



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2023

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 Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	CONTACT NAME: Whitney Cotter PHONE (A/C No. Ext): 5154408415 E-MAIL ADDRESS: whitney_cotter@ajg.com	FAX (A/C No.): 515-457-8849													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : StarNet Insurance Company</td> <td>40045</td> </tr> <tr> <td>INSURER B : Berkley Regional Insurance Company</td> <td>29580</td> </tr> <tr> <td>INSURER C : Berkley National Insurance Company</td> <td>38911</td> </tr> <tr> <td>INSURER D : Associated Industries Insurance Co, Inc</td> <td>23140</td> </tr> <tr> <td>INSURER E : Coalition Insurance Solutions, Inc.</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : StarNet Insurance Company	40045	INSURER B : Berkley Regional Insurance Company	29580	INSURER C : Berkley National Insurance Company	38911	INSURER D : Associated Industries Insurance Co, Inc	23140	INSURER E : Coalition Insurance Solutions, Inc.		INSURER F :
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INSURED DocuFree Corporation 1775 founders parkway Alpharetta, GA 30009	DOCUCOR-02														

COVERAGES

CERTIFICATE NUMBER: 15726049

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TCP 7018141 12	4/18/2023	4/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		TCP 7018141 12	4/18/2023	4/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		TCP 7018141 12	4/18/2023	4/18/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	TWC 7018142 12	4/18/2023	4/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	Tech E&O/Cyber - \$5M		TEO 7018143 12	4/18/2023	4/18/2024	Limit \$5,000,000
D	Tech E&O/Cyber - \$5M x \$5M		AES1236316-00	6/30/2023	4/18/2024	Limit \$5,000,000
E	Tech E&O/Cyber - \$5M x \$10M		C-4LRU-184965-CEPMM-2023	6/30/2023	4/18/2024	Limit \$5,000,000

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

Tech E&O/Cyber - \$5M x \$15M
 Term: 6/30/2023 - 4/18/2024
 Policy #01MRCT0000287-00
 Carrier: Munich RE Syndicate 457 at Lloyds
 Limit: \$5,000,000

Crime/Fidelity - Theft of Client Assets
 Term: 4/18/2023 - 4/18/2024
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City Procurement (CCPA)
 6000 East Fourth Street
 Charlotte NC 28202

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED DocuFree Corporation 1775 founders parkway Alpharetta, GA 30009	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy #107249460
 Carrier: Travelers Casualty and Surety Co of America
 Limit: \$5,000,000

Employment Practice Liability
 Term: 4/18/23 - 4/18/24
 Policy # 107249460
 Carrier: Travelers Casualty and Surety Co. of America
 Limit: \$2,000,000

Property
 Term: 4/18/23 - 4/18/24
 Policy # TCP701814112
 Carrier: StarNet Insurance Company
 Limit: \$3,500,000 Business Personal Property including EDP

City Procurement (CCPA) is Additional Insured.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE
CITYWIDE DOCUMENT MANAGEMENT SERVICES

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE CITYWIDE DOCUMENT MANAGEMENT SERVICES (this "Fourth Amendment") is made and entered into this 19 of October 2023, by and between Docufree Corporation, a Georgia corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and Advanced Imaging Systems, Inc. entered into an Agreement for Citywide Document Management Services dated November 1, 2020 (the "Contract").
- B. The parties amended the Contract to incorporate additional language in Service Terms Section 6 "City Ownership of Work Product".
- C. The parties amended the Contract to make adjustments to unit pricing and to incorporate certain other changes.
- D. The parties amended the Contract to make adjustments to the Pricing Schedule.
- E. The Company now seeks to assume Advanced Imaging System's rights, title, interest, and responsibilities under the Agreement.
- F. The parties now desire to amend the Contract to extend the Term of the Contract by the first of two (2) one-year renewal terms, to make adjustments to unit pricing, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Fourth Amendment by reference.
2. Defined terms used in this Fourth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Fourth Amendment extends the Term of the Contract by the first of two (2) one-year renewal terms to expire on October 31, 2024.
4. This Fourth Amendment incorporates unit price increases in Exhibit A – Price Schedule due to enhanced functionality and increased security capabilities.
5. The Company hereby assumes all of Advanced Imaging Systems's rights, title, interest, and responsibilities under the Agreement as stated in Exhibit B – Consent of Customer.
6. All references to "Advanced Imaging Systems, Inc." in the Agreement are hereby deemed to state "Docufree Corporation".
7. Section 15 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:

REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION. Docufree Corporation agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Docufree Corporation consents to be bound by the award of any arbitration conducted thereunder.

8. Section 23-25 of the Contract ("The Federal Transit Administration Contracting Terms") is hereby appended as follows:

23. Prohibition on Contracting for Covered Telecommunications Equipment or Services. The Company, by entering into this Contract certifies that, consistent with 2 C.F.R. § 200.216 it will not use "covered telecommunications equipment or services" (as that term is defined in Section 889 of Public Law 115-232) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system provided under this Contract. The Company will include a requirement not to use such "covered telecommunications equipment or services" in any subcontracts for the provision of "covered telecommunications equipment or services" let under this Contract. "

As used in this clause "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Covered telecommunications equipment or services" as used in this clause, includes but is not limited to:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c) Telecommunications or video surveillance services provided by such entities listed in a) or b) or using such equipment provided by entities listed in a) or b).
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

24. Notice of Disputes, Breaches, Defaults, and Litigation. If a current or prospective legal matter that may affect the City or the Federal Government emerges, the Company must notify the City. The Company must include a similar notification requirement in each of its subcontracts for twenty-five thousand dollars (\$25,000) or more.

- a) Legal disputes that require notification under this provision include, but are not limited to, a major dispute, breach, default, litigation, or naming the City or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b) Matters that may affect the Federal Government (and thereby the City) include, but are not limited to, the or the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- c) Additional Notice to U.S. DOT Inspector General. The Company must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for FTA Region 4, if the Company has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false

claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is the subject of this Contract, another Contract funded by the FTA, or an agreement involving a principal, officer, employee, or agent of the Company. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Company. In this paragraph, "promptly" means to refer information without delay and without change.

- 25. Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the Company should, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
9. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
10. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fourth Amendment to be executed as of the date first written above.

DOCUFREE CORPORATION:

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: See Attachment Below
(signature)

PRINT NAME: KERRY L. BYLER

PRINT NAME: _____

TITLE: EXP + CFO

TITLE: _____

DATE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: October 18, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2024000278(2021000423)

Amendment #: 4

Contract Name: Citywide Document Management Services

Vendor Legal Name: Docufree Corporation

Vendor #: 318961

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f08f2b82106208b08804836a6d96b8

EXHIBIT A – PRICE SCHEDULE

Scanning Services					
Services	Unit Of Measure	Current Contract Price	Amendment # 4 Price	Additional information	Company
Regular Scanning of 8½"x11" Records	Per Image	\$.075	\$0.08	Include all Scanning, Quality Control. Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.	AIS/Docufree /Docufree
Regular Scanning of 8½"x14" Records	Per Image	\$.075	\$0.08	Include all Scanning, Quality Control. Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.	AIS/Docufree /Docufree
Regular Scanning of 11"x17" Records	Per Image	\$.075	\$0.08	Include all Scanning, Quality Control. Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.	AIS/Docufree /Docufree
Bulk Scanning of 8½"x11" Records	Per Image	\$.06	\$0.06	(1 to 500,000 images) Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.	AIS/Docufree
	Per Image	\$.055	\$0.06	(500,001 to 1,000,000 images) Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.	AIS/Docufree
	Per Image	\$.045	\$0.05	(1,000,001 to 3,000,000 images) Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.	AIS/Docufree
	Per image	\$.043	\$0.04	(3,000,001 + images) Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.	AIS/Docufree
Bulk Scanning of 8½"x14" Records	Per Image	\$.06	\$0.06	(1 to 500,000 images) Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.	AIS/Docufree
	Per Image	\$.055	\$0.06	(500,001 to 1,000,000 images) Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.	AIS/Docufree

Contract#: 2024000278
Original Contract# 2021000423
Amendment#: 4
Vendor#: 318961

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	Per Image	\$.043	\$0.04	(3,000,001 + images) Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.	AIS/Docufree
Bulk Scanning of 11" x 17" Records	Per Image	\$.06	\$0.06	(1 to 500,000 images) Company shall provide climate-controlled records storage, 100% image by image inspection with a 100% quality guarantee and image resolution up to 300 dpi bitonal.	AIS/Docufree
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Services	Unit Of Measure	Current Contract Price	Amendment # 4 Price	Additional information	
Setup/Preparation of Records	Per Hour	\$21.00	\$21.00	Average Prepper processes 1,000 pages per hour per person, maintaining an accuracy rating of 99.993%. Operations staff are all full-time employees with incentive-based compensation tied to quality and production along with profit sharing.	AIS/Docufree
Transportation fee	Per Trip	\$40.00	\$40.00	Pickup from City or deliver to City (round-trip). AIS/Docufree full-time drivers with AIS/Docufree vehicles; insured and bonded.	AIS/Docufree

Storage in Records Management Portal *Pricing	Per Image / Per Month	\$250.00	\$250.00	(1 to 100 GBs) SOC 2 Certified Complete Hosted Enterprise Document Management Software, includes unlimited concurrent users	AIS/Docufree
	Per Image / Per Month	\$500.00	\$500.00	(101 to 500 GBs) SOC 2 Certified Complete Hosted Enterprise Document Management Software, includes unlimited concurrent users	AIS/Docufree
	Per Image / Per Month	\$750.00	\$750.00	(501 to 1000 GBs) SOC 2 Certified Complete Hosted Enterprise Document Management Software, includes unlimited concurrent users	AIS/Docufree
	Per Image / Per Month	\$995 - \$5,000	\$995 - \$5,000	(1 TB to Unlimited) SOC 2 Certified Complete Hosted Enterprise Document Management Software, includes unlimited concurrent users	AIS/Docufree
Copy Records to CD - R	Per CD	\$5.00	\$5.00	700 MB of storage on disk; encrypted per SOC 2 Type 2 Report/Specs	AIS/Docufree
Copy Records to CD - RW	Per CD	\$5.00	\$5.00	700 MB of storage on disk; encrypted per SOC 2 Type 2 Report/Specs	AIS/Docufree
Copy Records to flash drive	Per Flash Drive	\$150.00	\$150.00	Includes up to 1 TB of encrypted storage per SOC 2 Type 2 Report/Specs	AIS/Docufree
Copy Records to portable hard drive	Per Hard Drive /	\$18.00	\$18.00	Device can be supplied by Client or by AIS/Docufree per recommendations provided to meet security requirements per SOC 2 Report	AIS/Docufree

Additional Services					
Services	Unit Of Measure	Current Contract Price	Amendment # 4 Price	Additional information	
Professional Services	Per Hour	\$125	\$125 - \$250	Data migration from system A to B and/or specific written software or professional services provided. Services shall be utilized when applicable.	AIS/Docufree
Data Acquisition Services	Per File / Record	\$2.25	\$2.25	Record Retention Schedule Cleanup of files to sort and utilize code and incentive-based labor to organize files that have met their retention schedule mitigating legal risk to agencies that may be storing records past their legal retention schedule. Services shall be utilized when applicable.	AIS/Docufree
Short-term Climate-controlled	Per Box / Per	\$3.00	\$3.00	Month to month short term secure climate-controlled records storage, either pre-scan or post-scanning.	AIS/Docufree
Onsite Purging Services	Per (AIS/Docufree) Box	\$49.00	\$49.00	AIS/Docufree team comes onsite to the client's site to purge files from client offices, boxes up files and creates an electronic log sheet manifest of complete contents in a box at the file level. Includes box cartons, onsite labor, digital equipment to log each file, round trip transportation and 1 year of climate-controlled box storage.	AIS/Docufree

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Amendment#: 4
Vendor#: 318961

CCPA Transportation Options	Per Mile	\$.95	\$1.10	Transportation costs include AIS/Docufree staff members driving AIS/Docufree vehicles, which are insured and bonded. Travel time is included.	AIS/Docufree
Indexing Documents	Per Keystroke	\$.015	\$0.02	Manual Data Entry after the included 2 fields; double key verification for accuracy. Services shall be utilized when applicable.	AIS/Docufree
Database Match & Merge Indexing	Per Keystroke	\$0.04	\$0.04	Matching Client Database with scanned images; double key verification. Services shall be utilized when applicable.	AIS/Docufree
Large Format Scanning	Per Image	\$1.25 - \$2.75	\$1.25 - \$2.75	Large Format Scanning up to 600 dpi resolution in color, bitonal, or greyscale. Range is based on the size of the drawing A-E size.	AIS/Docufree
Color Scanning (up to 12" x 18")	Per Image	\$0.02	\$0.02	Up to 600 dpi resolution. Services shall be utilized when applicable. Standard scanning rates apply.	AIS/Docufree