Agenda Item No: 14.C



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 20, 2023

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works

Director

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 23300241

("Contract") for Spencer Motorworks, LLC dba TSA Custom Car and Truck ("TSA") to provide as-needed upfit services for Carson City vehicles used by the Sheriff's Office, Fire

Department and Public Works Department, for an annual not to exceed amount of \$300,000 through June 30, 2024, with four one-year renewal options. (Carol Akers.

CAkers@carson.org and Mike Shaffer, MShaffer@carson.org)

Staff Summary: This Contract will provide the City with parts and labor for the after-market

upfit of emergency response vehicles, including the purchase and installation of emergency lighting, traffic control devices, communications equipment and prisoner

transport systems.

Agenda Action: Formal Action / Motion Time Requested: Consent

Proposed Motion

I move to approve the Contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

In order for emergency response vehicles to meet all applicable laws, regulations and specifications, as well as to adequately respond in an emergency event, aftermarket upfit is necessary. For these vehicle upfit services, the City selects a vendor to establish a parts and labor contract through a competitive solicitation process to provide as-needed upfit for emergency response vehicles, including vehicles used by the Carson City Sheriff's Office, Fire Department and Public Works Department. A typical upfit will require installation of lights, sirens, communication equipment, traffic safety devices, material handling equipment and storage products.

A formal request for proposals was published in the Reno Gazette Journal and released on NGEM on February 14, 2023, and proposals were accepted through 2:00 p.m. on March 14, 2023. One proposal was received.

Staff recommends award to TSA who has previously provided vehicle upfitting services to the City and met all the requirements and qualifications identified in the request for proposal.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Various citywide Funds, Vehicle Replacement Account XXXXXXX-507705

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Vehicle upfit is built into the cost of all vehicles requested through the Capital Improvement Program approved annually during the budget process. Upfit will follow the vehicles approved.

<u>Alternatives</u>

Do not approve the Contract and/or provide alternative direction to staff.

Attachments:

23300241 DRAFT Contract.pdf

Board Action Taken:		
Motion:	1)	_ Aye/Nay
	2)	
(Vote Recorded By)		

Title: Public Works and Emergency Vehicles Upfit Services

THIS CONTRACT is made and entered into this 20th day of April 2023, 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:

	٧	VHEREAS	, the	Purchasing	and	Contracts	Administ	trator fo	r CITY	is	authorized	pursua	ant to
Nevada	Revised	Statutes (h	nerein	after referred	d to a	as "NRS") 3	332 and (Carson	City Pu	rcha	asing Resol	ution #	1990-
R71, to a	approve a	and accept	this C	Contract as s	et for	th in and b	y the follo	wing pr	ovisions	; ar	nd		

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. 23300241 (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 and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

- 2.1 **CONTRACTOR** agrees that the Contract Documents for **Bid No. 23300241** including, but not limited to, the Request for Proposal notice and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed through the Carson City Website https://www.carson.org/bids.
- 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				
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 The term of this Contract begins on April 20, 2023, subject to Carson City Board of Supervisors' approval (anticipated to be April 20, 2023) and ends on June 30, 2024, with an option to renew for an additional four (4) years, 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 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

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4.3 Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts Department Carol Akers, Purchasing & Contracts Administrator 201 North Carson Street, Suite 2 Carson City, NV 89701 775-283-7362 / FAX 775-887-2286 CAkers@carson.org

5. COMPENSATION:

- 5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in <u>Section 2</u> (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials for a not to exceed 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. <u>CONTRACT TERMINATION</u>:

7.1 <u>Termination Without Cause</u>:

- 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

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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 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 <u>Time to Correct (Declared Default or Breach)</u>:

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

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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:
 - 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. <u>LIMITED LIABILITY</u>:

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.

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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 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 <u>Subsection 11.4</u> 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. <u>INDEPENDENT CONTRACTOR:</u>

- 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.

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- 12.4 **CONTRACTOR**, in addition to <u>Section 11</u> (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 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.

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- 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**.
- 13.13 **Policy Cancellation**: Except for ten (10) calendar days' notice for non-payment of 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.

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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 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 additional 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

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the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

13.22	PROFESSION	AL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)
	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 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 I		OMPENSATION 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.

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Title: Public Works and Emergency Vehicles Upfit Services

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.

If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

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.

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. <u>CITY OWNERSHIP OF PROPRIETARY INFORMATION:</u>

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

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Title: Public Works and Emergency Vehicles Upfit Services

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 must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.
- 22.1.3 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.
- 22.1.4 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).
- 22.1.5 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

Page **12** of **16** (Independent Contractor Agreement)

Title: Public Works and Emergency Vehicles Upfit Services

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 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 and approved by the Carson City Board of Supervisors. 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.

Title: Public Works and Emergency Vehicles Upfit Services

ACKNOWLEDGMENT AND EXECUTION: 28.

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:

<u>CITY</u>	CITY'S LEGAL COUNSEL
Executive Office	Carson City District Attorney
Purchasing and Contracts Department 201 North Carson Street, Suite 2	I have reviewed this Contract and approve
Carson City, Nevada 89701	as to its legal form.
Telephone: 775-283-7362	ac to no regan remin
Fax: 775-887-2286	
CAkers@carson.org	
Bv.	Bv:
By:Sheri Russell-Benabou, Chief Financial Officer	By: Deputy District Attorney
	z cpasy z sames namesy
Dated	Dated
CONTRACTOR will not be given authorization to begin work until this Contract has been	
signed by Purchasing and Contracts	
BY: Carol Akers	
Purchasing & Contracts Administrator	
•	
By:	
J)	
Datad	
Dated	

Title: Public Works and Emergency Vehicles Upfit Services

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 #: BL- 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	
DATED	
STATE OF)	
)ss	
County of	
Signed and sworn (or affirmed before me on thisday of	, 20
orginal and onem (or animou seriore me on anoad) or	,20
(Signature of Notary)	
(Notary Stamp)	

Page **15** of **16** (Independent Contractor Agreement)

Title: Public Works and Emergency Vehicles Upfit Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 20, 2023 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300241**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

	CARSON CITY, NEVADA
	LORI BAGWELL, MAYOR
	DATED this 20th day of April 2023.
ATTEST:	
WILLIAM SCOTT HOEN, CLERK-RECORDER	
DATED this 20th day of April 2023.	



TSA Custom Car and Truck

2860 U.S. Highway 50 East

Carson City, Nv. 89701

775-883-0477

TSAcustomcarandtruck@gmail.com

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

- The legal name and corporate structure are 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

Email: tsacustomcarandtruck@gmail.com

- TSA does not have any Companies, Corporations, Partnerships, or Joint Ventures as affiliates.
- TSA will not be using subcontractors or outside vendors. All work will be completed in-house by TSA Custom Car and Truck.
- TSA does not have any pending litigations.
- TSA does not have any bankruptcies or insolvencies proceedings within the last ten (10) years.
- TSA's credentials include extensive service for Carson City within the last five (5) years, including contracts for:
 - Bureau of Land Management
 - Nevada State Fire Marshal
 - Nevada State Police
 - Nevada Division of Investigations
 - Nevada Parole and Probation
 - Nevada Division of Forestry
 - U.S Forest Service
 - Washoe Tribal Police

Within these services we have shown superior customer service, build quality, and labor warranty.

- This bid will remain valid for at least 120 days from the day of closing, March 14th 2023.
- TSA Custom Car and Truck is free of any conflicts of interest with Carson City.

In regards to this proposal, we are incredibly thankful for the opportunity to continue serving our home of Carson City. We assure you we will exceed any and all expectations regarding our services. If you find yourself with any questions, do not hesitate to contact me. We look forward to our next chapter with Carson City. It brings us great pride to give back to the place we so lovingly call home, and to assist those who keep it safe.

Darin M Bourgeois

General Manager

TSA Custom Car and Truck

Darin Bourgeois

2860 U.S Highway 50 East

Carson City, Nv, 89701

775-883-0477

ACKNOWLEDGEMENT AND EXECUTION FORM PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT (RFP #23300241)

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 Highway 50 East	
City: Carson City	State: Nevada Zip: 89701
Telephone Number: 775-883-0477	_ Fax Number: N/A
Email: tsacustomcarandtruck@gmail.com	- HAVE
Federal ID Number: 264431094	
Authorized Signature: Dandon	Date: 3/13/2023
Typed or Printed Name: Darin Bourgeois	Title: Managing Partner
	lersigned notary public, personally appeared and me is subscribed to the within instrument and or the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my	hand and affixed my official seal.
Notary Public	

GABRIEL ACEBEDO

NOTARY PUBLIC
STATE OF NEVADA

NO. 08-5392-3 My Appl. Exp. Apr. 26, 2024

My commission expires: April 26, 2024

State of Nevada Carson City

This instrument was acknowledged before me on 03/13/2023 by * Darin Mitchell Bourgeois *(date)

(document signer's name)

notary 21

BID ITEM SCHEDULE PUBLIC WORKS AND EMERGENCY VEHICLE UPFIT SERVICES (RFP #23300241)

VENDOR NAME: TSA Custom Car and Truck

VENDOR SIGNATURE: Darin Bourgeois

SECTION 1: 2023 Chevrolet Tahoe - PATROL BUILD

Section 1A: Vendor Provided Equipment and Labor

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	36-4045 36-6015SMP2 EMPS2001N-D EMPS2001N-E	\$1313
2	Roof mounted 48-inch Light bar with mounting kit (See Light bar configuration)	Sound Off Enforce 48" light bar	ENFLB006DM1R5	\$2,440

3	Eight 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	EMPS1000X-J x(2) EMPS1000K-R x(3) EMPS1000K-B x(3)	\$1475
4	Floor Liner	Husky	55861	\$129
5	Two Recessed lights mounted in rear tailgate 1 Red 1 Blue	Sound Off EnForce 4-inch recessed mount	EMPS2001L-R EMPS2001L-B	\$404
6	Siren controller with P.A Mount in center console 100watt speaker behind grill	Sound Off 400 Series Siren controller 100-watt speaker	ETSA481RSP ETSS100J5	\$1136
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	\$1132
8	Partition with sliding window and space maker kick panel and rear seat	Troy products partition and kick panels and seat	KITTPSL6-21TH-SS PS-21TH-OSR	\$2,935
9	Rear door panels and window guards	Troy products	DPTH21DSPS WGTH21DSPS	\$741

10	Sloped center console with F12 inch flex light, cup holders, armrest	Troy products	CC-WBOS-16 CC21TH1012 CC21TH1008	\$770
11	Computer mount full articulation side console mount	Troy products	CMSDMTSLLED	\$468.00
12	15 Circuit harness with timer	911 Circuits	CH15 with timer	\$824
13	Single drawer Vault w/ Tahoe Specific Mount	Troy products	CP-GB4438TL AC21THCPMNT	\$2314
14	Tie factory passenger spot lamp control to center console light controller	Misc. wiring		\$55
	SECTION 1B: City P	rovided Equipment and	Vendor Labor	
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	Parts supplied by the Carson City-Motorola 1500,2500,4500,6500 Harris XG75M, XG25M	\$280
2	Two-way Radio system remote head front console rear console with roof mount antenna	Harris or Motorola	Parts supplied by the Carson City-Motorola 1500,2500,4500,6500 Harris XG75M, XG25M	\$375

3	Hint laptop mount	Hint	TM-5502-SMP	\$55
4	Cradle Point Wi-Fi with roof mounted antenna	Cradle point IBR 900 Cradle Point antenna	Parts supplied by the Carson City- IBR900LP6-NA C1049-570145-A	\$190
5	MPH Bee III Radar system with front and rear pick ups	MPH radar	Parts supplied by the Carson City- MPH BEE3-2KA	\$280

TOTAL SECTION 1: Including shipping and shop supplies \$17,336

VENDOR NAME: TSA Custom Car and Truck

VENDOR SIGNATURE: Darin Bourgrois

SECTION 2: 2023 Chevrolet Tahoe - DETECTIVE BUILD

	Section 2A: Vendor Provided Equipment and Labor					
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	EMPS1000K-R EMPS1000K-B	\$442		
2	Front and rear dual color interior light bars, with traffic advisor	SOUND OFF NFORCE	ENFWB00EKC ENFWB00KXR	\$2,566		
3	Eight 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	EMPS1000K-B x(3) EMPS1000K-R x(3) EMPS1000K-J x(2)	\$1475		
4	Floor Liner	Husky	55861	\$129		

5	Two Recessed lights mounted in rear tailgate	Sound Off EnForce 4-inch	EMPS2001L-R	\$404
	1 Red 1 Blue	recessed mount	EMPS2001L-B	
6	Siren controller with P.A Mount in center console 100watt speaker behind grill	Sound Off 400 Series Siren controller 100-watt speaker	ETSA481RP ETSS100J5	\$1136
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	\$1132
8	Partition with sliding window and space maker kick panel and rear seat	Troy products partition and kick panels and seat	KITTPSL6-21TH-SS PS-21TH-OSR	\$2,935
9	Rear door panels and window guards	Troy products	DPTH21DSPS WGTH21DSPS	\$741
10	Sloped center console with F12 inch flex light, cup holders, armrest	Troy products	CC-WBOS-16 CC21TH1012 CC21TH1008	\$770
11	Computer mount full articulation side console Mount	Hint	TM-5502-SMP	\$648

12	15 Circuit harness with timer	911 Circuits	CH15 with timer	\$844
	SECTION 2B: City	Provided Equipment and	Vendor Labor	
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	Supplied by the Carson City-Motorola 1500,2500,4500,6500 Harris XG75M, XG25M	\$280
2	Two-way Radio system remote head front console rear console with roof mount antenna	Harris or Motorola	Supplied by the Carson City-Motorola 1500,2500,4500,6500 Harris XG75M, XG25M	\$375
3	Cradle Point Wi-Fi with roof mounted antenna	Cradle point IBR 900 Cradle Point antenna	Supplied by the Carson City-IBR900LP6-NA C1049-570145-A	\$190

TOTAL SECTION 2:Including shipping and shop supplies \$14,067

VENDOR NAME: TSA Custom Car and Truck

VENDOR SIGNATURE: Darin Bourgeois

SECTION 3: 2023 Chevrolet Tahoe - FIRE BASE BUILD

Section 3A: Vendor Provided Equipment and Labor

Item#	Description	Manufacturer /Model	Part Number	Part and Installed Cost
1	Siren controller with PA Mount in center console 100watt speaker behind grill	Sound Off 400 Series Siren controller 100-watt speaker	ETSA481RSP ETSA481CSP	\$1135
2	Sloped wide body console with 12- inch flex light, cup holders, armrest	Troy products	CC-F-THOS-25	\$959
3	Pre-Emitter mounted behind grill	NOVA MDASHCPE	MDASHCPE	\$493
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	EMPS2001N-D EMPS2001N-E	\$442

5	Front and rear dual color interior light bars, with traffic advisor	Sound Off NFORCE	ENFWB00EKC ENFWB00ETL	\$2,566
6	Eight 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	EMPS1000K-R x(3) EMPS1000K-B x(3) EMPS1000K-J x (2)	\$1475
7	Floor Liner	Husky	55861	\$129
8	Two Recessed lights mounted in rear tailgate 1 Red 1 Blue	Sound Off EnForce 4-inch recessed mount	EMPS20019-R EMPS20019-B	\$404
9	Kussmal Auto charge kit	Kussmal	57-42-1106	\$2,272
	SECTION 3B: City	Provided Equipment and	l Vendor Labor	
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	Supplied by Carson City-Motorola 1500,2500,4500,6500 Harris XG75M, XG25M	\$280

2	Two-way Radio system remote head front console rear console with roof mount antenna	Harris or Motorola	Supplied by Carson City-Motorola 1500,2500,4500,6500 Harris XG75M, XG25M	\$375
3	iPad mount	Ram	Supplied by Carson City	\$55
4	Two handheld radio chargers wired to constant power and ignition power	Motorola/ Bendix King	Supplied by Carson City	\$165
5	Two 12-volt flashlight chargers, wired to ignition and shoreline power		Supplied by Carson City	\$165

Recommended 911 Circuits Ch15 \$844

TOTAL SECTION 3:Including 911 Circuits CH15 shipping and shop supplies \$11,759

VENDOR NAME: TSA Custom Car and Truck

VENDOR SIGNATURE: Darin Bourgeois

SECTION 4: 2023 Chevrolet/Ford/Ram Truck - PUBLIC WORKS BASE BUILD

	Section 4A: Vendor Provided Equipment and Labor					
Item#	Description	Manufacturer /Model	Part Number	Part and Installed Cost		
1	One LED Amber Beacon mounted to lumber rack	Sound Off	ELB45BCL0	\$312		
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	ENRLB00VS8-203	\$1380		
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 taillights	Sound Off Mpower 3 inch	EMPS1000K-A	\$702		
4	Floor Liner	Husky	52731,53381-Ford 54101,52051-Chevy 53608,53511-Ram	\$129		

5	7-inch console	Troy Products	CC-C05	\$389
6	6 switch controllers	Sound Off Intelliswitch	ETSP990	\$513
7	3-inch Black tube step bars	TRAIL FX	TrailFX A0033B (T83 A0033B)	\$340
8	Headache rack With install kit and Light bar brackets (Color Black)	Back Rack	15004 91006 30119	\$559
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	\$415
10	Spray in bed liner Under rail 6.5 ft. bed	Spray in bed liner	N/A	\$580
11	Spray in bed liner Under rail 8 ft. bed	Spray in bed liner	N/A	\$630
12	One Cross over toolbox Steel, (Color White)	Weather Guard	Model 125-3-01	\$1,155
13	Two Lo side toolboxes Steel (Color White)	Weather Guard	Model 176-3-01	\$1,845

14	Front seat cove	Tiger Tough Seat Covers	62128BLK,72339BLK, 62311BLK,62309BLK, 52326BLK,52319BLK	\$430
	SECTION 4B: City	Provided Equipment and	Vendor Labor	
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	Supplied by Carson City-Motorola 1500,2500,4500,6500 Harris XG75M, XG25M	\$280
2	One handheld radio charger wired to constant power and ignition power	Motorola/ Bendix King	Supplied by Carson City	\$110
3	One 12-volt flashlight chargers, wired to ignition and shoreline power		Supplied by Carson City	\$110

Recommended 911 Circuits CX6 w/circuit breaker \$386

TOTAL SECTION 4: Including 911 Circuits CX6 shipping and shop supplies \$10,265

> **TOTAL SECTIONS 1-4:** \$53,427