



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2023

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 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 GREGORY & APPEL INC 36211565 1402 N CAPITOL STE 400 INDIANAPOLIS IN 46202	CONTACT NAME:	
	PHONE (317) 634-7491 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Twin City Fire Insurance Company	NAIC# 29459
INSURED CST Data by Cornerstone, LLC PO BOX 215 KIRKLIN IN 46050-0215	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		36 SBA BB1088	02/05/2023	02/05/2024	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			36 SBA BB1088	02/05/2023	02/05/2024	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE	OTHER
A	FAILSAFE TECHNOLOGY E OR O			36 SBA BB1088	02/05/2023	02/05/2024	Each Glitch	\$1,000,000
							Aggregate	\$1,000,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy. Re: Contract #2024000280-1 - Citywide Document Management Services

CERTIFICATE HOLDER

City of Charlotte
600 E 4TH ST
CHARLOTTE NC 28202-2816

CANCELLATION

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

Susan L. Castaneda

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
CITYWIDE DOCUMENT MANAGEMENT SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE CITYWIDE DOCUMENT MANAGEMENT SERVICES (this "First Amendment") is made and entered into this 26 of October 2023, by and between CST Data by Cornerstone, LLC a Limited Liability 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 CST Data, LLC entered into an Agreement for Citywide Document Management Services dated November 1, 2020 (the "Contract").
- B. The Company now seeks to assume all of CST Data, LLC's rights, titles, interests, and responsibilities under the agreement.
- C. 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 update the Price Schedule, 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 First Amendment by reference.
2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Company hereby assumes all of CST Data, LLC's rights, title, interest, and responsibilities under the Agreement.
4. All references to "CST Data, LLC" in the Agreement are hereby deemed to state "CST Data by Cornerstone, LLC".
5. This First Amendment extends the Term of the Contract by the first of two (2) one-year renewal terms to expire on October 31, 2024.
6. This First Amendment updates the Price Schedule in Exhibit A to remove Shredding Services from the contract and to incorporate price increases due to an escalation in labor costs.
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. CST Data by Cornerstone 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. CST Data by Cornerstone consents to be bound by the award of any arbitration conducted thereunder.

8. Section 24-26 of the Contract ("The Federal Transit Administration Contracting Terms") is hereby appended as follows:

24. 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.

25. 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

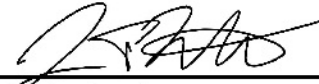
Company. In this paragraph, "promptly" means to refer information without delay and without change.

- 26. 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 First Amendment to be executed as of the date first written above.

CST DATA BY CORNERSTONE, LLC:

BY: 
(Signature)

PRINT NAME: Jason Hatch

TITLE: Vice President

DATE: October 10th, 2023

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: October 24, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2024000280(2021000425)

Amendment #: 1

Contract Name: Citywide Document Management Services

Vendor Legal Name: CST Data by Cornerstone, LLC

Vendor #: 318821

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

2. Scanning Services CST Data shall provide Scanning Services at the pricing listed below:				
Services	Unit Of Measure	Cost	Amendment #1 Unit Cost	Additional Information
Regular Scanning - 8 1/2 x11	Per Image	\$0.06	\$0.10	Includes all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes. Color, B&W or Grayscale as required included.
Regular Scanning - 8 1/2 x 14	Per Image	\$0.06	\$0.10	Includes all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes. For all Scanning regardless of size or quantity.
Regular Scanning - 11 x 17	Per Image	\$0.06	\$0.10	Includes all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes.
Bulk Scanning of 8½"x11" Records. * Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes. **Indicate Pricing by single project volume tier.	Per Image	\$0.06	\$0.10	1 to 500,000 images
		\$0.05	\$0.10	500,001 to 1,000,000 images
		\$0.04	\$0.10	1,000,001 to 3,000,000 images
		\$0.04	\$0.10	300,001 to unlimited images
Bulk Scanning of 8½"x14" Records. * Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes. **Indicate Pricing by single project volume tier.	Per Image	\$0.06	\$0.10	1 to 500,000 images
		\$0.05	\$0.10	500,001 to 1,000,000 images
		\$0.04	\$0.10	1,000,001 to 3,000,000 images
		\$0.04	\$0.10	300,001 to unlimited images
Bulk Scanning of 11"x17" Records. * Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes. **Indicate Pricing by single project volume tier.	Per Image	\$0.06	\$0.10	1 to 500,000 images
		\$0.05	\$0.10	500,001 to 1,000,000 images
		\$0.04	\$0.10	1,000,001 to 3,000,000 images
		\$0.04	\$0.10	300,001 to unlimited images

Setup/Preparation of Records	Per Hour	\$18.00	\$21.00	Identify number of pages and the number of boxes prepared per hour
Transportation Fee	Per Trip	None	N/A	Pickup from City or deliver to City (round-trip)
Storage in Records Mgmt Portal	Per GB / Per Month	\$45.00	\$45.00	1 to 9 [storage unit (Gigabyte, Terabyte, etc.)]
Storage in Records Mgmt Portal	Per GB / Per Month	\$30.00	\$25.00	10 to 20[storage unit (Gigabyte, Terabyte, etc.)]
Storage in Records Mgmt Portal	Per GB / Per Month	\$25.00	\$15.00	21 to 30 [storage unit (Gigabyte, Terabyte, etc.)]
Storage in Records Mgmt Portal	Per GB / Per Month	\$20.00	\$11.00	31 to 50 [storage unit (Gigabyte, Terabyte, etc.)]
Copy Records to CD - R	Per CD	N/A	N/A	Specify maximum storage size per CD; All media is encrypted, and password protected; 700MB
Copy Records to CD - RW	Per CD	N/A	N/A	Specify maximum storage size per CD; All media is encrypted, and password protected; 700MB
Copy Records to flash drive	Per Flash Drive	\$50.00	\$50.00	64MB Encrypted
Copy Records to portable hard drive	Per Hard Drive / Per Hr.	\$100.00	\$100.00	Client can supply device of choice; CST will encrypt, and password encrypt

3. Shredding Services: CST Data shall provide Scanning Services at the pricing listed below:				
Services	Unit Of Measure	Cost	Amendment #1 Unit Cost	Additional Information
Paper, per bin at City Facility	Per Bin / 95 gal.	\$16.00	REMOVED	on-site truck
Paper, per bin at Service Provider Facility	Per Bin / 95 gal.	\$12.00	REMOVED	on-site truck
Paper Shredding at City facility - not in bins	per pound	No Bid	REMOVED	0-499 Lbs.
	per pound	No Bid	REMOVED	500-999 Lbs.
	per pound	No Bid	REMOVED	1000+ Lbs.

Paper Shredding at Service Provider facility - not in bins	per pound	\$0.00	REMOVED	0-499 Lbs.
	per pound	\$0.00	REMOVED	500-999 Lbs.
	per pound	\$0.00	REMOVED	1000+ Lbs.
One-time purge/special request	per 95 gallon	\$16.00	REMOVED	Additional needs for special events or other special requests; on-site truck

4. Additional Services Record Storage Services shall provide Additional Services at the pricing listed below:				
Services	Unit Of Measure	Proposal Unit Cost	Amendment #1 Unit Cost	Additional Information
Box Storage	per box; per month	\$0.00	\$0.00	Pre and Post Scanning up to 6 mos; as applicable
Onsite Purging Services	per box	\$35.00	\$35.00	Box logging of contents in excel; as applicable
OCR Processing	per image	Included	Included	included
Large Format Scanning	per image	\$2.00	\$2.00	any size above 11"x17"; as applicable
Microfilm to Digital Conversion	per image	\$0.04	\$0.04	as applicable