

21. Police Vehicles

- Action:**
- A. 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 ENFORCEMENT 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. JLDERTON LLC

BY: 

PRINT NAME: MIKE COLLINS

TITLE: FLEET MANAGER

DATE: 9/20/2013

CITY OF CHARLOTTE:

BY: 

PRINT NAME: ERIC D. CAMPBELL

TITLE: ASSISTANT CITY MANAGER

DATE: 9/30/2013

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

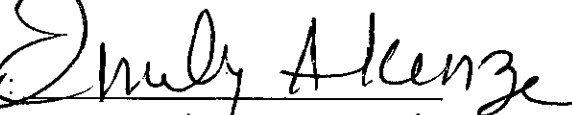
BY: 

PRINT NAME: Christee Gibson

TITLE: RIS Mgr

DATE: 9/26/13

CITY OF CHARLOTTE
CITY CLERK'S OFFICE:

BY: 

PRINT NAME: EMILY ALLENTE

TITLE: DEPUTY CITY CLERK

DATE: 10/02/13

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. ILBERTON
 LAW ENFORCEMENT VEHICLES
 CONTRACT 1200357-2
 EXHIBIT A

Item	SPEC	Description	UOM	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%

ADDITIONAL REMARKS SCHEDULE

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

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.