



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: April 5, 2018

Staff Contact: Laura Rader and Zach Good

Agenda Title: For Possible Action: To approve Contract No. 1718-138 Up Fit of Public Works and Emergency Vehicles with Spencer Motorworks, LLC, DBA TSA Custom Car and Truck for a not to exceed annual amount of \$300,000 for five (5) years to be funded from various city accounts. (Laura Rader; Lrader@carson.org and Zach Good; Zgood@carson.org).

Staff Summary: This contract will provide the City with the purchase and installation of emergency lighting, traffic control devices, communications equipment, and prisoner transport systems for Fire, Police and Public Works Vehicles.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve Contract No. 1718-138 Up Fit of Public Works and Emergency Vehicles with Spencer Motorworks, LLC, DBA TSA Custom Car and Truck for a not to exceed annual amount of \$300,000 for five (5) years to be funded from various city accounts.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

A formal Request for Specifications and Bid Proposal (RFP) was released on January 31, 2018 and proposals were accepted through 2pm on February 28, 2018. Two proposals were submitted and the evaluation committee is recommending TSA Custom Car and Truck.

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Various citywide accounts

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: This contract is for the up fit of equipment and vehicles approved through the annual CIP process. The CIP approved amounts include the cost of the up fit.

Alternatives

Do not approve contract and provide alternative direction to staff.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-138
Title: Up Fit of Public Works & Emergency Vehicles

THIS CONTRACT is made and entered into this _____ day of _____, 2018, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Spencer Motorworks, LLC (DBA: TSA Custom Car and Truck), hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does ___) (does not ___X___) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1718-138** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until approved by the Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

For P&C Use Only
CCBL expires _____
NVCL expires _____
GL expires _____
AL expires _____
WC expires _____

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2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from April 5, 2018 to June 30, 2021, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Darin Bourgeois, General Manager
TSA Custom Car and Truck
2860 U.S. Highway 50 East
Carson City, NV 89701
775-883-0477
tsacustomcarandtruck@gmail.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Laura Rader, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2107
Lrader@carson.org

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5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum annual amount of Three Hundred Thousand Dollars and 00/100 (\$300,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action

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may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

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7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the

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other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid

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document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

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13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and

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advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

- 13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended

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Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract.

CONTRACTOR will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-138
Title: Up Fit of Public Works & Emergency Vehicles

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 In the event federal grant funds are used for payment of all or part of this Contract:

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

INDEPENDENT CONTRACTOR AGREEMENT
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Title: Up Fit of Public Works & Emergency Vehicles

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general

INDEPENDENT CONTRACTOR AGREEMENT
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conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Chief Financial Officer
Attn: Laura Rader, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2107
Lrader@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Jason Link, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Laura Rader, CPPB
Purchasing & Contracts Administrator

By: _____

Dated _____

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-138
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Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Darin Bourgeois

TITLE: General Manager

FIRM: Spencer Motorsports, LLC/DBA: TSA Custom Car and Truck

CARSON CITY BUSINESS LICENSE #: 18-00001298

Address: 2860 U.S. Highway 50 East

City: Carson City **State:** NV **Zip Code:** 89701

Telephone: 775-883-0477

E-mail Address: tsacustomcarandtruck@gmail.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-138
Title: Up Fit of Public Works & Emergency Vehicles

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 5, 2018 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-138**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 5th day of April, 2018.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 5th day of April, 2018.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 1718-138
Title: Up Fit of Public Works & Emergency Vehicles

SAMPLE INVOICE

Invoice Number: _____
 Invoice Date: _____
 Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Public Works
 Attn: Karen White
 3505 Butti Way
 Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$ _____
Less amount previously billed	\$ _____
= contract sum prior to this invoice	\$ _____
Less this invoice	\$ _____
=Dollars remaining on Contract	\$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

TSA CUSTOM CAR AND TRUCK

RFP #1718-138

UP FIT FOR PUBLIC WORKS AND
EMERGENCY VEHICLES

2860 U.S. HIGHWAY 50 EAST
CARSON CITY, NV 89701

February 27, 2018

Carson City Purchasing and Contracts
Laura Rader
201 N. Carson Street, Suite #2
Carson City Nevada, 89701

Dear Ms. Radar,

We at TSA Custom Car and Truck are thrilled to have the chance to submit a proposal that will help up fit Carson City's Public Works, Fire and Police vehicles as well as extend TSA Custom Car and Truck's long standing relationship with Carson City.

TSA Custom Car and Truck is a family owned accessory business located in Carson City, Nevada since its inception in 1994. We pride ourselves on building high-quality, durable, and reliable vehicles that will last through the in-service life of the vehicle. Every installation is approved by a quality assurance technician before leaving the shop. We take pride in the quality of our services, and that pride stems from paying attention to the details. We believe it's the small things that make the difference between a fleet on the road and one in the shop. The track record that we've established with Carson City attests to this, with many servicers and end users saying that the vehicles we build are among the very best they have ever seen. We have customers that travel from Southern Nevada and Northern California to have us build their Public Works and emergency vehicles because of the quality and service we provide. Our customers include, but are not limited to: Carson City Sherriff's Office, Carson City Public Works, Bureau of Land Management Law Enforcement and Fire, Nevada Division of Forestry, Department of Public Safety (DPS) State Fire Marshal, Reno Fire, Beatty Fire, and Nye County Emergency Management.

After a thorough analysis of the required line items within the RFP, and having the knowledge and experience of building nine (9) Carson City Sherriff's patrol vehicles, we added a few components to some of the builds to ensure consistency across all Public Works, Fire and Police vehicles. Specifically, we added 911 Circuits CH15 to the Fire Tahoe, Fire Silverado, and Detective Ford Interceptor Sedan, and a Sound Off Signal Intellaswitch to the Colorado base build. We factored in wiring of the headlight and taillight flashers that the Tahoe's are equipped with from the factory as well. We also researched and spoke to Kussmaul's technical department regarding the auto charge kit and they recommended the LPC 20 kit due to the vehicle's power needs. The LPC 20 is "floating" charger that gives the batteries only what they need when they need it. They still come with auto eject plug and battery charger; however it's different than the one that comes in the 57-42-1106 kit. As opposed to the constant flow of power that the 57-42-1106 provides, potentially over charging that batteries and causing early battery failure. We realize that these were not requested per the RFP, but we wanted to provide the most accurate information as possible. These additional items were added separately, outside of the required products, and can be disregarded if they are not needed.

In conformance with the RFP, TSA Custom Car and Truck attests to the following:

- The legal name and corporate structure is as follows:
Spencer Motorworks, LLC
DBA: TSA Custom Car and Truck
- Primary Contact:
Darin M. Bourgeois, General Manager
2860 U.S. Highway 50 East
Carson City , Nv. 89701
Phone: 775-883-0477
tsacustomcarandtruck@gmail.com
- Does not have any Companies, Corporations, Partnerships, or Joint Ventures are affiliates.
- Will not be using subcontractors or outside vendors. All work will be completed in-house by TSA Custom Car and Truck.
- Does not have any pending litigations.
- Does not have any bankruptcies or insolvencies proceedings in last ten (10) years.
- This bid will remain valid for at least 120 days from the day of closing, February 28th 2018.
- TSA Custon Car and Truck is freeof any conflict of interest with Carson City.

Thank you for considering our proposal. We're confident that we can exceed your expectations. If you have any questions, please do not hesitate to contact me. We look forward to continuing our work with Carson City. Carson City is our home and it is a point of personal pride for us to build our City's Public Works, Fire and Police vehicles.



Darin Bourgeois
General Manager
TSA Custom Car and Truck
2860 U.S. Highway 50 East
Carson City, NV 89701
775-883-0477



Request for Specifications and Bid Proposal (RFP) No. 1718-138

Up Fit for Public Works and Emergency Vehicles

Issue Date

January 31, 2018

Response Due Date/Time

February 28, 2018 before 2:00 PM PST

RFP #1718-138

Up Fit of Public Works and Emergency Vehicles

The City of Carson City is looking to establish a five year parts and labor contract through competitive bidding. This contract can be awarded to more than one successful bidder. Awarded bidders are to provide products and labor for the up fit of Carson City Public Works, Fire and Police vehicles. Products to be installed are, but not limited to, lights, sirens, communication equipment, material handling, storage products, and traffic safety devices.

RECEIPT AND OPENING OF RFP: Bid proposals submittals must be received by **2:00pm on Wednesday, February 28, 2018.**

All bid proposals must be plainly labeled as “**RFP #1718-138 Up Fit for Public Works and Emergency Vehicles**” and delivered to:

**Carson City Purchasing & Contracts
Laura Rader
201 N. Carson Street, Suite #2
Carson City Nevada, 89701**

Until the receipt and opening of the bids, the bidders’ principal contact with Carson City will be as listed below. All questions are to be submitted in writing and potential Bidders will receive copies of all questions and answers except for the questions that are considered proprietary. Questions will only be received through 12:00 p.m. on February 20, 2018.

Laura Rader
Purchasing and Contracts Administrator
Carson City– Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701
775-283-7362
e-mail: LRader@carson.org

All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other City staff or City officials may be disqualified for doing so.

Recommendation for Award will be made by the Fleet Supervisor and Specification Review Committee. Final award will be made by the Carson City Board of Supervisors and is tentatively scheduled for April 5, 2018. The Carson City Board of Supervisors meeting will be held in the Sierra Room of the Carson City Community Center, 851 East William Street, Carson City, Nevada 89701 beginning at 8:30am. The results will be also posted on the City’s website www.carson.org/Bids.

AWARD OF CONTRACT: The award will take into consideration the price, quality, and warranty of the proposed equipment.

RFP #1718-138

PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

REJECTION OF BID PROPOSALS: Carson City reserves the right to reject any or all bid proposals and alternatives and to waive any informality or technicality in any bid proposal that we may deem not to be in the best interest of the City and to request new bid proposals when required. In addition, we reserve the right to accept the bid proposal deemed most advantageous and in the best interest of the City. We will not be bound to accept low bid if it is not in our best interest. We reserve the right to determine which (if any) substitutions are acceptable and to negotiate changes after the award.

It is also the intent of the Department to allow any other governmental entity to utilize NRS 332.195 – Joinder Clause, to purchase off of this same specification if so desired.

Vendors taking complete exception to the entire specifications will be removed from the bidding process as non-responsive.

Cover Letter

The proposal must include a cover letter that provides the following:

- a) Bidder's legal name and corporate structure.
- b) Bidder's primary contact to include name, address, phone, and email.
- c) Other Companies, Corporations, Partnerships, or Joint Ventures with which the Bidder is affiliated.
- d) Identification of use of subcontractors and scope of work to be performed by subcontractors.
- e) Identification of any pending litigation against the Bidder or Bidder's affiliates.
- f) Disclosure of any bankruptcy or insolvency proceedings in last ten (10) years for the Bidder or the Bidder's affiliates.
- g) Statement of the Bidder's credentials to deliver the services sought under the RFP.
- h) Statement indicating the bid proposal remains valid for at least 120 days.
- i) Statement that the Bidder or any individual who will perform work for the Bidder is free of any conflict of interest (e.g., employment by the City).
- j) Signature of a company officer empowered to bind the Bidder to the provisions of this RFP and any contract awarded pursuant to it.

The Bid Proposal Cover Letter should be concise and brief and not exceed three (3) pages.

RFP #1718-138

PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Scope of Work:

City of Carson City is looking to establish a five year parts and labor contract for the up fit of Carson City Public Works, Fire and Police vehicles. Products to be installed are, but not limited to lights, sirens, communication equipment, material handling, storage products, and traffic safety devices (see pages 9-34 for item details).

Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of the City.

Quality:

Unless otherwise required in the specifications, all goods furnished by the vendor shall be new and unused.

Vendor Qualifications:

- Vendors must have an install center within a 100 miles of Carson City, Nevada
- Vendors must be able to provide a minimum 12 month warranty on labor
- Vendors must be able to provide warranty on all parts they supply
- Vendors must have 3 years experience with emergency and public safety vehicle up fit

Brand Names / Equipment Specifications

Whenever reference to a specific brand name is made by the City, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or noncompliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

An equivalent ("or equal") may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder's responsibility to provide, at bidder's expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

The entire scope of specifications shall be strictly adhered to. Any bid submitted without exceptions will be required to meet EVERY DETAIL of these specifications regardless of the cost to the bidder.

RFP #1718-138

PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

These specifications shall in no way restrict the bids to any specific brand name.

Items Offered:

If the item offered by the bidder has a trade name, brand and/or catalog number, such shall be stated in the bid.

If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face here of, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

All pricing given by the bidder will have to be firm with no more than a 5% increase on parts and labor per year.

Samples:

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples upon request and at no additional cost to the City

Taxes:

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable. The successful bidder shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work or materials under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The successful bidder shall make any and all payroll deductions required by law. The successful bidder herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest.

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Administrator. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

Disqualification of Bidder:

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).
- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.

Bid Proposal Errors:

Bidders are liable for all errors or omissions contained in their Information. Bidders will not be allowed to alter bid proposal documents after the Deadline for Bid Proposal Submission.

Prohibition of Bidder's Submittal of Terms and Conditions:

A Bidder may not submit the Bidder's own contract terms and conditions in a response to this RFP. If a bid proposal contains such terms and conditions, the City, at its sole discretion, may determine the bid proposal to be a counter-offer (and therefore a legal rejection of the City's request), and the bid proposal may be rejected.

Assignment and Subcontracting:

The Bidder may not subcontract, transfer, or assign any portion of the contract without prior written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only upon the approval of the City and with prior written approval from the City.

The Bidder who is awarded a contract under this RFP will be the responsible party for all work performed, even if the Bidder uses approved subcontractors. Additionally, the Bidder will be responsible for all costs or charges related to or connected with the use of any approved subcontractors.

The Bidder is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Licensure and Insurance:

Before a contract pursuant to this RFP is signed, the Bidder must hold all necessary, applicable business and professional licenses. The City may require any or all Bidders to submit evidence of proper licensure.

The City may require the Bidder who is awarded the contract to procure or maintain liability insurance and provide proof of the insurance in amounts satisfactory to the City before the Bidder begins work.

Contract Termination:

Carson City reserves the right to terminate the contract if the Bidder does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited to the following:

- (a) Unsatisfactory performance record as shown by past work for the City of Carson City, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (b) Uncompleted work which, in the judgment of the City of Carson City, might hinder or prevent the prompt completion of additional work, if awarded.
- (c) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (d) Failure to comply with any requirements of the City of Carson City.
- (e) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (f) Any other reason determined, in good faith, to be in the best interest of the City of Carson City.

Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

Liquidated Damages:

In case of failure on the part of the vendor to deliver a completed vehicle within 15 working days of receivable, or within such additional time(s) as may be granted by formal action of the City, the vendor shall pay the City, as liquidated damages, the sum of \$50 for each working day of delay until such reasonable time as may be required for final completion, together with any increased costs incurred by the City. The signing of the bid proposal by the Bidder shall be prima facie evidence that the vendor agrees that the amount of liquidated damages is fair and reasonable.

RFP #1718-138 PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder for the amount shown on the accompanying bid sheets and hereby certifies full compliance with the terms and conditions, specifications and special provisions of the invitation to bid. By signing below, you signify that you have read the entire document and agree to the terms and conditions therein.

Name of Firm: TSA Custom Car and Truck

Business Address: 2860 U.S. Highway 50 East

City: Carson City State: Nv. Zip: 89701

Telephone Number: 775-883-0477 Fax Number: 775-883-2521

Email: tsacustomcarandtruck@gmail.com

Federal ID Number: 264431094

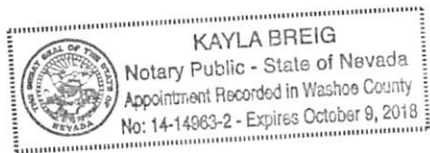
Authorized Signature: *Darin Bourgeois* Date: 2/27/2018

Typed or Printed Name: Darin Bourgeois Title: General Manager

State of Nevada County of Carson City
On this 27 day of February in the year 2018,
before me, the undersigned notary public, personally appeared and known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/~~she~~ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal.

[Signature]
Notary Public



My commission expires: 9th October 2018

RFP #1718-138

PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 1 Vendor provided Equipment and Labor**VENDOR NAME:** TSA Custom Car and Truck**VENDOR SIGNATURE:** *Dan Benjamin***2018 Chevrolet Tahoe Patrol Base build**

Item#	Description	Manufacturer /Model	Part Number	Part and Installed cost
1	Front Lighted Push Bar (mounting with two forward facing 4 inch led lights)	Westin Push bar Sound Off 4inch Mpower dual color 1 Red and White 1 Blue and White	36-53805 EMPC2STS4D EMPC2STS4E	\$884
2	Roof mounted 48 inch Light bar with mounting kit (See Light bar configuration)	Sound Off Enforce 48" light bar	ENEFLBS1248	\$1,898
3	Six mounted Perimeter and Intersection lights 2 on Push bar or fender dual color 2 On Left running board 2 on Right running board 2 mounted rear lights By license plate	Sound Off Mpower 3 inch	EMPS1STS1R EMPS1STS1B EMPS1STS3J 3x Red 3x Blue 2x Red/Blue Price of wiring factory headlight and taillight flashers.	\$1,104 \$109
4	Floor Liner	Husky	53111	\$119
5	Two Recessed lights mounted in rear tailgate 1 Red 1 Blue	Sound Off EnForce 4 inch recessed mount	ENFSRS1R ENFSRS1B	\$433
6	Siren controller with P.A Mount in center console 100watt speaker behind grill	Sound Off 400 Series Siren controller 100 watt speaker	ETSA481CSP ETSS100C	\$879
7	Dual Weapon mount Rifle mount hand cuff key 870 barrel mount handcuff key Single Weapon mount Handcuff key	Troy products Dual weapon mount Troy Built Single weapon mount	GMSGRFMNT GMSGLMNT GLSC1 Qty 2 GLSC1/AR	\$1,013 Fabricate rear weapon mount.

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 1 Vendor provided Equipment and Labor**VENDOR NAME:** TSA Custom Car and Truck**VENDOR SIGNATURE:** *Dain Bouyer***2018 Chevrolet Tahoe Patrol Base build**

Item#	Description	Manufacturer /Model	Part Number	Installed cost
8	Partition with sliding window and space maker kick panel and rear seat	Troy products partition and kick panels and seat	TPESL6FSS KPTH15BFSS PSTH15OSR	\$2,514
9	Rear door panels and window guards	Troy products	DPTH15DSPS WGTH15DSPS	\$638
10	Sloped center console with F12 inch flex light , cup holders, armrest	Troy products	CCFTMC711 ACINBHG ACSIDEARM6 ACLL12LED	\$767
11	Computer mount full articulation side console mount	Troy products	CMSDMTSLLED	\$427
12	15 Circuit harness with timer	911 Circuits	CH15 with timer	\$757
13	Single drawer Vault	Troy products	CP-403212TL-IPD	\$1,611
14	Tie factory passenger spot lamp control to center console light controller	Misc wiring		\$80

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 1.A Customer provided Equipment and Vendor Labor

VENDOR NAME: TSA Custom Car and Truck

VENDOR SIGNATURE: *Devin Bouyer*

2018 Chevrolet Tahoe Patrol Base build

Item#	Description	Manufacturer /Model	Part Number	Installed cost
1	Two way radio system Local head into front console with roof mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$199
2	Two way Radio system remote head front console rear console with roof mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$274
3	Gamber Johnson Panasonic Docking Station	Gamber Johnson	7140-3018-06-P	\$124
4	Cradle Point WiFi with roof mounted antenna	Cradle point IBR 900 Cradle Point antenna	IBR900LP6-NA C1049-570145-A	\$397
5	MPH Bee III Radar system with front and rear pick ups	MPH radar		\$162

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 2 Vendor provided Equipment and Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u><i>Dein Bouyer</i></u>				
2018 Chevrolet Tahoe Detective build				
Item#	Description	Manufacturer /Model	Part Number	Part and Installed cost
1	Two Grill mounted 4 inch led lights)	Sound Off 4inch Mpower dual color 1 Red and White 1 Blue and White	EMPC2STS4D EMPC2STS4E	\$340
2	Front and rear dual color interior light bars, with traffic advisor	ENFWBF(XXXX ENFWBRF(XXX		\$1,953
3	Six mounted Perimeter and Intersection lights 2 on fender dual color 2 on Left running board 2 on Right running board 2 mounted rear lights by license plate	Sound Off Mpower 3 inch	EMPS1STS1R EMPS1STS1B EMPS1STS3J 3x Red 3x Blue 2x Red/Blue Wiring of factoryheadlight and taillight flashers.	\$1,104 \$109
4	Floor Liner	Husky	53111	\$119
5	Two Recessed lights mounted in rear tailgate 1 Red 1 Blue	Sound Off EnForce 4 inch recessed mount	ENFSRS1R ENFSRS1B	\$433
6	Siren controller with P.A Mount in center console 100watt speaker behind grill	Sound Off 400 Series Siren controller 100 watt speaker	ETSA481CSP ETSS100C	\$879
7	Dual Weapon mount Rifle mount handcuff key 870 barrel mount handcuff key Single Weapon mount handcuff key	Troy products Dual weapon mount Troy Built single weapon mount	GMSGRFMNT GMSGLMNT GLSC1 Qty. 2 GLSC1/AR Fabricate rear weapon mount.	\$1,013

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 2 Vendor provided Equipment and Labor**VENDOR NAME:** TSA Custom Car and Truck**VENDOR SIGNATURE:** *Dan Bourgeois***2018 Chevrolet Tahoe Detective Base build**

Item#	Description	Manufacturer /Model	Part Number	Installed cost
8	Partition with sliding window and space maker kick panel and rear seat	Troy products partition and kick panels and seat	TPESL6FSS KPTH15BFSS PSTH15OSR	\$2,514
9	Rear door panels and window guards	Troy products	DPTH15DSPS WGTH15DSPS	\$638
10	Sloped center console with F12 inch flex light , cup holders, armrest	Troy products	CCFTMC711 ACINBHG ACSIDEARM6 ACLL12LED	\$767
11	Computer mount full articulation side console mount	Troy products	CMSDMTSLED	\$427
12	15 Circuit harness with timer	911 Circuits	CH15 with timer	\$757
13	Single drawer Vault	Troy products	CP-403212TL-IPD	\$1,611

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 2.A Customer provided Equipment and Vendor Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u><i>Dein Bouyia</i></u>				
2018 Chevrolet Tahoe Detective Base build				
Item#	Description	Manufacturer /Model	Part Number	Installed cost
1	Two way radio system Local head into front console with roof mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$199
2	Two way Radio system remote head front console rear console with roof mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$274
3	Gamber Johnson Panasonic Docking Station	Gamber Johnson	7140-3018-06-P	\$124
4	Cradle Point WiFi with roof mounted antenna	Cradle point IBR 900 Cradle Point antenna	IBR900LP6-NA C1049-570145-A	\$397

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 3 Vendor provided Equipment and Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u><i>Dan Boyer</i></u>				
2018 Chevrolet Tahoe Fire Base build				
1	Siren controller with PA Mount in center console 100watt speaker behind grill	Sound Off 400 Series Siren controller 100 watt speaker	ETSA481CSP ETSS100C	\$879
2	Sloped wide body console with 12 inch flex light , cup holders, armrest	Troy products	CC-F-THOS-25 ACINBHG ACSIDEARM6 ACCLL12LED	\$931
3	Pre Emitter mounted behind grill	Federal Signal Model 792 strobe	Model 792	\$1,425
4	Two Grill mounted 4 inch led lights) dual color White LED tied to scene lighting	Sound Off 4inch Mpower dual color 1 Red and White 1 Blue and White	EMPC2STS4D EMPC2STS4E	\$340
5	Front and rear dual color interior light bars, with traffic advisor	Sound Off	ENFWBF(XXXX ENFWBRF(XXX	\$1,953
6	Six mounted Perimeter and Intersection lights 2 on fender dual color 2 on Left running board 2 on Right running board 2 mounted rear lights By license plate	Sound Off Mpower 3 inch	EMPS1STS1R EMPS1STS1B EMPS1STS3J 3 x Red 3x Blue 2 x Red/Blue Wiring of factory headlight and taillight flashers	\$1104 \$109
7	Floor Liner	Husky	53111	\$119

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 3 Vendor provided Equipment and Labor

VENDOR NAME: TSA Custom Car and Truck

VENDOR SIGNATURE: *Dein Boyer*

2018 Chevrolet Tahoe Fire Base build

Item#	Description	Manufacturer /Model	Part Number	Installed cost
8	Two Recessed lights mounted in rear tailgate 1 Red 1 Blue	Sound Off EnForce 4 inch recessed mount	ENFSRS1R ENFSRS1B	\$433
9	Kussmal Auto charge kit Recomended	Kussmal Kussmal	57-42-1106 LPC 20 kit	\$1883 \$1433
	Recomended: CH15 Fuse panel/ wiring harness with equipment timer.	911 circuits	CH15	\$757

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 3.A Customer provided Equipment and Vendor Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u><i>Dan Douglas</i></u>				
2018 Chevrolet Tahoe Fire Base build				
Item#	Description	Manufacturer /Model	Part Number	Installed cost
1	Two way radio system Local head into front console with roof mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$199
2	Two way Radio system remote head front console rear console with roof mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$274
3	Gamber Johnson Panasonic Docking Station	Gamber Johnson	7140-3018-06-P	\$124
4	Two hand held radio chargers wired to constant power and ignition power	Motorola/ Bendix King		\$124
5	Two 12 volt flashlight chargers, wired to ignition and shore line power			\$124

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 4 Vendor provided Equipment and Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u>Deni Boyer</u>				
2018 Ford Interceptor Sedan Detective Base build				
Item#	Description	Manufacturer /Model	Part Number	Installed cost
1	Two Grill mounted 4 inch led lights)	Sound Off 4inch Mpower dual color 1 Red and White 1 Blue and White	EMPC2STS4D EMPC2STS4E	\$360
2	Front and rear dual color interior light bars, with traffic advisor	ENFWBF(XXXX ENFWBRF(XXX		\$1,953
3	Four mounted Perimeter and Intersection lights 1 on L fender and 1 on R fender dual color 1 in Left rear window 1 in Right rear window 2 at rear license plate	Sound Off Mpower 3 inch	EMPS1STS1R EMPS1STS1B EMPS1STS3J 2 x Red 2 x Blue 2 x Red/Blue	\$1,013
4	Floor mats	Husky	51501	\$57
5	15 inch sloped center console with cup holders and armrest	Troy Products	CC-PI-DM7-15	\$659
6	Siren controller with PA Mount in center console 100watt speaker behind grill	Sound Off 400 Series Siren controller 100 watt speaker	ETSA481CSP ETSS100C	\$899
7	Trunk mount weapon rack Handcuff key	Pro Gard	GTM002	\$524
8	Self-Support dual weapon mount Handcuff key	Pro Gard	N/A	\$640
9	Front partition	Troy products	TP-E-SL1-US-F	\$959

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 4.A Customer provided Equipment and Vendor Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u><i>Dein Bougeois</i></u>				
2018 Ford Interceptor Sedan Detective Base build				
Item#	Description	Manufacturer /Model	Part Number	Installed cost
1	Two way radio system Local head into front console with roof mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	199
2	Two way Radio system remote head front console rear console with roof mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$274
3	Gamber Johnson Panasonic Docking Station	Gamber Johnson	7140-3018-06-P	\$124
4	Cradle Point WiFi with roof mounted antenna	Cradle point IBR 900 Cradle Point antenna	IBR900LP6-NA C1049-570145-A	\$397
	Recomended: CH15 fuse panel/ wiring harness with equipment timer	911 Circuits	CH15	\$757

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 5 Section Vendor provided Equipment and Labor				
VENDOR NAME: TSA Custom Car and Truck				
VENDOR SIGNATURE: <i>Dan Sawyer</i>				
2018 Chevrolet 2500 Double Cab Fire Base build				
Item#	Description	Manufacturer /Model	Part Number	Installed cost
1	Siren controller with PA Mount in center console 100watt speaker behind grill	Sound Off 400 Series Siren controller 100 watt speaker	ETSA481CSP ETSS100C	\$879
2	Sloped wide body console with 12 inch flex light , cup holders, armrest	Troy products	CC-F-THOS-25	\$718
3	Pre Emitter mounted behind grill	Federal Signal Model 792 strobe	Model 792	\$1,425
4	Two Grill mounted 4 inch led lights) dual color White LED tied to scene lighting	Sound Off 4inch Mpower dual color 1 Red and White 1 Blue and White	EMPC2STS4D EMPC2STS4E	\$340
5	Roof mounted 48 inch Light bar with mounting kit (See Light bar configuration)	Sound Off Enforce 48" light bar	ENEFLBS1248	\$1898
6	Six mounted Perimeter and Intersection lights 2 on fender dual color 2 on Left bed side 2 on Right Bed side 2 mounted rear lights By license plate	Sound Off Mpower 3 inch	EMPS1STS1R EMPS1STS1B EMPS1STS3J 3 x Red 3 x Blue 2 x Red/Blue	\$1,104
7	Floor Liner	Husky	53111	\$119

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 5 Section Vendor provided Equipment and Labor

VENDOR NAME: TSA Custom Car and Truck

VENDOR SIGNATURE: Don Bouyer

2018 Chevrolet Tahoe Fire Base build

Item#	Description	Manufacturer /Model	Part Number	Installed cost
8	Kussmal Auto charge kit	Kussmal	57-42-1106	\$1883
	Recomended	Kussmaul	LPC20 Kit	\$1433
9	6.5 Ft Aluminum commercial shell with no front window White in color standard rear and side doors	ARE DCU commercial shell	ARE shell	\$1,695
	Recomended: CH15 fuse panel/ wiring harness with equipment timer.	911 Circuits	CH15	\$757

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 5.A Customer provided Equipment and Vendor Labor

VENDOR NAME: TSA Custom Car and Truck

VENDOR SIGNATURE: *Don Bouyer*

2018 Chevrolet Tahoe Fire Base build

Item#	Description	Manufacturer /Model	Part Number	Installed cost
1	Two way radio system Local head into front console with roof mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$199
2	Two way Radio system remote head Front console rear console with roof mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$262
3	Gamber Johnson Panasonic Docking Station	Gamber Johnson	7140-3018-06-P	\$112
4	Two hand held radio chargers wired to constant power and ignition power	Motorola/ Bendix King		\$124
5	Two 12 volt flashlight chargers, wired to ignition and shore line power			\$124

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 6 Vendor provided Equipment and Labor**VENDOR NAME:** TSA Custom Car and Truck**VENDOR SIGNATURE:** Dei Bouyer**2018 Chevrolet 2500/3500 Base build**

Item#	Description	Manufacturer /Model	Part Number	Part and Installed cost
1	One LED Amber Beacon mounted to lumber rack	Sound Off	ELB45BCL0	\$329
2	Roof mounted or rack mounted 48 inch Amber Light bar with traffic adviser and with mounting kit	Sound Off Magnum 48" light bar 3 LED inboard 6LED corner	EMG2000	\$1255
3	Four mounted Perimeter and Intersection lights 2 on the Front grill 2 on the rear placed underneath tail lamps Or rear of utility box above tail lights	Sound Off Mpower 3 inch	EMPS1STS1A	\$589
4	Floor Liner	Husky	53111	\$119
5	7 inch console	Troy Products	CC-C05	\$369
6	6 switch controller	Sound Off Intelliswitch	ETSP990	\$586
7	3 inch Black tube step bars	TRAIL FX	TrailFX A0033B (T83 A0033B)	\$235

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 6 Vendor provided Equipment and LaborVENDOR NAME: TSA Custom Car and TruckVENDOR SIGNATURE: *Dan Boulger*

2018 Chevrolet 2500/3500 Base build

Item#	Description	Manufacturer /Model	Part Number	Installed cost
8	Head che rack With install kit and Light bar brackets (Color Black)	Back Rack	15004 91006 30119	\$469
9	Two LED work lights Mounted to headache rack or lumber rack Tied into Factory up fitter switch	Rigid Industries	D series Flood Diffused Spot	\$394
10	Spray in bed liner Under rail 6.5 ft. bed	Spray in bed liner	N/A	\$430
11	Spray in bed liner Under rail 8 ft. bed	Spray in bed liner	N/A	\$430
12	One Cross over tool box Steel , (Color White)	Weather Guard	Model 125-3-01	\$860
13	Two Lo side tool boxes Steel (Color White)	Weather Guard	Model 176-3-01	\$1420
14	Front seat cover 40/20/40 split with head rest (Color Gray)	Seat Savers	N/A	\$259

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 6.A Customer provided Equipment and Vendor Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u><i>Deni Boyer</i></u>				
2018 Chevrolet Tahoe Fire Base build				
Item#	Description	Manufacturer /Model	Part Number	Installed cost
1	Two way radio system Local head into front console with roof or rack mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$199
2	One hand held radio chargers wired to constant power and ignition power	Motorola/ Bendix King		\$89
3	One 12 volt flashlight chargers, wired to ignition and shore line power			\$89

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 7 Vendor provided Equipment and LaborVENDOR NAME: TSA Custom Car and TruckVENDOR SIGNATURE: *Don Bouyer*

2018 Ford F250/350 Base build

Item#	Description	Manufacturer /Model	Part Number	Part and Installed cost
1	One LED Amber Beacon mounted to lumber rack	Sound Off	ELB45BCL0	\$329
2	Roof mounted or rack mounted 48 inch Amber Light bar with traffic adviser and with mounting kit	Sound Off Magnum 48" light bar 3 LED inboard 6LED corner	EMG2000	\$1255
3	Four mounted Perimeter and Intersection lights 2 on the Front grill 2 on the rear placed underneath tail lamps Or rear of utility box above tail lights	Sound Off Mpower 3 inch	EMPS1STS1A	\$589
4	Floor Liner	Husky	52731	\$119
5	7 inch console	Troy Products	CC-C05	\$369
6	6 switch controller	Sound Off Intelliswitch	ETSP990	\$586
7	3 inch Black tube step bars	TRAIL FX	TrailFX T83 A0051b	\$235

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 7 Vendor provided Equipment and LaborVENDOR NAME: TSA Custom Car and TruckVENDOR SIGNATURE: *Don Bouyea*

2018 Ford F250/350 Base build

Item#	Description	Manufacturer /Model	Part Number	Installed cost
8	Headache rack With install kit and Light bar brackets (Color Black)	Back Rack	15018 91006 30221	\$469
9	Two LED work lights Mounted to headache rack or lumber rack Tied into Factory up fitter switch	Rigid Industries	D series Flood Diffused Spot	\$394
10	Spray in bed liner Under rail 6.5 ft. bed	Spray in bed liner	N/A	\$430
11	Spray in bed liner Under rail 8 ft. bed	Spray in bed liner	N/A	\$430
12	One Cross over tool box Steel, (Color White)	Weather Guard	Model 125-3-01	\$860
13	Two Lo side tool boxes Steel (Color White)	Weather Guard	Model 176-3-01	\$1420
14	Front seat cover 40/20/40 split with head rest (Color Gray)	Seat Savers	N/A	\$259

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 7.A Customer provided Equipment and Vendor Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u><i>Devin Bounger</i></u>				
2018 Ford F250/350 Base build				
Item#	Description	Manufacturer /Model	Part Number	Installed cost
1	Two way radio system Local head into front console with roof or rack mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$199
2	One hand held radio chargers wired to constant power and ignition power	Motorola/ Bendix King		\$89
3	One 12 volt flashlight chargers, wired to ignition and shore line power			\$89

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 8 Vendor provided Equipment and Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u><i>Dein Bourgeois</i></u>				
2018 Ford F150 Base build				
Item#	Description	Manufacturer /Model	Part Number	Part and Installed cost
1	One LED Amber Beacon mounted to lumber rack	Sound Off	ELB45BCL0	\$329
2	Roof mounted or rack mounted 48 inch Amber Light bar with traffic adviser and with mounting kit	Sound Off Magnum 48" light bar 3 LED inboard 6LED corner	EMG2000	\$1255
3	Four mounted Perimeter and Intersection lights 2 on the Front grill 2 on the rear placed underneath tail lamps Or rear of utility box above tail lights	Sound Off Mpower 3 inch	EMPS1STS1A	\$589
4	Floor Liner	Husky	53341	\$119
5	7 inch console	Troy Products	CC-C05	\$369
6	6 switch controller	Sound Off Intelliswitch	ETSP990	\$586
7	3 inch Black tube step bars	TRAIL FX	TrailFX T83 A0051b	\$235
8	Spot lamp , LED, Drivers A pillar post mount Color (Black)	Unity	335V-0002 Black Spotlight	\$623

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 8 Vendor provided Equipment and Labor**VENDOR NAME:** TSA Custom Car and Truck**VENDOR SIGNATURE:** *Devin Bouwjin***2018 Ford F150 Base build**

Item#	Description	Manufacturer /Model	Part Number	Installed cost
8	Headache rack With install kit and Light bar brackets (Color Black)	Back Rack	15018 91006 30221	\$469
9	Two LED work lights Mounted to headache rack or lumber rack Tied into Factory up fitter switch	Rigid Industries	D series Flood Diffused Spot	\$394
10	Spray in bed liner Under rail 6.5 ft. bed	Spray in bed liner	N/A	\$430
11	Spray in bed liner Under rail 8 ft. bed	Spray in bed liner	N/A	\$430
12	One Cross over tool box Steel, (Color White)	Weather Guard	Model 125-3-01	\$860
13	Two Lo side tool boxes Steel (Color White)	Weather Guard	Model 176-3-01	\$1420
14	Front seat cover 40/20/40 split with head rest (Color Gray)	Seat Savers	N/A	\$259

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 8.A Customer provided Equipment and Vendor Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u><i>Dei Douglas</i></u>				
2018 Ford F150 Base build				
Item#	Description	Manufacturer /Model	Part Number	Installed cost
1	Two way radio system Local head into front console with roof or rack mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$199
2	One hand held radio chargers wired to constant power and ignition power	Motorola/ Bendix King		\$89
3	One 12 volt flashlight chargers, wired to ignition and shore line power			\$89

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 9 Vendor provided Equipment and Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u><i>Devin Sawyer</i></u>				
2018 Chevy Colorado Base build				
Item#	Description	Manufacturer /Model	Part Number	Part and Installed cost
1	14 Inch Amber roof or rack mounted light bar	Hella	MLB 50	\$384
2	Roof mounted or rack mounted 48 inch Amber Light bar with traffic adviser and with mounting kit	Sound Off Magnum 48" light bar 3 LED inboard 6LED corner	EMG2000	\$1255
3	Four mounted Perimeter and Intersection lights 2 on the Front grill 2 on the rear placed underneath tail lamps Or rear of utility box above tail lights	Sound Off Mpower 3 inch	EMPS1STS1A	\$589
4	Floor Liner	Husky	53121	\$119
5	Overhead console	Troy Products	CC-OH-CHC0-7	\$387
6	3 inch Black tube step bars	TRAIL FX	TrailFX T83 A0037B	\$235

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 9 Vendor provided Equipment and Labor**VENDOR NAME:** TSA Custom Car and Truck**VENDOR SIGNATURE:** Dein Bouyer**2018 Chevy Colorado Base build**

Item#	Description	Manufacturer /Model	Part Number	Installed cost
8	Headache rack With install kit and Light bar brackets (Color Black)	Back Rack	15002 91002REC 30126	\$469
9	Two LED work lights Mounted to headache rack or lumber rack Tied into Factory up fitter switch	Rigid Industries	D series Flood Diffused Spot	\$394
10	Spray in bed liner Under rail 5.5 ft. bed	Spray in bed liner	N/A	\$430
11	One Cross over tool box Steel, (Color White)	Weather Guard	Model 136-3-01	\$898
12	Front seat cover 40/20/40 split with head rest (Color Gray)	Seat Savers	N/A	\$199

Reccomended:

6 switch controler for
operation of warning lights.

Sound Off

ETSP990

\$586

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT

Section 9.A Customer provided Equipment and Vendor Labor				
VENDOR NAME: <u>TSA Custom Car and Truck</u>				
VENDOR SIGNATURE: <u><i>Dan Bourgeois</i></u>				
2018 Chevy Colorado Base build				
Item#	Description	Manufacturer /Model	Part Number	Installed cost
1	Two way radio system Local head into front console with roof or rack mount antenna	Harris or Motorola	Motorola 1500,2500,4500,6500 Harris XG75M,XG25M	\$199
2	One hand held radio chargers wired to constant power and ignition power	Motorola/ Bendix King		\$89
3	One 12 volt flashlight chargers, wired to ignition and shore line power			\$89

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PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT
Police and Fire Light Bar Configuration 48" Exterior

018 ENFLBS1248

Rev NS 02/28/2017

NFORCE LED LIGHTBAR

48"/122cm 12 VOLT NFORCE LED LIGHTBAR

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/D24/|D12||D12||W06||W06||D12||D12|\D24\
/R_W/ |R_W||R_W||W06||W06||B_W||B_W| \B_W\
|A|--GRT--O|--GRT---| |--GRT---| |--GRT--|A|
|A|--CLR--O|--CLR---| |--CLR---| |--CLR--|A|
\S12\ |D12||D12||D12||D12||D12||D12| /S12/
\RED\|R_A||R_A||R_A||B_A||B_A||B_A|/BLU/

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