

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Lineage Mailing Services, hereinafter "Service Provider" (collectively, the "Parties").

City is in need of certain professional services in the field of Yearly Postage & Mailing Services for a particular project (the "Project") identified in **Exhibit A (Description of Project)**, attached hereto and incorporated herein by reference.

Service Provider has expertise in Yearly Postage & Mailing Services and activities related to the Project as described in **Exhibit B (Scope of Services)** attached hereto and incorporated by reference.

City contracts with Service Provider for the performing of Professional Services in connection with the Project, as described herein, in consideration of these premise and of the mutual covenants herein set forth. By executing this Agreement, Service Provider represents to City that Service Provider is qualified to perform the work on this Project and is licensed to practice Yearly Postage & Mailing Services by all public entities having jurisdiction over Service Provider and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto.

"Additional Services" means services in addition to those listed in **Exhibit B**.

"City" means the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, its employees, appointees, and officers.

"Service Provider" means the company or individual identified above, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

"Contract Documents" means those documents so identified in this Agreement.

"Service Provider Documents" means all documents required or reasonably implied by the nature of the scope of services to be performed by Service Provider hereunder, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Professional Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services

required of Service Provider under this Agreement including any Additional Services.

"Project" is as above described.

"Project Manager" means the person employed and designated by City to act as the City's representative for the Project.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: The fees are based on the performance of the Scope of Services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Service Provider using rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference. All bills will be submitted to City weekly as provided herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Project scope, substantial modifications of drawings, or substantial modifications to specifications previously accepted by City, when requested by City and through no fault of Service Provider, Service Provider will be compensated for time and expense required to incorporate such modifications at Service Provider's standard rates per **Exhibit C**; provided, however, that any increase in fee or extension of time for Service Provider to complete the services must be approved by City in writing. Service Provider will correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Service Provider's negligence or other actionable fault.
2. Additional Services: Service Provider will provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Service Provider must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the rate schedule attached hereto as **Exhibit C**. Such Additional Services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Service Provider, providing services necessitated in the event the Professional Services are suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by Service Provider, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Service Provider as compensation for Additional Services will be in accordance with the rate schedule attached as **Exhibit C**.

3. Special Services: Service Provider may be called on to serve as a Service Provider or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If Service Provider is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the rate schedule attached hereto as **Exhibit C**. Service Provider will not be paid extra by City if Service Provider's appearance is to defend its Professional Services.

C. BILLING & PAYMENT

1. Billing: Service Provider may bill City weekly for completed Professional Services. The bill submitted by Service Provider must itemize the Professional Services for which payment is requested. City agrees to pay Service Provider within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Service Provider provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Service Provider until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Service Provider immediately. Service Provider will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Service Provider in accordance with the contract payment procedures.

D. SCHEDULE

Schedule of services attached hereto and incorporated by reference as **Exhibit C**.

SECTION III - RESPONSIBILITIES OF SERVICE PROVIDER

Service Provider will perform the Professional Services required for the execution of the Project as described in **Exhibit B**.

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Service Provider will assign only qualified personnel to perform any service concerning the Project as identified in Service Provider's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Alison Hall. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Service Provider. So long as the individual named above remains actively employed or retained by Service Provider, such individual will perform the function of principal on this Project.
2. Service By and Payment to Others: Any services authorized in writing by City and

performed by any party other than Service Provider or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Service Provider which are not defined within the scope of services of Service Provider as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Service Provider may assist City in procuring such services of Third Parties, Service Provider will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.

3. Subcontracting or Assignment of Services: Service Provider may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Service Provider from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Service Provider's sub-Service Provider. Any services completed by a City-approved subcontractor of Service Provider pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
4. Inspection of Documents: Service Provider must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
5. Standard of Care: Service Provider will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional under similar circumstances. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Service Provider's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

City will provide to Service Provider information and criteria regarding City's requirements for the Project; examine and timely respond to Service Provider's submissions; and give written notice to Service Provider, who will respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

B. DUTIES

City will perform the various duties and services in all phases of the Project which are outlined and designated in **Exhibit B** as City's responsibility.

C. PROGRAM AND BUDGET

City will provide all relevant information reasonably required for Service Provider to perform its obligations herein, including but not limited to City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria for the Project.

D. ADMINISTRATIVE SERVICES

City will furnish all City-related legal, accounting, insurance and audit services as may be necessary at any time for completion of the Project. However, in no event will any City-related legal, accounting, insurance and or audit services be provided on behalf of Service Provider, nor will Service Provider serve any other role than as an independent contractor of City.

E. BOND FORMS

City will furnish all bond forms required for the Project.

F. PROJECT REPRESENTATIVE

City will designate a Project Manager to represent City in coordinating this Project with Service Provider. The City's Project Manager will have the authority to transmit instructions and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement for either cause (due to Service Provider's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Service Provider, by providing fifteen (15) days' written notice of such termination to Service Provider. Upon receipt of such notice from City, Service Provider will, at City's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with City and, subject to City's approval, determine what Professional Services will be required of Service Provider in order to bring the Project to a reasonable termination in accordance with the request of City. Service Provider will also provide to City copies of all drawings and documents completed or partially completed at the date of termination for which Service Provider

has been fully paid. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Service Provider must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Service Provider. In no event may Service Provider terminate the contract solely for its convenience without cause.

Address for Notice:

City of Olathe
Attn: Brenda Long
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

SERVICE PROVIDER
Attn: Alison Hall, Lineage Mailing Services
8200 Nieman Rd
Overland Park, KS 66214

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Service Provider for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Service Provider, City will compensate Service Provider for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Service Provider including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Service Provider nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Service Provider having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Service Provider under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Service Provider under this Agreement. In such event, City will notify Service Provider in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

City and Service Provider agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Service Provider will proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Service Provider's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF SERVICE PROVIDER DOCUMENTS

Service Provider will provide City a copy of all final Service Provider Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will become the property of City, if Service Provider's copyrighted instruments will remain in the ownership of Service Provider if Service Provider, at Service Provider's sole discretion, may so identify them by appropriate markings. If Service Provider is paid in full for its Professional Services, then City may subsequently reuse these final documents without any additional compensation or agreement of Service Provider. However, such reuse without written verification or adaptation by Service Provider for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Service Provider. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General: Service Provider will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit D (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Service Provider will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit E – Certificate of Insurance**). Service Provider is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Service Provider will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Service Provider selects option (b), then Service Provider agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Service Provider agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk

Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Service Provider agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Service Provider or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Service Provider's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Service Provider is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Service Provider or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Service Provider is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Service Provider agrees that:
 - a. Service Provider will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any

person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;

- b. in all solicitations or advertisements for employees, Service Provider will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Service Provider fails to comply with the way Service Provider reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Service Provider will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Service Provider is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Service Provider will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Service Provider will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Service Provider if (a) Service Provider employs fewer than four (4) employees during the term of such contract; or (b) Service Provider's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
3. Kansas Age Discrimination in Employment Act: Service Provider further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

G. ENTIRE AGREEMENT

This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

H. APPLICABLE LAW, JURISDICTION, AND VENUE

Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

I. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

J. INDEPENDENT CONTRACTOR

Service Provider is an independent contractor and not an agent or employee of City.

K. COVENANT AGAINST CONTINGENT FEES

Service Provider represents that it has not employed or retained any company or person, other than a bona fide employee working for Service Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

L. COMPLIANCE WITH LAWS

Service Provider will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Service Provider will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement, and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit F**).

M. TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein are provided only as a matter of convenience and will have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals has no legal bearing on the interpretation of such terms.

N. SEVERABILITY CLAUSE

If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

O. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

1. This Agreement;
2. Scope of Services (Exhibit B);
3. City's Request for Proposals/Request for Qualifications (incorporated by reference);
4. Service Provider's Response to RFP/RFQ (incorporated by reference).

The remainder of this page is intentionally left blank.

P. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this 4th day of March 2020.

CITY OF OLATHE, KANSAS

MCopeland

By: _____

Michael E. Copeland, Mayor

ATTEST:

Brenda A. Long

City Clerk

(SEAL)



APPROVED AS TO FORM:

Rachelle Breckmeier

Assistant

City Attorney

Lineage Mailing Services

By: _____

Alison Hall

Alison Hall, General Manager

8200 Neiman Road Lenexa, KS 66214

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EXHIBIT A
Description of Project

The purpose of this contract is to establish Postage and Mailing Services for the following City locations: City Hall located at 100 E. Santa Fe St., Public Safety/Fire Station 1 located at 501 E. 56 Hwy., Public Works – Customer Service located at 1385 S. Robinson, and Fire Administration Building located at 1225 S. Hamilton Circle. Below for reference is a list of all department’s deliveries and pick-up locations. The term of this contract will be for (3) three years with the option to renew for additional years, upon annual review.

Facility	Department	Address	Drop-Off Location
City Hall	Multiple	100 E. Santa Fe	City Hall
Centennial Building	ITS	135 S. Kansas Ave.	City Hall
Olathe Community Center	P&R	1205 E. Kansas City Rd.	City Hall
Solid Waste Transfer Station	PW-SW	1681 S. Valley Rd.	City Hall
Water Treatment Plant #1	PW	600 S. Curtis St.	City Hall
Water Treatment Plant #2 (Filter Building)	PW	27065 W. 83rd	City Hall
Water Treatment Plant #2 (Membrane Building)	PW	27065 W. 83rd	City Hall
Housing	P&R	200 W. Santa Fe	City Hall
Traffic Maintenance Center	PW-Streets	301 N. Rogers Rd.	City Hall
Hertiage Center	P&R	1200 E. Kansas City Rd.	City Hall
Public Safety/Fire Station 1	PD/Fire	501 E. 56 Hwy	Public Safety/Fire Station 1
Municipal Court	Courts	1200 S. Harrison St.	Public Safety/Fire Station 1
Public Works - Customer Service	PW	1385 S. Robinson	PW
Public Works - Fleet Maintenance	PW	1415 S. Robinson	PW
Public Works - Household Waste	PW	1420 S. Robinson	PW
Environmental Laboratory	PW-ES	25851 W. 119th St.	PW
Ceder Creek Waste Water Plant	PW	25915 W. 119th	PW
Fire Admin. Building	FD	1225 S. Hamilton Circle	Fire Admin.
Fire Station 2	Fire	1725 Renner Rd.	Fire Admin.
Fire Station 3	Fire	14940 W. 143rd St.	Fire Admin.
Fire Station 4	Fire	13301 S. Mur-Len	Fire Admin.
Fire Station 5	Fire	11128 W. Spruce St.	Fire Admin.
Fire Station 6	Fire	24200 W. 111th St.	Fire Admin.
Fire Station 7	Fire	16040 S. Mur-Len	Fire Admin.
Fire Station 8	Fire	2400 W. Dennis Ave.	Fire Admin.

EXHIBIT B
Scope of Services

1. Mail Pick-Up Schedule

A. City Hall location mail must be picked up Monday - Friday no earlier than 4:00 p.m.

B. Public Works location mail must be picked up Monday - Friday no earlier than 2:30 p.m.

C. Public Safety location mail must be picked up Monday – Friday no earlier than 1:00 p.m.

D. No pickup required on weekends and legal holidays observed by the City.

E. Service provider must notify the City of an adjusted pick up schedule during inclement weather.

2. Metering and mailing to occur the next business day. Mail must be sealed & sorted the same day it is picked up.

3. Vendor will provide each department with pick up tickets with weekly invoices in order to track monthly expenses by department/division.

EXHIBIT C

Fee & Rate Schedule

Pricing shall represent NEW 2020 rates effective February 2020.

Component	Specification	Price
Mail pick-up	Cost for daily pick-up of mail	\$7.00/location/day
Mailing Services	Sealing/sorting/metering/dropping at USPS. % over postage costs for handling	3%
Meter Charge for Auto Mail	Letter size, 3 oz. or less (automated) charge for metering daily, over actual postage costs	\$0.00 per piece
Meter Charge for Auto Mail	Not letter-size (non-automated), charge for metering daily, over actual postage costs	\$0.00 per piece
Meter Rate	Letter size, 1 oz. or less (actual postage cost)	\$0.439* per piece
Meter Rate	9x12", 3 oz. flats (actual postage cost)	\$1.25 per piece
Certified Mail	Handling charge for certified mail, over actual postage costs	\$0.00 per piece
Meter Charge, No Date	Letter size or smaller, 3 oz or less (automated), Charge for pre-metering-no date	\$0.50* per piece
Sorting	Charge for sorting letter mail, average of 225 pieces per day	\$0.00/day
Rejects	Charge for rejected pieces of mail (not meeting USPS requirements)	\$0.50* per piece
Invoicing	Charge for monthly breakdown of costs by department/division	\$0.00 per month
Packages	Please indicate the maximum dimensions for packages (boxes)	2' high x 17' wide x 17' deep
Packages	Please indicate the percentage over postage costs for handling packages (boxes)	5%
Affixing Postage Manually	Items can't run through the meter	\$0.00 per piece
Courier Services	Items that need expedited pick-up and delivery	See below

State below any additional services and costs that may be incurred and explain charges. If necessary, attach a separate sheet.

1. Postage for automated pieces will be \$.439 per piece up to 3 oz. After 3 oz, the weight will convert to flat rates. The flat rates will be \$.15 per piece below the retail rate as noted in Notice 123 located at www.pe.usps.gov. See attached chart for reference. And example of the discount is reflected in the 3 oz postage rate above.
2. The handling cost for letters, parcels, and flats is 3% of total postage charged. This includes the handling fees for presort and certified mail. Total cost per piece for an automated letter up to 3.5 oz will be \$.461.
3. Courier Services are not a per piece cost. For the occasional expedited pickup and delivery fee, LMS offers a price of \$30 per pickup.

*\$.50 per piece is the non-automated meter postage rate for 1 oz. Each additional ounce = \$.15 per piece. The price metered on the envelope is \$.50 for 1 oz, \$.65 for 2 oz, \$.80 for 3 oz, and \$.95 for 3.5 oz. The 3% of total postage applied is included on these items.

EXHIBIT D
CITY OF OLATHE INSURANCE REQUIREMENTS

A. Service Provider shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Service Provider's proposal.

B. Coverages and minimum limits.

1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$500,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$1 million.
2. Business Auto Coverage: (*Owned, hired and non-owned autos*) \$500,000 per occurrence limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employer's liability limits of \$100,000/\$500,000/\$100,000. When workers compensation insurance policy is applicable "other states" coverage is required.
4. Professional Liability: Minimum limits to be \$1,000,000.00 each wrongful act / annual aggregate.
5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Service Provider nor has the CITY assessed the risk that may be applicable to Service Provider. Service Provider shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Service Provider's insurance shall be primary, and any insurance or self-insurance maintained by the City shall be excess and not contribute with the coverage maintained by Service Provider.

C. Additional Insured. The City shall be listed by ISO endorsement or its equivalent as additional insureds for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Verification of Coverage.

1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations.
2. The insurance coverages are to be provided by Kansas admitted insurance companies with a Best's rating of at least A-: VII. Those not admitted must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, the name, address, and telephone number of the claim's office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Service Provider. The City may require written guarantees for

payment procedures of self-insured losses and related investigations, claims administration and cost of defense.

4. The commercial general liability policy shall not contain an endorsement excluding contractual or completed operations liability.

5. When any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.

6. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.

E. Cancellation. Each insurance policy required by this clause shall not be suspended, voided, or canceled by either party; except after thirty (30) days' written notice has been given to the City.

F. Sub-Contractors. All coverages for Sub-Contractors shall be subject to all of the requirements stated herein.

EXHIBIT E
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2020

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

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

PRODUCER Stahlka Agency, Inc 6724 Main St Williamsville NY 14221	CONTACT NAME: Jenny Loretz PHONE (A/C, No, Ext): (716) 634-7070 FAX (A/C, No): (716) 634-6411 E-MAIL ADDRESS: jloretz@emsinsurance.com
INSURED Avcorp Business Systems LLC Lineage Mailing Services LLC 8200 Nieman Road Lenexa KS 66214-1532	INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Ins. Co. NAIC # 25615 INSURER B: Phoenix Insurance Company 25623 INSURER C: Travelers Property Casualty Company of America INSURER D: Travelers Indemnity Co. Of America 25666 INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 19-20 L A E W**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			630-5K644713	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA2L223970	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-5K672994	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-5K667923	12/31/2019	12/31/2020	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Olathe 100 E Santa Fe Street Olathe KS 66061-3409	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mark E. Stahlka</i>
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EXHIBIT F
Certificate of Good Standing to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify,
that according to the records of this office.

Business Entity ID Number: 4752267

Entity Name: LINEAGE MAILING SERVICES LLC

Entity Type: FOR: LTD LIABILITY COMPANY

State of Organization: NY

Resident Agent: DAVID M. HILLERY

Registered Office: 8200 NIEMAN ROAD, LENEXA, KS 66214

was filed in this office on September 19, 2013, and is in good standing, having
fully complied with all requirements of this office.

No information is available from this office regarding the financial condition,
business activity or practices of this entity.



In testimony whereof I execute this certificate and affix
the seal of the Secretary of State of the state of Kansas
on this day of March 09, 2020

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1128310 - To verify the validity of this certificate please
visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID
number.