

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 6 of November 2023, by and between Distribution Technology dba Record Storage Systems North Carolina 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 Citywide Document Management Services dated November 1, 2020 (the "Contract") pursuant to which the Company agreed to provide Citywide Document Management Services for the City of Charlotte.
- B. 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, make adjustments to the 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 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. This First Amendment extends the Term of the Contract by the first of one (2) one-year renewal terms to expire on October 31, 2024.
- 4. This First Amendment incorporates unit price increases from Exhibit A – Price Sheet.
- 5. 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.** Distribution Technology dba Record Storage Systems 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. Distribution Technology dba Record Storage Systems consents to be bound by the award of any arbitration conducted thereunder.

- 6. 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:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  2. 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).
  3. 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).
  4. 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

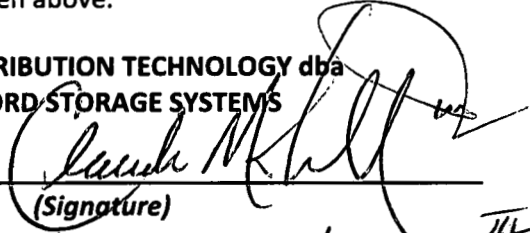
tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment 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.
7. 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.
8. 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.

DISTRIBUTION TECHNOLOGY dba  
RECORD STORAGE SYSTEMS

BY:   
(Signature)

PRINT NAME: CLAUDE MITCHELL III

TITLE: VP

DATE: 10/05/2023

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

BY: See Attachment Below  
(Signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Digital Contract Routing Form  
Non-Encumbered**

Date Submitted: November 03, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2021000496

Amendment #: 1

Contract Name: CITYWIDE STAFF AUGMENTATION AND RECRUITING SERVICES

Vendor Legal Name: Bucher & Christian Consulting, Inc. dba BC Forward

Vendor #: 302200

**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 SHEET**

**RECORD STORAGE SYSTEMS**

A Division of Distribution Technology Inc.  
 14620 Carowinds Boulevard/Charlotte, NC 28273  
 PO Box 7123/Charlotte, NC 28241-7123  
 Phone: 704-588-2820  
 Storage and Service Agreement

**PRICING WORKSHEET**

RFP # 269-2019-090

**Citywide Document Management Services**

**1. Administrative Fees:**

The Company shall submit a minimum of one (1) percent of overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend. The Company shall indicate their Administrative Fee below:

3%
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**2. Scanning Services**

Companies who will be provided Scanning Services shall Submit their pricing below.

Services	Unit Measure	Of Cost	Additional information	Additional Service Provider Comments
Regular Scanning of 8½"x11" Records	Per Image	\$.04	Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes	
Regular Scanning of 8½"x14" Records	Per Image	\$.045	Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes	
Regular Scanning of 11"x17" Records	Per Image	\$.50	Include 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.	Per Image	\$.035	250,000 to 1M images	
	Per Image	\$.03	1M+1 and more images	
	Per Image	\$	_____ to _____ images	
	Per Image	\$	_____ to _____ images	

**Indicate Pricing by single project volume tier.			
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	\$.05	1 to 250,000 images
	Per Image	\$.045	250,001 to 1M images
	Per Image	\$.04	1M + 1 and more images
	Per Image	\$	_____ to _____ 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	\$.50	1 to 10,000 images
	Per Image	\$.46	10,001 to 250,000 images
	Per Image	\$.43	250,001 and more images
	Per Image	\$	_____ to _____ images
Setup/Preparation of Records * Include all removal of fasteners, separation of folded forms, and/or paste-up of small documents	Per Hour	\$28.75	Identify the number of pages and the number of boxes prepared per hour
Transportation fee	Per Trip	\$18.75	Pickup from City or deliver to City (round-trip)
Storage in Records Management Portal *Indicate Pricing by total storage volume tier.	Per Image / Per Month	\$62.50	1 to 7 GB [storage unit (Gigabyte, Terabyte, etc.)]
	Per Image / Per Month	\$48.75	8 to 150 GB [storage unit (Gigabyte, Terabyte, etc.)]
	Per Image / Per Month	\$40.00	151 to 500 GB [storage unit (Gigabyte, Terabyte, etc.)]
	Per Image / Per Month	\$31.25	501 GB and more [storage unit (Gigabyte, Terabyte, etc.)]
Copy Records to CD - R	Per CD	\$43.75	Specify maximum storage size per CD
Copy Records to CD - RW	Per CD	\$43.75	Specify maximum storage size per CD
Copy Records to flash drive	Per Flash Drive	\$62.50	Specify maximum storage size per CD

Copy Records to portable hard drive	Per Drive / Per Hr.	Hard / Per \$43.75	Indicate whether you allow customer to supply device, or standard price for device (by size).
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**3. Storage Services.**

Companies who will be providing Storage Services, shall submit their pricing below:

Services	Unit Of Measure	Cost	Additional information	Additional Service Provider Comments
Box Storage	Per Cubic Foot	\$ .19, 1-7,000 \$ .18, 7,001-25,000 \$ .17, 25,001 and more		
Vault Storage	Per Cubic Foot & Per Tape/CD	\$4.38/cubic foot \$.30 per CD		
Record Delivery and/or Pickup	Per Trip	\$19.20/trip \$1.20 per cubic foot	Companies shall split the fee for single trips to pick-up and/or deliver to multiple Departments at the same facility between each Department equally	
Next day delivery by Noon	Per Trip	\$24.00/trip \$1.20 per cubic foot	Call by 3pm for delivery next day by Noon	
Next day delivery by 5pm	Per Trip	\$19.20/trip \$1.20/cubic foot	Call by 3pm for delivery next day by 5pm	
Half day delivery	Per Trip	\$24.00/trip \$1.20/cubic foot	Call by 10am for delivery same day by 5pm	
Delivery/Pickup during afterhours/weekend/Holiday hours.	Per Trip	\$90.00/hour		
Onsite access to City Box(es) in Storage	Per Box	\$4.50/cubic foot		



Retrieval/Re-File from Service Provider Storage location	Per Box	\$4.32/cubic foot		
Box (1.2 cubic foot)	Per Box	\$4.15		
Indexing	Per Box	\$.11/field		
Permanent withdrawal of Box/container from Service Provider's facility	Per Box	\$3.18/cubic foot		
Destruction charge for City Records stored by Service Provider	Per Box	\$3.00/cubic foot		
Retrieval/Fax/Scan/Email/Refile a copy of a stored Record by Service Provider	Per File / Per Box	\$25.20, 1-100 pages \$.06/page. 101+ pages		
Retrieval/Fax/Scan/Email/Refile a Record to a third party by Service Provider	Per File / Per Box	\$15.20, 1-100 pages \$.06/page 101+ pages		

**4. Shredding Services**

Companies who will be providing Shredding Services, shall submit their pricing below:

Services	Unit Of Measure	Cost	Additional information	Additional Service Provider Comments
Paper, per bin at City facility	Per Bin	\$6.00/console \$8.75/cart	Specify bin capacity	
Paper, per bin at Service Provider facility	Per Bin	\$4.80/console \$7.20/cart	Specify bin capacity	
Paper Shredding at City facility *Not in bins	Per Pound	\$.12/lb.	0-499 Lbs.	
	Per Pound	\$.12/lb.	500-999 Lbs.	
	Per Pound	\$.12/lb.	1000+ Lbs.	
Paper Shredding at Service Provider facility *Not in bins	Per Pound	\$.12/lb.	0-499 Lbs.	
	Per Pound	\$.11/lb.	500-999 Lbs.	
	Per Pound	\$.10/lb.	1000+ Lbs.	

Uniforms	Per Bin / Per Weight	\$1.20/lb.	Specify bin capacity and/or weight
One-time purge/special request	Per Bin/ Per Weight	\$6.00/console \$8.75/cart	Additional needs for special events or other special requests

**5. Additional Services**

Companies should utilize the list below to include any related or ancillary services they provide that would be beneficial to the City and Participating Public Agencies when considering Scanning, Storage, and Shredding Services.

Services	Unit Of Measure	Cost	Additional information	Additional Service Provider Comments
Destruction of Hard Drives	Per Hard Drive	Dependent on Quantity		
Minimum Storage	Per Month	\$72.00		
Large Format Document Scanning	Per Image	\$1.32		
Document Imaging Software	Monthly	\$32.00/month	On-Premises Cloud, Workfl E-Forms	
Professional Liability Surcharge	Monthly	\$900.00 added to monthly storage fees	Only applies if existing Professional Liability coverage is insufficient for city	