Septane & Kelly

City of Charlotte

Stephanie C. Kelly December 9, 2019



Charlotte-Mecklenburg Government Center 600 East 4th Street Charlotte, NC 28202

Agenda Date: 12/9/2019

Agenda #: 35.File #: 15-12060 Type: Consent Item

Technology Products and Related Services

Action:

- A. Approve unit price contracts with the following companies for technology products and related services for an initial term of three years:
 - DISYS Solutions Inc.,
 - PCMG, Inc.,
 - SHI International Corp, and
- B. Authorize the City Manager to renew the contracts for up to two, one-year terms with possible price adjustments and to amend the contracts consistent with the purpose for which the contracts were approved.

Staff Resource(s):

Reenie Askew, Innovation and Technology Phil Reiger, General Services Kay Elmore, General Services

Explanation

- The city requires miscellaneous technology goods and services from a variety of providers to support ongoing operations.
 - The vendors will provide the following miscellaneous technology goods and services:
 - Conference room equipment (smartboards and projectors),
 - Miscellaneous technology items (plotters, tablet computers, ruggedized laptops, video cameras and equipment, power protection, and A/V equipment, etc.),
 - Servers and firewalls,
 - Network hardware and software, and
 - Commercial off-the-shelf and cloud-based software, support, maintenance, licensing, and related services.
- On August 21, 2019, the city issued a Request for Proposals (RFP) on the behalf of the Charlotte Cooperative Purchasing Alliance (CCPA); fifteen responses were received.
- The companies selected best meet the city's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- Annual expenditures for all contracts combined are estimated to be \$4,400,000.

Charlotte Business INClusion

Per Charlotte Business INClusion Policy: Part C: Section 2.1(a) The city shall not establish Subcontracting Goals for Contracts where: (a) there are not subcontracting opportunities identified for the Contract; or (b) there are no SBEs or MBEs certified to perform the scopes of work that the city regards as realistic opportunities for subcontracting.

This contract meets the provisions of (a) - No subcontracting opportunities.

Fiscal Note

Agenda #: 35.File #: 15-12060 Type: Consent Item

Funding: Various Departments' Operating Budgets

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE TECHNOLOGY PRODUCTS AND RELATED SERVICES – CCPA

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE TECHNOLOGY PRODUCTS AND

RELATED SERVICES – CCPA (this "Third Amendment") is made and entered into this 23rd of <u>December</u> 2023, by and between Insight Public Sector, Inc., a 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 the Company entered into an Agreement for Technology Products and Related Services dated December 23, 2019 (the "Contract") pursuant to which the Company agreed to provide Technology Products and Related Services for the City of Charlotte.
- B. The parties amended the Contract to confirm that the Company assumes all of PCMG Inc's rights, title, interest, and responsibilities under the agreement.
- C. The parties amended the Contract Section 1 to confirm that the terms of Exhibit A through E and APPENDIX A each prevail over the terms of the Contract's main body if a conflict arises between them.
- D. 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 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:

<u>AGREEMENT</u>

- 1. The terms of the Contract are restated by and incorporated into this Third Amendment by reference.
- 2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The parties acknowledge and agree that the Contract has been in effect at all times from December 23, 2019, through the present, and that all purchases made during the period from December 23, 2019, through the date of this Amendment are covered by the Contract.
- 4. This Third Amendment extends the Term of the Contract by the first of two (2) one-year renewal terms to expire on December 22, 2023.
- 5. Section 28 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. {---Vendor Reference Name---} 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?clientld=19970 and incorporated herein by reference. {---Vendor Reference Name---} consents to be bound by the award of any arbitration conducted thereunder."

- 6. 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.
- 7. 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 acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Third Amendment to be executed as of the date first written above.

INSIGHT PUBLIC SECTOR INC.

1 : Stainkain BY

CITY OF CHARLOTTE: CITY MANAGER'S OFFICE

BY:	BY:
(signature)	(signature)
PRINT NAME: Lisanne Steinheiser	PRINT NAME:
TITLE: Global Compliance Officer	TITLE:
_{DATE:} Dec 12, 2022	DATE:

CT 2020000799.3 - Insight Public Sector Inc

Final Audit Report

2022-12-12

	Created:	2022-12-12
Ву:		Brittany Dunaway (brittany.dunaway@insight.com)
	Status:	Signed
	Transaction ID:	CBJCHBCAABAAVVg8ITdgLqE4qb8nHT66IymLjcsiuwfw

"CT 2020000799.3 - Insight Public Sector Inc" History

- Document created by Brittany Dunaway (brittany.dunaway@insight.com) 2022-12-12 - 7:03:26 PM GMT- IP address: 198.206.188.6
- Document emailed to Lisanne Steinheiser (lisanne.steinheiser@insight.com) for signature 2022-12-12 7:04:24 PM GMT
- Email viewed by Lisanne Steinheiser (lisanne.steinheiser@insight.com) 2022-12-12 - 7:19:39 PM GMT- IP address: 204.145.196.5
- Document e-signed by Lisanne Steinheiser (lisanne.steinheiser@insight.com) Signature Date: 2022-12-12 - 7:19:55 PM GMT - Time Source: server- IP address: 204.145.196.5

Agreement completed. 2022-12-12 - 7:19:55 PM GMT



Digital Contract Routing Form Non-Encumbered

Date Submitted: December 19, 2022

Submitted by: Brian Winegard

Contract #: 2020000799

Submitter email: brian.winegard@charlottenc.gov

Amendment #:³

Contract Name: Technology Products and Related Services - CCPA

Vendor Legal Name: INSIGHT PUBLIC SECTOR INC

Vendor #: 125417

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

Brent Cagle Key: 1881262106208b086048364696b831



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2022

					-	12/1	3/2022
C B	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.						
lf	MPORTANT: If the certificate holder is an ADDITIONAL INSURED, to SUBROGATION IS WAIVED, subject to the terms and conditions on his certificate does not confer rights to the certificate holder in lieu c	of the polic	y, certain p	olicies may ı			
-	DUCER	CONTA NAME:	07	, th Chau			
	Marsh USA Inc.	PHONE	213.3/	6-5000	FAX	. 213-34	6-5935
	2325 E. Camelback Road Suite 600	(A/C, No E-MAIL	D, EXT):	ix.CertRequest@	(A/C, No)	: 210 04	
	Phoenix, AZ 85016	ADDRE	SS: FILLER	IX.Centrequesit@			
	Attn: Phoenix.CertRequest@marsh.com		INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #
	01234622-STND-GAUW-22-23	INSURE	RA: Great North	nern Insurance Co	ompany		20303
INSU	JRED Insight Enterprises, Inc	INSURE	кв :N/А				N/A
Insight Enterprises, Inc			R C : Sentry Insu	rance Company			24988
	2701 E. Insight Way	INSURE	R D : Sentry Cas	ualty Company			28460
	Chandler, AZ 85286	INSURE	RE:				
		INSURE					
\overline{co}	VERAGES CERTIFICATE NUMBER:		-002654417-01		REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW						
IN C	DOICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITI ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFC XCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY H	ION OF ANY ORDED BY	Y CONTRACT	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPE	ст то	WHICH THIS
INSR LTR	TYPE OF INSURANCE INSD WVD POLICY NUMBE	R	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ	
A	X COMMERCIAL GENERAL LIABILITY 3606-77-62		04/15/2022	04/15/2023	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
					MED EXP (Any one person)	\$	10,000
					PERSONAL & ADV INJURY	\$	1,000,000
							2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X JECT X LOC				GENERAL AGGREGATE	\$	2,000,000
					PRODUCTS - COMP/OP AGG	\$	2,000,000
A	OTHER: 7362-08-62		04/15/2022	04/15/2023	COMBINED SINGLE LIMIT		4 000 000
			04/15/2022	04/15/2025	(Ea accident)	\$	1,000,000
	X ANY AUTO				BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS				BODILY INJURY (Per accident		
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
						\$	
	UMBRELLA LIAB OCCUR				EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$	
	DED RETENTION \$					\$	
С	WORKERS COMPENSATION 90-05749-001 (AOS)		04/15/2022	04/15/2023	X PER OTH- STATUTE ER		
D	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE 90-05749-002 (MA,WI,HI)		04/15/2022	04/15/2023	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBEREXCLUDED?				E.L. DISEASE - EA EMPLOYE		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT		1,000,000
						Ŷ	
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Sci Contract 2020000799.	hedule, may be	e attached if mor	e space is require	ed)		
City	of Charlotte is included as additional insured (except workers' compensation) where required by w	ritten contract.					
CE	RTIFICATE HOLDER	CANC	ELLATION				
	City of Charlotte						
	600 East Fourth Street, CMGC - 9th Floor		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN				
	Charlotte, NC 28202-2850				Y PROVISIONS.		
		AUTHO	RIZED REPRESE	NTATIVE			

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raisen	ust	Inc.

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