/primacyfees.htm).

## ACCOUNT DETAILS

Billing Period: 30 Days 12/31/20 - 01/30/21

Previous Balance	\$652.93
Payments Received	\$0.00
Balance Forward	\$652.93

## CURRENT WATER CHARGES

Water Service Charge	\$14.38
Water Usage Charge	\$23.04
Annual Water Primacy	\$1.08

## CURRENT WASTEWATER CHARGES

Wastewater Service Charge	\$22.58
Wastewater Volume Charge	\$43.73
Annual Wastewater Primacy	\$0.48

## CURRENT STORMWATER CHARGES

Stormwater Charges	\$3.50
--------------------	--------

## OTHER CHARGES

Late Payment Charge	\$6.77
<b>Total Current Charges</b>	<b>\$115.56</b>

**TOTAL AMOUNT DUE \$768.49**

### AUTOPAY



Save time and enroll in Auto Pay  
Enroll online at [www.kcwater.us](http://www.kcwater.us)  
or call us at 816.513.1313  
M-F 7:00am-7:00pm

### ONLINE



[www.kcwater.us](http://www.kcwater.us)  
Create an online account  
to pay your bill anywhere,  
anytime!

### PHONE



816.513.0567  
Accepts payments  
24 hours a day, 7 days a week

### DROP BOX



KC Water Main  
(South) Entrance  
4800 E. 63rd Street  
Kansas City, MO 64130  
Drop off payments  
24 hours a day, 7 days a week

### IN PERSON



KC Water  
4800 E. 63rd Street  
Kansas City, MO 64130  
Treasurer's Office 1st Floor  
414 E. 12th Street  
Kansas City, MO 64106  
M-F 8:00am-5:00pm

### CONTACT US

Account inquiries may be submitted online at [www.kcwater.us](http://www.kcwater.us) then click on customer support or by calling 816.513.1313.

### REPORT A SERVICE ISSUE

To report no water, low water pressure, water main break or leak, sewer odors, and/or a fire hydrant leak please call 816.513.1313 or 311, or visit us online at [www.kcmo.gov/311/](http://www.kcmo.gov/311/).



4800 E. 63rd Street • Kansas City, MO 64130  
 Phone: 816-513-1313  
 www.kcwater.us

Statement Date: January 13, 2020  
 Account Number: 000001929 0012021 2  
 Customer Name: BARBARA MILLER  
 Service Address: 1616 NW 66TH TER  
 Amount Due: \$214.91  
 Due Date: PAST DUE

## SHUT-OFF NOTICE

Water Service is eligible for SHUT OFF immediately at 1616 NW 66TH TER due to non-payment.

This statement shows the last billed amount. Additional water service charges may be assessed, all of which are the responsibility of the account holder.

Please note that a 6% penalty has been assessed to your account (the penalty is not reflected on this statement). In addition, a minimum \$120 fee for termination and restoration is required if your water service is shut off.

Please contact us immediately at 816-513-1313 or 3-1-1 to make a payment arrangement in order to avoid your water service being shut off.

**SHUT-OFF DATE: IMMEDIATELY**

**PAY THIS AMOUNT: \$214.91**

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.



4800 E. 63RD STREET  
 KANSAS CITY, MO 64130

Amount Now Due: \$214.91  
 Please make checks payable to: KC Water  
 Account Number: 000001929 0012021 2  
 Due Date: PAST DUE PAY IMMEDIATELY

Amount Enclosed:

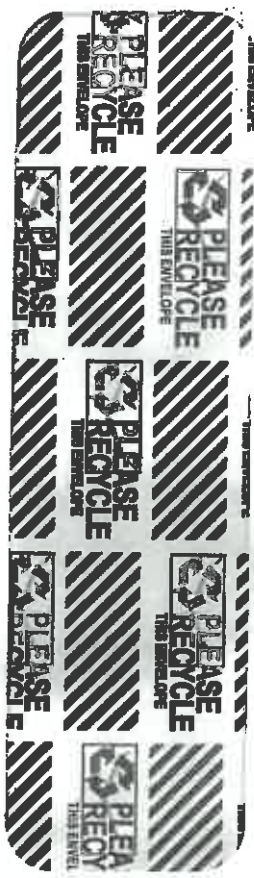
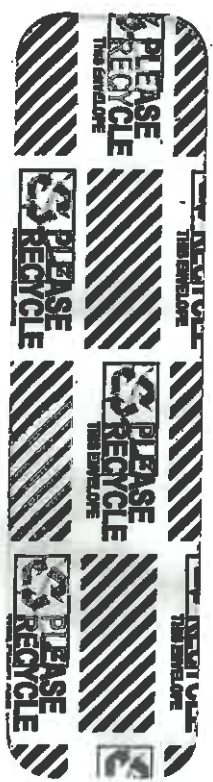
91 1 AV 0.383  
 0127474-KANN143432-NT.1GRP-000091  
 BARBARA MILLER  
 1616 NW 66TH TER  
 KANSAS CITY MO 64118-2922

KC Water  
 PO Box 807045  
 Kansas City MO 64180-7045

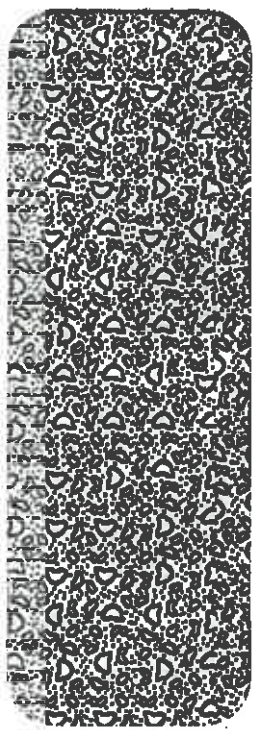
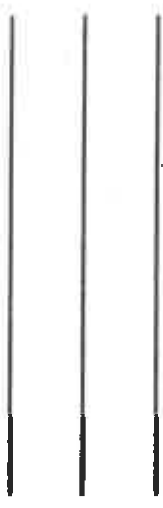
00000192900120212 000000021491 0000000214910



First Class Mail  
Presorted  
U.S. Postage Paid  
UTILITEC



PLACE  
STAMP  
HERE





**ATTACHMENT B - SAMPLE FOR ADDENDUM 1  
UNIT PRICES**

Contract No. 18013-4

Project Title: Water Bill Printing and Mailing Services, Renewal 4

**NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.**

Item No.	Unit	Quantity	Item Description:	Unit	Extension
		Monthly	<b>Cost for Services</b>		Yearly
1		132,214	Single page bills (back side of the bill has required language that must be included on each bill)	0.105	\$166,589.64
2		3,051	Multiple page bills (second and succeeding pages should be printed on front and back of the sheets)	0.055	\$2,013.72
3		14,636	Turn Off Notices	0.105	\$18,441.36
4		1,665	Back Flow Letters/Special Letters	0.120	\$2,397.60
5		2	Inserting	\$3,745.00	\$89,880.00
6		1,542	Returned Mail - NCOA LINK	0.200	\$3,700.80
7		8	Braille Bills	20.000	\$1,920.00
			<b>Cost for Bill Stock and Envelopes</b>		
8		1	Monthly Materials (letterhead, envelopes)	33.770	\$405.24
9		3,748	UMail Vacant Holds	0.100	\$4,497.60
10			Second and succeeding pages		
11			Turn Off Notices		
12			Letters		
13			Out-bound Envelope one window		
14			In-bound Envelope - one window		
			<b>Anticipated postage costs</b>		
15		1	Monthly Postage Cost	66,858.250	\$802,299.00
16		1	Monthly Additional Shipping and handling	100.000	\$1,200.00
17			Mailing Permit Fee		
18			Return Mail costs		
			<b>Other Costs - Note item and per piece prices</b>		
19			High usage alert email Notifications		
20			4 full-page, double-sided, two-color inserts		
21			20 third-page, double-sided, full-color inserts		
22			12 customizable monthly bill messages printed on statement		
23		40,161	Print suppressions	0.060	\$28,915.92
24		219,327	Webview images	0.010	\$26,319.24
25			Email Vacant Holds		
26		1	Email Management	995	\$11,940.00
27		1	Image Creation	500.000	\$6,000.00
28		0.83	IT Programming	150.000	\$1,494.00
29		1	UChange	500.000	\$6,000.00
30		1	UReview	500.000	\$6,000.00
			Total Unit Prices: (LAST PAGE ONLY)		TOTAL
					\$1,180,014.12

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.



**ADDENDUM NUMBER   2**

Contract/Project Number   22003  

Title/Description   Water Bill Printing and Mailing Services  

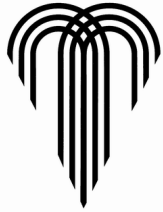
**ISSUE DATE: February 23, 2021**

**TO ALL PROSPECTIVE BIDDERS/PROPOSERS:**

This Addendum addresses the following questions:

Q1.	HRD instructions Section I. City’s MBE/WBE Program Item A. states “Each construction project may have an MBE and/or WBE goal for participation” and that “Goals are stated as a percentage of contract dollars”. Will the City confirm whether USPS postage costs will be included in the contract value for purposes of calculating the percentage of MBE & WBE participation if the vendor is passing through actual USPS postage rates?
<b>A1.</b>	<b>USPS costs will be excluded in the calculation of MWBE goals.</b>
Q2.	HRD instructions Section I. City’s MBE/WBE Program Item B. states “Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. If a non-MBE/WBE vendor that can provide the services and products required by the RFP without the use of subcontractors, what does the City require relative to following the Program?
<b>A2.</b>	<b>The city will require the contractor to make “Good Faith Efforts” to meet or exceed the goals as stated in the RFP.</b>
Q3.	HRD instructions Section I. City’s MBE/WBE Program Item B. states “Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.” Section IX. Methods for Securing Participation of MBE/WBE’s and Good Faith Efforts includes at least 3 requirements to be met at least 15 days before the bid due date. As of the submission date of this question (February 19), there are fewer than 15 days before the bid due date. Will the City provide sufficient time following its response to HRD instruction related questions submitted by vendors to allow vendors to pursue good faith efforts?
<b>A3.</b>	<b>HRD cannot authorized an extension to fulfill this requirement. Only the City’s RFP owing department can extend the bid due date.</b>

Q4.	Section III. Required Submissions Prior to Contract Award item c. states “If a waiver is requested, HRD will examine the Proposers documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Proposer has made good faith efforts to obtain MBE/WBE participation.” Will the City provide an example of documentation of good faith efforts submitted by a proposer that resulted in a recommendation by HRD to grant a waiver?
A4.	<b>Please see the City’s “Good Faith Efforts” requirements as stated in the municipal code.</b>
Q5.	Section XIV. Liquidated Damages – MBE/WBE Program item A. states “No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.” Will liquidated damages be imposed if a contractor satisfies the 6% participation requirements (3% MBE and 3% WBE) based on the RFP’s estimated document production (i.e. inserts) when the City fails to meet the estimated volume of documents, resulting in the 6% requirement not being met?
A5.	<b>If you are selected, HRD will evaluate the contractor’s Good Faith Efforts in meeting the recommended goals. HRD will take into consideration your efforts to utilize firms identified in your CUP, as well as efforts to add firms and scopes (if applicable) at a later date to assist in meeting or exceeding the goals. If you failed to meet the goals as a result of the City Department reducing volume or service, make sure to document these incidents and submit with your GFE waiver.</b>
Q6.	Does the City’s current contractor satisfy the MBE/WBE requirements itself, through subcontracting or through a waiver based on good faith efforts?
A6.	<b>Yes, through subcontracting.</b>
Q7.	Does the City’s certified MBE/WBE businesses include bulk paper suppliers?
A7.	<b>Yes, we have MWBE firms certified that provide bulk paper and office supplies.</b>
Q8.	The Affidavit of Intended Utilization states “All firms must currently be certified by Kansas City, Missouri Dept. Of Human Relations.” InfoSend intends to utilize a MBE/WBE subcontractor certified in Illinois and requires information on how to certify this subcontractor by Kansas City HRD before the due date of the above referenced RFP. I have attached a copy of the Illinois certification for this subcontractor. Can you please provide information on how we secure the required certification for this subcontractor?
A8.	<b>The city’s MWBE program is local and does not certify firms outside our seven county area. The firm listed would not qualify for the local program.</b>



**ADDENDUM NUMBER 3**

Contract/Project Number 22003

Title/Description Water Bill Printing and Mailing Services

**ISSUE DATE:** \_\_\_\_\_

**TO ALL PROSPECTIVE BIDDERS/PROPOSERS:**

This Addendum addresses the following questions:

Q1.	The RFP contains several signature pages, some of which are not for inclusion in our proposal response, and some of which are not mentioned otherwise. Will you confirm for us whether the following should be signed and included: <ul style="list-style-type: none"> <li>• Professional, Specialized or Technical Services Contract (is this a template example of your contract?)</li> <li>• Employee Eligibility Verification Affidavit</li> <li>• Non-Construction Subcontractors Listing</li> <li>• Non-Construction Application for Payment</li> <li>• Certificate of Insurance</li> <li>• Authorization to Release Revenue Clearing Letter</li> </ul>
A1.	<b>These forms are not required with the RFP. They will be required for the vendor who is award the contract.</b>
Q2.	The City asks, “describe the types of data feeds you accept.” Will you clarify – does this mean data file formats?
A2.	<b>Yes, the data file formats.</b>
Q3.	Will you clarify what you mean by “formatting software” in “What is the formatting software you use?” Does this ask for our software used in programming data or for statement design or something else?
A3.	<b>Software used to create the bill presentation and/or letters prior to printing.</b>
Q4.	The City seems to use “stock” in reference to paper weight as well as in reference to a form template shell. Will you clarify what is meant by “stock” in the following: “How many different paper stocks can you con-mingle in an envelope?”
A4.	<b>At this time, the paper stock is the same for inserts as it for the bill. There is one paper stock.</b>
Q5.	The City has asked if we will commit to a performance guarantee. What does this entail?

<b>A5.</b>	<b>Establishing mutually agreed upon performance targets and managing to those goals.</b>
------------	---

Q6.	Does the City expect their print vendor to provide braille printing? Will you provide us with the specifications for that product?
<b>A6.</b>	<b>Yes, the preference is that our bill print vendor have the capability to provide braille printing if possible. It is not a requirement but a preference. We don't specifications because our current vendor provides the braille bill.</b>
Q7.	
<b>A7.</b>	
Q8.	
<b>A8.</b>	



**ADDENDUM NUMBER 4**

Contract/Project Number 22003

Title/Description Water Bill Printing and Mailing Services

**ISSUE DATE:** \_\_\_\_\_

**TO ALL PROSPECTIVE BIDDERS/PROPOSERS:**

This Addendum addresses the following questions:

Q1.	Will the City's Water Services Department extend the submission deadline to allow for responses to unanswered questions by proposers?
A1.	<b>Yes. KC Water has extended the submission deadline to March 11, 2021 at 4:00pm.</b>



**ADDENDUM NUMBER 5**

Contract/Project Number 22003

Title/Description Water Bill Printing and Mailing Services

**ISSUE DATE: March 10, 2021**

**TO ALL PROSPECTIVE BIDDERS/PROPOSERS:**

This Addendum addresses the following questions:

Q1.	Please confirm whether the City will provide an example of documentation of good faith efforts submitted by a proposer that resulted in a recommendation by HRD to grant a waiver?
A1.	“Good Faith Effort” standards address the specific areas the City requires, and are inclusive of all the GFE. You cannot do a majority, all are required.
Q2	Will the City’s Water Services Department extend the due date in order to allow proposers the time to satisfy the HRD Good Faith Efforts requirements?
A2.	Good Faith Efforts will be required prior to execution of the contract with the successful proposer.
Q3.	Will the City provide information on how to submit a protest, what information should be included in the protest and when it has to be submitted to be considered timely?
A3.	The City does not have a formal protest procedure and there is no right to protest. Nevertheless, the City does evaluate all complaints from proposers and bidders.