

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MIDWEST CONNECT, LLC**, a Nebraska Limited Liability Company, with a business address of 2501 30th Avenue, Suite B, Kearney, Nebraska 68845 (the “Contractor”), collectively the “Parties.”

RECITALS

WHEREAS, The City entered into an Agreement with **ROCKY MOUNTAIN MAIL SERVICES, LLC** executed on November 4, 2020, an Amendatory Agreement executed on May 26, 2021, and a Second Amendatory Agreement executed on December 16, 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.

WHEREAS, this Agreement was assigned to **MIDWEST CONNECT, LLC** when **ROCKY MOUNTIAN MAIL SERVICES, LLC** was acquired by **MIDWEST CONNECT, LLC**.

WHEREAS, The Parties wish to modify the Agreement as set forth below.

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

1. Effective upon execution, the Contractor name shall be changed to **MIDWEST CONNECT, LLC**.

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

“**3. TERM**: The Agreement will commence on December 1, 2020 and will expire on December 31, 2024 (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.”

3. 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 **TWO MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,600,000.00)** (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.”

4. Effective January 1, 2023, **Exhibit B, Exhibit B-1, and Exhibit B-2** will be deleted in their entirety and replaced with **Exhibit B-3** Billing Rates, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B, Exhibit B-1, and Exhibit B-2** will be changed to **Exhibit B-3**. **Exhibit B-2** will remain in effect until December 31, 2022.

5. Except as amended in this Third Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

6. This Third 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 if required by Charter, approved by the City Council.

EXHIBITS

EXHIBIT B-3: Billing Rates

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: GENRL-202265588-03 [GENRL-202055961-03]
Contractor Name: MIDWEST CONNECT LLC

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

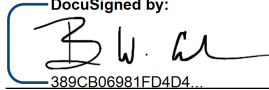
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202265588-03 [GENRL-202055961-03]
MIDWEST CONNECT LLC

By:  _____
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Name: Brian Cochran
(please print)

Title: Managing Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**EXHIBIT B-3
BILLING RATES
EFFECTIVE JANUARY 1, 2023 – DECEMBER 31, 2024**

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 | 700000 | \$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 | \$0.25 |
| Parcel Processing | Per Piece | \$0.25 |
| Folding and Inserting | Per Piece | \$0.18 |

**Pricing Fee is Inclusive of Tracking Fee*

Group 2 - 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 | \$0.05 | 700000 | \$35,000.00 |
| First Class Presort between 1.1 ounce and 2 ounces | Per Piece | \$0.05 | Included Above | \$0 |
| First Class Presort between 2.1 ounces and 3 ounces | Per Piece | \$0.05 | Included Above | \$0 |

**Total Estimated
Annual Quantity \$35,000.00**

Group 3 – Additional Services

| Description | Unit of Measure | Processing Fee | Estimated Annual Quantity | Line Total | Notes |
|--|-------------------------|----------------|---------------------------|------------|--|
| Courier/Pickup Fee | Per pickup per location | \$16.00 | 528 | \$8,448.00 | 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 \$11,946.00**

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 - \$0.25 cents per item

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

- Courier Charge estimate \$16.00 daily (**\$32.00** 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.

For contract period beginning January 1, 2025, to December 31, 2025:

1. The term of the agreement is to terminate on December 31, 2024, and may be extended under mutually agreeable terms and conditions, for an additional one (1) year upon written amendment to this Agreement prior to December 31, 2024.
2. A maximum rate adjustment of 5% is allowed and shall be submitted to the City on or before May 1, 2024. If the Contractor requests a rate adjustment over 5%, the submitted request must include sufficient documentation supporting the request and be submitted to the City on or before April 1, 2024.
3. Rate increases over 5% shall be decided by mutual agreement between the Contractor and the City. No retroactive adjustments to prices or rates will be allowed.

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