

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT
CONTRACT NO. 22003-2 – WATER BILL PRINTING AND MAILING SERVICES,
RENEWAL NO. 2
WATER SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Doxim Utilitec LLC (“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 \$1,118,471.52. 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. 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
Kelly Postlewait, Interim Director
4800 E. 63rd Street, Kansas City, MO 64130
Phone: (816) 513-0504
E-mail address: kelly.postlewait@kcmo.org

Contractor:

Contractor's Legal Name: Doxim Utilitec LLC
Contact: Legal Department
Address: 2200 Production Drive, Indianapolis, IN 64241
Phone:
E-mail address: legal@doxim.com

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, 2024. The Director is authorized to extend the term of this contract and time of performance for this contract.

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** – CREO KC Forms
 - 01290.14 CREO KC Contractor Affidavit for Final Payment
 - 01290.15 CREO KC Subcontractor Affidavit for Final Payment
- Attachment E** – Unit Price Form
- Attachment F** – Non-Construction Subcontractors Listing Form
- Attachment G** – Non-Construction Application for Payment
- Attachment H** – Affirmative Action Program Affidavit
- Attachment I** – CREO KC Contract Assurances Addendum

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.

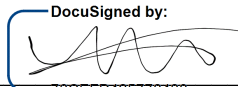
Sec. 12. Effectiveness; Date. This contract will become effective when the City's Director of Finance has signed it. The date this contract is signed by the City's Director of Finance will be deemed the date of this contract.

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: February 8, 2024 By: 
76CEFD425778430...
Name: Michael Hennessy
Title: CRO

KANSAS CITY, MISSOURI

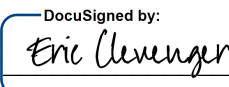
Date: 2/26/2024 By: 
B2907FD7330D4F5...
Name: Kelly Postlewait
Title: Interim Director,
Water Services Department

Approved as to form:


FA43A94D916E479...

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.


18F59B5A8EE444E... 3/6/2024
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. 2A. Limitation of Liability.

The liability of Contractor and City will in all circumstances be limited to direct damages and in no event will either party have any liability to the other, whatsoever, for any special, consequential, indirect, incidental, exemplary or punitive damages of any kind arising out of the Agreement, lost profits, product liability, failure to realize expected savings, cost of procurement of substitute goods or services and loss of business, even if such party has been advised of the possibility of such damages, whether in contract or tort or based upon any other legal or equitable theory. Notwithstanding anything to the contrary contained in an Agreement, and to the fullest extent permitted by applicable law, in no event will Contractor's liability to City, or to that of its directors, officers, employees or users of the services, or to any third parties exceed the amounts paid to Contractor within the twelve (12) month period immediately preceding the date on which the cause of action arose.

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

\$1,000,000 accident with limits of:
\$1,000,000 disease-policy limit
\$1,000,000 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.

5. If applicable, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. If applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Policy shall include, or be endorsed to include, property damage liability coverage for

damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Contractor. If not covered under the Contractor’s liability policy, such “property” coverage of the Agency may be endorsed onto the Contractor’s Cyber Liability Policy as covered property.

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 Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

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 for a period of thirty (30) days.

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 thirty (30) 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 thirty (30) 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 38 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 affirmative 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 38 of City's Code. CONTRACTOR shall:

- a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- b. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) 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 CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- c. 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.
- d. 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 CREO 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 CREO within thirty (30) days from the date the subcontract is executed.

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. 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 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 \$15.00 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.

Sec. 24 Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

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, 2023.

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 Michigan)
COUNTY OF Oakland) ss

On this 1st day of August, 2022 before me appeared Erin Romo, 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 Vice President, Vertical Lead - Utilities (title) of Doxim Inc (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.

Cirin Romo

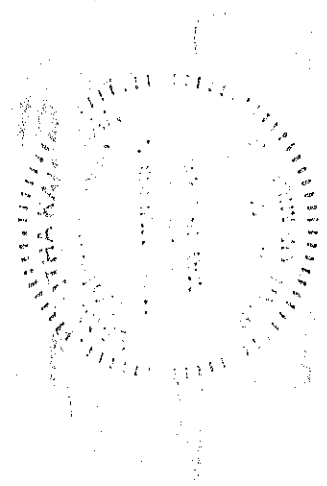
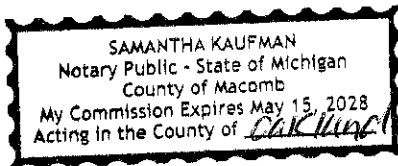
Affiant's signature

Subscribed and sworn to before me this 1st day of August, 2022

Samantha Kaufman

Notary Public

My Commission expires:





Company ID Number: 415580

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Ancor Information Management, LLC. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 415580

Approved by:

Employer Anchor Information Management, LLC.	
Name (Please Type or Print) Michelle K Kelly	Title
Signature Electronically Signed	Date 05/18/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/18/2011

E-Verify



Company ID Number: 415580

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ATTACHMENT D 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 (1) 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 is 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 \$300,000.00. 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



ATTACHMENT D 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:	Subcontractor's Legal Name and Address
<input type="checkbox"/> Missouri Corporation	_____
<input type="checkbox"/> Foreign Corporation	_____
<input type="checkbox"/> Fictitious Name Corporation	_____
<input type="checkbox"/> Sole Proprietor	_____
<input type="checkbox"/> Limited Liability Company	Phone No. _____
<input type="checkbox"/> Partnership	Fax: _____
<input type="checkbox"/> Joint Venture	E:mail: _____
<input type="checkbox"/> Other (Specify)	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 _____

_____ Title



UNIT PRICES

Contract Number: **22003-2**

ATTACHMENT E

Project Title: **WATER BILL PRINTING AND MAILING SERVICES, RENEWAL NO. 2**

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

Item No.	Unit	Quantity	Item Description:	Unit	Extension
1		140,000	Two page bills	0.132	\$18,480.00
2		3,100	Multiple page bills (second and succeeding pages should be printed on front and back of the sheets)	0.059	\$182.90
3		15,000	Turn Off Notices	0.132	\$1,980.00
4		2,000	Back Flow Letters/Special Letters	0.132	\$264.00
5			Inserting		
6		1,600	Returned Mail - NCOA LINK	0.217	\$346.56
7		10	Braille Bills	32.490	\$324.90
			Cost for Bill Stock and Envelopes		
8			Monthly Materials (letterhead, envelopes)		
9			UMail Vacant Holds		
10			Second and succeeding pages	0.059	
11			Turn Off Notices	0.132	
12			Letters	0.132	
13			Out-bound Envelope one window		
14			In-bound Envelope - one window		
			Anticipated postage costs		
15		1	Monthly Postage Cost	62,000.000	\$62,000.00
16			Monthly Additional Shipping and handling		
17			Mailing Permit Fee		
18			Return Mail costs		
			Other Costs - Note Item and per piece prices		
19			High usage alert email Notifications	0.054	
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	0.065	\$2,600.00
24		220,000	Webview images	0.011	\$2,382.60
25			Email Vacant Holds		
26		1	Email Management	995	\$995.00
27		1	Image Creation	500.000	\$500.00
28		1	IT Programming	150.000	\$150.00
29			Electronic ability to update bill messages and preview changes		
30			Electronic review of daily bill pulls, EASE bills, and other bills a requested		
		1	UConnect Portal Fee (includes all features in portal)	3,000.000	\$3,000.00
			Total Unit Prices: (LAST PAGE ONLY)		\$93,205.96
			Annual Total		\$1,118,471.52

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: <u>Royal Alliances</u> Email: <u>contactus@royalalliances.com</u>	Address: <u>6363 N. STATE HWY 161, STE. 510</u> <u>IRVING, TEXAS 75038</u> Phone: <u>+1-800-441-7804</u> 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:	<u>Doxim Utilitec LLC</u>
Submitted By:	<u>Michael Hennessy</u>
Title:	<u>President, Doxim</u>
Telephone No.:	<u>844.437.3627</u>
Fax No.:	_____
E-mail:	<u>michael.hennessy@doxim.com</u>
Date:	<u>February 9, 2024</u>



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

ATTACHMENT G

Project Number _____
Contract Number _____
Project Title _____

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
Unathorized 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
PAYMENT DUE CONTRACTOR (7-8)	[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 Final 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: _____

ATTACHMENT H

AFFIRMATIVE ACTION PROGRAM AFFIDAVIT

(required for any contractor with 50 or more employees and a contract with the City of Kansas City, Missouri, in excess of \$300,000.00)

STATE OF Michigan)
COUNTY OF Oakland) ss

On this 1st day of August, 2022 before me appeared Erin Romo, 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 Vice President, Vertical Lead - Utilities (title) of Doxim Inc (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 [*enter business entity name*] has an affirmative action program (the "Program") in place and will maintain the Program for the duration of its contract with the City of Kansas City, Missouri ("City") as required by Chapter 3 of the City's Code of Ordinances.

I hereby additionally swear or affirm that attached hereto is a true copy of the Program.

I hereby additionally swear or affirm that the business entity 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 the City's Code of Ordinances.

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.

Erin Romo

Affiant's signature

Subscribed and sworn to before me this 1st day of August, 2022

Samantha Kaufman
Notary Public

My Commission expires:

SAMANTHA KAUFMAN
Notary Public - State of Michigan
County of Macomb
My Commission Expires May 15, 2028
Acting in the County of Lakeland



ATTACHMENT I

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

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 \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

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.

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 affirmative 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:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) 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 CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) 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.
- (d) 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

CREO Form 3
Rev. 3.22.2023



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

electronic format, to CREO 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 CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity 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, cancelled 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.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 22003-2 PROJECT NO. 60XX0012

**WATER BILL PRINTING AND MAILING SERVICES,
RENEWAL NO. 2**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Doxim Utilitec LLC (Contractor). The parties amend the Agreement entered into on March 6, 2024, as follows:

WHEREAS, City has previously entered into a contract dated March 6, 2024 in the amount of \$1,118,471.52; and

WHEREAS, the City desires to execute a no-cost execute Amendment No. 1 to add 2 months to the contract's term; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1st Amendment, City and Contractor agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Delete and replace the following attachment and sections:

- a. Delete Sec. 2, Responsibilities of Contractor, Attachment A, and replace with the following Sec. 2, Responsibilities of Contractor, Attachment A:

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

- b. Delete Sec. 6, Term of Contract, and replace with the following Sec. 6, Term of Contract:

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 June 30, 2024. The Director is authorized to extend the term of this contract and time of performance for this contract.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

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

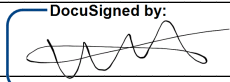
CONTRACTOR

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

By:

CEO

Date: April 30, 2024

Title: 
76CEFD425778430...

KANSAS CITY, MISSOURI

By:

Date: 5/1/2024


6E4C2D0C4DBB4C7...

Title: Deputy Director

Approved as to form:


140C447ABF504CA...
Assistant City Attorney

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES

AMENDMENT NO. 2

CONTRACT NO. 22003-2 PROJECT NO. 60XX0012

**WATER BILL PRINTING AND MAILING SERVICES,
RENEWAL NO. 2**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Doxim Utilitec LLC (Contractor). The parties amend the Agreement entered into on March 6, 2024, as follows:

WHEREAS, City has previously entered into a contract dated March 6, 2024 in the amount of \$1,118,471.52; and

WHEREAS, the City executed a no-cost Amendment No. 1 on May 1, 2024 adding 2 months to the contract's term; and

WHEREAS, the City desires to execute a no-cost execute Amendment No. 2 to add 1 month to the contract's term; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2nd Amendment, City and Contractor agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Delete and replace the following attachment and sections:

- a. Delete Sec. 2, Responsibilities of Contractor, Attachment A, and replace with the following Sec. 2, Responsibilities of Contractor, Attachment A:

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

- b. Delete Sec. 6, Term of Contract, and replace with the following Sec. 6, Term of Contract:

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 July 31, 2024. The Director is authorized to extend the term of this contract and time of performance for this contract.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

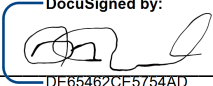
Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

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

By:

Date: June 13, 2024

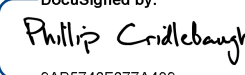
DocuSigned by:

DE65462CE5754AD...

Title: CRO

KANSAS CITY, MISSOURI

By:

Date: 6/14/2024

DocuSigned by:

9AB5740F077A489...

Title: Chief Financial Officer

Approved as to form:

DocuSigned by:

140C447ABE504CA
Assistant City Attorney

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES
AMENDMENT NO. 3
CONTRACT NO. 22003-2 PROJECT NO. 60XX0012
WATER BILL PRINTING AND MAILING SERVICES, RENEWAL NO. 2
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Doxim Utilitec LLC (Contractor). The parties amend the Agreement entered into on March 6, 2024, as follows:

WHEREAS, City has previously entered into a contract dated March 6, 2024 in the amount of \$1,118,471.52; and

WHEREAS, the City executed a no-cost Amendment No. 1 on May 1, 2024 adding 2 months to the contract's term; and

WHEREAS, the City executed a no-cost Amendment No. 2 on June 14, 2024 adding 1 month to the contract's term; and

WHEREAS, the City desires to execute a \$1,536,779.71 Amendment No. 3 for a total contract amount of \$2,655,251.23 to add additional funds and 12 months to the contract's term; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 3rd Amendment, City and Contractor agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

- A. Delete and replace the following section(s):
 - a. Delete Sec. 6, Term of Contract, and replace with the following Sec. 6, Term of Contract:
 - a. **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 July 31, 2025. The Director is authorized to extend the term of this contract and time of performance for this contract.
- B. Delete and replace the following attachment:
 - a. Delete Attachment E, Unit Price Form, and replace with the following Attachment E, Unit Price Form:

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

CONTRACTOR

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.



UNIT PRICES

Contract Number: **22003-2 Amendment No. 3**

Project Title: **WATER BILL PRINTING AND MAILING SERVICES, RENEWAL NO. 2**

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

Item No.	Unit	Quantity	Item Description:	Proposed	Extension
1		160,000	Two page bills	0.1330	\$21,280.00
2		3,100	Multiple page bills (second and succeeding pages should be printed on front and back of the sheets)	0.0680	\$210.80
3		15,000	Turn Off Notices	0.1330	\$1,995.00
4		2,100	Back Flow Letters/Special Letters	0.1330	\$279.30
5			Inserting		
6		1,600	Returned Mail - NCOA LINK	0.2470	\$395.20
7		10	Braille Bills	35.74	\$357.39
			Cost for Bill Stock and Envelopes		
8			Monthly Materials (letterhead, envelopes)		
9		4,300	UMail Vacant Holds	0.1235	\$531.23
10			Second and succeeding pages		
11			Turn Off Notices		
12			Letters		
13			Out-bound Envelope one window		
14			In-bound Envelope - one window		
			Anticipated postage costs		
15		1	Monthly Postage Cost		\$88,000.00
16			Monthly Additional Shipping and handling		
17			Mailing Permit Fee		
18			Return Mail costs		
			Other Costs - Note Item and per piece prices		
19		1	High usage alert email Notifications	0.0594	\$0.06
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		60,000	Print suppressions	0.0715	\$4,290.00
24		230,000	Webview images / Document Archival - months 1-13	0.0121	\$2,783.00
25		230,000	Document Archival - months 14-24	0.0104	\$2,392.00
26			Email Vacant Holds		
27		1	Email Management	1,173	\$1,173.00
28		1	Image Creation	590	\$590.00
29		1	IT Programming	250	\$250.00
30			Electronic ability to update bill messages and preview changes		
31			Electronic review of daily bill pulls, EASE bills, and other bills a requested		
32		1	UConnect Portal Fee (includes all features in portal)	3,538	\$3,538.00
			Total Unit Prices: (LAST PAGE ONLY)		\$128,064.98
			Annual Total		\$1,536,779.71