

CITY CLERK
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C-8129-5
10/13/2016

AMENDMENT NO. 5
MAILING AND DUPLICATING SERVICES
(Solicitation No. RFP 12-39, Contract No. C-8129)

This Amendment No. five (5) ("Amendment") to the Mailing and Duplicating Services ("Agreement") is made this 13 day of October, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Novitex Enterprise Solutions, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Pitney Bowes Management Services, Inc. ("Contractor") previously entered into an Agreement for Duplicating and Mail Services, Contract No. C-8129, dated September 1, 2012 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning September 1, 2012 through August 31, 2013 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Amendment No. 1, extending the term of the Agreement from September 1, 2013 through August 31, 2014 and with a Mail Services Management Fee increase to \$9,304.41 per month; and
- D. City and Contractor previously entered into Amendment No. 2, authorizing Contractor to reassign contract to Novitex Enterprise Solutions, Inc.; and
- E. City and Contractor previously entered in Amendment No. 3, extending the term of the Agreement from September 1, 2014 through August 31, 2015; and
- F. City and Contractor previously entered in Amendment No. 4, which extended the term of the Agreement from September 1, 2015 through August 31, 2016 and increased the amount of the compensation in accordance with Exhibits A, B, and C not to exceed \$500,000 annually. Amendment No. 4 was also expanded the scope of work to include Mail Courier Service per Exhibit C; and
- G. 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.

8/10/16

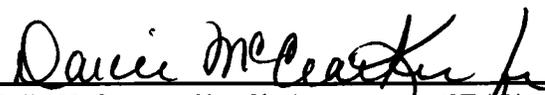
2. **Term.** The term of the Agreement is extended for a one-year period from September 1, 2016 through August 31, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement as amended, and except as set forth in this Amendment, shall remain in their entirety.
3. **Scope of Work.** The Scope of Work remains the same.
4. **Compensation.** The compensation of the Agreement is increased for the remaining term beginning September 1, 2016 to \$500,000 in accordance with Exhibit A; and shall not exceed \$500,000 for the remainder of the contract term.
5. **Insurance Certificate.** Current certificate will expire on October 1, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
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.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Ratification of Agreement.** City and Contractor hereby 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.

CITY OF GLENDALE, an Arizona
municipal corporation



Kevin R. Phelps, City Manager

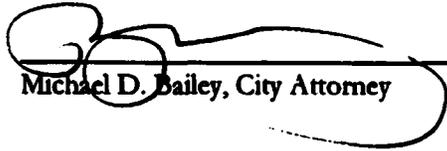
ATTEST:



Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

8/10/16


Michael D. Bailey, City Attorney

Novitex Enterprise Solutions, Inc.,
a Delaware corporation


By: _____
Its: _____

Exhibit A



Michelle Tierney
Executive Vice President
Service Delivery

Novitex Enterprise Solutions
Second Floor West
300 First Stamford Place
Stamford, CT
06902
T: 203-487-5406
michelle.tierney@novitex.com
www.novitex.com

August 18, 2016

City of Glendale
Susan Matousek
Revenue Administrator
5850 W. Glendale Ave.
Glendale, Arizona 85301

Dear Ms. Matousek,

Re: Escalator Increase – RFP 12-39

This letter will serve as notification to The City of Glendale Arizona regarding the proposed increase from Novitex Enterprise Solutions pursuant to exhibit "B Compensation", section 5.3 Extended Annual cost dated September 1, 2012.

The Consumer Price Index for all urban consumers for July 2016, reported in August 16, 2016, the index equates to a point eight three percent (0.83%) pricing increase.

Accordingly, your monthly Mail Services Management Fee will increase to \$9,550.62 per month effective with the September 2016 services.

All other terms and conditions of the Agreements shall remain in effect.

We appreciate the business partnership we enjoy with the City of Glendale Arizona and thank you for your business.

Should you have any questions or concerns please feel free to contact me at the number listed below.

Sincerely,

Michelle Tierney

E-Signed : 08/18/2016 09:15 AM CST

Michelle Tierney

michelle.tierney@novitex.com
IP: 70.215.7.207

Sertifi Electronic Signature
DocID: 20160818091342529