

Stephanie C. Kelly
December 9, 2019

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



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

Contract#: 2020000547 Amendment#:2 Vendor#:127129

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

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

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE TECHNOLOGY PRODUCTS AND RELATED SERVICES – CCPA (this "Second Amendment") is made and entered into this 10th of January 2023, 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 Technology Products and Related Services for the City of Charlotte.
- B. 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.
- 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 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 Second Amendment by reference.
- 2. Defined terms used in this Second 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 Second 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?clientId=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]

Contract#: 2020000547 Amendment#:2 Vendor#:127129

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed as of the date first written above.

SHI INTERNATIONAL CORP.	CITY OF CHARLOTTE:			
DocuSigned by:	CITY MANAGER'S OFFICE			
BY: Dark lwas	BY:			
(signature)	(signature)			
PRINT NAME: Darek Awas	PRINT NAME:			
TITLE: Manager- Contracts	TITLE:			
DATE: 12/16/2022	DATE:			



Digital Contract Routing Form Non-Encumbered

Date Submitted: January 10, 2023

Submitted by: Brian Winegard Submitter email: brian.winegard@charlottenc.gov

Contract #: 2020000547 Amendment #:2

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:

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

City of Charlotte

Key: f86f2b82106208b08604836a6d96b831

Client#: 38440 SHIINTER1

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/30/2022

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	CONTACT NAME: PHONE (A/C, No, Ext): (A/C, No):				
One Executive Drive	E-MAIL ADDRESS: somersetclsupport@mma-ne.com				
Somerset, NJ 08873	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: National Fire Insurance Co of Hartford				
INSURED	INSURER B : Continental Insurance Company	35289			
SHI International Corp.	INSURER C : American Casualty Company of Reading PA	20427			
290 Davidson Avenue	INSURER D : National Fire Insurance Co of Hartford	20478			
Somerset, NJ 08873	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 SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER:		6050250197	09/30/2022	09/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE	\$1,000,000 \$1,000,000 \$15,000 \$1,000,000 \$2,000,000
	POLICY X PRO- OTHER:					PRODUCTS - COMP/OP AGG	\$2,000,000 \$
D	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY		6050291509	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$ \$
В	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$10000		6081819517	09/30/2022	09/30/2023	EACH OCCURRENCE AGGREGATE	\$15,000,000 \$15,000,000 \$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	650251110	09/30/2022	09/30/2023	X PER OTH- STATUTE OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
	PRINTION OF OPERATIONS // OCATIONS //FILIA						_

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Charlotte is included as Additional Insured when required by written contract, agreement or
permit, but only with respect to the General Liability insurance and subject to the provisions and
limitations of the policy.

CERTIFICATE HOLDER	CANCELLATION
City of Charlotte 600 East 4th Street 4th Floor	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Charlotte, NC 28202-2816	AUTHORIZED REPRESENTATIVE
,	Wm. Ce. Cilado Pr

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