

AMENDATORY AGREEMENT

This **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 Ave. Dr., Denver, Colorado 80216 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated November 4, 2020 (the “Agreement”) to provide the services required by the Agreement.

B. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

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

1. All references to “...Exhibit A...” in the Agreement shall be amended to read: “...Exhibit A-1...” as applicable. The revised scope of work marked as **Exhibit A-1** attached to this Amendatory Agreement is hereby incorporated by reference. Exhibit A-1 replaces Exhibit A.

2. All references to “...Exhibit B...” in the Agreement shall be amended to read: “...Exhibit B-1...” as applicable. The scope of work marked as **Exhibit B-1** attached to this Amendatory Agreement is hereby incorporated by reference. Exhibit B-1 replaces Exhibit B.

3. Section 3 of the Agreement entitled **TERM** is amended to read as follows:

“**3. TERM:** The Agreement will commence on December 1, 2020 and will expire on December 31, 2021 (the “Term”). The term of the agreement may be extended under mutually agreeable terms and conditions, for an additional four (4) 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.”

4. Section 4 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph d entitled “**Maximum Contract Amount**” is amended to read as follows:

“**4. COMPENSATION AND PAYMENT:**

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000)** (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-1. Any services performed beyond those in

Exhibit A-1 are performed at Contractor's risk and without authorization under the Agreement.”

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

6. This 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-202157493-01 [GENRL-202055961-01]
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-202157493-01 [GENRL-202055961-01]
ROCKY MOUNTAIN MAIL SERVICES, L.L.C.

DocuSigned by:

By: 8E2CF1DC377F499...

Judy Dominguez
Name: _____
(please print)
General Manager
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1: SCOPE OF WORK AND TECHNICAL REQUIREMENTS:

A.1 PROGRAM GUIDELINE AND REQUIREMENTS

The Contractor shall assign an account manager that will be the City's single point of contact. If the Contractor's account manager changes, the Contractor will immediately inform the City of the change. The City reserves the right to request a different account manager, as well as to approve any proposed changes to the Contractor's account team.

The City's Central Services Manager, or designee, will be the point of contact to work closely with the Contractor's account manager for the term of this award. If the point of contact changes for the City, the City will immediately inform the Contractor of the change.

There will be quarterly meetings to review program progress, challenges and opportunities. Each quarterly meeting will occur during the first month of the quarter to review the preceding quarter. The meeting date shall be mutually agreed upon by the City and the Contractor. The Contractor's account manager and the Central Services Manager, or designee, will attend this meeting.

A.2 MAILING SERVICES AND SERVICE PERFORMANCE STANDARDS

1. Contractor Responsibilities:

- a) Pick up all outgoing United States Postal Service (USPS) Mail at the specific requested times in section 2.a., or as mutually agreed upon time at two locations:

Wellington Webb Office Building
Central Services Division
201 W. Colfax Ave Dept 305
Denver, CO 80202

Denver Human Services Castro Building
1200 Federal Boulevard
Denver, CO 80204

Other locations may be added in the future as necessary. If a future location requires National Crime Information Center (NCIC) background check, then that will be required at that time.

- b) Ensure all automation compatible mail is barcoded, sorted and trayed in accordance with USPS regulations.
- c) Deliver all mail to the USPS Bulk Mail Facility Unit in a secured vehicle and provide confirmation of acceptance.
- d) Mail that is undeliverable as addressed will be returned to the Agency on the next business day for disposition. The Contractor will deploy *FASTforward*[®] technology to update addresses on envelopes and forward mail to recipient.
- e) Contractor must use **NCOA**^{Link}TM software to continue updating addresses in accordance with USPS regulation.
- f) If USPS provides a discount for presorted mail, the discount will be passed to the City.
- g) Contractor shall be up to date with all USPS requirements, and attend any required training as needed to ensure the City is receiving the best available mailing rates.
- h) The City will provide the postage money.
- i) The Contractor shall be able to provide all related mail services such as: fold, insert, collate, etc.
- j) Contractor shall apply postage to pre-stuff mailers, postcards, printed materials and notices.

- k) Contractor will work with Central Services to set up individual accounts for each Agency and will send monthly detail statements to each Agency, with a detail description of services used. Contractor shall provide a detail statement to the City's Central Services Manager for review and approval before sending to each Agency. Contractor shall be responsible to establish an Agency contact to send monthly detail statements to.
- l) Central Services may request mailing services backup that should include: date of mailing/agency name and bill code /quantity and type/cost including any additional postage.
- m) Contractor shall respond to emails and telephone messages within one business day.
- n) If requested, Contractor shall be able to conduct an annual open house for City Agencies to visit and be updated of all new equipment as well as improved services offered by the Contractor. The Open House date will be coordinated between the Contractor and City.
- o) Contractor shall provide robust security and confidentiality practices to meet CJIS and HIIPA requirement.
- p) Contractor shall comply with all background check and badge requirements to gain access to the Wellington Webb Office Building on a regular basis. This may include any couriers who have been tasked with picking up mail at the Webb building on a regular basis.

2. **General Mailing Requirements:**

The following general requirements shall be observed by the Contractor when performing the work as detailed below.

- a) Mail will be picked up from Central Services in the Webb Building twice a day. Same day mail will be picked up by 1:00 PM, MT and presort mail at 4:00 PM, MT. Times will only change if both the City and Contractor agree to the new times. Contractor will need to provide secure bags to transport checks, and secure mail pieces.
- b) Contractor shall provide all equipment, labor and materials incidental to accomplishing all aspects of the scope of work of this agreement.
- c) Mail from City Agencies that is delivered to the City centralized mail room shall be kept separate. There will be an area of the centralized mail room designated for this purpose. Mail will already be separated and labeled by each Agency when the Contractor comes to pick up the mail.
- d) Contractor shall provide a detailed report to the City based on each Agency usage at the request of the City.
- e) Contractor shall provide secure bags and trays for mailing handling services, as requested by the City.
- f) Contractor may be required to pay additional postage to USPS for non-qualifying pieces at time of deposit and. Contractor may be required to add additional postage for mail that cannot be presorted and invoice the City accordingly. Any additional postage will be applied to the funds on account

Contractor may be required to add additional postage for mail that cannot be presorted, and invoice City accordingly.

A.3 ESTIMATED QUANTITIES:

The City does not guarantee any quantity of item listed herein to be ordered during the coming year. However, for informational purposes only, the below chart indicates the pieces of mail processed in 2018 and YTD 2019 thru the Central Services mailroom, there may be additional pieces of mail processed at another City locations.

Month 2018	Total Pieces	Full Rate	Presort	Certified	Flats	EZ Flats	Parcels
January	60,761	10,726	48,532	419	47	385	652
February	48,990	8,724	38,663	421	81	313	788
March	53,270	9,391	42,423	388	52	291	725
April	53,505	10,110	41,327	1,034	49	247	738
May	62,239	10,916	49,731	391	87	274	840
June	58,212	10,089	46,680	406	76	305	656
July	59,647	10,054	48,155	459	63	300	616
August	56,652	6,217	48,851	516	77	377	614
September	53,955	7,186	45,671	360	53	210	476
October	53,352	4,840	47,094	446	42	275	655
November	49,629	4,789	43,524	372	42	216	686
December	50,096	7,045	41,925	367	38	238	483
2018 totals	660,308	10,0087	542,576	5,579	707	3,431	7,929

Month 2019	Total Pieces	Full Rate	Presort	Certified	Flats	EZ Flats	Parcels
January	51,237	5,052	44,703	378	57	406	641
February	45,159	4,900	38,597	776	43	197	646
March	49,634	5,322	42,994	423	69	256	570
April	57,900	5,075	51,498	373	55	323	576
May	59,780	3,933	54,132	473	71	449	722
June	48,976	3,916	43,627	431	51	362	589
July	54,625	5,158	46,787	557	55	1,452	675
August	58,689	7,072	49,931	465	90	416	715
September	55,076	7,077	46,542	502	46	322	587
October	50,185	3,939	43,820	546	67	1,063	750
Total YTD	531,261	51,444	462,631	4,924	604	5,246	6,471

A.4 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado.

A.5 DELIVERY CONSIDERATIONS:

Unless otherwise specified, delivery of mail (e.g. certified receipts, undeliverable mail, and secure bags) shall be as follows:

City and County of Denver
 Central Services Division
 201 W. Colfax Ave Dept 305
 Denver, CO 80202

Contractor will have the ability to offer pickup and delivery service to Agencies as required.

A.6 PAYMENT

The Contractor will send an invoice for advanced payment at the beginning of each month and no later than the 7th of each month. The City will pay immediately. The Contractor will send a monthly detail statement of funds used. When funds reach an agreed upon amount, the Contractor will send another invoice for advanced payment. At the end of the contract, the Contractor will send a check for all unused funds. As postage and service funds start to meet \$35,000, the Contractor shall submit a funds request.

A.7 REPORTING

The Contractor will supply monthly reports for each bill code detailing all mailing jobs completed during that month. The monthly report will be broken down by each bill code. The exact requirements can be found in Attachment A, Sample Monthly Report. The Monthly Report shall include a report for each day of the month along with a summary of the month. The monthly report will be due on the 7th of each month for the month preceding. Contractor will be able to furnish reports in a format acceptable to the City with content and appearance per the Manager of Central Services request. The City may request additional reports on an as needed basis. The Contractor will provide an electronic copy of the requested report within 5 business days of request.

The City's Central Services Manager and its Program Assistant shall have the ability to request, view and pull reports, or provided with reports of all orders submitted either by order form, or digital storefront.

A.8 BACKGROUND CHECKS

Contractor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. The term "employee" for the purpose of this requirement, includes anyone who is providing services for the City under this Contract. Background checks are to be conducted through an independent background check company and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

In addition to the foregoing background check, certain City locations require employees to pass a NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors employees will be provided entrance cards for each facility. Contractors employees are not allowed to share cards to provide services. The following locations require NCIC background checks:

- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts

The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separates from the Contractor's employment and is then re-hired must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time. Additionally, all employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (no contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

A.9 MAIL PROCESSING

Fees are based on the most common type of document or service. Each specific job is unique and the actual cost will be based on a detailed evaluation of the requirements and prices based on standardized internal unit rates. If metering is not utilized, any reject mail will be returned the next day. There may be two types of reject mail, one that is not machinable and one that has a bad address. Machinable mail will have postage added on and will be sent that day. Mail that contains a bad address will be given back to the City. Below is a list of common types of documents and service for the City:

- **Metering**
 - Letters (First Class)
 - Letters (with Presort)
 - First Class Flats (Full USPS rate)
 - Inserter 1 oz. (1 – 4 pieces)
 - Inserter 2 oz. (5 – 8 pieces)
 - Inserter 3 oz. (9 – 10 pieces)
- **Automated Sorting**
 - Letters
- **Folding and Inserting**

Note: Agencies that currently use an address quality program must provide certification that addresses have been "cleansed" through the USPS **NCOA**^{Link™} database when requesting discounted postage.

A.10 A.10 CONTRACTOR'S PERFORMANCE:

The Executive Director of General Services or his/her authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Executive Director of General Services or his/her authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

**EXHIBIT B-1 -
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	\$ 0.05	500,000	\$25,000.00
First Class Presort between 1.1 ounce and 2 ounces	Per Piece	\$ 0.05	500,000	\$25,000.00
First Class Presort between 2.1 ounces and 3 ounces	Per Piece	\$ 0.05	100,000	\$5,000.00

**Total Estimated
Annual Quantity \$55,000.00**

Flats Processing	Per Piece	\$ 0.24
Parcel Processing	Per Piece	\$ 0.24
Folding and Inserting	Per sheet	\$ 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	\$ 13.00	528	\$ 6,864.00	1 location, twice per day
Certified Mail Processing (if not included in pricing elsewhere)	Per Day	\$ 10.00	264	\$ 2,640.00	Based on 22 business days per month

**Total Estimated
Annual Quantity \$ 9,504.00**

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

- Postage Metering and Machine Presort charge of 0.05 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 \$26.00 daily (\$13.00 Per day X 2 – Price will increase if courier cost increases)
- Certified Mail processing - **\$10.00** per day.
- Maintenance of a Spread Sheet for all Mail processed by Department - \$5.00 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.**