



City of Charlotte

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

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Funding: Various Departments' Operating Budgets

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
TECHNOLOGY PRODUCTS AND RELATED SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE TECHNOLOGY PRODUCTS AND RELATED SERVICES (this "First Amendment") is made and entered into this 16th of June 2020, by and between SHI International Corp, 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 various technology goods and services for the City of Charlotte.
- B. The parties now desire to amend the Contract to confirm that the terms of Exhibit C, Exhibit D, and Exhibit E each prevail over the terms of the Contract's main body if a conflict arises between the them.

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. Section 1 of the Contract is rewritten in its entirety as follows:

1. EXHIBITS. The Exhibits below are hereby incorporated into and made a part of this Contract. Exhibit C (Federal Contract Terms and Conditions), Exhibit D (Federal Aviation Administration Terms), and Exhibit E (Federal Transit Authority Contracting Terms) together are the "Federal Exhibits." With the exception of the Federal Exhibits, any conflict between language in an Exhibit or Appendix to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Notwithstanding anything contained in this Contract or in any Exhibit to this Contract, in the event of a conflict between the language in any of the Federal Exhibits and the language in the main body of this Contract or in any other Exhibit to this Contract, the language of the Federal Exhibit shall prevail. Each reference to SHI International Corp in the Exhibits and Appendices shall be deemed to mean the Company. The parties agree that Exhibit D and not Exhibit C will apply to all orders placed by the Aviation department. The parties agree that Exhibit E and not Exhibit C will apply to all orders placed by the Transportation or Transit departments. For all other orders, Exhibit C will apply.

EXHIBIT A: PRICING WORKSHEET

EXHIBIT B: SCOPE OF SERVICES

EXHIBIT C: FEDERAL CONTRACT TERMS AND CONDITIONS

EXHIBIT D: FEDERAL AVIATION ADMINISTRATION TERMS

EXHIBIT E: FEDERAL TRANSIT AUTHORITY CONTRACTING TERMS

APPENDIX A: MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT”.

4. 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.
5. 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 First Amendment to be executed as of the date first written above.

SHI INTERNATIONAL CORP

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: Kristina Mann
(signature)

BY: _____
(signature)

PRINT NAME: Kristina Mann

PRINT NAME: _____

TITLE: Sr. Lead Contracts Specialist

TITLE: _____

DATE: 6/1/2020

DATE: _____



**CITY OF
CHARLOTTE**
Digital Contract Routing Form
Non-Encumbered

Date Submitted: June 16, 2020

Submitted by: Judson P. Cross

Submitter email: Judson.Cross@CharlotteNC.gov

Contract #: 2020000547

Amendment #: 1

Contract Name: Technology Products and Related Services - CCPA

Vendor Legal Name: SHI INTERNATIONAL CORP

Vendor #: 75419

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:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

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

City of Charlotte

eSigned via SeamlessDocs.com

Angela Charles

Key: 099f2b82106208b08604836a6d9eb831



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC One Executive Drive Somerset, NJ 08873	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: somersetclsupport@mma-ne.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : Continental Casualty Company	20443	INSURER D :		INSURER E :		INSURER F :
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INSURED SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873															

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 checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6050250197	09/30/2019	09/30/2020	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6050291509	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			6050574315	09/30/2019	09/30/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	650251110	09/30/2019	09/30/2020	<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

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

THIS CERTIFICATE SUPERCEDES ANY PREVIOUSLY ISSUED CERTIFICATES.

Re: Contract #2020000547.

City of Charlotte is included as Additional Insured as required by written contract, agreement or permit limited to the General Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Charlotte 600 East 4th 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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