

**AMENDMENT NO. 4 TO CONTRACT NO. C16166822
BETWEEN THE CITY OF PALO ALTO AND
ARC DOCUMENT SOLUTIONS**

This Amendment No. 3 (this "Amendment") to Contract No.C16166822 (the "Contract" as defined below) is entered into as of June 2, 2025, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and ARC DOCUMENT SOLUTIONS, a Texas limited liability company, located at15091 Wicks Blvd, San Leandro, California, 94577, ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of Copier Equipment, Software, and Services, as detailed therein, with an annual not-to-exceed amount of \$367,068 for 5 years for a not-to-exceed amount of \$1,835,340, as detailed therein.

B. The Parties amended the Contract via Amendment No. 1 to increase the annual not-to-exceed amount from \$367,068 to \$408,068 for contract years 4 and 5 to cover higher-than-anticipated use of the Services during certain months of the year, and thereby increasing the not-to-exceed amount of the Contract from \$1,835,340 to \$1,917,340, as detailed therein.

C. The Parties amended the Contract via Amendment No. 2 to extend the term of the Contract by 6 months, from December 31, 2021 to June 30, 2022, as detailed therein.

D. The Parties amended the Contract via Amendment No. 3 to extend the term of the Contract for three additional years from June 30, 2022 to June 30, 2025, and to decrease the annual not-to-exceed amount from \$408,068 to \$306,000 per year, for a new Contract total not-to-exceed amount of \$2,835,340, as detailed therein.

E. The Parties now wish to amend the Contract to extend the term of the Contract for three additional years from June 30, 2025 to June 30, 2028, and to increase the annual not-to-exceed amount from \$306,000 to \$340,000 per year, for a new Contract total not-to-exceed amount of \$3,855,340, as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C16166822 between CONSULTANT and CITY, dated December 1, 2017, as amended by:

Vers.: Aug. 5, 2019

Amendment No.1, dated December 10, 2018
Amendment No.2, dated February 7, 2022
Amendment No.3, dated September 12,2022

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 2, "EXHIBITS," of the Contract is hereby amended to read as follows:

"2. EXHIBITS. The following exhibits are attached to and made a part of this Agreement:

- ☒ "A" – Scope of Services
- ☒ "A-1" – Exhibits
- ☒ "B" – Schedule of Performance
- ☒ "C" – Schedule of Fees
- ☒ "D" – Insurance Requirements
- ☒ "E" – IT Security Requirements

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED."

SECTION 3. Section 3, "TERM," of the Contract is hereby amended to read as follows:

"3. TERM. The term of this Agreement is from 12/01/2016 to 06/30/2028 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions. The Term of this Agreement shall be for (102) one hundred two months ("Term"), beginning on the date of installation. Thereafter, the term of this Agreement shall be renewed only upon mutual agreement, unless otherwise terminated by either party."

SECTION 4. Section 5, "COMPENSATION FOR ORIGINAL TERM," of the Contract is hereby amended to read as follows:

"5. COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONSULTANT agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- ☒ Not to exceed a maximum annual sum in Year 1, Year 2, and Year 3 of three hundred sixty seven thousand sixty eight dollars (\$367,068), in Year 4 and Year 5 of four hundred eight thousand sixty eight dollars (\$408,068), in Year 6, Year 7, and Year 8 of three hundred six thousand dollars (\$306,000), and in Year 9, Year 10, and Year 11 of three hundred forty thousand dollars (\$340,000) for a total not-to-exceed maximum compensation amount of the Agreement of three million eight hundred fifty-five thousand three hundred forty dollars (\$3,855,340).

Vers.: Aug. 5, 2019

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY."

SECTION 5. The following exhibits to the Contract are hereby amended or added, as indicated below, to read as set forth in the attachments to this Amendment, which are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 4", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "A-1" entitled "EQUIPMENT, AMENDMENT NO. 4", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C" entitled "SCHEDULE OF FEES, AMENDMENT NO. 4", AMENDED, REPLACES PREVIOUS.

SECTION 6. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 7. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

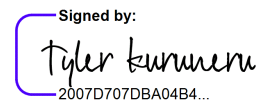
APPROVED AS TO FORM:

City Attorney or designee

ARC DOCUMENT SOLUTIONS

Officer 1

By:

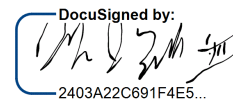
Signed by:

2007D707DBA04B4...

Name: Tyler Kuruneru

Title: Regional Vice President

Officer 2

By:

DocuSigned by:

2403A22C691F4E5...

Name: John J Zulli III

Title: Executive Vice President of Operations

Attachments:

EXHIBIT A: SCOPE OF SERVICES, AMENDMENT NO.4 (AMENDED, REPLACES PREVIOUS)

EXHIBIT A-1: EQUIPMENT, AMENDMENT NO.4 (AMENDED, REPLACES PREVIOUS)

EXHIBIT C: SCHEDULE OF FEES, AMENDMENT NO.4 (AMENDED, REPLACES PREVIOUS)

EXHIBIT A
SCOPE OF SERVICES, AMENDMENT NO.4
(AMENDED, REPLACES PREVIOUS)

SUMMARY

ARC Document Solutions, LLC ("ARC") will provide the Equipment, Software, and Services outlined in Exhibit A-1 (Equipment) and Exhibit C of this Agreement.

IMPLEMENTATION: ARC shall plan and coordinate with the CITY of Palo Alto ("CITY") a phased in implementation process of agreed to brand(s) and models of multi-functional printers, any other equipment (scanners), and the Abacus Managed Print Services (MPS) software. ARC's implementation process shall include assessment of each implementing CITY department's business work processes. The implementation shall also provide adequate MPS and equipment use training. The implementation process shall adequately assist the CITY in maximizing its use of the managed print services technology and the equipment technology, both of which allow the CITYs to print less and increase use of the CITY's electronic document management practices. The implementation schedule can be found in Exhibit B (Schedule of Performance) of this Agreement.

SERVICE LEVEL: During the Term, ARC shall provide onsite service and/or remote service (when access is allowed by CITY) during normal business hours ("Services"). Diagnosis will be performed within a 4-8 hour timeframe and resolution, when feasible, within 48 hours.

ONGOING SUPPORT, INSTALLATION, RELOCATIONS & REINSTALLATIONS: ARC and CITY agree to meet, as needed, to discuss service, volume, and/or new technologies. CITY agrees the Equipment shall not be relocated without the prior written approval of ARC. Relocation and software re-installation fees will be assessed at the time of the request at \$150.00 per hour. CITY agrees not to allow any sub-tenants with additional networks to use or access ARC Equipment without the prior approval of ARC.

CITY may option to have ARC change out the brand and/or model of equipment at any one or more locations. If the CITY places three (3) service calls on any given Multifunctional Device (MFD) copier within a month, ARC will escalate to the equipment manufacturer. If the MFD copier has not been fixed and the issue(s) still persists within ninety (90) days, a like-for-like copier equipment (L4L) will be rendered. CITY is advised by ARC to limit equipment variety wherever possible in order to sustain end user consistency of equipment use within the MPS environment. CITY may option to have ARC replace any equipment at any location that is found to be deficient in performance. CITY may at any time exercise its option to have ARC remove any of the equipment ARC provides at any location without penalty or cost to the CITY.

PAPER SUPPLY: Included as part of the service, ARC will supply copier/printer paper in the type/grade required by the city. ARC will be remotely monitoring paper usage, toner usage, and all equipment activity, in an effort to maintain 100% uptime performance. Paper will be automatically delivered to the various departments where equipment is located, based on the appropriately monitored usage levels of each equipment unit. This means the intervals and amounts of cases of paper shipped will vary by location based on usage rates in each location.

ONSITE SUPPORT: CONSULTANT to Provide One (1) Part-Time Onsite Employee to replace paper and toner at all scheduled locations.

HARD-DRIVE SECURITY PROCEDURES for multi-function devices at ARC MPS Locations:

Removal of existing customer data and information from a machine's hard disk drive at replacement or return at end of term:

For Xerox devices: Jobs may be written to nonvolatile memory (e.g. to a hard drive) during processing. Generally, when a job finishes, this data is deleted but may still be recoverable using forensic tools. Image overwrites is effective at eliminating this job data from the hard drive once the data is no longer needed. Xerox also scrambles the data with the user data encryption feature. This further protects data at rest from unauthorized access.

Countermeasures are built into products to reduce this risk. ARC will be enabling the following features upon deployment:

- **Immediate Job Overwrite or Immediate Image Overwrite** is a feature that deletes and overwrites (with a specific data pattern) disk sectors that temporarily contain electronic image data. Products that use hard disk drives to store job data initiate this process at the completion of each job. This conforms to NIST Special Publication 800-88 Rev1. This should be enabled (and is by default on many products).
- **On Demand Image Overwrite** is a manually initiated (can also be scheduled) feature that deletes and overwrites (with a specific data pattern) every sector of any partitions of the hard drive that may contain customer data. The device will be offline for a period of 20 minutes to one hour while this is completed. This conforms to NIST Special Publication 800- 88 Rev1. ODIO is effective as an extra protection step when the utmost in security is needed.
- **Disk or User Data Encryption** is a feature which encrypts all partitions of the hard drive that may contain customer data with AES encryption. This should be enabled (and is by default on many products). Encryption can be used in combination with either Overwrite feature.

For any other brand of ARC provided multifunctional printer devices: The technology and means may differ according to brand. ARC and the City will address by Contract amendment.

Lease Buyout Provision

As required by the agreement, ARC will provide like-for-like, updated equipment, as needed, by the CITY. ARC will obtain equipment through purchases, and leasing options, at ARC's discretion. Leasing options will not exceed 60 months. In the event, after the two-year agreement expires, the CITY replaces ARC with a new provider, it is understood by all parties that the new provider will assume full fiduciary responsibility for all outstanding lease obligations owed to the leasing party/parties by ARC, for all equipment under the contract, beginning on the day termination of service occurs. Equipment owned by ARC, deployed and residing with the CITY under the contract, will be returned within 30 calendar days after termination of services occurs. The CITY will be responsible for all costs associated with deinstallation, removal, and transportation of the ARC-owned equipment to an agreed-to ARC facility.

For any non-ARC provided, decommissioned multifunctional printer devices: at the request of the City, ARC will e-waste the machines for a fee of \$125 per unit and offer two options:

- Remove and leave the Hard Drive to the City
OR
- Format the Hard Drive (this takes 1-5 hours depending on the amount of information stored)

When ARC is removing or replacing any Multifunctional Printer devices, a sign off certification sheet validating the removal of customer data and information will be provided to the City's IT department.

ABACUS V.5 TRACKING SOFTWARE:

- Implement Abacus to enable/encourage continuous improvement of sustainable printing practices with Rules Based Printing to reduce hardcopy/color printing/costs, to encourage paperless workflows and redirect large print jobs to the print center. Print Retrieval to improve confidentiality and to eliminate wasted prints saving paper.
- Print and Copy Tracking to identify, track and allocate costs to appropriate departments
- Print & Archive / Scan to Archive workflow to SkySite InfoLink
- Data Cost Agent to automatically replenish toner for networked devices and reduce admin time managing ink/toner/paper inventory, proactively monitor error messages and create a more proactive approach to printer support to reduce downtime.
- Serverless means you don't need to have a separate print server anymore. All the print drivers and defaults are deployed and managed from Abacus software. **You*

do still need a server for Abacus, but that's the only requirement

- *With Serverless printing* the print device fleet can be segmented to allow for cleaner management of print devices, showing the end users only the print devices they need.
- *Abacus 5 is more secure and uses current SSL and TLS protocols for communication.*
- *Abacus 5 can* centrally manage scanning on the devices, removing the need to configure scanning on each individual device. Scan to Email and/or folder is controlled via Abacus and deployed to the devices via the Abacus interface.
- *The Scan to Desk* feature allows the users to initiate a scan from the device and save the file at their desk to any location via the Abacus client. This feature removes the need to have SMB shares where scans are stored and orphaned.

Software to include Abacus; Print Management User Licenses (705 Users), Abacus Print Management Device Licenses (69 Devices), On-Site Installation & Training, Annual Support, Installation of RFID Card Readers to all MFD copiers.

REPORTING: ARC will provide reports to CITY of Palo Alto's Department / Division level managers on established intervals (monthly and quarterly). ARC will provide enterprise-wide activity reports quarterly to the CITY's executive and environmental management. Reports will range in detail from equipment usage activity to individual desktop user activity. ARC representatives are available to help review and interpret report data as needed.

EXHIBIT A-1
EQUIPMENT, AMENDMENT NO.4
(AMENDED, REPLACES PREVIOUS)

| Locations | Model | Serial | Type | Action Notes |
|---|----------------|---------------|-------------|---------------------|
| City of Palo Alto- Accounts Payable Office | Xerox WC 6655 | E1B082364 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Admin/Accounting - 4th Floor | XEROX WC 7830 | MX1058297 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Airport | XEROX WC 7830 | MX1058301 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Art Center | XEROX WC 7835 | MX1058311 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Bayland Nature Center | XEROX WC 7835 | MX1058306 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Baylands Ranger Station | XEROX WC 7830 | MX1057986 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Children's Library | XEROX WC 7830 | MX1057938 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Children's Theatre | XEROX WC 7845 | MX4493284 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- City Clerk | AltaLink C8170 | EFQ268784 | MFD-Color | Updated Printer |
| City of Palo Alto- City Manager | XEROX WC 7855 | MX4493685 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- College Terrace Library | XEROX WC 7845 | MX4494617 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Cubberly D-4 | XEROX WC 7855 | MX4493711 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Cubberly Main Office T2 | XEROX WC 7845 | MX4494848 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Development Center (Lobby) | XEROX WC 7830 | MX1057930 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Development Center (Rear Office) | XEROX WC 7830 | MX1058248 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- DSD (Back Office) | AltaLink C8045 | 8TB565057 | MFD-Color | Updated Printer |
| City of Palo Alto- Facilities (Bldg. B) | XEROX WC 7830 | MX1058302 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Fire Department/Admin | XEROX WC 7845 | MX4493561 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Fire Station #1 | XEROX WC 7845 | MX4494693 | MFD-Color | Subject to Upgrade |

Vers.: Aug. 5, 2019

| | | | | |
|---|----------------------|---------------|----------------|--------------------|
| City of Palo Alto- Fire Station #2 | XEROX WC 7835 | MX1058292 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Fire Station #6 | XEROX WC 7845 | MX4495079 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Foothills Park | XEROX WC 7845 | MX4493464 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- HR 250H | XEROX WC 7970 | B0W869825 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- IT/Information Resouces | XEROX WC 7830 | MX1058298 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- IT/Information Resouces | Konica Bizhub 658e | AA6R011000695 | MFD-Monochrome | Upgrade as Needed |
| City of Palo Alto- IT/Information Resouces | Konica Bizhub 658e | AA6R011000084 | MFD-Monochrome | Upgrade as Needed |
| City of Palo Alto- IT/Information Resouces | Konica Bizhub 658e | AA6R011000047 | MFD-Monochrome | Upgrade as Needed |
| City of Palo Alto- Junior Museum Zoo | XEROX WC 7845 | MX4494633 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Legal | XEROX WC 7855 | MX4494629 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Library @ Forest (admin) | XEROX WC 7845 | MX4495054 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Main Library (Rinconada) | XEROX WC 7830 | MX1058222 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Mitchell Park Library | Xerox Altalink C8245 | ZRC722904 | MFD-Color | Updated Printer |
| City of Palo Alto- Mitchell Park Library (2ND FL) | HP CLJ4301FDN | CNBRBP7L2 | MFD-Color | Updated Printer |
| City of Palo Alto- Municipal Services | XEROX WC 7845 | MX4272875 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Municipal Services | AltaLink C8045 | 8TB598569 | MFD-Color | Updated Printer |
| City of Palo Alto- Office of Management and Budget- 1st Floor | XEROX WC 6655 | E1B976445 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Park & Open Space, Golf (Bldg. A) | XEROX WC 7845 | MX4495098 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Planning | XEROX WC 7855 | MX4493566 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Plotter Room | XEROX WC 7830 | MX1058283 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Police Administration | XEROX WC 6655 | E1B086023 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Police Administration | XEROX Altalink C8245 | ZRC712574 | MFD-Color | Updated Printer |

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|---|----------------------|-----------|-----------|--------------------|
| City of Palo Alto- Police Dispatch | XEROX WC 7830 | MX1058271 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Police Records/Front Desk | AltaLink C8155H | EHQ367121 | MFD-Color | Updated Printer |
| City of Palo Alto- Police Report Writing/POD | AltaLink C8145H | EHQ243042 | MFD-Color | Updated Printer |
| City of Palo Alto- Public Works Admin/Eng | XEROX WC 7845 | MX4494640 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Public Works Admin/Eng | XEROX WC 7855 | MX4493077 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Public Works Admin/Eng | XEROX Altalink C8045 | 8TB598569 | MFD-Color | Add by Kaiya Young |
| City of Palo Alto- Public Works Department - Zero Waste | AltaLink C8145 | 8TB573818 | MFD-Color | Updated Printer |
| City of Palo Alto- Public Works Operations (Bldg. C) | XEROX WC 7845 | MX4493664 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Recreation/Lucy Stern | XEROX WC 7845 | MX4494609 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- REFUSE | XEROX WC 7830 | MX1058295 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Revenue Collection | XEROX WC 7830 | MX1057987 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Stores (Bldg. A) | XEROX WC 6655 | E1B976603 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Teen Center | XEROX WC 7845 | MX4493106 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Utilities Admin (3rd Fl) | AltaLink C8070 | 6TB447334 | MFD-Color | Updated Printer |
| City of Palo Alto- Utilities Control | XEROX WC 7830 | MX1058293 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Utilities Customer Services (Ground Floor) | XEROX WC 7830 | MX1058304 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Utilities Customer Services 2nd Floor | XEROX WC 7845 | MX4494581 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Utilities Electrical Ops (Bldg. C) | XEROX WC 7845 | MX4495060 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Utilities Engineering (Lobby) | XEROX WC 7845 | MX4494696 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Utilities Engineering (Side) | XEROX WC 7830 | MX1058309 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Utilities Meter Dept. (Bldg. C) | XEROX WC 7845 | MX4492948 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Water Gas Wastewater (Bldg. C) | XEROX WC 7845 | MX4494719 | MFD-Color | Subject to Upgrade |

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|--|-----------------------------|------------|-----------|--------------------|
| City of Palo Alto- Water Quality Admin (WMA-8) | XEROX WC 7835 | MX1058220 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Water Quality Control Plan - Admin Building | Color LaserJet MFP E78330dn | CNB1PDY21G | MFD-Color | Updated Printer |
| City of Palo Alto- Water Quality Maintenance (WMA-19) | XEROX WC 7845 | MX4493577 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Water Quality Office Trailer | AltaLink C8035 | 3TX394102 | MFD-Color | Updated Printer |
| City of Palo Alto- Water Quality Operations (WMA-4) | XEROX WC 7845 | MX4492921 | MFD-Color | Subject to Upgrade |
| City of Palo Alto- Water Quality Plant Manager #110 | XEROX WC 7845 | MX4272838 | MFD-Color | Subject to Upgrade |

EXHIBIT C
SCHEDULE OF FEES, AMENDMENT NO. 4
(AMENDED, REPLACES PREVIOUS)

Compensation based upon fee schedule CITY shall pay CONSULTANT according to the following rate schedule. The maximum amount of compensation to be paid to CONSULTANT, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Section 5 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

| | |
|---|-----------------------|
| ORIGINAL CONTRACT: | ANNUAL COST: |
| Year 1 (Dec 1, 2016 - Dec 31, 2017) | \$367,068 |
| Year 2 (Jan 1, 2018 - Dec 31, 2017) | \$367,068 |
| Year 3 (Jan 1, 2019 - Dec 31, 2019) | \$367,068 |
| Subtotal of Original Contract: | \$1,101,204 |
| AMENDMENT NO 1: | ANNUAL COST: |
| Year 4 (Jan 1, 2020 - Dec 31, 2020) | \$408,068 |
| Year 5 (Jan 1, 2021 - Dec 31, 2021) | \$408,068 |
| Subtotal of Amendment No. 1: | \$816,136 |
| AMENDMENT NO 2: (Jan 1, 2021 - June 30, 2022) | Term extension only |
| AMENDMENT NO 3: | ANNUAL COST: |
| Year 6 (July 1, 2022 - June 30, 2023) | \$306,000 |
| Year 7 (July 1, 2023 - June 30, 2024) | \$306,000 |
| Year 8 (July 1, 2024 - June 30, 2025) | \$306,000 |
| Subtotal of Amendment No. 3: | \$918,000 |
| Year 9 (July 1, 2025 - June 30, 2026) | \$340,000 |
| Year 10 (July 1, 2026 - June 30, 2027) | \$340,000 |
| Year 11 (July 1, 2027 - June 30, 2028) | \$340,000 |
| Subtotal of Amendment No. 4: | \$1,020,000.00 |
| TOTAL NOT TO EXCEED (Sum of Original and Amend No. 1,3 & 4): | \$3,855,340 |

(EXHIBIT C IS CONTINUED ON THE FOLLOWING PAGES.)

ARC SET PRICE**Equipment (Place)**

| Quantity | Equipment | Monthly Unit Base Price | Monthly Total Base Price |
|----------|---|-------------------------|--------------------------|
| 1 | See Exhibit A-1 (69 Total Devices) | \$0.00 | \$0.00 |
| 1 | Abacus Advanced Billing Package 705 Licenses (@ \$1.00/license) | Monthly | \$705.00 |
| 1 | Skysite suscription | Yearly | \$16,422.00 |

Equipment (Remove)

| Quantity | Equipment |
|----------|------------------------------|
| 1 | See Exhibit A-1 (12 Devices) |

On-Site Service Rates

| Service | Unit of Measurement | Price |
|--|---------------------|--------|
| Small Format B&W (8 1/2 x 11) | Impression | \$0.09 |
| Small Format Color (8 1/2 x 11) | Impression | \$0.27 |
| Small Format B&W (8 1/2 x 11) KM Bizhub 658e - Invoice Pnter | Impression | \$0.03 |

NOTE: Small Format Media Rates Include Ink/Toner & 20# Bond Paper ("Standard Consumables"); 11 x 17 will be charged as two times 8 1/2 x 11.
 Minimum yearly usage \$250,000.00 to apply on existing ARC fleet. Any additional MFD Printer take over will require a \$132.00 monthly base charge.

Client Location Where Equipment Will Reside

| Address | City | State | Zip Code | Country |
|-----------------|-----------|-------|----------|---------------|
| See Exhibit A-1 | Palo Alto | CA | 94301 | United States |

Appendix A (Equipment & Location) is hereby attached and incorporated into this Exhibit C (Schedule of Fees) by reference as though fully set forth herein.

Certificate Of Completion

Envelope Id: 5C6200F3-6D4C-46F5-868D-7613DA89260F

Status: Completed

Subject: Complete with Docusign: FINAL Amend No.4 C16166822 ARC Copier.pdf

Source Envelope:

Document Pages: 14

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Alice Harrison

AutoNav: Enabled

250 Hamilton Ave

Envelopeld Stamping: Enabled

Palo Alto , CA 94301

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

alice.harrison@paloalto.gov

IP Address: 71.204.184.225

Record Tracking

Status: Original

Holder: Alice Harrison

Location: DocuSign

5/6/2025 4:10:52 PM

alice.harrison@paloalto.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Palo Alto

Location: Docusign

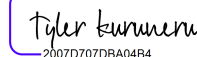
Signer Events

Signature

Timestamp

Tyler Kuruneru

Signed by:


2007D707DBA04B4...

Sent: 5/6/2025 4:15:23 PM

Tyler.Kuruneru@e-arc.com

Viewed: 5/6/2025 5:25:32 PM

Regional Vice President

Signed: 5/6/2025 5:27:29 PM

ARC Document Solutions LLC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

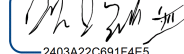
Using IP Address: 76.133.210.92

Electronic Record and Signature Disclosure:

Not Offered via Docusign

John J Zulli III

DocuSigned by:


2403A22C691F4E5...

Sent: 5/6/2025 5:27:30 PM

john.zulli@e-arc.com

Resent: 5/13/2025 8:10:13 AM

Executive Vice President of Operations

Viewed: 5/13/2025 9:25:46 AM

ARC Document Solutions

Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication
(None)

Using IP Address: 162.194.144.106

Signed: 5/13/2025 9:25:56 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

David Ramberg

COPIED

Sent: 5/13/2025 9:25:58 AM

David.Ramberg@cityofpaloalto.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

| Carbon Copy Events | Status | Timestamp |
|---|--------|----------------------------|
| Alyssa Ching alyssa.ching@cityofpaloalto.org Administrative Assistant Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/13/2025 9:25:58 AM |
| Sidy Ndiaye sidy.n@e-arc.com GM Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/13/2025 9:25:59 AM |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 5/6/2025 4:15:23 PM |
| Certified Delivered | Security Checked | 5/13/2025 9:25:46 AM |
| Signing Complete | Security Checked | 5/13/2025 9:25:56 AM |
| Completed | Security Checked | 5/13/2025 9:25:59 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|