

AMENDMENT NO. 4
Citywide Mailing Services
(RFP 18-02, Contract No. C17-1170)

This Amendment No. 4 (the “Amendment”) to the Agreement for Citywide Mailing 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. C17-1170, 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 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 is amended to be increased by \$290,000 for a new not-to-exceed amount of \$1,386,082.75.
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

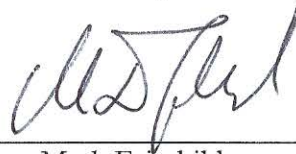
ATTEST:

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 of Public Sector and Smart
Office



06-10-24

Revised locations and estimated times:

Building	Department	Address	Estimated Pickup/Drop off
Adult Center	Budget & Finance	5970 West Brown St., Suite 210	12:30pm
Adult Center	Engineering	5970 West Brown St., Suite 210	12:30pm
Adult Center	Human Resources	5970 West Brown St., Suite 210	12:30pm
Adult Center	Adult Center	5970 W Brown St	12:30pm
Airport	Airport	6801 N Glen Harbor Blvd	2:20pm
Arrowhead Water Reclamation Facility	Arrowhead Water Reclamation Facility	8180 W Union Hills	1:00pm
Head Museum	Development Services	5754 W Glendale Dr	9:15am
Cholla Water Treatment Plant	Cholla Water Treatment Plant	4805 W Cholla	12:30pm
City Court Complex	City Court Complex	5711 W. Glendale	3:25PM
City Center Annex	City Clerk	5752 West Glenn Dr.	2:30pm
City Center Annex	Business Licenses, Tax Returns, Water Payments, Call Center	5752 West Glenn Dr.	9:00am
Community Housing	Community Housing	6842 N 61st Ave	3:15pm
Community Housing	Community Housing	6842 N 61st Ave	3:15pm
Emergency Operations Center	Emergency Operations Center	11550 W Glendale Ave	2:00pm
Field Operations	Field Operations	6210 W Myrtle Ave	3:20PM
Fire Department	Fire Department	11550 W Glendale Ave	2:00pm
Foothills Aquatics	Foothills Aquatics	5600 W Union Hills Dr	1:00pm
Foothills Public Library	Foothills Public Library	19055 N 57th Dr.	1:05pm
Foothills Public Safety	Foothills Public Safety	6255 W Union Hills Dr	1:15pm
Heroes Library	Heroes Library	6075 N 83rd Ave	2:50pm
Information Technology	Information Technology	6830 N 57th Dr.	3:30pm
Landfill	Landfill	11480 W Glendale Ave	2:00pm
Main Library	Internal Audit	5959 W Brown St	12:15pm
Main Library	Organizational Performance	5959 W. Brown St.	9:00am
Main Public Safety	Police	6835 N 57th Dr.	3:30pm
Main Public Safety	Glendale Family Advocacy Center	6835 N 57th Dr.	3:30pm
Marketing/Graphics/Special Events		5750 W Glenn Dr	9:00am
Media Center	City Managers office	9494 W Maryland	2:40pm
Media Center	Communications	9494 W Maryland	2:40pm
Media Center	Mayor and Elected Officials & staff	9494 W Maryland	2:40pm
Media Center	Intergovernmental Programs	9494 W Maryland	2:40pm
MRF Recycling	MRF Recycling	11480 W Glendale Ave	2:00pm
Oasis Water Treatment	Oasis Water Treatment	7070 W Northern Ave	3:00pm
Parks and Recreation	Parks and Recreation	5970 W. Brown St	13:30pm
Pyramid Peak Treatment Plant	Pyramid Peak Treatment Plant	28101 N 63rd Ave	1:25pm
Public Safety Building	Attorney - Prosecutor	6829 N. 58th Drive Suite 100	3:00pm
Transit/Field Operations Annex	Transit/Field Operations Annex	6210 W Myrtle Ave	3:15pm

Building	Department	Address	Estimated Pickup/Drop off
Transportation	Transportation	6210 W Myrtle Ave	3:15pm
Velma Teague Library	Velma Teague Library	7010 N 58th Dr	3:00pm
West Area Water Reclamation Facility	West Area Water Reclamation Facility	5901 W Glenn Harbor Blvd	1:45pm
ESD System of Care	Community Action Program	7677 W. Bethany Home Rd	2:45pm
Mail Services		5835 W Palmyra Ave	3:40pm
Westgate	Economic Development & Visitors Center	6751 N Sunset Blvd	1:20pm