

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ROCKY MOUNTAIN MAIL SERVICES, L.L.C.**, a Colorado limited liability company whose address is 6722 E. 47th Avenue, Denver, Colorado 80216 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated November 4, 2020, and an Amendatory Agreement dated May 26, 2021, (collectively, the “Agreement”) to diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A, Scope of Work**, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update para. 19, no employment of illegal aliens, update para 22, no discrimination in employment, and amend the billing rates.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM**: The Agreement will commence on **November 4, 2020** and will expire on **December 31, 2022** (the “Term”). The term of the agreement may be extended under mutually agreeable terms and conditions, for an additional three (3) one (1) year renewal terms, upon written amendment to this Agreement prior to the expiration of the current term. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in the Contract and as otherwise directed by the Manager.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section d. (1) entitled “**Maximum Contract Amount**:” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION FOUR HUNDRED**

THOUSAND DOLLARS AND NO/100 (\$1,400,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days.

The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

4. Section 22 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. **Exhibit B** and **Exhibit B-1** are hereby deleted in their entirety and replaced with **Exhibit B-2 Billing Rates**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** and **Exhibit B-1** are changed to **Exhibit B-2**.

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

7. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: GENRL-202161172-00 [GENRL-202055961-02]
Contractor Name: ROCKY MOUNTAIN MAIL SERVICES, L.L.C.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202161172-00 [GENRL-202055961-02]
ROCKY MOUNTAIN MAIL SERVICES, L.L.C.

By:  _____
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Name: Judy Dominguez
(please print)

Title: General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**EXHIBIT B-2
BILLING RATES**

Group 1 - Meter, Presort, and Mail

Description	Unit of Measure	Processing Fee	Estimated Annual Quantity	Line Total
First Class Presort up to and including 1 ounce	Per Piece	\$ 0.065	700,000	\$ 45,500.00
First Class Presort between 1.1 ounce and 2 ounces	Per Piece	\$ 0.065	Included Above	\$0
First Class Presort between 2.1 ounces and 3 ounces	Per Piece	\$ 0.065	Included Above	\$0

**Total Estimated
Annual Quantity \$45,500.00**

Flats Processing	Per Piece	\$ 0.24
Parcel Processing	Per Piece	\$ 0.24
Folding and Inserting	Per Piece	\$ 0.18

Pricing Fee is Inclusive of Tracking Fee

Group 2 - Additional Services

Description	Unit of Measure	Processing Fee	Estimated Annual Quantity	Line Total	Notes
Courier/Pickup Fee	Per pickup per location	\$ 15.00	528	\$ 7,920.00	Based on 22 business days per month. 1 location, twice per day
Certified Mail Processing (if not included in pricing elsewhere)	Per Day	\$ 13.25	264	\$ 3,498.00	Based on 22 business days per month.

**Total Estimated
Annual Quantity \$ 11,418.00**

The following services will be applied to funds on account, as well as all postage used:

- Postage Metering and Machine Presort charge of 0.065 cents per envelope.
- EZ Flats & Parcel charge of - 0.24 cents per item

The following will be billed at the end of every month:

- Courier Charge estimate \$30.00 daily (\$15.00 Per day X 2 – Price will increase if courier cost increases)
- Certified Mail processing - \$13.25 per day.
- Maintenance of a Spread Sheet for all Mail processed by Department - \$7.50 per day. Spread Sheet shall be given to City Representative bi-monthly.

Additional Services Provided

- All mail will be delivered to USPS Bulk Mail Entry Unit in a secured vehicle.
- Mail that is undeliverable as addressed will be returned to the customer on the next business day for disposition, or at clients request full rate postage will be applied.
- RMMS will deploy Fast Forward technology to update addresses on envelopes and forward mail to recipient.

Note: Postage cost is excluded and will be billed on actuals per USPS established rates.