APPROVED BY CITY COUNCIL

Emily A. Kunze
October 27, 2014

45. Citywide Document Management Services

Action: **A. Approve unit price contracts with the following companies for Document Management Services for an initial term of three years each:**
- Advanced Imaging Systems, Inc.,
- Automated Shredding Inc.,
- COR365 Information Solutions,
- Iron Mountain,
- Records Reduction Inc., and
- Ricoh USA Inc., and

B. Authorize the City Manager to approve two consecutive one year renewal options with possible price adjustments as authorized by the contract, contingent upon the company's satisfactory performance.

Staff Resource(s): Marie Harris, Shared Services

Explanation

- Currently, the City uses a variety of outside service providers to supply electronic document imaging services, offsite records storage, and shredding services.
- These services are required for effective retention, management, and disposal of records per the North Carolina Records Retention Schedule, various City initiatives, and departmental business processes.
- By soliciting as part of the Charlotte Cooperative Purchasing Alliance (CCPA), the City and Participating Public Agencies (PPAs) are able to realize certain economies of scale to include volume and uniform pricing, decreased administrative burden and overhead, increased ability to capture usage data and expenditures, and improved service levels.
- Scanning services will include pick-up and/or receipt of records or source documents, imaging of records at a central location, indexing, storage and delivery of records as required, and access to images through either a secure web-based portal or a portable storage device.
- Confidential records storage services will be provided in compliance with all North Carolina records requirements per state statutes regarding storage, retention, and record destruction procedures.
- Both secure and non-secure shredding services will be provided along with a Certificate of Destruction as required.
- The service providers will be compensated for each service performed at the negotiated price schedule as stated in their respective contract.
- Total contract expenditures are anticipated to be $500,000 annually in the aggregate across all contracts.

Selection Process

- On August 22, 2014, a Request for Proposal (RFP) was issued for Citywide Document Management Services; nine proposals were received from interested service providers.
- The Project Team, consisting of City staff from Shared Services Procurement Management, the Charlotte-Mecklenburg Police Department, Planning, Solid

Waste Services, Neighborhood & Business Services, and Mecklenburg County staff from the Sherriff's Office and the Land Use & Environmental Services Agency (LUESA) evaluated the proposals and recommends awarding contracts to the indicated service providers, as best meeting the City's needs in terms of qualifications, experience, proposed solutions, cost effectiveness and value, WBE/MBE/SBE utilization, and acceptance of the terms of the contract.

- The Project Team is recommending multiple awards to ensure alternative solutions, flexibility, and availability in the provision of services to best fit the particular needs of each department.

Charlotte Business INClusion

No subcontracting goals were set because there are no opportunities (Part C: Section 2.1(a) of the Charlotte Business INClusion Policy).
However, one of the selected firms, Advanced Imaging Systems, has proposed 5% to the following SBE firm: Pro Shred (shredding services).
Additionally, Automated Shredding, Inc. is a certified SBE, and Advanced Imaging Systems, Inc. is a City WBE.

Funding

Various Departments' Operating Budgets

Contract#: 2015001004
Amendment#: 1
Vendor#: 24126

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 10th of July 2015 by and between Iron Mountain Information Management, LLC, a Delaware limited liability company 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 Citywide Document Management Services dated February 1, 2015 (the "Agreement") pursuant to which the Company agreed to provide certain Record Storage Services for the City of Charlotte.

B. The parties now desire to amend the Agreement to add a new Records Storage unit price, and to revise the initial Term.

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

AGREEMENT

1. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. The parties acknowledge and agree that this First Amendment has been in effect at all times from February 1, 2015 through the present, and that all Services provided from February 1, 2015 through the present are covered by this First Amendment.
3. This First Amendment incorporates a new unit price into the Agreement, Exhibit A – Price Schedule, as follows:

Storage Services				
Services	**Unit Of Measure**	**Cost**	**Additional information**	**Additional Company Comments**
Receiving and Entry	Per Cubic Foot	$1.36	Processing of new Deposits when they are first received at an Iron Mountain facility, resulting in an increased storage volume. Includes the physical receipt, processing, assignment to a storage location, and placement in the storage location.	New items are scheduled to be completed into Iron Mountain's database no later than three Business Days after pickup.

4. This First Amendment revises the Agreement, Section 19.1 – Term, as follows:

   19.1. TERM.

   This Contract shall commence on the Effective Date and expire on November 30, 2017, with the City having the unilateral right to renew for two (2) consecutive one (1) year terms.

5. 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 Agreement.

6. In all other respects and except as modified herein, the terms of the Agreement 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 First Amendment to be executed as of the date first written above.

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC:

BY: Dale R Lawing

PRINT NAME: Dale R. Lawing

TITLE: VP, Mid-South Territory

DATE: 6/25/2015

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: Randy J. Harrington

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 7-9-15

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY:

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 7/9/15

CITY OF CHARLOTTE:
CITY CLERK'S OFFICE

BY: Emily A Kunze

PRINT NAME: EMILY A KUNZE

TITLE: Deputy City Clerk

DATE: 07/10/15

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2015

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
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: Norwalk.certrequest@marsh.com Fax: 212-948-0929

849434-GAW--15-16

INSURED
Iron Mountain Information Management LLC
One Federal Street
Boston, MA 02110

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Insurance Company of North America	43575
INSURER C : ACE Fire Underwriters Ins. Co.	20702
INSURER D : Agri General Insurance Company	42757
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-008043580-08 **REVISION NUMBER:** 2

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HDOG27400826	11/01/2015	11/01/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ISAH08864986	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC48592958 (AOS)	11/01/2015	11/01/2016	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N	N / A		WLRC48592971 (AZ,CA,MA)	11/01/2015	11/01/2016	E.L. EACH ACCIDENT	$ 1,000,000
D	(Mandatory in NH)			WLRC48593227 (TN)	11/01/2015	11/01/2016	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			SCFC4859296A (WI)	11/01/2015	11/01/2016	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	EXCESS WC & EMP. LIABILITY			WCUC48592983 (OH, WA)	11/01/2015	11/01/2016	Each Accident/Emp for Disease	1,000,000
							SIR	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Charlotte - Mecklenburg Police Department
Mecklenburg Police Department and City of Charlotte are included as an additional insured (excluding Workers' Compensation) but only as relates to services and limits required by (written sometimes) contract or agreement.

CERTIFICATE HOLDER

City of Charlotte
Attn: Amanda Beonde
600 East Fourth Street, CMGC - 9th Floor
Charlotte, NC 28202

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
of Marsh USA Inc.
Steve Ruisi

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