

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: General Services Agency

BOARD AGENDA: 5.B.7
AGENDA DATE: November 1, 2022

SUBJECT:

Approval to Award Agreements for Emergency Vehicle Upfitting

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2022-0597

On motion of Supervisor Grewal Seconded by Supervisor C. Condit

and approved by the following vote,

Ayes: Supervisors: B. Condit, Chiesa, Grewal, C. Condit, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: General Services Agency

BOARD AGENDA:5.B.7
AGENDA DATE: November 1, 2022

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Award Agreements for Emergency Vehicle Upfitting

STAFF RECOMMENDATION:

1. Approve the award of three Independent Contractor Services' Agreements for emergency vehicle equipment upfitting.
2. Authorize the General Services Agency Director / Purchasing Agent, or designee, to sign and execute the agreements and any subsequent amendments on behalf of the County with:
 - a. Derotic Emergency Equipment, El Dorado Hills, CA
 - b. Lehr Auto Electric, Sacramento, CA; and,
 - c. NextGen Alpha Upfitting, Sacramento, CA.

DISCUSSION:

The General Services Agency (GSA), Fleet Services Division manages the motor fleet operations for approximately 1,200 vehicles across all County departments, encompassing everything from golf carts to passenger vehicles, and patrol cars to work trucks. Services provided cover the entire vehicle lifecycle, including initial acquisition, upfitting, commissioning, registration and emissions compliance certifications, preventive maintenance, repairs, and ultimately decommissioning and disposal.

Part of the lifecycle of many vehicles in the County's fleet is upfitting. "Upfitting" is industry language for installing and/or equipping public safety vehicles with emergency equipment such as lights, sirens, detainee transport equipment, etc. While Fleet Services staff can handle approximately 50% of the vehicle upfitting, there is a need to outsource the remaining 50% in efforts to complete vehicle upfitting in a timely manner.

The most efficient and cost-effective way to accomplish outsourcing half of the County's upfitting requirements is to have agreements in place with multiple vendors. To achieve this arrangement, Fleet Services and GSA's Purchasing Division published Request for Proposal (RFP) 22-16-AS on June 9, 2022.

The RFP garnered responsible proposals from the following three upfitting companies:

- Derotic Emergency Equipment, El Dorado Hills, CA
- Lehr Auto Electric, Sacramento, CA
- NextGen Alpha Upfitting, Sacramento, CA

The RFP process considers both price and qualitative non-price factors to identify the best value for the County. The proposals received were evaluated by an evaluation committee consisting of a Stanislaus County GSA Fleet Services Equipment Mechanic, GSA Fleet Services Manager, Sheriff's Department Sergeant, and Lieutenant from the City of Newman Police Department.

Part of the proposal process required the proposers to supply reference contacts for agencies to which they had provided upfitting services. Telephone contact was made with the below agencies for each respective proposer.

For Derotic Emergency Equipment, staff contacted Manteca Police Department, Tracy Police Department, Amador County Sheriff's Department, West Sacramento Police Department, and the City of Stockton Public Works Department, Fleet Services Division.

For Lehr Auto Electric, staff contacted Fresno Police Department, the City of Modesto Public Works Department Fleet Services Division, Visalia Police Department, and the City of Rocklin Public Services Department.

For Next Gen Alpha Upfitting, staff contacted the City of Elk Grove Fleet Services Division, West Sacramento Police Department, Cal Fire Fleet Services Division, and Office of the State Fire Marshall.

Throughout the reference check process the feedback for all the proposers was positive to extremely positive overall.

Based on the rigorous RFP evaluation process and in-depth reference check conversations, staff recommends awarding to all three responsible proposers. If approved, the effective date of each agreement will be November 1, 2022, to October 31, 2025, with each in an amount not to exceed \$900,000. It is anticipated that all three vendors will be utilized with total upfitting cost estimated at approximately \$300,000 per year. The average cost to upfit a Patrol or K9 vehicle with emergency equipment is between \$20,000 to \$25,000.

POLICY ISSUE:

Section 4.3.6 of the Stanislaus County Purchasing Policy #00-2019-00, requires Board of Supervisors approval for any contract or agreement wherein the total cumulative compensation exceeds \$200,000, based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

There is no immediate fiscal impact for award of these agreements. The GSA and Sheriff's Department Fiscal Year 2023 Adopted Budgets include appropriations for emergency vehicle upfitting services.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Supporting a Strong and Safe Community* and *Delivering Efficient Public Services* by supporting the efficient, cost-effective, and timely upfitting of emergency vehicles.

STAFFING IMPACT:

Existing GSA Fleet Services Division staff will handle coordination of the outsourced emergency vehicle upfitting with the proposed vendors.

CONTACT PERSON:

Dan Wirtz, GSA Director/County Purchasing Agent (209) 525-6319

Brian Ferdinand, GSA Fleet Services Division Manager (209) 558-3653

ATTACHMENT(S):

1. Derotic Agreement Vehicle Upfitting
2. Lehr Agreement Vehicle Upfitting
3. Next Gen Alpha Agreement Vehicle Upfitting

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Derotic LLC dba Derotic Emergency Equipment, ("Contractor") as of 11/17/2022, 2022.

Recitals

WHEREAS, the County has a need for vehicle upfitting services;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**.

1.2 All documents, drawings, and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Compensation

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from November 1, 2022 to October 31, 2025 unless sooner terminated as provided below.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

4.1 Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

4.2 Contractor further certifies to County that it and its principals are not debarred, suspended, or otherwise excluded or ineligible for participation in federal, state or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay

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Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors including those resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has

the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; develop and implement budget procedures. In addition, the Contractors retain the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractors, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County:
Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor:
Derotic LLC, DBA Derotic Emergency
Equipment
3941 Park Drive #20-193
El Dorado Hills, CA 95762

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions

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of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. Electronic Signatures

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. Certification Regarding Economic Sanctions Pursuant To California State Executive Order N-6-22

24.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

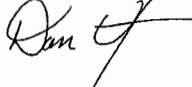
24.3 For contracts valued at \$5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

DEROTIC LLC, DBA DEROTIC EMERGENCY EQUIPMENT

By: 
Dan Wirtz, GSA Director/Purchasing Agent

By: 

"County"


Printed name: Casey Demattei

APPROVED: BOS Resolution # 2022-0597

Title: CEO / Co-Owner

"Contractor"

APPROVED AS TO CONTENT:
GSA Fleet Department

By: 
Brian Ferdinand (Sep 30, 2022 15:51 PDT)
Printed name: Brian Ferdinand
Title: Fleet Manager

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel


By: 
G. Michael Ziman, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Vehicle Upfitting Services

Contractor shall provide all labor, materials, and equipment to purchase and install all parts listed.

1.1 Requirements

1.1.1 Upfitting installation work shall be consistently performed across all units with no substantive difference in design, layout, and installation from vehicle to vehicle.

1.1.2 Installation and parts for each vehicle must consist of the specific parts listed (no substitutions) and be consistent in each vehicle type.

1.1.3 Full description of the parts used for these installations are located on Exhibits A-1 through A-4 and include but are not limited to products from these manufacturers:

- Ray Allen Manufacturing
- Troy Products
- Sound Off Signal
- Westin
- Federal Signal
- EVCC
- Truck Vault
- Havis
- Whelen
- Santa Cruz Gun Locks
- Cole-Hersee
- Blue-Sea
- Kussmaul
- Secure Idle
- Intermotive
- Patrol Power

1.1.4 All wiring connections must be crimped and clearly labeled.

1.1.5 Wirings must be run through the center of the vehicle, under door sills, or above headliner and down pillars.

1.1.6 Contractor must provide upfitting services for each vehicle in timely fashion (ideally, no more than five (5) business days per vehicle). The time starts when work commences on vehicle at Contractor's location unless other terms are agreed upon.

1.1.7 Contractor shall not let installation work to subcontractors unless agreed upon in advance and only after subcontractors are vetted and approved by the County.

1.2 Pick Up and Delivery

If possible, Contractor shall be responsible for picking up vehicles from various County locations and delivering upon completion.

1.3 Guarantee

Contractor shall guarantee in writing that installation will not void vehicle or component factory warranties.

2. Parts Only

Contractor shall provide discounted parts as needed for delivery directly to County locations from manufacturers listed in Section 1.1.3 above.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

1. Contractor will be compensated on a lump sum basis for each task as set forth in Exhibits A-1 through A-4 attached hereto and, by this reference, made a part hereof. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction, or binding of documents at actual costs.
- (c) Customization of vehicles and components as necessary for build requirements as specified by the County.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed \$900,000 including, without limitation, the cost of any subcontractors, consultants, experts, or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

Exhibit A-1
(Ford – Package 1)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	SOUNDOFF SOUND 54"/137cm 9-32 -VOLT NFORCE NXT LED LIGHTBAR W/15' LIN DSC TECH RW/B-R/AB/A ENNLB00UNU-28A	\$1,825.00
2	SOUNDOFF bluePRINT® 500 Series Remote Control System with Knob Control 10-16v - 100 watt single-tone ENGSA5100RSR	\$812.50
3	SOUNDOFF bluePRINT Link® Micro Module and Vehicle Harness for Ford Transit 2020-2021 Ford Explorer / Police Interceptor Utility (PIU) 2016-2022 Ford F150 2017-2020 only Ford F250-F550 2017-2021 ENGLMK008	\$397.63
4	SOUNDOFF Intersector Under Mirror Mount Light 9-32 Vdc w/ 4-Wedges Mounting Gasket & Hardware 8 LEDs Color - Red ENTD3R	\$151.53
5	SOUNDOFF Intersector Under Mirror Mount Light 9-32 Vdc w/ 4-Wedges Mounting Gasket & Hardware 8 LEDs Color - Blue ENTD3B	\$151.53
6	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount 18" hard wire w/ sync option SAE Class 1 & CA Title 13 9-32 Vdc Black Housing 6 LED Color - Red REAR UPPER FENDER DS EMPS2QMS2R	\$99.28
7	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount 18" hard wire w/ sync option SAE Class 1 & CA Title 13 9-32 Vdc Black Housing 6 LED Color - Blue REAR UPPER FENDER PS EMPS2QMS2B	\$99.28
8	SOUNDOFF mpower® 4" 3-Wire Light w/Quick Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Amber LICENSE PLATE	\$116.64
9	SOUNDOFF mpower® 4" 3-Wire Light w/ Quick MOUNT, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/Amber LICENSE PLATE	\$116.38

10	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color -Red/Amber UNDER TAILGATE ON CODE	\$116.38
11	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color BLUE/AMBER UNDER TAILGATE ON CODE	\$116.38
Push Bumper, Lights & Speaker		
#	Description	Price/Ea
1	Push Bumper Elite Ford Utility 2020 Part #: 36-2125	\$389.25
2	WESTIN ELITE 23.5" 2 LIGHT CHANNEL MPOWER HD	\$36.96
3	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Red Top Driver Side	\$99.28
4	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Blue Top Passenger side	\$99.28
5	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Red Side Driver side	\$99.28
6	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Blue Side Passenger side	\$99.28
7	PIT Bar Elite Ford Utility 2020 Part #: 36-2125PB	\$415.71
8	SOUNDOFF 100U Series Composite Speaker w/ Universal Bail Bracket - 100 watt	\$235.13
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	TROY 2020+ PI Utility 10" vertical console with dual cupholders and open storage pocket. L-Shape arm rest with 5x8 foam pad.	\$354.38
2	TROY 4" Soundoff 500 siren remote head	
3	TROY 3" XTL2500/5000/APX6500 remote 05/07	
4	TROY BEARCAT SCANNER FACE PLATE	
5	TROY Console side ht. adj. mount w/slide arm for docking station	\$361.13
6	TROY Dual weapon mount with adjustability and no access to weapon lock wires	\$216.68
7	TROY Bracket for shotgun lock (Santa Cruz, Overland, Big Sky)	
8	GM-B-SC5	
9	TROY Shotgun lock w/No. 2 key	\$102.60
10	TROY Universal weapon lock	\$153.90
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea

1	TROY PRODUCTS US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket.	\$650.70
2	2020 PI Utility Big-Boy Partition Mounting Kit - Extra Seat-back Recline Part #: SAB-20-FDUV-BB	
3	2020 PI Utility 3-pc. Kick Panel with Foot Pockets (Use with Big-Boy Mount) Part #: KP-UV20-DAP-SS	\$140.40
4	TROY Plastic seat with OS belts, rear partition (square-hole), square-hole side walls	\$1,409.61
5	TROY PRODUCTS 2020 UTILITY DRIVER/PASSENGER SIDE WINDOW GUARDS VERTICAL DESIGN	\$210.60
6	TROY 2020+ PI Utility hatch window screen; Square-hole punched	\$105.95
Rear Box and Electronic Accessories		
#	Description	Price/Ea
1	SETINA Cargo Storage System – DSC – BSN 20-23 INTERCEPTOR UTILITY	\$1,273.46
2	SETINA FREE STANDING CARGO BRKT KIT UTILITY 2020	\$200.76
3	MAGENTIC MIC KIT	\$34.95
4	TESSCO 3/4" permanent hole BRASS mount. For use with Motorola style antennas.	\$20.99
5	BLUE SEA 150A CIRCUIT BREAKER	\$49.79
6	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	\$120.15
7	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	\$40.00
Labor Utility Patrol		
#	Description	Price/Ea
1	INSTALLATION OF ALL EMERGENCY LIGHTING	\$2,640.00
2	INSTALLATION OF PUDH BUMPER WITH LIGHTING & PITBAR	\$960.00
3	INSTALLATION OF CENTER CONSOLE, WEAPONS RACK & COMPUTER MOUNT	\$720.00
4	INSTALLATION OF FRONT, REAR PARTITION & WINDOW GUARDS	\$1,680.00
5	INSTALLATION ELECTRONIC ACCESSORIES, PROGRAMMING & DEPT SUPPLIED RADIO & MDC MOUNT	\$1,680.00
6	Pick Up and Delivery of Vehicle	\$285.00

Exhibit A-2
(Chevy – Package 1)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	SOUND 54"/137cm 9-32 VOLT NFORCE NXT LED LIGHTBAR W/ 15' LIN DSC TECH RW/B-R/A B/A ENNLB00SGK-28A	\$1,825.00
2	SOUNDOFF bluePRINT® 500 Series Remote Control System with Knob Control 10-16v - 100 watt single-tone ENGSA5100RSR	\$812.50
3	SOUNDOFF REMOTE NODES FOR BLUEPRINT	\$162.50
4	SOUNDOFF 10 ft Harness Kit for Remote Node	\$78.85
5	SOUNDOFF bluePRINT OBD2 Link® Micro Module and Vehicle Harness for Chevrolet Tahoe 2022	\$306.25
6	SOUNDOFF INTERSECTOR UNDER MIRROR MOUNT RED/WHITE (CODE/ALLEY LIGHT)	\$176.83
7	SOUNDOFF INTERSECTOR UNDER MIRROR MOUNT BLUE/WHITE (CODE/ALLEY)	\$176.83
8	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White UPPER FRONT & REAR FENDER (CODE/ALLEY LIGHTS)	\$129.20
9	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White LICENSE PLATE (CODE/BRAKE/REV)	\$129.20
10	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color -Red/Amber UNDER LIFT GATE (CODE)	\$116.38
11	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color -Blue/Amber UNDER LIFT GATE (CODE)	\$116.38
12	SOUNDOFF red/white dome light over center console & rear lift gate	\$65.08
Push Bumper, Lights & Speaker		
#	Description	Price/Ea
1	WESTIN PUSH BUMPER ELITE TAHOE 2021	\$554.55

2	WESTIN PUSH BUMPER LIGHT CHANNEL 33.1 MPOWER HD 2 HOLE	\$36.96
3	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 12 LED, Dual Color - Red/White TOP & SIDE DRIVER SIDE (CODE/SCENE)	\$116.38
4	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 12 LED, Dual Color - Blue/White TOP & SIDE PASSENGER SIDE (CODE/SCENE)	\$116.38
5	SOUNDOFF Rock Bracket Kit: includes Mounting Hardware-Single, Black	\$17.10
6	WESTIN PIT BAR ELITE TAHOE 2021	\$415.71
7	SOUNDOFF 100U Series Composite Speaker w/ Universal Bail Bracket - 100 watt	\$235.13
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	TROY 2021+ Tahoe 18" Wide body console w/ open storage; 7" slope, 11" level	\$513.00
2	TROY 2021+ Tahoe floor mount compatible standard and wide-body consoles (INCLUDED)	
3	TROY PRODUCTS 4" internal dual beverage holder.	\$39.15
4	TROY 4" Soundoff 500 siren remote head (INCLUDED)	
5	TROY 3" XTL2500/5000/APX6500 remote 05/07 (INCLUDED)	
6	TROY BEARCAT SCANNER FACE PLATE (INCLUDED)	
7	TROY 2" Filler plate 2" (INCLUDED)	
8	TROY Filler plate 4" (INCLUDED) Note: Faceplate 4" Blank Plate	
9	TROY Console side ht. adj. mount w/slide arm for docking station	\$361.13
10	TROY Dual weapon mount with adjustability and no access to weapon lock wires	\$216.68
11	TROY Bracket for shotgun lock (Santa Cruz, Overland, Big Sky) (INCLUDED)	
12	TROY Off-set bracket for universal hand-cuff style gun lock (Santa Cruz). More room for optics on rifle (INCLUDED)	
13	TROY Shotgun lock w/No. 2 key	\$102.60
14	TROY Universal weapon lock	\$153.90
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea
1	TROY PRODUCTS US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket.	\$650.70

2	TROY Partition Mounting Kit 2021+ Tahoe partition mount. Extra seat-back recline. 100% seat slide	
3	TROY Partition Ext Kick Panels 2021+ Tahoe 3-Pc. extension kick panel with foot pocket	\$155.92
4	TROY 2021+ Plastic seat with OS belts, rear partition (square-hole), squarehole side walls	\$1,428.98
5	TROY 2021+ Tahoe driver and passenger side window guards, welded bars	\$256.50
6	TROY 2021+ Tahoe driver and passenger side door panel set	\$228.15
7	TROY 2021+ Tahoe hatch window screen; square-hole punched	\$126.23
Electronic Accessories & Shipping		
#	Description	Price/Ea
1	MAGENTIC MIC KIT	\$34.95
2	TESSCO 3/4" permanent hole BRASS mount. For use with Motorola style antennas.	\$20.99
3	BLUE SEA 150A CIRCUIT BREAKER	\$49.79
4	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	\$120.15
5	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	\$40.00
Labor Tahoe Patrol		
#	Description	Price/Ea
1	INSTALLATION OF ALL EMERGENCY LIGHTING	\$2,880.00
2	INSTALLATION OF PUSH BUMPER WITH LIGHTING, PIT BAR & SPEAKER	\$1,200.00
3	INSTALLATION OF CENTER CONSOLE, GUN RACK AND DOCKING STATION	\$720.00
4	INSTALLATION OF FRONT, REAR PARTITION & ALL WINDOW & DOOR PANELS GUARDS	\$1,680.00
5	INSTALLATION ELECTRONIC ACCESSORIES, PROGRAMMING & DEPT SUPPLIED RADIO & MDC MOUNT	\$2,880.00
6	Pick Up and Delivery of Vehicle	\$285.00

Exhibit A-3
(Ford – Package 2)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	WHELEN STANISLAUS PACKAGE WCX LEGACY DUO, CORE & SPEAKER PACKAGE INCLUDES THE FOLLOWING MKAJ105 C399K4 CCTL C399 SA315P & SAK66D	\$2,991.25
2	WHELEN WECANX 16 OUTPUT EXPANSION MOD	\$150.00
3	WHELEN WCX LO FREQ SIREN AMP EXPLORER	\$392.50
4	WHELEN SURFACE MT LINZ V-SERIES BLUE	\$158.75
5	WHELEN SURFACE MT LINZ V-SERIES RED	\$158.75
6	WHELEN UNDER MIRROR MOUNTING BRACKETS	\$17.50
7	WHELEN ION T-SERIES LINEAR DUO R/B	\$85.00
8	WHELEN ION T-SERIES LINEAR DUO R/A	\$85.00
9	WHELEN ION T-SERIES LINEAR DUO B/A	\$85.00
10	WHELEN MOUNTING WEDGE ION-T SERIES	\$10.00
Push Bumper w/Lighting		
#	Description	Price/Ea
1	SETINA PB450L4 ALUM BUMPER WITH WHELEN LIGHTING TRIO RBW & 8FT HARNESS INCLUDED	\$900.80
2	SETINA PB9 PB300/PB400 ALUM FENDER WRAPS UTILITY 20-23	\$576.13
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	HAVIS 2020-2021 FOR UTILTIY POLICE VEHICLE SPECIFIC 21" CONSOLE INCLUDED 1EA C-EB25-XTL-1P 1EA C-EB30-U15-1P 1EA C-EB40-CCS-1P 1EA C-FP-15 2EA C-FP-4	\$424.12
2	HAVIS Self-Adjusting Double Cup Holder	\$48.00
3	HAVIS Dual USB Charge Module	\$58.34
4	HAVIS SIDE MOUNTED FLIP UP ARMREST	\$159.85

5	HAVIS 8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	\$141.54
6	HAVIS 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	\$257.44
7	120 Watt Power Supply for use with DS-PAN-111 Series Docking Stations	\$284.88
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea
1	SETINA #10VS C RP Coated Poly Partition	\$844.45
2	SETINA FULL TRANSPORT REPLACEMENT SEAT 20-23 UTILITY	\$755.90
3	SETINA 12VS 2ND EXPANDED METAL PARTITION 20-23 UTILITY	\$466.10
4	SETINA Window Barrier Steel Horizontal UTILITY 2020	\$256.80
5	WK0040ITU20	\$376.74
6	SETINA DOOR PANELS TPO PLASTIC BLACK 20-23 UTILITY	\$248.75
7	SETINA D T-Rail Mount Small Lock & Universal XL Lock	\$313.95
Rear Box and Electronic Accessories		
#	Description	Price/Ea
1	SETINA Cargo Storage System – DSC – BSN 20-23 INTERCEPTOR UTILITY	\$1,375.75
2	SETINA CARGO RADIO TRAY - TRN STANDARD	\$341.24
3	Magnetic Mic Kit	\$34.95
4	TESSCO 3/4" permanent hole BRASS mount. For use with Motorola style antennas.	\$20.99
5	BLUE SEA 150A CIRCUIT BREAKER	\$49.79
6	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	\$120.15
7	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	\$40.00
Labor Utility Patrol		
#	Description	Price/Ea
1	INSTALLATION OF ALL EMERGENCY LIGHTING	\$2,640.00
2	INSTALLATION OF PUDH BUMPER WITH LIGHTING & PITBAR	\$960.00
3	INSTALLATION OF CENTER CONSOLE, WEAPONS RACK & COMPUTER MOUNT	\$720.00
4	INSTALLATION OF FRONT, REAR PARTITION & WINDOW GUARDS	\$1,680.00
5	INSTALLATION ELECTRONIC ACCESSORIES, PROGRAMMING & DEPT SUPPLIED RADIO & MDC MOUNT	\$1,680.00
6	Pick Up and Delivery of Vehicle	\$285.00

Exhibit A-4
(Chevy – Package 2)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	WHELEN STANISLAUS PACKAGE WCX LEGACY DUO, CORE & SPEAKER PACKAGE INCLUDES THE FOLLOWING MKAJ101 C399 CCTL6 C399K2 SA315P & SAK70	\$2,991.25
2	WHELEN WECANX 16 OUTPUT EXPANSION MOD	\$150.00
3	WHELEN WCX LO FREQ SIREN AMP EXPLORER	\$392.50
4	WHELEN SURFACE MT LINZ V-SERIES BLUE	\$158.75
5	WHELEN SURFACE MT LINZ V-SERIES RED	\$158.75
6	WHELEN UNDER MIRROR MOUNTING BRACKETS	\$17.50
7	WHELEN ION T-SERIES LINEAR DUO R/B	\$85.00
8	WHELEN ION T-SERIES LINEAR DUO R/A	\$85.00
Push Bumper w/Lighting		
#	Description	Price/Ea
1	SETINA PB450L4 ALUM BUMPER ION 21-23 TAHOE WHELEN ION TRIO RBW 8FT LONG HARNESS INCLUDED	\$900.80
2	SETINA PB9 PB300/400 ALUMINUM FENDER WRAPS 21-23 TAHOE	\$514.40
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	HAVIS 9" WIDE ANGLED 22" VEHICLE SPECIFIC CONSOLE FOR 21 TAHOE INCLUDED 1EA C-EB25-XTL-1P 1EA C-EB30-U15-1P 1EA C-EB40-CCS-1P 1EA C-FP-05 2EA C-FP-4	\$547.91
2	HAVIS Self-Adjusting Double Cup Holder	\$48.00
3	HAVIS Dual USB Charge Module	\$58.34
4	HAVIS SIDE MOUNTED FLIP UP ARMREST	\$159.85
5	HAVIS 8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	\$141.54

6	HAVIS 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	\$257.44
7	HAVIS BRAND CF30/31 VEHICLE MOUNT Docking Station with Dual High Gain Antenna WITH lind adapter (with car charger) serial port	\$781.36
8	SETINA D T-Rail Mount Small Lock & Universal XL Lock	\$313.95
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea
1	SETINA #10VS C RP COATED POLY PARTITION 21-23 TAHOE	\$844.45
2	SETINA FULL TRANSPORT REPLACEMENT SEAT 21-23 TAHOE	\$868.60
3	SETINA #12VS 2ND EXPANDED METAL PARTITION 21-23 TAHOE	\$868.60
4	SETINA WINDOW BARRIER VS STEEL HORIZONTAL 21-23 TAHOE	\$256.80
5	SETINA DOOR PANEL S TPO PLASTIC BLACK 21-23 TAHOE	\$248.75
6	SETINA WINDOW BARRIER CARGO 3PC STEEL 21-23 TAHOE	\$376.74
Rear Box and Electronic Accessories		
#	Description	Price/Ea
1	SETINA CARGO BOX - DSC - BSN 21-23 TAHOE	\$1,375.75
2	SETINA CARGO RADIO TRAY - TRN STANDARD	\$327.59
3	MAGENTIC MIC KIT	\$34.95
4	TESSCO 3/4" permanent hole BRASS mount. For use with Motorola style antennas.	\$20.99
5	BLUE SEA 150A CIRCUIT BREAKER	\$49.79
6	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	\$120.15
7	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	\$40.00
Labor Tahoe Patrol		
#	Description	Price/Ea
1	INSTALLATION OF ALL EMERGENCY LIGHTING	\$2,880.00
2	INSTALLATION OF PUSH BUMPER WITH LIGHTING & PITBAR	\$1,200.00
3	INSTALLATION OF CENTER CONSOLE, WEAPONS RACK & COMPUTER MOUNT	\$720.00
4	INSTALLATION OF FRONT, REAR PARTITION & WINDOW GUARDS	\$1,680.00
5	INSTALLATION REAR BOX, ELECTRONIC ACCESSORIES, PROGRAMMING & DEPT SUPPLIED RADIO & MDC MOUNT	\$2,880.00
6	Pick Up and Delivery of Vehicle	\$285.00

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Stommel Inc., DBA Lehr Auto Electric, ("Contractor") as of 11/17/2022, 2022.

Recitals

WHEREAS, the County has a need for vehicle upfitting services;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**.

1.2 All documents, drawings, and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Compensation

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from November 1, 2022 to October 31, 2025 unless sooner terminated as provided below.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

4.1 Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

4.2 Contractor further certifies to County that it and its principals are not debarred, suspended, or otherwise excluded or ineligible for participation in federal, state or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay

Ind. Con. Agmt. (Rev.2.24.22 gmz)

Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors including those resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has

the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; develop and implement budget procedures. In addition, the Contractors retain the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractors, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County:
Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor:
Stommel Inc., DBA Lehr Auto Electric
631 N Market Street, Suite N
Sacramento, CA 95834

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. Electronic Signatures

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. Certification Regarding Economic Sanctions Pursuant To California State Executive Order N-6-22

24.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.


24.3 For contracts valued at \$5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.


[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

STOMMEL INC., DBA LEHR AUTO ELECTRIC

By: 
Dan Wirtz, GSA Director/Purchasing Agent

By: 

"County"


Printed name: lehr lehr

Title: President

APPROVED: BOS Resolution # 2022-0597

"Contractor"

APPROVED AS TO CONTENT:
GSA Fleet Department

By: 
Brian Ferdinand (Sep 30, 2022 15:59 PDT)
Printed name: Brian Ferdinand
Title: Fleet Manager

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel


By: 
G. Michael Ziman, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Vehicle Upfitting Services

Contractor shall provide all labor, materials, and equipment to purchase and install all parts listed.

1.1 Requirements

1.1.1 Upfitting installation work shall be consistently performed across all units with no substantive difference in design, layout, and installation from vehicle to vehicle.

1.1.2 Installation and parts for each vehicle must consist of the specific parts listed (no substitutions) and be consistent in each vehicle type.

1.1.3 Full description of the parts used for these installations are located on Exhibits A-1 through A-4 and include but are not limited to products from these manufacturers:

- Ray Allen Manufacturing
- Troy Products
- Sound Off Signal
- Westin
- Federal Signal
- EVCC
- Truck Vault
- Havis
- Whelen
- Santa Cruz Gun Locks
- Cole-Hersee
- Blue-Sea
- Kussmaul
- Secure Idle
- Intermotive
- Patrol Power

1.1.4 All wiring connections must be crimped and clearly labeled.

1.1.5 Wirings must be run through the center of the vehicle, under door sills, or above headliner and down pillars.

1.1.6 Contractor must provide upfitting services for each vehicle in timely fashion (ideally, no more than five (5) business days per vehicle). The time starts when work commences on vehicle at Contractor's location unless other terms are agreed upon.

1.1.7 Contractor shall not let installation work to subcontractors unless agreed upon in advance and only after subcontractors are vetted and approved by the County.

1.2 Pick Up and Delivery

If possible, Contractor shall be responsible for picking up vehicles from various County locations and delivering upon completion.

1.3 Guarantee

Contractor shall guarantee in writing that installation will not void vehicle or component factory warranties.

2. Parts Only

Contractor shall provide discounted parts as needed for delivery directly to County locations from manufacturers listed in Section 1.1.3 above.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

1. Contractor will be compensated on a lump sum basis for each task as set forth in Exhibits A-1 through A-4 attached hereto and, by this reference, made a part hereof. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction, or binding of documents at actual costs.
- (c) Customization of vehicles and components as necessary for build requirements as specified by the County.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed \$900,000 including, without limitation, the cost of any subcontractors, consultants, experts, or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

Exhibit A-1
(Ford – Package 1)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	SOUNDOFF SOUND 54"/137cm 9-32 -VOLT NFORCE NXT LED LIGHTBAR W/15' LIN DSC TECH RW/B-R/AB/A ENNLB00UNU-28A	
2	SOUNDOFF bluePRINT® 500 Series Remote Control System with Knob Control 10- 16v - 100 watt single-tone ENGSA5100RSR	
3	SOUNDOFF bluePRINT Link® Micro Module and Vehicle Harness for Ford Transit 2020-2021 Ford Explorer / Police Interceptor Utility (PIU) 2016-2022 Ford F150 2017-2020 only Ford F250-F550 2017-2021 ENGLMK008	
4	SOUNDOFF Intersector Under Mirror Mount Light 9-32 Vdc w/ 4-Wedges Mounting Gasket & Hardware 8 LEDs Color - Red ENTD3R	
5	SOUNDOFF Intersector Under Mirror Mount Light 9-32 Vdc w/ 4-Wedges Mounting Gasket & Hardware 8 LEDs Color - Blue ENTD3B	
6	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount 18" hard wire w/ sync option SAE Class 1 & CA Title 13 9-32 Vdc Black Housing 6 LED Color - Red REAR UPPER FENDER DS EMPS2QMS2R	
7	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount 18" hard wire w/ sync option SAE Class 1 & CA Title 13 9-32 Vdc Black Housing 6 LED Color - Blue REAR UPPER FENDER PS EMPS2QMS2B	
8	SOUNDOFF mpower® 4" 3-Wire Light w/Quick Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Amber LICENSE PLATE	
9	SOUNDOFF mpower® 4" 3-Wire Light w/ Quick MOUNT, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/Amber LICENSE PLATE	

10	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color -Red/Amber UNDER TAILGATE ON CODE	
11	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color BLUE/AMBER UNDER TAILGATE ON CODE	
Push Bumper, Lights & Speaker		
#	Description	Price/Ea
1	Push Bumper Elite Ford Utility 2020 Part #: 36-2125	
2	WESTIN ELITE 23.5" 2 LIGHT CHANNEL MPOWER HD	
3	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Red Top Driver Side	
4	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Blue Top Passenger side	
5	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Red Side Driver side	
6	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Blue Side Passenger side	
7	PIT Bar Elite Ford Utility 2020 Part #: 36-2125PB	
8	SOUNDOFF 100U Series Composite Speaker w/ Universal Bail Bracket - 100 watt	
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	TROY 2020+ PI Utility 10" vertical console with dual cupholders and open storage pocket. L-Shape arm rest with 5x8 foam pad.	
2	TROY 4" Soundoff 500 siren remote head	
3	TROY 3" XTL2500/5000/APX6500 remote 05/07	
4	TROY BEARCAT SCANNER FACE PLATE	
5	TROY Console side ht. adj. mount w/slide arm for docking station	
6	TROY Dual weapon mount with adjustability and no access to weapon lock wires	
7	TROY Bracket for shotgun lock (Santa Cruz, Overland, Big Sky)	
8	GM-B-SC5	
9	TROY Shotgun lock w/No. 2 key	
10	TROY Universal weapon lock	
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea

1	TROY PRODUCTS US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket.	
2	2020 PI Utility Big-Boy Partition Mounting Kit - Extra Seat-back Recline Part #: SAB-20-FDUV-BB	
3	2020 PI Utility 3-pc. Kick Panel with Foot Pockets (Use with Big-Boy Mount) Part #: KP-UV20-DAP-SS	
4	TROY Plastic seat with OS belts, rear partition (square-hole), square-hole side walls	
5	TROY PRODUCTS 2020 UTILITY DRIVER/PASSENGER SIDE WINDOW GUARDS VERTICAL DESIGN	
6	TROY 2020+ PI Utility hatch window screen; Square-hole punched	
Rear Box and Electronic Accessories		
#	Description	Price/Ea
1	SETINA Cargo Storage System – DSC – BSN 20-23 INTERCEPTOR UTILITY	
2	SETINA FREE STANDING CARGO BRKT KIT UTILITY 2020	
3	MAGENTIC MIC KIT	
4	TESSCO 3/4" permanent hole BRASS mount. For use with Motorola style antennas.	
5	BLUE SEA 150A CIRCUIT BREAKER	
6	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	
7	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	
Labor Utility Patrol		
#	Description	Price/Ea
1	INSTALLATION OF ALL EMERGENCY LIGHTING	
2	INSTALLATION OF PUDH BUMPER WITH LIGHTING & PITBAR	
3	INSTALLATION OF CENTER CONSOLE, WEAPONS RACK & COMPUTER MOUNT	
4	INSTALLATION OF FRONT, REAR PARTITION & WINDOW GUARDS	
5	INSTALLATION ELECTRONIC ACCESSORIES, PROGRAMMING & DEPT SUPPLIED RADIO & MDC MOUNT	
6	Pick Up and Delivery of Vehicle	

Exhibit A-2
(Chevy – Package 1)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	SOUND 54"/137cm 9-32 VOLT NFORCE NXT LED LIGHTBAR W/ 15' LIN DSC TECH RW/B-R/A B/A ENNLB00SGK-28A	
2	SOUNDOFF bluePRINT® 500 Series Remote Control System with Knob Control 10-16v - 100 watt single-tone ENGSAS100RSR	
3	SOUNDOFF REMOTE NODES FOR BLUEPRINT	
4	SOUNDOFF 10 ft Harness Kit for Remote Node	
5	SOUNDOFF bluePRINT OBD2 Link® Micro Module and Vehicle Harness for Chevrolet Tahoe 2022	
6	SOUNDOFF INTERSECTOR UNDER MIRROR MOUNT RED/WHITE (CODE/ALLEY LIGHT)	
7	SOUNDOFF INTERSECTOR UNDER MIRROR MOUNT BLUE/WHITE (CODE/ALLEY)	
8	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White UPPER FRONT & REAR FENDER (CODE/ALLEY LIGHTS)	
9	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White LICENSE PLATE (CODE/BRAKE/REV)	
10	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Amber UNDER LIFT GATE (CODE)	
11	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/Amber UNDER LIFT GATE (CODE)	
12	SOUNDOFF red/white dome light over center console & rear lift gate	
Push Bumper, Lights & Speaker		
#	Description	Price/Ea
1	WESTIN PUSH BUMPER ELITE TAHOE 2021	

2	WESTIN PUSH BUMPER LIGHT CHANNEL 33.1 MPOWER HD 2 HOLE	
3	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option; SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 12 LED, Dual Color - Red/White TOP & SIDE DRIVER SIDE (CODE/SCENE)	
4	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 12 LED, Dual Color - Blue/White TOP & SIDE PASSENGER SIDE (CODE/SCENE)	
5	SOUNDOFF Rock Bracket Kit: includes Mounting Hardware-Single, Black	
6	WESTIN PIT BAR ELITE TAHOE 2021	
7	SOUNDOFF 100U Series Composite Speaker w/ Universal Bail Bracket - 100 watt	
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	TROY 2021+ Tahoe 18" Wide body console w/ open storage; 7" slope, 11" level	
2	TROY 2021+ Tahoe floor mount compatible standard and wide-body consoles (INCLUDED)	
3	TROY PRODUCTS 4" internal dual beverage holder.	
4	TROY 4" Soundoff 500 siren remote head (INCLUDED)	
5	TROY 3" XTL2500/5000/APX6500 remote 05/07 (INCLUDED)	
6	TROY BEARCAT SCANNER FACE PLATE (INCLUDED)	
7	TROY 2" Filler plate 2" (INCLUDED)	
8	TROY Filler plate 4" (INCLUDED) Note: Faceplate 4" Blank Plate	
9	TROY Console side ht. adj. mount w/slide arm for docking station	
10	TROY Dual weapon mount with adjustability and no access to weapon lock wires	
11	TROY Bracket for shotgun lock (Santa Cruz, Overland, Big Sky) (INCLUDED)	
12	TROY Off-set bracket for universal hand-cuff style gun lock (Santa Cruz). More room for optics on rifle (INCLUDED)	
13	TROY Shotgun lock w/No. 2 key	
14	TROY Universal weapon lock	
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea
1	TROY PRODUCTS US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket.	

2	TROY Partition Mounting Kit 2021+ Tahoe partition mount. Extra seat-back recline. 100% seat slide	
3	TROY Partition Ext Kick Panels 2021+ Tahoe 3-Pc. extension kick panel with foot pocket	
4	TROY 2021+ Plastic seat with OS belts, rear partition (square-hole), squarehole side walls	
5	TROY 2021+ Tahoe driver and passenger side window guards, welded bars	
6	TROY 2021+ Tahoe driver and passenger side door panel set	
7	TROY 2021+ Tahoe hatch window screen; square-hole punched	
Electronic Accessories & Shipping		
#	Description	Price/Ea
1	MAGENTIC MIC KIT	
2	TESSCO 3/4" permanent hole BRASS mount. For use with Motorola style antennas.	
3	BLUE SEA 150A CIRCUIT BREAKER	
4	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	
5	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	
Labor Tahoe Patrol		
#	Description	Price/Ea
1	INSTALLATION OF ALL EMERGENCY LIGHTING	
2	INSTALLATION OF PUSH BUMPER WITH LIGHTING, PIT BAR & SPEAKER	
3	INSTALLATION OF CENTER CONSOLE, GUN RACK AND DOCKING STATION	
4	INSTALLATION OF FRONT, REAR PARTITION & ALL WINDOW & DOOR PANELS GUARDS	
5	INSTALLATION ELECTRONIC ACCESSORIES, PROGRAMMING & DEPT SUPPLIED RADIO & MDC MOUNT	
6	Pick Up and Delivery of Vehicle	

Exhibit A-3
(Ford – Package 2)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	WHELEN STANISLAUS PACKAGE WCX LEGACY DUO, CORE & SPEAKER PACKAGE INCLUDES THE FOLLOWING MKAJ105 (\$1,999.00) C399K4 (\$919.00) CCTL (\$247.20) C399 (\$33.00) SA315P & SAK66D (\$179.99 and \$27.00)	\$3,405.19
2	WHELEN WECANX 16 OUTPUT EXPANSION MOD	\$152.40
3	WHELEN WCX LO FREQ SIREN AMP EXPLORER	\$396.60
4	WHELEN SURFACE MT LINZ V-SERIES BLUE	\$161.40
5	WHELEN SURFACE MT LINZ V-SERIES RED	\$161.40
6	WHELEN UNDER MIRROR MOUNTING BRACKETS	\$18.00
7	WHELEN ION T-SERIES LINEAR DUO R/B	\$84.99
8	WHELEN ION T-SERIES LINEAR DUO R/A	\$84.99
9	WHELEN ION T-SERIES LINEAR DUO B/A	\$84.99
10	WHELEN MOUNTING WEDGE ION-T SERIES	
Push Bumper w/Lighting		
#	Description	Price/Ea
1	SETINA PB450L4 ALUM BUMPER WITH WHELEN LIGHTING TRIO RBW & 8FT HARNESS INCLUDED	\$839.25
2	SETINA PB9 PB300/PB400 ALUM FENDER WRAPS UTILITY 20-23	\$479.25
3	PATROL POWER HARNESS FRT MNT PI UTIL 2020	\$725.60
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	HAVIS 2020-2021 FOR UTILTIY POLICE VEHICLE SPECIFIC 21" CONSOLE INCLUDED 1EA C-EB25-XTL-1P 1EA C-EB30-U15-1P 1EA C-EB40-CCS-1P 1EA C-FP-15 2EA C-FP-4	\$366.27
2	HAVIS Self-Adjusting Double Cup Holder	\$45.56
3	HAVIS Dual USB Charge Module	\$92.50

4	HAVIS SIDE MOUNTED FLIP UP ARMREST	\$151.72
5	HAVIS 8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	\$134.34
6	HAVIS 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	\$244.35
7	120 Watt Power Supply for use with DS-PAN-111 Series Docking Stations	\$159.53
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea
1	SETINA #10VS C RP Coated Poly Partition	\$786.75
2	SETINA FULL TRANSPORT REPLACEMENT SEAT 20-23 UTILITY	\$1,138.50
3	SETINA 12VS 2ND EXPANDED METAL PARTITION 20-23 UTILITY	Incl.
4	SETINA Window Barrier Steel Horizontal UTILITY 2020	\$239.25
5	WK0040ITU20	\$351.00
6	SETINA DOOR PANELS TPO PLASTIC BLACK 20-23 UTILITY	\$231.75
7	SETINA D T-Rail Mount Small Lock & Universal XL Lock	\$366.75
Rear Box and Electronic Accessories		
#	Description	Price/Ea
1	SETINA Cargo Storage System – DSC – BSN 20-23 INTERCEPTOR UTILITY	\$1,281.75
2	SETINA CARGO RADIO TRAY - TRN STANDARD	\$292.49
3	Magnetic Mic Kit	\$34.95
4	TESSCO 3/4" permanent hole BRASS mount. For use with Motorola style antennas.	
5	BLUE SEA 150A CIRCUIT BREAKER	\$41.04
6	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	
7	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	
Labor Utility Patrol		
#	Description	Price/Ea
1	Total Installation	\$6,700.00
2	Shipping Charges	\$395.00

Exhibit A-4
(Chevy – Package 2)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	WHELEN STANISLAUS PACKAGE WCX LEGACY DUO, CORE & SPEAKER PACKAGE INCLUDES THE FOLLOWING MKAJ101 (\$1,999.00) C399 (\$919.00) CCTL6 (\$247.20) C399K2 (\$98.40) SA315P & SAK70 (\$27.00, \$179.99)	\$3,470.59
2	WHELEN WECANX 16 OUTPUT EXPANSION MOD	\$152.40
3	WHELEN WCX LO FREQ SIREN AMP EXPLORER	\$396.60
4	WHELEN SURFACE MT LINZ V-SERIES BLUE	\$161.40
5	WHELEN SURFACE MT LINZ V-SERIES RED	\$161.40
6	WHELEN UNDER MIRROR MOUNTING BRACKETS	\$18.00
7	WHELEN ION T-SERIES LINEAR DUO R/B	\$84.99
8	WHELEN ION T-SERIES LINEAR DUO R/A	\$84.99
Push Bumper w/Lighting		
#	Description	Price/Ea
1	SETINA PB450L4 ALUM BUMPER ION 21-23 TAHOE WHELEN ION TRIO RBW 8FT LONG HARNESS INCLUDED	\$938.33
2	SETINA PB9 PB300/400 ALUMINUM FENDER WRAPS 21-23 TAHOE	\$479.25
3	WHELEN HOWLER BKT 21 TAHOE	\$136.80
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	HAVIS 9" WIDE ANGLED 22" VEHICLE SPECIFIC CONSOLE FOR 21 TAHOE INCLUDED 1EA C-EB25-XTL-1P 1EA C-EB30-U15-1P 1EA C-EB40-CCS-1P 1EA C-FP-05 2EA C-FP-4	\$520.05
2	HAVIS Self-Adjusting Double Cup Holder	\$45.56
3	HAVIS Dual USB Charge Module	\$92.50
4	HAVIS SIDE MOUNTED FLIP UP ARMREST	\$151.72
5	HAVIS 8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	\$134.35

6	HAVIS 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	\$244.35
7	HAVIS BRAND CF30/31 VEHICLE MOUNT Docking Station with Dual High Gain Antenna WITH lind adapter (with car charger) serial port	
8	SETINA D T-Rail Mount Small Lock & Universal XL Lock	\$366.75
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea
1	SETINA #10VS C RP COATED POLY PARTITION 21-23 TAHOE	\$786.75
2	SETINA FULL TRANSPORT REPLACEMENT SEAT 21-23 TAHOE	\$809.25
3	SETINA #12VS 2ND EXPANDED METAL PARTITION 21-23 TAHOE	\$434.25
4	SETINA WINDOW BARRIER VS STEEL HORIZONTAL 21-23 TAHOE	\$239.25
5	SETINA DOOR PANEL S TPO PLASTIC BLACK 21-23 TAHOE	\$231.75
6	SETINA WINDOW BARRIER CARGO 3PC STEEL 21-23 TAHOE	\$351.00
Rear Box and Electronic Accessories		
#	Description	Price/Ea
1	SETINA CARGO BOX - DSC - BSN 21-23 TAHOE	\$1,281.75
2	SETINA CARGO RADIO TRAY - TRN STANDARD	\$292.49
3	MAGENTIC MIC KIT	\$34.95
4	MNSTAR PWR 18 DIST CNTR, 6 BAT HOT, 6 IGN HOT, 6 TMED CIR, 125 AMP TOTAL, 30 AMP/CIR	\$452.00
5	BLUE SEA 150A CIRCUIT BREAKER	\$41.04
6	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	\$221.53
7	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	Incl.
Labor Tahoe Patrol		
#	Description	Price/Ea
1	INSTALLATION TOTAL	\$6,299.50
2	SHIPPING CHARGE	\$295.00

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and NextGen Alpha Upfitting ("Contractor") as of 11/17/2022, 2022.

Recitals

WHEREAS, the County has a need for vehicle upfitting services;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**.

1.2 All documents, drawings, and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Compensation

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from November 1, 2022 to October 31, 2025 unless sooner terminated as provided below.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

4.1 Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

4.2 Contractor further certifies to County that it and its principals are not debarred, suspended, or otherwise excluded or ineligible for participation in federal, state or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay

Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors including those resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has

the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; develop and implement budget procedures. In addition, the Contractors retain the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractors, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County:
Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor:
NextGen Alpha Upfitting
8400 Carbide Court
Sacramento, CA 95828

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

Ind. Con. Agmt. (Rev.2.24.22 gmz)

22. Authorized Signature

The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. Electronic Signatures

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. Certification Regarding Economic Sanctions Pursuant To California State Executive Order N-6-22

24.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

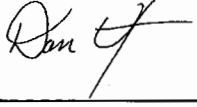
24.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

24.3 For contracts valued at \$5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.


COUNTY OF STANISLAUS

By: 
Dan Wirtz, GSA Director/Purchasing Agent


"County"

APPROVED: BOS Resolution # 2022-0597

APPROVED AS TO CONTENT:
GSA Fleet Department

By: 
Brian Ferdinand (Sep 30, 2022 15:45 PDT)
Printed name: Brian Ferdinand
Title: Fleet Manager

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: 
G. Michael Ziman, Deputy County Counsel

NEXTGEN ALPHA UPFITTING

By: SUMEET SINGH
SUMEET SINGH (Sep 30, 2022 14:06 PDT)

Printed name: SUMEET SINGH

Title: OWNER

"Contractor"

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Vehicle Upfitting Services

Contractor shall provide all labor, materials, and equipment to purchase and install all parts listed.

1.1 Requirements

1.1.1 Upfitting installation work shall be consistently performed across all units with no substantive difference in design, layout, and installation from vehicle to vehicle.

1.1.2 Installation and parts for each vehicle must consist of the specific parts listed (no substitutions) and be consistent in each vehicle type.

1.1.3 Full description of the parts used for these installations are located on Exhibits A-1 through A-4 and include but are not limited to products from these manufacturers:

- Ray Allen Manufacturing
- Troy Products
- Sound Off Signal
- Westin
- Federal Signal
- EVCC
- Truck Vault
- Havis
- Whelen
- Santa Cruz Gun Locks
- Cole-Hersee
- Blue-Sea
- Kussmaul
- Secure Idle
- Intermotive
- Patrol Power

1.1.4 All wiring connections must be crimped and clearly labeled.

1.1.5 Wirings must be run through the center of the vehicle, under door sills, or above headliner and down pillars.

1.1.6 Contractor must provide upfitting services for each vehicle in timely fashion (ideally, no more than five (5) business days per vehicle). The time starts when work commences on vehicle at Contractor's location unless other terms are agreed upon.

1.1.7 Contractor shall not let installation work to subcontractors unless agreed upon in advance and only after subcontractors are vetted and approved by the County.

1.2 Pick Up and Delivery

If possible, Contractor shall be responsible for picking up vehicles from various County locations and delivering upon completion.

1.3 Guarantee

Contractor shall guarantee in writing that installation will not void vehicle or component factory warranties.

2. Parts Only

Contractor shall provide discounted parts as needed for delivery directly to County locations from manufacturers listed in Section 1.1.3 above.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

1. Contractor will be compensated on a lump sum basis for each task as set forth in Exhibits A-1 through A-4 attached hereto and, by this reference, made a part hereof. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction, or binding of documents at actual costs.
- (c) Customization of vehicles and components as necessary for build requirements as specified by the County.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed \$900,000 including, without limitation, the cost of any subcontractors, consultants, experts, or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

Exhibit A-1
(Ford – Package 1)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	SOUNDOFF SOUND 54"/137cm 9-32 -VOLT NFORCE NXT LED LIGHTBAR W/15' LIN DSC TECH RW/B-R/AB/A ENNLB00UNU-28A	\$1,781.20
2	SOUNDOFF bluePRINT® 500 Series Remote Control System with Knob Control 10- 16v - 100 watt single-tone ENGSA5100RSR	\$793.00
3	SOUNDOFF bluePRINT Link® Micro Module and Vehicle Harness for Ford Transit 2020-2021 Ford Explorer / Police Interceptor Utility (PIU) 2016-2022 Ford F150 2017-2020 only Ford F250-F550 2017-2021 ENGLMK008	\$289.29
4	SOUNDOFF Intersector Under Mirror Mount Light 9-32 Vdc w/ 4-Wedges Mounting Gasket & Hardware 8 LEDs Color - Red ENTD3R	\$147.89
5	SOUNDOFF Intersector Under Mirror Mount Light 9-32 Vdc w/ 4-Wedges Mounting Gasket & Hardware 8 LEDs Color - Blue ENTD3B	\$147.89
6	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount 18" hard wire w/ sync option SAE Class 1 & CA Title 13 9-32 Vdc Black Housing 6 LED Color - Red REAR UPPER FENDER DS EMPS2QMS2R	\$96.89
7	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount 18" hard wire w/ sync option SAE Class 1 & CA Title 13 9-32 Vdc Black Housing 6 LED Color - Blue REAR UPPER FENDER PS EMPS2QMS2B	\$96.89
8	SOUNDOFF mpower® 4" 3-Wire Light w/Quick Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Amber LICENSE PLATE	\$113.58
9	SOUNDOFF mpower® 4" 3-Wire Light w/ Quick MOUNT, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/Amber LICENSE PLATE	\$113.58

10	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color -Red/Amber UNDER TAILGATE ON CODE	\$113.58
11	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color BLUE/AMBER UNDER TAILGATE ON CODE	\$113.58
Push Bumper, Lights & Speaker		
#	Description	Price/Ea
1	Push Bumper Elite Ford Utility 2020 Part #: 36-2125	\$451.11
2	WESTIN ELITE 23.5" 2 LIGHT CHANNEL MPOWER HD	\$41.94
3	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Red Top Driver Side	\$96.89
4	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Blue Top Passenger side	\$96.89
5	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Red Side Driver side	\$96.89
6	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, 6 LED, Single Color - Blue Side Passenger side	\$96.89
7	PIT Bar Elite Ford Utility 2020 Part #: 36-2125PB	\$471.62
8	SOUNDOFF 100U Series Composite Speaker w/ Universal Bail Bracket - 100 watt	\$229.48
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	TROY 2020+ PI Utility 10" vertical console with dual cupholders and open storage pocket. L-Shape arm rest with 5x8 foam pad.	\$384.30
2	TROY 4" Soundoff 500 siren remote head	
3	TROY 3" XTL2500/5000/APX6500 remote 05/07	
4	TROY BEARCAT SCANNER FACE PLATE	
5	TROY Console side ht. adj. mount w/slide arm for docking station	\$391.62
6	TROY Dual weapon mount with adjustability and no access to weapon lock wires	\$234.97
7	TROY Bracket for shotgun lock (Santa Cruz, Overland, Big Sky)	
8	GM-B-SC5	
9	TROY Shotgun lock w/No. 2 key	\$111.26
10	TROY Universal weapon lock	\$166.90
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea

1	TROY PRODUCTS US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket.	\$705.65
2	2020 PI Utility Big-Boy Partition Mounting Kit - Extra Seat-back Recline Part #: SAB-20-FDUV-BB	
3	2020 PI Utility 3-pc. Kick Panel with Foot Pockets (Use with Big-Boy Mount) Part #: KP-UV20-DAP-SS	\$152.26
4	TROY Plastic seat with OS belts, rear partition (square-hole), square-hole side walls	\$1,471.32
5	TROY PRODUCTS 2020 UTILITY DRIVER/PASSENGER SIDE WINDOW GUARDS VERTICAL DESIGN	\$228.39
6	TROY 2020+ PI Utility hatch window screen; Square-hole punched	\$114.92
Rear Box and Electronic Accessories		
#	Description	Price/Ea
1	SETINA Cargo Storage System – DSC – BSN 20-23 INTERCEPTOR UTILITY	\$1,386.51
2	SETINA FREE STANDING CARGO BRKT KIT UTILITY 2020	\$234.47
3	MAGENTIC MIC KIT	\$30.50
4	TESSCO 3/4" permanent hole BRASS mount. For use with Motorola style antennas.	\$19.12
5	BLUE SEA 150A CIRCUIT BREAKER	\$48.96
6	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	\$145.00
7	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	\$54.50
Labor Utility Patrol		
#	Description	Price/Ea
1	Shop Supplies – To include vehicle upfit – Brackets, fuses, clamps, wires, loom, misc. accessories	\$350.00
2	Installation labor charge for above equipment per department spec	\$4,050.00
3	Shipping cost from vendor	\$450.00

Exhibit A-2
(Chevy – Package 1)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	SOUND 54"/137cm 9-32 VOLT NFORCE NXT LED LIGHTBAR W/ 15' LIN DSC TECH RW/B-R/A B/A ENNLB00SGK-28A	\$1,781.20
2	SOUNDOFF bluePRINT® 500 Series Remote Control System with Knob Control 10-16v - 100 watt single-tone ENGSA5100RSR	\$793.00
3	SOUNDOFF REMOTE NODES FOR BLUEPRINT	\$158.60
4	SOUNDOFF 10 ft Harness Kit for Remote Node	\$76.96
5	SOUNDOFF bluePRINT OBD2 Link® Micro Module and Vehicle Harness for Chevrolet Tahoe 2022	\$328.29
6	SOUNDOFF INTERSECTOR UNDER MIRROR MOUNT RED/WHITE (CODE/ALLEY LIGHT)	\$172.46
7	SOUNDOFF INTERSECTOR UNDER MIRROR MOUNT BLUE/WHITE (CODE/ALLEY)	\$172.46
8	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White UPPER FRONT & REAR FENDER (CODE/ALLEY LIGHTS)	\$126.10
9	SOUNDOFF mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White LICENSE PLATE (CODE/BRAKE/REV)	\$113.58
10	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Amber UNDER LIFT GATE (CODE)	\$113.58
11	SOUNDOFF mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/Amber UNDER LIFT GATE (CODE)	\$113.58
12	SOUNDOFF red/white dome light over center console & rear lift gate	\$63.51
Push Bumper, Lights & Speaker		
#	Description	Price/Ea
1	WESTIN PUSH BUMPER ELITE TAHOE 2021	\$632.27

2	WESTIN PUSH BUMPER LIGHT CHANNEL 33.1 MPOWER HD 2 HOLE	\$41.94
3	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 12 LED, Dual Color - Red/White TOP & SIDE DRIVER SIDE (CODE/SCENE)	\$113.58
4	SOUNDOFF mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 12 LED, Dual Color - Blue/White TOP & SIDE PASSENGER SIDE (CODE/SCENE)	\$113.58
5	SOUNDOFF Rock Bracket Kit: includes Mounting Hardware-Single, Black	\$16.69
6	WESTIN PIT BAR ELITE TAHOE 2021	\$471.62
7	SOUNDOFF 100U Series Composite Speaker w/ Universal Bail Bracket - 100 watt	\$229.48
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	TROY 2021+ Tahoe 18" Wide body console w/ open storage; 7" slope, 11" level	\$556.32
2	TROY 2021+ Tahoe floor mount compatible standard and wide-body consoles (INCLUDED)	
3	TROY PRODUCTS 4" internal dual beverage holder.	\$42.46
4	TROY 4" Soundoff 500 siren remote head (INCLUDED)	
5	TROY 3" XTL2500/5000/APX6500 remote 05/07 (INCLUDED)	
6	TROY BEARCAT SCANNER FACE PLATE (INCLUDED)	
7	TROY 2" Filler plate 2" (INCLUDED)	
8	TROY Filler plate 4" (INCLUDED) Note: Faceplate 4" Blank Plate	
9	TROY Console side ht. adj. mount w/slide arm for docking station	\$391.62
10	TROY Dual weapon mount with adjustability and no access to weapon lock wires	\$234.97
11	TROY Bracket for shotgun lock (Santa Cruz, Overland, Big Sky) (INCLUDED)	
12	TROY Off-set bracket for universal hand-cuff style gun lock (Santa Cruz). More room for optics on rifle (INCLUDED)	
13	TROY Shotgun lock w/No. 2 key	\$111.26
14	TROY Universal weapon lock	\$166.90
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea
1	TROY PRODUCTS US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket.	\$705.65

2	TROY Partition Mounting Kit 2021+ Tahoe partition mount. Extra seat-back recline. 100% seat slide	
3	TROY Partition Ext Kick Panels 2021+ Tahoe 3-Pc. extension kick panel with foot pocket	\$169.10
4	TROY 2021+ Plastic seat with OS belts, rear partition (square-hole), squarehole side walls	\$1,549.64
5	TROY 2021+ Tahoe driver and passenger side window guards, welded bars	\$278.16
6	TROY 2021+ Tahoe driver and passenger side door panel set	\$247.42
7	TROY 2021+ Tahoe hatch window screen; square-hole punched	\$136.88
Electronic Accessories & Shipping		
#	Description	Price/Ea
1	MAGENTIC MIC KIT	\$30.50
2	TESSCO 3/4" permanent hole BRASS mount. For use with Motorola style antennas.	\$19.12
3	BLUE SEA 150A CIRCUIT BREAKER	\$48.96
4	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	\$145.00
5	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	\$54.50
Labor Tahoe Patrol		
#	Description	Price/Ea
1	Shop Supplies – To include vehicle upfit – Brackets, fuses, clamps, wires, loom, misc. accessories	\$350.00
2	Installation labor charge for above equipment per department spec	\$4,140.00
3	Shipping cost from vendor	\$450.00

Exhibit A-3
(Ford – Package 2)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	WHELEN STANISLAUS PACKAGE WCX LEGACY DUO, CORE & SPEAKER PACKAGE INCLUDES THE FOLLOWING MKAJ105 (\$2,222.84) C399K4 (\$938.18) CCTL C399 SA315P & SAK66D	\$3,161.02
2	WHELEN WECANX 16 OUTPUT EXPANSION MOD	\$146.40
3	WHELEN WCX LO FREQ SIREN AMP EXPLORER	\$483.85
4	WHELEN SURFACE MT LINZ V-SERIES BLUE	\$196.91
5	WHELEN SURFACE MT LINZ V-SERIES RED	\$196.91
6	WHELEN UNDER MIRROR MOUNTING BRACKETS	\$21.96
7	WHELEN ION T-SERIES LINEAR DUO R/B	\$82.96
8	WHELEN ION T-SERIES LINEAR DUO R/A	\$82.96
9	WHELEN ION T-SERIES LINEAR DUO B/A	\$82.96
10	WHELEN MOUNTING WEDGE ION-T SERIES	\$14.64
Push Bumper w/Lighting		
#	Description	Price/Ea
1	SETINA PB450L4 ALUM BUMPER WITH WHELEN LIGHTING TRIO RBW & 8FT HARNESS INCLUDED	\$907.85
2	SETINA PB9 PB300/PB400 ALUM FENDER WRAPS UTILITY 20-23	\$518.43
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	HAVIS 2020-2021 FOR UTILTIY POLICE VEHICLE SPECIFIC 21" CONSOLE INCLUDED 1EA C-EB25-XTL-1P 1EA C-EB30-U15-1P 1EA C-EB40-CCS-1P 1EA C-FP-15 2EA C-FP-4	\$394.63
2	HAVIS Self-Adjusting Double Cup Holder	\$50.03
3	HAVIS Dual USB Charge Module	\$60.80
4	HAVIS SIDE MOUNTED FLIP UP ARMREST	\$166.59

5	HAVIS 8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	\$147.50
6	HAVIS 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	\$268.29
7	120 Watt Power Supply for use with DS-PAN-111 Series Docking Stations	\$175.17
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea
1	SETINA #10VS C RP Coated Poly Partition	\$851.05
2	SETINA FULL TRANSPORT REPLACEMENT SEAT 20-23 UTILITY	\$761.82
3	SETINA 12VS 2ND EXPANDED METAL PARTITION 20-23 UTILITY	\$469.75
4	SETINA Window Barrier Steel Horizontal UTILITY 2020	\$258.81
5	WK0040ITU20	\$379.69
6	SETINA DOOR PANELS TPO PLASTIC BLACK 20-23 UTILITY	\$250.70
7	SETINA D T-Rail Mount Small Lock & Universal XL Lock	\$412.96
Rear Box and Electronic Accessories		
#	Description	Price/Ea
1	SETINA Cargo Storage System – DSC – BSN 20-23 INTERCEPTOR UTILITY	\$1,386.52
2	SETINA CARGO RADIO TRAY - TRN STANDARD	\$316.41
3	Magnetic Mic Kit	\$30.50
4	TESSCO 3/4" permanent hole BRASS mount. For use with Motorola style antennas.	
5	BLUE SEA 150A CIRCUIT BREAKER	
6	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	
7	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	
Labor Utility Patrol		
#	Description	Price/Ea
1	Shop Supplies – To include vehicle upfit – Brackets, fuses, clamps, wires, loom, misc. accessories	\$350.00
2	Installation labor charge for above equipment per department spec	\$4,140.00
3	Shipping cost from vendor	\$450.00

Exhibit A-4
(Chevy – Package 2)

Component Pricing		
Lightbar Siren, Side Lighting & Rear Lighting		
#	Description	Price/Ea
1	WHELEN STANISLAUS PACKAGE WCX LEGACY DUO, CORE & SPEAKER PACKAGE INCLUDES THE FOLLOWING MKAJ101 (\$2,222.84) C399 (\$938.18) CCTL6 C399K2 SA315P & SAK70	\$3,161.02
2	WHELEN WECANX 16 OUTPUT EXPANSION MOD	\$146.40
3	WHELEN WCX LO FREQ SIREN AMP EXPLORER	\$483.85
4	WHELEN SURFACE MT LINZ V-SERIES BLUE	\$196.61
5	WHELEN SURFACE MT LINZ V-SERIES RED	\$196.61
6	WHELEN UNDER MIRROR MOUNTING BRACKETS	\$21.96
7	WHELEN ION T-SERIES LINEAR DUO R/B	\$82.96
8	WHELEN ION T-SERIES LINEAR DUO R/A	\$82.96
Push Bumper w/Lighting		
#	Description	Price/Ea
1	SETINA PB450L4 ALUM BUMPER ION 21-23 TAHOE WHELEN ION TRIO RBW 8FT LONG HARNESS INCLUDED	\$907.85
2	SETINA PB9 PB300/400 ALUMINUM FENDER WRAPS 21-23 TAHOE	\$518.43
Center Console, Computer & Gun Rack		
#	Description	Price/Ea
1	HAVIS 9" WIDE ANGLED 22" VEHICLE SPECIFIC CONSOLE FOR 21 TAHOE INCLUDED 1EA C-EB25-XTL-1P 1EA C-EB30-U15-1P 1EA C-EB40-CCS-1P 1EA C-FP-05 2EA C-FP-4	\$571.02
2	HAVIS Self-Adjusting Double Cup Holder	\$50.03
3	HAVIS Dual USB Charge Module	
4	HAVIS SIDE MOUNTED FLIP UP ARMREST	\$166.59
5	HAVIS 8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	\$147.50

6	HAVIS 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	\$268.29
7	HAVIS BRAND CF30/31 VEHICLE MOUNT Docking Station with Dual High Gain Antenna WITH lind adapter (with car charger) serial port	\$814.31
8	SETINA D T-Rail Mount Small Lock & Universal XL Lock	\$412.96
Front, Rear Partition, Window Bars & Rear Window Guards		
#	Description	Price/Ea
1	SETINA #10VS C RP COATED POLY PARTITION 21-23 TAHOE	\$851.06
2	SETINA FULL TRANSPORT REPLACEMENT SEAT 21-23 TAHOE	\$875.40
3	SETINA #12VS 2ND EXPANDED METAL PARTITION 21-23 TAHOE	\$469.75
4	SETINA WINDOW BARRIER VS STEEL HORIZONTAL 21-23 TAHOE	\$379.69
5	SETINA DOOR PANEL S TPO PLASTIC BLACK 21-23 TAHOE	\$250.70
6	SETINA WINDOW BARRIER CARGO 3PC STEEL 21-23 TAHOE	
Rear Box and Electronic Accessories		
#	Description	Price/Ea
1	SETINA CARGO BOX - DSC - BSN 21-23 TAHOE	\$1,386.52
2	SETINA CARGO RADIO TRAY - TRN STANDARD	\$316.41
3	MAGENTIC MIC KIT	\$30.50
4	TESSCO 3/4" permanent hole BRASS mount. For use with Motorola style antennas.	
5	BLUE SEA 150A CIRCUIT BREAKER	
6	BLUE SEAS SOLENOID TIMER 120A 12VDC ATD	
7	Blue Sea 5026 12 circuit Fuse Block W/ Cover and Negative Bus	
Labor Tahoe Patrol		
#	Description	Price/Ea
1	Shop Supplies – To include vehicle upfit – Brackets, fuses, clamps, wires, loom, misc. accessories	\$350.00
2	Installation labor charge for above equipment per department spec	\$4,320.00
3	Shipping cost from vendor	\$475.00