# **21. Police Vehicles**

Action:	Α.	Award the low bid unit price contracts for providing Police
		Vehicles for a term of one year to the following:

- Benson Ford-Mercury
- Horace G. Ilderton LLC
- Parks Chevrolet
- Vic Bailey Ford Lincoln
- B. Authorize the City Manager to extend the contracts for three additional, one-year terms with possible price adjustments at the time of renewal as authorized by the contract. The FY2012 expenditures are anticipated to be a combined total of \$5,516,000.

**Staff Resource:** Charles Robinson, Business Support Services

### Explanation

- The vehicles will be used by the Charlotte-Mecklenburg Police Department to perform law enforcement duties. During FY2012, the City budgeted \$5,516,000 to purchase 212 marked patrol and unmarked patrol vehicles to include, but not limited to sedans, SUVs, and vans that meet the established replacement criterion.
- The total expenditures beyond FY2012 will depend on the approved budget for capital outlay in each fiscal year.

# Background

- Business Support Services/Procurement Services Division (BSS/PSD), on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA), issued an Invitation to Bid (ITB) to provide law enforcement vehicles for Charlotte Mecklenburg Police Department.
- The CCPA is a cooperative purchasing program established by BSS/PSD with the specific purpose of reducing procurement costs by leveraging aggregate purchasing volume to receive better pricing. All contracts are publicly solicited, awarded, and held by the City.

### Small Business Opportunity

No SBE goals are established for purchases of goods and equipment (Appendix Section 18 of the SBO Policy).

# Funding

Capital Equipment Fund

#### STATE OF NORTH CAROLINA CITY OF CHARLOTTE

#### SECOND AMENDMENT TO CONTRACT TO PROVIDE LAW ENFORCEMENT INTERCEPTOR VEHICLES

THIS SECOND AMENDMENT to the Contract to Provide LAW ENFORCMENT INTERCEPTOR VEHICLES (the "Amendment") is made and entered into this 10th day of October, 2013 by and between the City of Charlotte, a North Carolina municipal corporation (the "City) and Horace G. Ilderton LLC, company doing business in North Carolina (the "Company").

#### STATEMENT OF BACKGROUND AND INTENT

- A. The City and the Company entered into a written Contract dated October 10, 2011 (the "Contract") pursuant to which the Company agreed to provide Law Enforcement Interceptor Vehicles to the City of Charlotte.
- B. The Contract was for a one-year term, with the City having the option to extend the term for three (3) additional one year terms. City Council authorized these extensions on October 10, 2011.
- C. At the conclusion of the original term of the Contract, the City and the Company agreed to extend the term of the Contract for one (1) additional one-year term to expire on October 9, 2013.
- D. The parties now desire to amend the Contract by making certain changes to the provisions, and to exercise the second renewal option.

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Contract as follows:

#### AGREEMENT

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 2. Pursuant to **Section 3** of the Contract, the City wishes to exercise its option to renew the original Contract for another term to expire on October 9, 2014 date unless earlier terminated in accordance with the terms of this Contract.
- 3. This Second Amendment incorporates the unit price adjustments due to escalation in raw materials and vehicle enhancements as specified in **Exhibit A.**
- 4. Except to the extent specifically provided in the amendments contained herein, 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 Agreement shall remain in force and effect.

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

HORACE G, ILDERTON LLC BY: Mike Collins PRINT NAME: FLEET MANAGER TITLE: 2013 DATE:

**CITY OF CHARLOTTE:** 

BY: in Planghell PRINT NAME: ERIC D. CAMPBELL TITLE: ASSISTANT MANGOER DATE: \_\_\_ 9

#### CITY OF CHARLOTTE RISK MANAGEMENT DIVISION:

BY: PRINT NAME TITLE: DATE:

CITY OF CHARLOTTE CITY-CLERK'S OFFICE: **PRINT NAME** TITI DATE:

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY:

DEPUTY FINANCE OFFICER

DATE

HORACE G. ILDERTON LAW ENFORCEMENT VEHICLES CONTRACT 1200357-2 EXHIBIT A ť

ltem	SPEC	Description	иом	Bid Unit Price	Renewal #1 Unit Price	Renewal #1 - \$ Difference	Renewal #1 - % Difference	Renewal #2 Unit Price	Renewal #2 - \$ Difference	Renewal #2 - % Difference
2	L6RWD.PP	Dodge, Charger	Each	\$ 22,165.00	\$ 22,319.00	\$ 154.00	0.69%	\$ 22,819.00	\$ 500.00	2.24%

ACORD

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 9/25/2013

CE THI OR	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 CERTICATE HDLDER									
terr	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).									
PRO	PRODUCER CONTACT Zurich - Account Service Center									
ş	ch - Account Service Center 5 College Blvd				IL SINC .	(т): <sup>877-225-52</sup>		88-734-	6776	
	rland Park, KS 66211									
Fax	ADDRESS: Service.center@zurichna.com									
INCI	INSURER (S) AFFORDING COVERAGE NAIC #									
1	INSURED 007259200 INSURER A: Universal Underwriters Insurance Company 41181									
	DERTON INC DBA S MAIN ST				INSURER	INSURER C:				
	H POINT, NC 27260				INSURER		· · · · · · · · · · · · · · · · · · ·			
					INSURER	E:	REVISION NUMBER:			
COVERAGES         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 DR 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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)					
A	GENERAL LIABILITY						EACH OCCURENCE	\$300,0	00	
123	COMMERICAL GENERAL LIABILITY	L					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
	CLAIMS MADE X OCCUR						MED EXP (Any one person)	\$		
				327439	05/01/2013	05/01/2014	PERSONAL & ADV INJURY	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$		
							PRODUCTS - COMP/OP AGG	\$	· · · · · · · · · · · · · · · · · · ·	
		<u>г</u>	<u>ا ا</u>				COMBINED SINGLE LIMIT (Ea Accident)	\$300,0	00	
	ANY AUTO		4				BODILY INJURY (Per person)	\$		
	ALL OWNED AUTOS						BDDILY INJURY (Per accident)	\$		
				327439	05/01/2013	05/01/2014	PROPERTY DAMAGE (Per accident)	\$		
	HIRED AUTOS							\$		
	COMP/COLL DED							\$		
A					EACH OCCURRENCE	\$20,00	0,000			
		لسبعينا					AGGREGATE	\$		
				327439	05/01/2013	05/01/2014	PRODUCTS - COMP/OP AGG	\$		
1	X RETENTION \$0							\$		
	WORKERS COMPENSATION AND					 		+		
	ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$		
	OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		l i			E.L. DISEASE -EA EMPLOYEE	\$		
	if yes, describe under OESCRIPTION OF OPERATIONS below						E.L. OISEASE - POLICY LIMIT	\$		
A	GARAGE LIABILITY			327439	<b>05/01/201</b> 3	05/01/2014	OTHER THAN AUTO ONLY EACH ACC:	\$300,0	00	
A	Customer Auto - Direct Primary			327439	05/01/2013	05/01/2014		\$12,19	3,610	
DE	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 1D1, Additional Remarks Schedule, if more space is required)									
Re	Reason for Certificate:General Liability									
30 Day notice of cancellation applies, except for cancellation due to non payment of premium. See Additional Remarks Schedule Attached										
CERTIFICATE HOLDER CANCELLATION										
CITY OF CHARLOTTE 5400 SHITLE SHOW THE SHOW THE SHOW THE STREET, CMGC - 9TH FLOOR THE STREET, CMGC - 9TH FLOOR THE SHOW						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN				
	CHARLOTTE, NC 28202-2850 ACCORDANCE WITH THE PDLICY PROVISIONS.									
	Attn: SHARED SERVICES / PROCUREMENT MANAGEMENT AUTHORIZED REPRESENTATIVE Manage D. Mulles						elles			
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AGENCY CUSTOMER ID: 007259200

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Zurich - Account Service Center POLICY NUMBER 327439		NAMED INSURED ILDERTON DODGE-CHRYSLER-JEEP HORACE G ILDERTON LLC HORAC G ILDERTON INC DBA 701 S MAIN ST HIGH POINT, NC 27260		
carrier Universal Underwriters Insurance Company	NAIC CODE 41181	EFFECTIVE DATE: 05/01/2013		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is named as an Additional Insured.