CONSENT

21. Light Bars, Sirens, and Speakers

**Action:** A. Approve low bid, unit price contracts to provide light bars, sirens, and speakers for the term of five years in the estimated amount of $450,000 for the first year and $150,000 in each of the subsequent years to the following vendors:

1. Campbell-Brown, Inc.
2. Dana Safety Products, and

B. Authorize the City Manager to approve up to two, one-year renewal options with possible price adjustments as authorized by the contract.

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

**Explanation**

- Police patrol cars, Fire Department vehicles, and other City equipment require the installation of light bars, sirens, and speakers for public safety.
- Business Support Services issued an Invitation to Bid, which included specifications for 88 items and required annual unit prices on each item for a total of five years.
- Campbell-Brown was the low bid for Sound Off brand equipment, used by Police. Dana Safety Products was the low bid for Whelen brand equipment, used by Fire. It is common practice to have more than one contract so that varying needs may be met.
- Police is the largest user of the contract and will be making a large purchase of equipment in the first year of the contract due to their conversion to LED light bars. The LED lights have great visibility and reduce electronic system load by a significant amount, 25 amps. Earlier this year, 100 LED light bars were installed on patrol cars. Under the new contract, Police plans to buy 370 more light bars.
- The average cost of light bars is $850 for standard police vehicles. Some light bars for larger vehicles range from $950 to $1,250. The average cost of sirens is $400 each and varies slightly based on speaker size, brackets, etc.
- The Invitation to Bid was also on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA) which was developed by BSS/Procurement Services Division. The CCPA is designed to competitively solicit and secure contracts for the purchase of goods and services that may be used by other public agencies regionally and nationwide.

**Small Business Opportunity**

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

**Funding**

Police: Assets Forfeiture (Year One) Police Operating Budget (Years two-five)
Other Departments: Capital Equipment Fund
STATE OF NORTH CAROLINA
CITY OF CHARLOTTE

FIRST AMENDMENT TO CONTRACT
TO PROVIDE LIGHT BARS, SIRENS AND SPEAKERS

THIS FIRST AMENDMENT to the Contract to Provide LIGHT BARS, SIRENS AND SPEAKERS (the "Amendment") is made and entered into 1st day of May, 2012, by and between the City of Charlotte, a North Carolina municipal corporation (the "City") and Dana Safety Supply, a 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 June 27, 2011 (the "Contract") pursuant to which the Company agreed to provide Light Bars, Sirens and Speakers to the City of Charlotte.

B. The Contract was for five (5) years, with the City having the option to extend the term for a one-year renewal. City Council authorized the extension on June 27, 2011.

C. The parties now desire to amend the Contract by making certain changes to the provisions of the Agreement.

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. In order to effectuate the intent of the parties, the original Contract is hereby amended as follows:

3. Pursuant to Section 4.8 of the ITB 269-2011-091, the City wishes to add Products per the unit prices 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.

DANA SAFETY SUPPLY

By: [Signature]
Title: Bid Coordinator

CITY OF CHARLOTTE
CITY CLERK’S OFFICE

By: [Signature]
Title: Deputy City Clerk

ATTESTED:
CITY OF CHARLOTTE
CITY CLERK’S OFFICE

By: [Signature]
Title: Deputy City Clerk

CITY OF CHARLOTTE

By: [Signature]
Title: Assistant City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

By: [Signature]
Director, Charlotte-Mecklenburg Division Of Insurance Risk Management

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

CITY OF CHARLOTTE
FINANCE DEPARTMENT:

By: N/A – purchase orders to be issued as needed
(Signature)
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3-4 WEEKS LEAD-TIME FROM RECEIPT OF PURCHASE ORDER