

Item # 5-3A

**City of Carson City
Agenda Report**

Date Submitted: May 6, 2008

Agenda Date Requested: May 15, 2008

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to approve the renewal of Contract No. 0506-088 to Sierra Electronics through June 30, 2009 at the same prices, terms, and conditions as originally awarded on December 15, 2005 for a not to exceed cost of \$30,000 to be funded from Capital Projects - Vehicle Replacement Program 560-0000-379-1002 as provided in FY 2008/2009

Staff Summary: Contract No. 0506-088 will expire on June 30, 2008 and has been used by Fleet Services to install electronic equipment and other appurtenances when the City purchases new emergency vehicles.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the renewal of Contract No. 0506-088 to Sierra Electronics through June 30, 2009 at the same prices, terms, and conditions as originally awarded on December 15, 2005 for a not to exceed cost of \$30,000 to be funded from Capital Projects - Vehicle Replacement Program 560-0000-379-1002 as provided in FY 2008/2009

Explanation for Recommended Board Action: On December 15, 2005 the Board of Supervisors awarded Contract No. 0506-088 to Sierra Electronics as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 for the installation of electronic equipment and other appurtenances through June 30, 2007 with the option to renew for three (3) additional one (1) year periods subject to negotiation. On June 21, 2007 the Board of Supervisors approved the 1st renewal for Contract No. 0506-088 Emergency Vehicles Electronics & Appurtenances Installation through June 30, 2008 at the same prices, terms, and conditions as originally awarded on December 25, 2005.

Ken Arnold, Public Works Operations Manager, has requested that this contract be renewed for the 2nd renewal period.

Applicable Statue, Code, Policy, Rule or Regulation: N. R. S. Chapter 332 Purchasing: Local Governments

Fiscal Impact: \$30,000.00

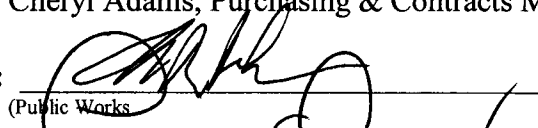
Explanation of Impact: \$30,000.00 for the 6 vehicles to be purchased for FY 08/09

Funding Source: \$243,000.00 has been budgeted in FY 08-09 Capital Projects - Vehicle Replacement Program 560-0000-379-1002

Supporting Material: Letter from Sierra Electronics and 6/21/07 agenda report

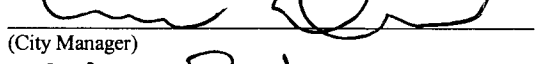
Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:



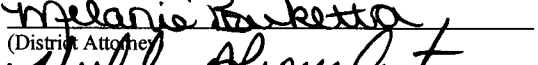
(Public Works)

Date: 5/6/08



(City Manager)

Date: 5-6-08



(District Attorney)

Date: 5-6-08



(Finance Director)

Date: 5-6-08

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Sierra Electronics



690 EAST GLENDALE AVENUE, SUITE 9B
SPARKS, NV 89431
Phone: (775) 359-1121 (800) 874-7515
Fax: (775) 358-9309



MOTOROLA
Authorized Two-Way
Radio Dealer

City of Carson
Cheryl Adams
201 N. Carson St. Suite 11
Carson City, NV 89701

Dear Cheryl,

Thank you, for the opportunity to provide installation services under contract #0506-088. We would like to extend the contract for one year expiring June 30, 2009. We would like to renew with an increase in the labor rate to \$55.00 per hour.

Sincerely,

Jeff Springer
Sierra Electronics

**City of Carson City
Agenda Report**

Date Submitted: June 12, 2007

Agenda Date Requested: June 21, 2007
Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to approve the renewal of Contract No. 0506-088 to Sierra Electronics through June 30, 2008 at the same prices, terms, and conditions as originally awarded on December 15, 2005 providing Carson City's approved funding and purchasing procedures are followed

Staff Summary: Contract No. 0506-088 will expire on June 30, 2007 and has been used by Fleet Services to install electronic equipment and other appurtenances when the City purchases new emergency vehicles.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the renewal of Contract No. 0506-088 to Sierra Electronics through June 30, 2008 at the same prices, terms, and conditions as originally awarded on December 15, 2005 providing Carson City's approved funding and purchasing procedures are followed

Explanation for Recommended Board Action: On December 15, 2005 the Board of Supervisors awarded Contract No. 0506-088 to Sierra Electronics as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 for the installation of electronic equipment and other appurtenances through June 30, 2007 with the option to renew for three (3) additional one (1) year periods subject to negotiation.

Ken Arnold, Public Works Operations Manager, has requested that this contract be renewed for the 1st renewal period.

Applicable Statue, Code, Policy, Rule or Regulation: N. R. S. Chapter 332 Purchasing: Local Governments

Fiscal Impact: \$26,850.00

★ CLERK ★
FILED
Time 4:35 pm
JUN 22 2007
By [Signature]
Deputy
Carson City, Nevada

Explanation of Impact: \$26,850.00 for the 9 vehicles to be purchased for FY 07-08

Funding Source: Vehicle Replacement Program FY 07-08

Supporting Material: Letter from Sierra Electronics and 12/15/05 agenda report

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By: *[Signature]* Date: 6/12/07
(Public Works)
[Signature] Date: 6/12/07
(City Manager)
[Signature] Date: 6-12-07
(District Attorney)
[Signature] Date: 6/12/7
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

Sierra Electronics



690 EAST GLENDALE AVENUE, SUITE 9B
SPARKS, NV 89431
Phone: (775) 359-1121 (800) 874-7515
Fax: (775) 358-9309



MOTOROLA
Authorized Two-Way
Radio Dealer

City of Carson
Cheryl Adams
201 N. Carson St. Suite 11
Carson City, NV 89701

Dear Cheryl,

Thank you, for the opportunity to provide installation services under contract #0506-088. We would like to extend the contract for one year expiring June 30, 2008. We would like to renew with no changes to the pricing or terms and conditions.

Sincerely,

Jeff Springer
Sierra Electronics

**City of Carson City
Agenda Report**

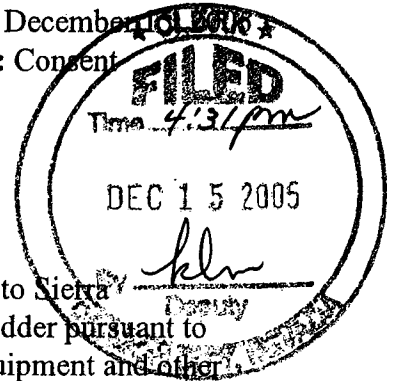
Date Submitted: December 6, 2005

Agenda Date Requested: December 10, 2005
Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to approve the award of Contract No. 0506-088 to Sierra Electronics as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 for the installation of electronic equipment and other appurtenances through June 30, 2007 with the option to renew for three (3) additional one (1) year periods subject to negotiation



Staff Summary: This contract will be used by Fleet Services to install electronic equipment and other appurtenances when the City purchases new emergency vehicles.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the award of Contract No. 0506-088 to Sierra Electronics as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 for the installation of electronic equipment and other appurtenances through June 30, 2007 with the option to renew for three (3) additional one (1) year periods subject to negotiation

Explanation for Recommended Board Action: Three (3) *NOTICE TO BIDDERS* were mailed on November 15, 2005 and the *NOTICE TO BIDDERS* was published in the Nevada Appeal on November 20, 2005.

The bids were opened at approximately 2:30 p.m. on November 30, 2005 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Ken Arnold, Public Works Ops Chief - Fleet Services; Bill LaCombe, Fleet Services Supervisor; Marc Christopher from Sierra Electronics; and Cheryl Adams, Purchasing & Contracts Manager.

Proposals were received from two (2) bidders: Command Vehicles LLC, 4200 Rewana Way #509, Reno, NV 89502-5153 775-825-0888 FAX #775-825-0889; and Sierra Electronics, PO Box 1545, Sparks, NV 89432 775-359-0121 FAX #775-358-8309. Please refer to the **BID TABULATION** for specifics.

Proposals were reviewed for conformance to the terms and conditions, specifications, and price.

Prices for the installation of electronic equipment and other appurtenances guaranteed through June 30, 2007 with the option to renew for three (3) additional one (1) year periods subject to negotiation

Sheriff's Office Patrol - Impala

PRICE PER HOUR for the installation of components	\$50/hour
Estimated number of hours required for the installation of components	37 hours
Extended Cost for 9 vehicles	\$16,650.00

Sheriff's Office Patrol - Tahoe

PRICE PER HOUR for the installation of components	\$50/hour
Estimated number of hours required for the installation of components	37 hours
Extended Cost for 2 vehicles	\$3,700.00

Sheriff's Office Detective - Taurus

PRICE PER HOUR for the installation of components	\$50/hour
Estimated number of hours required for the installation of components	13 hours
Extended Cost for 2 vehicles	\$1,300.00

Sheriff's Office Lab - Suburban

PRICE PER HOUR for the installation of components	\$50/hour
Estimated number of hours required for the installation of components	13 hours
Extended Cost for 1 vehicle	\$650.00

Fire Department - Tahoe

PRICE PER HOUR for the installation of components	\$50/hour
Estimated number of hours required for the installation of components	62 hours
Extended Cost for 1 vehicle	\$3,100.00

Fire Department Staff - Tahoe

PRICE PER HOUR for the installation of components	\$50/hour
Estimate number of hours required for the installation of components	25 hours
Extended Cost for 1 vehicle	\$1,250.00

Fire Department Staff - Impala

PRICE PER HOUR for the installation of components	\$50/hour
Estimate number of hours required for the installation of components	4 hours
Extended Cost for 1 vehicle	\$200.00

Grand Total for 17 vehicles for FY 0506 \$26,850.00

Staff recommends award to Sierra Electronics as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. Chapter 332 Purchasing: Local Governments.

Fiscal Impact: \$26,850.00

Explanation of Impact: \$26,850.00 for the 17 vehicles to be purchased for FY 05-06

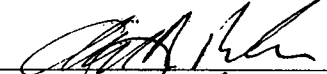
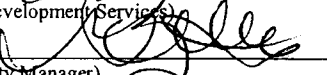

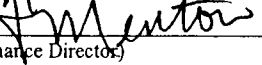
Funding Source: \$90,000.00 has been budgeted in FY 05-06 Capital Projects - Vehicle Replacement Program

Alternatives: Award contract to the higher bidder or do not award contract.

Supporting Material: Bid Tabulation Report and Bid Response from Sierra Electronics.

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:

	Date: <u>12/6/05</u>
(Development Services)	
	Date: <u>12-6-05</u>
(City Manager)	
	Date: <u>12-6-05</u>
(District Attorney)	
	Date: <u>12/6/05</u>
(Finance Director)	

Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

(Vote Recorded By)

BID TABULATION REPORT FROM CARSON CITY PURCHASING & CONTRACTS

775-887-2027 extension 1100

REQUEST FOR BID No. 0506-088 Emergency Vehicles - Electronics and Appurtenances Installation
DATE OF OPENING: November 30, 2005
TIME OF OPENING: 2:30 p.m.

ATTENDEES: Cheryl Adams, Purchasing & Contracts Manager; Ken Arnold, Public Works Ops Chief - Fleet Services; Bill LaCombe, Fleet Services Supervisor; and Marc Christopher from Sierra Electronics

Description	Command Vehicles Nick Gosselin fax #825-0889 commandvehicles@shcglobal.net	Sierra Electronics Jeff Springer fax #358-9309 jeffs@sierraelectronics.com
Bidder submitted 1 original BID RESPONSE <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
Bidder submitted 3 copies of BID RESPONSE <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
49 Bidder Information provided <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
50 Business License information provided <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
51 Disclosure of Principals provided <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52 Bidder has read the SPECIFICATIONS and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this REQUEST FOR BID? <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52.1 Bidder agrees that no guarantee is given that any specific amount of work will be ordered. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes

Description	Command Vehicles Nick Gosselin fax #825-0889 commandvehicles@sbcglobal.net	Sierra Electronics Jeff Springer fax #358-9309 jeffs@sierraelectronics.com
52.2 State Bidder's expressed warranty on workmanship and all materials used.	1 year	Workmanship warranty is the life of the vehicle. Materials are based on manufacturer warranty.
52.3 Bidder understands and accepts that installation may start in January 2006. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52.4 Bidder agrees to sign a document acknowledging receipt of components that will either be shipped to Bidder or will be delivered to Bidder by Carson City. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52.5 Should Bidder lose any component(s), Bidder agrees to replace said component(s) with the same exact item at no cost to Carson City. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52.6 Should Bidder damage any component(s), Bidder agrees to replace said component(s) with the same exact item at no cost to Carson City. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52.7 Bidder agrees to supply the miscellaneous hardware not supplied by the various manufacturers of the listed components to complete the installation. The cost for these items shall be included in the hourly rate for the installation of components. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52.8 Bidder agrees to pick up the vehicle(s) to be serviced from the Carson City Corporate Yard, 3303 Butti Way Building #2, Carson City, Nevada and shall return the vehicle(s) to the same location after installation has been completed. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes

Description	Command Vehicles Nick Gosselin fax #825-0889 commandvehicles@sbcglobal.net	Sierra Electronics Jeff Springer fax #358-9309 jeffs@sierraelectronics.com
52.9 State round trip distance in miles:	60 miles	65.5 miles
52.10 Bidder agrees to pick up the vehicle(s) within five (5) working days from notification. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52.11 Bidder agrees to call Fleet Services at 775-887-2350 within one (1) working day of notification of vehicle availability, to arrange a pick up date and time. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52.12 Bidder agrees to call Fleet Services at 775-887-2350 to schedule an appointment for the delivery and inspection of the completed vehicle(s). <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52.13 Should a component fail to operate due to improper installation, Bidder agrees to correct the problem within 72 working hours of notification. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52.14 Should a component fail to operate after installation and the Bidder insists that the installation is correct, the component will be sent back to the supplier to be tested.		
52.14.1 If the component proves to be inoperable, the Bidder shall be eligible to receive payment for the installation. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
52.14.2 If the component proves to be operable, the Bidder agrees to pay for all costs to determine the status of the component and shall not be eligible to receive payment for the installation. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
53 Bidder agrees that the CONTRACT TERM shall be from date of award by the Board of Supervisors through June 30, 2007. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes

Description	Command Vehicles Nick Gosselin fax #825-0889 commandvehicles@sbcglobal.net	Sierra Electronics Jeff Springer fax #358-9309 jeffs@sierraelectronics.com
53.1 Bidder agrees that Carson City shall have the right to renew the Contract, for three (3) additional one (1) year periods, subject to negotiation. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
53.2 Bidder guarantees the pricing through June 30, 2007. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
54 Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this REQUEST FOR BID , the City may declare the Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
55 Bidder agrees that in the event of default by the Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
56 Bidder agrees that if necessity requires the use of materials or supplies not conforming to the SPECIFICATIONS , they may be accepted and payment shall be made at a proper adjustment in price. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes

Description	Command Vehicles Nick Gosselin fax #825-0889 commandvehicles@sbcglobal.net	Sierra Electronics Jeff Springer fax #358-9309 jeffs@sierraelectronics.com
57 Bidder has read and agrees to abide by the TERMS AND CONDITIONS of this REQUEST FOR BID . <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
58 Bidder agrees to provide a certificate of general liability insurance containing limits of not less than One Million Dollars (\$1,000,000); naming Carson City as an additional insured and that such insurance shall be primary as respects Carson City and that any "other insurance" provision shall not apply to the additional insured; and naming Carson City Purchasing & Contracts as certificate holder. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701 within ten (10) days of award by the Board of Supervisors. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
59 Bidder agrees to provide a certificate of workers' compensation insurance listing Carson City Purchasing & Contracts as a certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701. <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
60 CASH DISCOUNT of _____ % may be taken in addition to the price(s) stated for the terms of _____ days.	1% - 15 days	0% - 0 days
61 PRICING SUMMARY:		

Description	Command Vehicles Nick Gosselin fax #825-0889 commandvehicles@sbcglobal.net	Sierra Electronics Jeff Springer fax #358-9309 jeffs@sierraelectronics.com
61.1 State price per mile to transport a vehicle to and from the Corporate Yard, 3303 Butti Way Building #2, Carson City, NV 89701.	0 - no cost	0 - no cost
61.2 Sheriff's Office Patrol - Impala (Refer to Section 3.2.1.1 for installation specifications) - 9 vehicles		
61.2.1 State PRICE PER HOUR for the installation of components	\$75/hour	\$50/hour
61.2.3 State estimate number of hours required for the installation of components	24 hours	37 hours
Extended Cost for 9 vehicles		\$16,650.00
61.3 Sheriff's Office Patrol - Tahoe (Refer to Section 3.2.1.1 for installation specifications) - 2 vehicles		
61.3.1 State PRICE PER HOUR for the installation of components	\$75/hour	\$50/hour
61.3.3 State estimate number of hours required for the installation of components	30 hours	37 hours
Extended Cost for 2 vehicles		\$3,700.00
61.4 Sheriff's Office Detective - Taurus (Refer to Section 3.2.1.2 for installation specifications) - 2 vehicles		
61.4.1 State PRICE PER HOUR for the installation of components	\$75/hour	\$50/hour
61.4.3 State estimate number of hours required for the installation of components	20 hours	13 hours
Extended Cost for 2 vehicles		\$1,300.00

Description	Command Vehicles Nick Gosselin fax #825-0889 <small>commandvehicles@sbcglobal.net</small>	Sierra Electronics Jeff Springer fax #358-9309 <small>jeffs@sierraelectronics.com</small>
61.5 Sheriff's Office Lab - Suburban (Refer to Section 3.2.1.3 for installation specifications) - 1 vehicle		
61.5.1 State PRICE PER HOUR for the installation of components	\$75/hour	\$50/hour
61.5.3 State estimate number of hours required for the installation of components	30 hours	13 hours
	Extended Cost for 1 vehicle	\$650.00
61.6 Fire Department - Tahoe (Refer to Section 3.2.2.1 for installation specifications) - 1 vehicle		
61.6.1 State PRICE PER HOUR for the installation of components	\$75/hour	\$50/hour
61.6.3 State estimate number of hours required for the installation of components	75 hours	62 hours
	Extended Cost for 1 vehicle	\$3,100.00
61.7 Fire Department Staff - Tahoe (Refer to Section 3.2.2.2 for installation specifications) - 1 vehicle		
61.7.1 State PRICE PER HOUR for the installation of components	\$75/hour	\$50/hour
61.7.3 State estimate number of hours required for the installation of components	35 hours	25 hours
	Extended Cost for 1 vehicle	\$1,250.00
61.8 Fire Department Staff - Impala (Refer to Section 3.2.2.3 for installation specifications) - 1 vehicle		
61.8.1 State PRICE PER HOUR for the installation of components	\$75/hour	\$50/hour

Description	Command Vehicles Nick Gosselin fax #825-0889 commandvehicles@sbcglobal.net	Sierra Electronics Jeff Springer fax #358-9309 jeffs@sierraelectronics.com
61.8.3 State estimate number of hours required for the installation of components	8 hours	4 hours
Extended Cost for 1 vehicle	\$600.00	\$200.00
Grand Total for 17 vehicles	\$34,800.00	\$26,850.00
61.9 State the maximum number of vehicles per week that Bidder can complete installation:	3 vehicles per week	3 vehicles per week
61.10 State number of working hours and/or days it will take to complete installation once vehicle has been picked up from Corporate Yard:	8 weeks for 17 vehicles	1-1/2 days
61.11 State any follow-up services provided and any associated costs to provide these services:	Warranty work (free for 1 year) Non-Warranty work (shop rate of \$75.00 hour)	Sierra Electronics provides workmanship warranty for the life of the vehicle. There is no additional charge for this warranty.
62 BID RESPONSE signed & notarized <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
63 Exceptions taken <input type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard/Visa accepted = plus 1%	none
Bidder initialed & dated each page of BID RESPONSE <input type="checkbox"/> Yes <input type="checkbox"/> No	yes	yes
Exhibit 5.3 - provided a copy of the Bidder's warranty <input type="checkbox"/> Yes <input type="checkbox"/> No	no	yes
*** End Of Document ***		

Sierra Electronics



690 EAST GLENDALE AVENUE, SUITE 9B
SPARKS, NV 89431
Phone: (775) 359-1121 (800) 874-7515
Fax: (775) 358-9309



MOTOROLA
Authorized Two-Way
Radio Dealer

Bid # 0506-088

Emergency Vehicles – Electronics and Appurtenances Installation

Sierra Electronics
690 E. Glendale Ave. Suite 9b
Sparks, NV 89431

Contact – Jeff Springer

Phone 775-359-1121

Fax 775-358-9309

ORIGINAL DOCUMENTS

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

11/28/05

49 BIDDER INFORMATION:

Company Name: SIERRA ELECTRONICS
Federal ID No.: 88-0168379
Mailing Address: PO BOX 1545
City, State, Zip Code: SPARKS, NV 89432
Complete Telephone Number: 775-359-0121
Complete Fax Number: 775-358-9309

Contact Person/Title: JEFF SPRINGER / SERVICE MANAGER
Mailing Address: PO BOX 1545
City, State, Zip Code: SPARKS, NV 89432
Complete Telephone Number: 775-359-1121
Complete Fax Number: 775-358-9309
E-mail Address: JEFFS@SIERRAELECTRONICS.COM

50 Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Treasurer's Office before commencing business. However, possession of said license is not a prerequisite for bidding.

50.1 If Bidder has a valid Carson City Business License, please provide number:

04-15223

50.2 Bidder does not have a valid Carson City Business License. Bidder contacted a representative of the Treasurer's Office Business License Division at 775-887-2092 FAX #775-887-2102 and has been informed that Bidder does need a Carson City Business License for this **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License if awarded this **REQUEST FOR BID**.

Signature _____ Date _____

50.3 Bidder does not have a valid Carson City Business License. Bidder certifies that he has spoken to _____ a representative of the Treasurer's Office Business License Division at 775-887-2092 and has been informed that Bidder does not need a Carson City Business License for this **REQUEST FOR BID**.

Signature _____ Date _____

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE

Bidder's initials & date

JP 11/28/05

51 DISCLOSURE OF PRINCIPALS:

51.1 Individual and/or Partnership:

Owner 1) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Owner 2) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

51.2 Corporation:

State in which Company is Incorporated: Nevada
Date Incorporated: 12/31/80
Name of Corporation: Berry Enterprises Inc.
Address: 690 E. Glendale Ave Ste 9B
City, State, Zip Code: Sparks, NV, 89431
Complete Telephone Number: 775-359-1121

President's Name: Josiah Lee Walton

Vice-President's Name: Eckke Warren

Other 1) Name: C. Kenneth Berry
Title: Secretary

Other 2) Name: Barbara Berry
Title: Treasurer

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

11/28/05

If Bidder responds NO to any of the following questions, Bidder must use the EXCEPTION SUMMARY document to record any deviations, modifications, and/or alternates proposed to this REQUEST FOR BID. Failure to do so may be justification for rejection of the BID RESPONSE. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the EXCEPTION SUMMARY shall be interpreted to convey that the Bidder will perform in the manner described and/or specified in this REQUEST FOR BID.

52 Bidder has read the SPECIFICATIONS and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this **REQUEST FOR BID**?

Yes No

52.1 Bidder agrees that no guarantee is given that any specific amount of work will be ordered.

Yes No

52.2 State Bidder's expressed warranty on workmanship and all materials used.

WORKMANSHIP WARRANTY IS THE LIFE OF VEHICLE.
MATERIALS ARE BASED ON MANUFACTURER WARRANTY.

52.3 Bidder understands and accepts that installation may start in January 2006.

Yes No

52.4 Bidder agrees to sign a document acknowledging receipt of components that will either be shipped to Bidder or will be delivered to Bidder by Carson City.

Yes No

52.5 Should Bidder lose any component(s), Bidder agrees to replace said component(s) with the same exact item at no cost to Carson City.

Yes No

52.6 Should Bidder damage any component(s), Bidder agrees to replace said component(s) with the same exact item at no cost to Carson City.

Yes No

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

[Signature] 11/28/05

- 52.7 Bidder agrees to supply the miscellaneous hardware not supplied by the various manufacturers of the listed components to complete the installation. The cost for these items shall be included in the hourly rate for the installation of components.
- Yes No
- 52.8 Bidder agrees to pick up the vehicle(s) to be serviced from the Carson City Corporate Yard, 3303 Butti Way Building #2, Carson City, Nevada and shall return the vehicle(s) to the same location after installation has been completed.
- Yes No
- 52.9 State round trip distance in miles: 65.5
- 52.9.1 If the total round-trip distance is greater than 300 miles, Bidder agrees to transport the vehicles via trailers.
- Yes No N/A
- 52.10 Bidder agrees to pick up the vehicle(s) within five (5) working days from notification.
- Yes No
- 52.11 Bidder agrees to call Fleet Services at 775-887-2350 within one (1) working day of notification of vehicle availability, to arrange a pick up date and time.
- Yes No
- 52.12 Bidder agrees to call Fleet Services at 775-887-2350 to schedule an appointment for the delivery and inspection of the completed vehicle(s).
- Yes No
- 52.13 Should a component fail to operate due to improper installation, Bidder agrees to correct the problem within 72 working hours of notification.
- Yes No

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52.14 Should a component fail to operate after installation and the Bidder insists that the installation is correct, the component will be sent back to the supplier to be tested.

52.14.1 If the component proves to be inoperable, the Bidder shall be eligible to receive payment for the installation.

Yes No

52.14.2 If the component proves to be operable, the Bidder agrees to pay for all costs to determine the status of the component and shall not be eligible to receive payment for the installation.

Yes No

53 Bidder agrees that the **CONTRACT TERM** shall be from date of award by the Board of Supervisors through June 30, 2007.

Yes No

53.1 Bidder agrees that Carson City shall have the right to renew the Contract, for three (3) additional one (1) year periods, subject to negotiation.

Yes No

53.2 Bidder guarantees the pricing through June 30, 2007.

Yes No

54 Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, the City may declare the Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.

Yes No

55 Bidder agrees that in the event of default by the Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.

Yes No

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56 Bidder agrees that if necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.

Yes No

57 Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**.

Yes No

58 Bidder agrees to provide a certificate of general liability insurance containing limits of not less than One Million Dollars (\$1,000,000); naming Carson City as an additional insured and that such insurance shall be primary as respects Carson City and that any "other insurance" provision shall not apply to the additional insured; and naming Carson City Purchasing & Contracts as certificate holder. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701 within ten (10) days of award by the Board of Supervisors.

Yes No

59 Bidder agrees to provide a certificate of workers' compensation insurance listing Carson City Purchasing & Contracts as a certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701.

Yes No

60 **CASH DISCOUNT** of 8 % may be taken in addition to the price(s) stated for the terms of 8 days.

60.1 Prompt payment discounts will be considered in award recommendation only if discount period is fifteen (15) or more calendar days.

60.2 Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date.

60.3 Payment is deemed to be made on the date payment is mailed to the Bidder.

61 **PRICING SUMMARY:**

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Bidder's initials & date

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61.1 State price per mile to transport a vehicle to and from the Corporate Yard, 3303 Butti Way Building #2, Carson City, NV 89701.

61.1.1 State PRICE PER MILE in figures:

\$ 0

61.1.2 State PRICE PER MILE in words:

zero Dollars

61.2 Sheriff's Office Patrol - Impala (Refer to Section 3.2.1.1 for installation specifications)

61.2.1 State PRICE PER HOUR in figures for the installation of components

\$ 50⁰⁰

61.2.2 State PRICE PER HOUR in words for the installation of components

fifty dollars per hour

61.2.3 State estimate number of hours required for the installation of components

37

61.3 Sheriff's Office Patrol - Tahoe (Refer to Section 3.2.1.1 for installation specifications)

61.3.1 State PRICE PER HOUR in figures for the installation of components

\$ 50⁰⁰

61.3.2 State PRICE PER HOUR in words for the installation of components

fifty dollars per hour

61.3.3 State estimate number of hours required for the installation of components

37

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- 61.4 Sheriff's Office Detective - Taurus (Refer to Section 3.2.1.2 for installation specifications)
- 61.4.1 State PRICE PER HOUR in figures for the installation of components
\$ 50⁰⁰
- 61.4.2 State PRICE PER HOUR in words for the installation of components
fifty dollars per hour
- 61.4.3 State estimate number of hours required for the installation of components
13
- 61.5 Sheriff's Office Lab - Suburban (Refer to Section 3.2.1.3 for installation specifications)
- 61.5.1 State PRICE PER HOUR in figures for the installation of components
\$ 50⁰⁰
- 61.5.2 State PRICE PER HOUR in words for the installation of components
fifty dollars per hour
- 61.5.3 State estimate number of hours required for the installation of components
13
- 61.6 Fire Department - Tahoe (Refer to Section 3.2.2.1 for installation specifications)
- 61.6.1 State PRICE PER HOUR in figures for the installation of components
\$ 50⁰⁰
- 61.6.2 State PRICE PER HOUR in words for the installation of components
fifty dollars per hour

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61.6.3 State estimate number of hours required for the installation of components

62

61.7 Fire Department Staff - Tahoe (Refer to Section 3.2.2.2 for installation specifications)

61.7.1 State **PRICE PER HOUR** in figures for the installation of components

\$ 50

61.7.2 State **PRICE PER HOUR** in words for the installation of components

fifty dollars per hour

61.7.3 State estimate number of hours required for the installation of components

25

61.8 Fire Department Staff - Impala (Refer to Section 3.2.2.3 for installation specifications)

61.8.1 State **PRICE PER HOUR** in figures for the installation of components

\$ 50

61.8.2 State **PRICE PER HOUR** in words for the installation of components

fifty dollars per hour

61.8.3 State estimate number of hours required for the installation of components

4

61.9 State the maximum number of vehicles per week that Bidder can complete installation:

3

CARSON CITY PURCHASING & CONTRACTS

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Bidder's initials & date

JP 11/24/05

61.10 State number of working hours and/or days it will take to complete installation once vehicle has been picked up from Corporate Yard:

2 1/2 Days

61.11 State any follow-up services provided and any associated costs to provide these services:

Sierra Electronics provides workmanship warranty for the life of the vehicle.

There is no additional charge for this warranty.

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

Bidder's initials & date JP/11/28/05

62 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
COUNTY OF Washoe) SS

I, Jeff Springer (Name of party signing this **BID RESPONSE**), being first duly sworn, do depose and say: That I am the Bidder, or the authorized agent of the Bidder, from whom the aforesaid described product(s) and/or service(s) is to be provided; that I have read and agree to abide by this **REQUEST FOR BID** which includes the following documents: **NOTICE TO BIDDERS, SPECIFICATIONS, TERMS AND CONDITIONS, and BID RESPONSE.**

BIDDER:
PRINTED NAME OF BIDDER: Jeff Springer
TITLE: Service Manager
FIRM: Sierra Electronics
Address: PO Box 1545
City: Sparks
State / Zip Code: NV 89431
Telephone Number: 775 359 1121
Fax Number: 775 358 9309
E-mail address: JEFFS@SierraElectronics.com

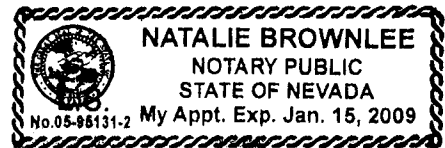
[Signature]
(Signature of Bidder)
DATED this 29 day of November, 2005.

ATTEST:

On this 29th day of November, in the year 2005, before me, Natalie Brownlee, Notary Public, personally appeared Jeffrey Scott Springer, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it.

WITNESS my hand and official seal.

Natalie Brownlee
Notary's Signature
My Commission Expires: 1-15-09



Natalie Brownlee Notary Public for the State of Nevada

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE

Bidder's initials & date Q 11/28/05

63 EXCEPTION SUMMARY INSTRUCTIONS:

63.1 Use this document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that the Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

63.2 If additional space is required, use company letterhead and mark as "Exhibit 63.2".

63.3 If there are no deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**, write "None".

None

*** END OF BID RESPONSE ***

**Sierra
Electronics**



690 EAST GLENDALE AVENUE, SUITE 9B
SPARKS, NV 89431
Phone: (775) 359-1121 (800) 874-7515
Fax: (775) 358-9309



MOTOROLA
Authorized Two-Way
Radio Dealer

Exhibit 5.3 Warranty and Guaranties

Sierra Electronics standard warranty is that all workmanship is guaranteed for the service life of the vehicles that it builds. Sierra Electronics will determine to repair or replace any deficiencies based on a case by case basis.

Equipment and part warranties are per manufacturer guidelines.