

AMENDMENT NO. 4
Citywide Duplicating Services
(RFP 18-03, Contract No. C17-1169)

This Amendment No. 4 (“the Amendment”) to the Agreement for Citywide Duplicating Services (the “Agreement”) is made this _____ day of June 2024 (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Exela Enterprises Solutions, Inc., a Delaware, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Novitex Enterprises Solutions, Inc. (“Contractor”) previously entered into the Agreement, classified by the City as Contract No. C17-1169, dated December 12, 2017; and
- B. The Agreement had an initial two (2) year period beginning December 12, 2017, and running through December 11, 2019, and provided the option to extend for an additional three (3) years renewable on an annual basis; and
- C. On or about March 1, 2018, Contractor amended its Articles of Incorporation to change its name from Novitex Enterprise Solutions, Inc. and such amendment was filed with the Secretary of State of Delaware on March 13, 2018; and on October 30, 2018, the parties entered into Amendment No. 1, which memorialized the assignment of all rights and obligations from Novitex Enterprise Solutions to Contractor; and
- D. City and Contractor entered into Contract Extension No. 1, extending the term of the Agreement from December 12, 2019, through December 11, 2020; and
- E. City and Contractor entered into Contract Extension No. 2, extending the term of the Agreement from December 12, 2020, through December 11, 2021; and
- F. City and Contractor entered into Contract Extension No. 3, extending the term of the Agreement from December 12, 2021, through December 11, 2022; and
- G. On December 12, 2022, the parties entered into Amendment No. 2, which extended the term of the Agreement from December 11, 2022, through June 11, 2023; and
- H. On June 12, 2023, the parties entered into Amendment No. 3, which extended the term of the Agreement from June 12, 2023, through June 11, 2024; and
- I. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a two-year period from June 12, 2024, through June 30, 2026, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The Scope of Work remains unchanged.
4. **Compensation.** The compensation will remain the same.
5. **Insurance Certificate.** The current certificate expires on December 15, 2024. A new insurance certificate must be provided prior to this date to the Materials Manager and the Contract Administrator in order for this Agreement to remain in effect.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager


ATTEST:

Julie K. Bower, City Clerk (SEAL)

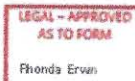
APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Exela Enterprises Solutions, Inc.
a Delaware Corporation



By: Mark Fairchild
Its: President Public Sector and Smart
Office



06-10-24

City of Glendale Reprographics Pricing

Digital Printing and Duplicating Services	Unit of Measure	Price
Pick-Up and Delivery	Per Trip	Free
B&W Printing 20# White Paper 8.5x11	Image	\$ 0.0224
B&W Printing 20# White Paper 8.5x11 30% Recycled	Image	\$ 0.0246
B&W 3-hole Punched 8.5 x 11 20#	Image	\$ 0.0255
B&W Printing 24# Paper 8.5x11	Image	\$ 0.0347
B&W Printing 24# Paper 8.5 x 11 30% Recycled	Image	\$ 0.0386
B&W Printing 20# Paper 8.5x14	Image	\$ 0.0296
B&W Printing 20# Paper 8.5x14 30% Recycled	Image	\$ 0.0336
B&W Printing 24# Paper 8.5x14	Image	\$ 0.0443
B&W Printing 20# Color Paper 8.5x11	Image	\$ 0.029
B&W Printing 20# Color Paper 8.5x14	Image	\$ 0.067
B&W Printing 20# Paper 11x17	Image	\$ 0.042
B&W Printing 20# Paper 11x17 30% Recycled	Image	\$ 0.055
B&W Printing 65# Cardstock Cover 8.5x11	Image	\$ 0.066
B&W Printing 65# Cardstock Cover 8.5x14	Image	\$ 0.077
B&W Printing 65# Cardstock Cover 11x17	Image	\$ 0.097
B&W Printing 24# AstroBrite Colors 8.5x11	Image	\$ 0.084
Color Printing 20# White Paper 8.5x11	Image	\$ 0.124
Color Printing 20# White Paper 8.5x11 30% Recycled	Image	\$ 0.126
Color Printing 24# White Laser 8.5x11	Image	\$ 0.138
Color Printing 24# White Laser 8.5x11 30% Recycled	Image	\$ 0.151
Color Printing 20# White Paper 8.5x14	Image	\$ 0.132
Color Printing 20# White Paper 8.5x14 30% Recycled	Image	\$ 0.154
Color Printing 24# White Laser 8.5x14	Image	\$ 0.146
Color Printing 20# White Paper 11x17	Image	\$ 0.252
Color Printing 20# White Paper 11x17 30% Recycled	Image	\$ 0.288
Color Paper 24# White Laser 11x17	Image	\$ 0.306
Color Paper 24# White Laser 11x17 30% Recycled	Image	\$ 0.330
Color Printing 20# White Paper 12x18	Image	\$ 0.52
Color Printing 20# White Paper 12x18 30% Recycled	Image	\$ 0.54
Color Printing 24# White Laser 12x18	Image	\$ 0.75
Postcards 4.25x5.5 B&W 2-Sided Printing 65# Cover	Per Card	\$ 0.06
Postcards 4.25x6 B&W 2-Sided Printing 65# Cover	Per Card	\$ 0.08
Postcards 5.5x8.5 B&W 2-Sided Printing 65#Cover	Per Card	\$ 0.11
Custom 5th Cut Tab Mylar Printed B&W	Tab	\$ 0.09
Type-Setting	Hour	\$ 39.66
Business Card Printing, 2-Color Flat Ink	Box/500	\$ 50.57
Paper 90# cover Stock (Additional fee added to the per image rate)	Sheet	\$ 0.034

Paper Coated Test Weight (additional fee added to the per image rate)	Sheet	\$ 0.057
Paper Coated Cover Stock (Additional Fee added to the per image rate)	Sheet	\$ 0.079
Cut to Bleed (additional fee added to the per image rate)	Sheet	\$ 0.057
Finishing Services	Unit of Measure	Price
Spiral Binding (Up to 1/2", includes clear cover and back)	Each	\$ 1.36
Comb Binding (Up to 1/2" Includes clear cover and back)	Each	\$ 1.36
Spiral Binding (Over 1/2", includes clear cover and back)	Each	\$ 1.65
Comb Binding (" Over 1/2", Includes clear cover and back)	Each	\$ 1.65
Shrink-Wrap	Each	\$ 0.39
Padding, with Chipboard	Each	\$ 0.36
Perfect Binding, Wrap Around Cover	Each	\$ 3.06
Laminating 8.5x11, .005 Thickness	Each	\$ 0.42
Laminating 8.5x14, .005 Thickness	Each	\$ 0.68
Laminating 11x17, .005 Thickness	Each	\$ 1.02
Machine Cutting	Sheet	\$ 0.006
Machine Folding	Sheet	\$ 0.02
Hand Folding	Sheet	\$ 0.11
Booklet Making, Trim creep	Each	\$ 0.26
Overize (Posters/Charts) Print and Finishing Services	Unit of Measure	Price
B&W Large Format (oversize) 24# White Paper	Sq/Ft	\$ 0.74
Color Large Format (oversize) 7 Mil Gloss or Matte	Sq/Ft	\$ 4.82
Laminating, Large Format, .005 thickness	Sq/Ft	\$ 4.76
Foam Core Mounting, 3/16" Foam	Sq/Ft	\$ 5.39
NCR Forms	Unit of Measure	Price
Single Sided: 2-Part NCR Stock \ 1	Form	\$ 0.18
Single Sided: 3-Part NCR Stock \ 1	Form	\$ 0.30
Single Sided: 4 Part NCR Stock \ 1	Form	\$ 0.41
Double Sided: 2-Pard NCR Stock \ 2	Form	\$ 0.19
Double Sided: 3-Pard NCR Stock \ 2	Form	\$ 0.31
Double Sided: 4-Pard NCR Stock \ 2	Form	\$ 0.43
SnapArt, Crash numbering, Drilling available upon request, please call for quote		
Mailing and Fulfillment Services	Unit of Measure	Price
Automated Inserting	Sheet	\$ 0.057
Inkjet Addressing	Each	\$ 0.079
Tabbing, Wafer Seal	Each	\$ 0.102
Off-Line Metering	Each	\$ 0.147
File formatting Address Fields Mail Merg	Hour	\$ 0.19
Verimove, CASS, Bulk Rate Pre-sort and Permit	Quote	Quote
Document Scanning	Unit of Measure	Price
Auto Feed Scanning (Includes document Preparation and Reassembly)	Image	\$ 0.055

Light Litigation Scanning (includes Document Preparation and Reassembly)	Image	\$ 0.077
Medium Litigation Scanning (includes Document Preparation and Reassembly)	Image	\$ 0.099
Heavy Litigation Scanning (includes Document Preparation and Reassembly)	Image	\$ 0.143
Glasswork Scanning (includes Document Preparation and Reassembly)	Image	\$ 0.187
Media Duplication	Unit of Measure	Price
CD Duplicating, Paper Label	Each	\$ 8.22
CD or DVD Duplicating (High Volume, 1000+)	Each	Quote
Additional Notes		
These prices are based on regular hours of operation M-F (8:00AM - 9:00 PM)		
Request for weekend or Holiday coverage at \$45.00 per hour, billed in addition to services provided.		
Service Level Agreement is 24 to 48 hours and subject to change due to project requirements and/or availability.		