



Agenda Date: 10/28/2019

Agenda #: 21.File #: 15-10570 Type: Consent Item

Citywide Radios and Communication Equipment

Action:

- A. Approve unit price contracts for the purchase of radios and communication equipment for the term of three years with the following companies:**
- Communication International,
 - Motorola Solutions,
 - Two Way Radio of Carolina, 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):

Angela Lee, General Services
Kay Elmore, General Services
Reenie Askew, Innovation and Technology

Explanation

- Public safety radios are critical for two-way voice communication for all public safety first responders, such as Fire, Medic, Police, and the Sheriff's Office.
- Radios also provide critical communications for city and Mecklenburg County field service employees and dispatchers. City departments currently using radios include: Transportation, Solid Waste Services, Charlotte Water, CATS, and Aviation.
- All public safety radios must be compatible with the city's system.
- On March 19, 2019, the city issued a Request for Proposals (RFP) for the city and on behalf of the Charlotte Cooperative Purchasing Alliance; four responses were received.
- The companies selected best meet the city's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- Total annual expenditures are estimated to be \$3,500,000.

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

Funding: Various Departments' Operating Budgets

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE
COMMUNICATION EQUIPMENT**

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE COMMUNICATION EQUIPMENT (this "Second Amendment") is made and entered into this 9th of August 2023, by and between Two Way Radio of Carolina, Inc., a North Carolina 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 Communication Equipment dated November 1, 2019 (the "Contract") pursuant to which the Company agreed to provide Communication Equipment for the City of Charlotte.
- B. The parties amended 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.
- C. The parties now desire to amend the Contract to extend the Term of the Contract by the second 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

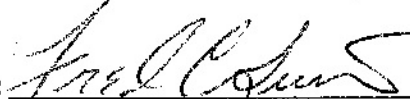
- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Second Amendment extends the Term of the Contract by the second of two (2) one-year renewal terms to expire on October 31, 2024.
- 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 acknowledgment 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.

TWO WAY RADIO OF CAROLINA, INC.:

BY: 
(Signature)

PRINT NAME: FRED C. CAIN

TITLE: PRESIDENT

DATE: 7/24/2023

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: August 07, 2023

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2020000397

Amendment #: 2

Contract Name: Communication Equipment

Vendor Legal Name: Two Way Radio of Carolina, Inc.

Vendor #: 3340

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

eSigned via SeamlessDocs.com
Liz Babson
Key: f08f2b82106208b0804836a6d96b8



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2023

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

PRODUCER Dean Heckle & Hill, Inc. 608 Matthews-Mint Hill Rd P.O. Box 1416 Matthews NC 28106	CONTACT NAME: PHONE (A/C No, Ext): 704-847-4438 FAX (A/C No): 704-845-2493 E-MAIL ADDRESS: info@dhhi.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Two Way Radio of Carolina, Inc TWRC, LLC 2132 West Morehead Street Charlotte NC 28208	TWOWAYR-01 INSURER A: Cincinnati Insurance Company 10677	
	INSURER B: Cincinnati Indemnity Company 23280	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

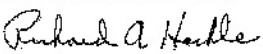
COVERAGES **CERTIFICATE NUMBER:** 1278950834 **REVISION NUMBER:**

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 INSD WVC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	EPP0493766	7/24/2023	7/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA0493766	7/24/2023	7/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		EPP0493766	7/24/2023	7/24/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	EWC 0339163	7/24/2023	7/24/2024	<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)
 RE: Contract 2020000397

City of Charlotte is included as Additional Insured on General Liability for ongoing and completed operations per policy form GA472(05/20) when required by written contract.

CERTIFICATE HOLDER CITY OF CHARLOTTE CITY PROCUREMENT 600 EAST FOURTH STREET, CMGC - 9TH FLOOR CHARLOTTE NC 28202-2850	CANCELLATION 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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