

Public Records Request #2828

The following materials have been gathered in response to public records request #2828. These materials include:

- Purchase Order #19015879
- Invoice #2019924
- BrightWork Quote – 1/28/2019

This information was provided as a response to a public records request on 2/17/20 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

Cheyenne Flotree
Citywide Records Program Manager
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Cheyenne.Flotree@charlottenc.gov

Amelia Knight
Public Records Specialist
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Amelia.Knight@charlottenc.gov



CITY OF CHARLOTTE

Purchase Order

Fiscal Year 2019 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **19015879**

IF A CONTRACT # IS PROVIDED BELOW, ALL PURCHASES MADE UNDER THIS PO ARE SUBJECT TO THE TERMS AND CONDITIONS THEREIN:

Contract #

All invoices must be mailed to cocap@charlottenc.gov

BILL TO

CITY OF CHARLOTTE AP
P.O. BOX 37979
CHARLOTTE, NC 28237-7979
COCAP@CHARLOTTENC.GOV

VENDOR

AIMWARE INC
ONE INTERNATIONAL PL STE 1400
BOSTON, MA 02210
NBARRETT@BRIGHTWORK.COM

SHIP TO

CMPD Police Administration
601 East Trade Street
Charlotte, NC 28202

Vendor Phone Number +353 91 398400	Vendor Fax Number 617-357-9004	Requisition Number 23931	Buyer 89200	Delivery Reference Donna Sanchez 704-591-0530
Date Ordered 01/29/2019	Vendor Number 303657	Date Required	Days To Net	Freight Method/Terms
				Department/Location CMPD Administrative Serv Group

Line#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	BrightWork licenses - 50 50 named user licenses	1.0	EACH	\$6,800.00	\$6,800.00
2	Support and upgrades Feb 1, 2019 - March 31, 2019	1.0	EACH	\$226.67	\$226.67

PO # must be included on all invoices.
cc: dsanchez@cmpd.org when submitting invoices.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

By *Kay Elmore*
Chief Procurement Officer

By *Robert D. Chung*
Finance Officer

Total Ext. Price	\$7,026.67
PO Total	\$7,026.67

Terms and Conditions

The Terms and Conditions listed below will govern all matters relating to the goods and services provided by you or your company (the Vendor) to the City of Charlotte (the City) under this purchase order. Additional terms and conditions stated on the face of this purchase order shall take precedence over any conflicting terms and conditions stated below. Any terms and conditions not stated on the face of this purchase order but incorporated by reference therein shall be binding only if provided or signed by the City and attached hereto. In the event that a binding written contract signed by both the Vendor and the City exists, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of this purchase order.

1. If Vendor refuses to accept this purchase order exactly as written, Vendor will return it at once with explanation.
2. The City will not be responsible for any goods or services delivered without a purchase order. Vendor will deliver invoices to the City only at the address shown on the face of this purchase order. Vendor will send separate invoices for each purchase order number.
3. No boxing, packing, cartage, or shipping charges will be allowed by City unless specifically authorized on the face of this purchase order.
4. Any cash discount period to City will date from City's receipt of the invoice or from the date of the receipt of goods, whichever is later.
5. Unless FOB Origin is stated on the face of this purchase order, the risk of loss of and damage to goods that are the subject of this purchase order remain on Vendor until the goods are (a) delivered to the destination set out in this purchase order and (b) accepted by the City.
6. The City may inspect all products or service deliverables prior to acceptance. Payment does not constitute acceptance. The City's failure to accept or reject products or services shall not relieve Vendor from liability for products or services that are defective or do not meet specifications. Rejected products shall be returned to Vendor at Vendor s risk and expense.
7. Vendor warrants that the products and services furnished pursuant to this purchase order shall: (a) comply with all federal, state, and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material, or fabrication.
8. The City may terminate this purchase order for convenience at any time by providing ten (10) days written notice to Vendor. The City may terminate this purchase order or any part thereof effective immediately upon the giving of written notice of termination for cause if Vendor violates or fails to deliver or perform any covenant, provision, obligation, term, or condition contained in this purchase order, or if the City determines that Vendor will not be able to deliver or perform due to insolvency or other reason.
9. Vendor will defend, indemnify, and save the City harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.
10. If any product provided hereunder is alleged to be defective in any respect whatsoever, Vendor will defend, indemnify and save City harmless from all loss, damages, costs, fees, and expenses incurred by reason of such allegation or defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.
11. If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the City from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that are alleged to have resulted in whole or in part from the performance thereof.
12. Vendor agrees not to release any advertising or other materials using the City's trademark, quoting the opinion of any City employee or implying in any way that the City endorses Vendor or its products or services.
13. Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation is alleged, Vendor will indemnify and save the City harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation or allegation.
14. E-Verify Requirements: Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
15. Except as required by law, any information or data of the City or its suppliers or subcontractors that Vendor receives access to in connection with this purchase order shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without City's prior written approval. Such information or data will be the sole property of the City and not Vendor. Access to Restricted Data (as defined by the City's Restricted Data Policy) is subject to execution of a confidentiality agreement by Vendor.
16. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, trademarks, service marks, and trade secrets invented, developed, created, or discovered in performance of this purchase order shall be the property of the City.
17. Vendor 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 consents to be bound by the award of any arbitration conducted thereunder.
18. Vendor agrees to provide Payment Affidavits as required by Part D, Section 9 of the Charlotte Business Inclusion Policy, which is available at <http://charmeck.org/city/charlotte/CharlotteBusinessInclusion/Pages/default.aspx> and incorporated herein by reference.
19. Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the City from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor may charge the City only for those taxes that are applicable to the goods and/or services being provided under this purchase order.
20. Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the City listed as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City.
21. In addition to the insurance required in the preceding paragraph, if Vendor performs services hereunder, Vendor shall secure, before delivery of such services (1) Workers' Compensation Insurance meeting State of North Carolina statutory requirements with \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners; and (2) Commercial Automobile Liability Insurance with limits of no less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, with the City listed as additional insured, provided that if Vendor will operate a vehicle on the Charlotte Douglas International Airport airfield, coverage limits for Commercial Automobile Liability Insurance shall be raised to \$5,000,000 for each of the above categories. Evidence of commercial automobile coverage is necessary only if vehicles are used in the provision of services under this purchase order. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City.
22. The City may at any time insist upon strict compliance with these Terms and Conditions notwithstanding any previous custom, practice, or course of dealing.
23. The Terms and Conditions as stated in this purchase order govern in event of conflict with any terms of Vendor's proposal, and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in Vendor's acknowledgment unless accepted in writing by the City.
24. This purchase order is governed by North Carolina law. Any legal actions arising from this purchase order shall be brought in Mecklenburg County, North Carolina.
25. Iran Divestment Act. Vendor certifies that: (a) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (b) it will not take any action causing it to appear on any such list during the term of this Contract; and (c) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

Aimware, Inc. dba BrightWork

Remit To:
One International Place
Suite 1400
Boston, MA 02110 US
617.357.9000 X705

Accounting

By Yassir Al-Kahlout at 1:10 pm, Jan 29, 2019

INVOICE

INVOICE # 2019924
DATE 01/29/2019

TERMS Net 15

BILL TO

City of Charlotte
Attn: City of Charlotte AP
P.O. BOX 37979
Charlotte, NC 28237-7979

SHIP TO

CMPD Police Administration
Attn: Donna Sanchez
601 East Trade Street
Charlotte, NC 28202

Please detach top portion and return with your payment.

SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	SALES REP	CURRENCY
01/29/2019	N/A	N/A	19015879	PH	USD

DESCRIPTION	QTY	RATE	AMOUNT
BrightWork Perpetual Software License for 50 additional Named Users	1	6,800.00	6,800.00
BrightWork Support & Upgrade (S&U) Plan for 50 additional Named Users Prorated to align with current S&U Period - Feb 1, 2019 to Mar 31, 2019	1	226.67	226.67

Please remit electronic payments to: Aimware, Inc.

BALANCE DUE

\$7,026.67

Bank: Santander
Address: 489 Lafayette Road, Seabrook, NH 03874
Account Number: 73400038250
ABA Number: 011075150

Please note any bank transfer fee is the responsibility of the customer.

BrightWork
One International Place
Suite 1400
Boston, MA 02110
Phone: 617.357.9000
Fax: 617.357.9004
www.brightwork.com

Proposal for: City of Charlotte (Charlotte-Mecklenburg Police Department)

Date of Proposal	January 28, 2019	BrightWork Contact	Pete Hamilton
Expiration Date	January 31, 2019	Phone	617.357.9000 x722
Contact	Donna Sanchez	Fax	617.357.9004
Address	P.O. Box 37979 Charlotte, NC 28237-7979	Email	bizops@brightwork.com
Phone	704.591.0530		
Email	dsanchez@cmpd.org		

Product Name and Description –

BrightWork® - 50 Additional Named Users: US\$7,026.67 USD

- **BrightWork – 50 Additional Named Users: US\$6,800.00**
 - The BrightWork software is a collaborative project management application for small and medium-sized work and projects. BrightWork software adds structure and reporting to Microsoft SharePoint with a library of standards-based templates, reports and dashboards. BrightWork software can be used with or without Microsoft Project.
 - Subject to the terms listed below, this license pack, upon acceptance, will provide the customer listed above (“You” or “Customer”) a perpetual software license and agreement to use the BrightWork software for up to a maximum of **300 Named Users**, who may use and access the product subject to the Agreement Terms and Conditions below. For pricing for adding additional Named Users, please see <https://www.brightwork.com/get-started/brightwork-pricing/>.
 - The licensed BrightWork software may be deployed on any number of servers (e.g. front-end, production, test, staging, backup, etc.) within Your internal business environment for Your own business use.
- **BrightWork: Support and Upgrades: US\$226.67 consists of:**
 - Upgrades to all product releases, including releases on new versions of SharePoint, as soon as such releases are supported by BrightWork.
 - Access to technical support provided by the BrightWork help desk.
 - Access to the Customer Training Environment and associated training materials.
 - BrightWork Review: Your BrightWork assigned Customer Success Architect will conduct an Annual BrightWork Review to include advice and recommendations.
 - Support and Upgrade fees are renewable annually per pricing then in effect.

- Support Period: February 1, 2019 to March 31, 2019 to align with your current plan, provided your purchase is made by January 31, 2019.
- The additional cost for a Support and Upgrade Plan for these 50 Named User Licenses is US\$1,360.00 per year. The cost has been prorated to align with your current plan year ending March 31, 2019.

Agreement Terms and Conditions:

1. By signing this Proposal, You enter a binding agreement (this "Agreement") with Aimware, Inc. dba BrightWork. THIS AGREEMENT INCLUDES AND, BY SIGNING BELOW, YOU ACCEPT, THE BRIGHTWORK STANDARD TERMS AND CONDITIONS. The BrightWork Standard Terms and Conditions can be found at <https://www.brightwork.com/software-license/>. This proposal is valid only through the proposal expiration date.
2. Before providing the software, BrightWork requires You to provide a Purchase Order confirming the pricing stated above. The signed proposal number and/or date should be included by reference on Your Purchase Order. Any preprinted, different, or additional terms in Your Purchase Order will not be effective and will not alter or affect this Agreement.
3. BrightWork has the right to perform a credit check before we grant You credit. BrightWork reserves the right to terminate this Agreement or cancel or postpone any on-credit product license or service, and require payment in advance, if BrightWork at any time deems Customer's credit unsatisfactory.
4. All pricing is exclusive of any applicable taxes, governmental charges or duty, including any sales tax, use tax, VAT, and withholding taxes. All such amounts are Customer responsibility and may be added by BrightWork to amounts otherwise due.
5. For services proposals, the above proposal represents the best estimate of BrightWork of the time it will take to complete the services described. In the event that we conclude that the services will take more days than what is estimated above, we will notify You promptly with our assessment. BrightWork will not perform any services in excess of the days quoted above without Your prior written consent. All services are performed on a time and materials basis and are not fixed price services.
6. Customer Success Representatives will be scheduled to perform the BrightWork Deployment Services described above once all required paperwork is completed and the foregoing order under this Agreement is approved and invoiced. For planning purposes, please estimate that it will take two (2) weeks from the date that this Agreement is signed and received with Your Purchase Order to schedule and confirm a date for services.
7. All services and support are performed remotely from the US and/or Ireland unless specified otherwise. For any on-site services, travel and expenses will be charged in addition to the services and support pricing above.
8. Once all paperwork is approved and the order is released, Customer will receive an email notification including instructions to download the licensed BrightWork software and/or license keys. Customer will not receive a physical shipment.
9. All proposals are in either US Dollars or Euros, as indicated above, and Customer must make payment in the currency designated above.
10. No sales person or agent of BrightWork has authority to vary this Agreement or these terms and conditions. Only a duly authorized officer of BrightWork may do so, and any alternation, amendment, addition or change requires an authorized written amendment or addendum signed by both parties.
11. Payment Terms are net fifteen (15) days from receipt of invoice. Services will be invoiced upon receipt of purchase order. Customer consents to invoicing by emailed PDF, which will be deemed received on the email date.
12. The Customer warrants that the signatory below has the authority to make the above commitment on behalf of the Customer.



City of Charlotte
(Charlotte-Mecklenburg Police Department)

Kelle S. High-Foster

Signature

1-28-19

Date

Kelle S. High-Foster

Printed Name

Business Services Mgr

Title

Aimware, Inc. dba BrightWork

Pete Hamilton

Signature

January 28, 2019

Date

Email Contact for Billing:

Donna Sanchez

Printed Name

Sr. Technical Project Mgr

Title

Email: DSANCHEZ@CMPD.ORG

Handwritten notes and signatures at the top of the page, including a signature that appears to be "Dennis Zancher".

Dennis Zancher

Technical Project Manager

SEARCH@COMP.ORG