

1 identified in the RCSD Contract, in an amount not to exceed Ninety-Five Thousand
2 Dollars (\$95,000), for a one-year period from August 1, 2022 to July 31, 2023. To
3 the extent that the RCSD Contract and this Agreement are inconsistent, the
4 following priority shall govern: (1) this Agreement and (2) the RCSD Contract.

5 B. Payment for the new vehicle preparation services and
6 component preassembly for Police and Fire Department vehicles provided by
7 Contractor to the City shall be made by the City on delivery to and acceptance of
8 the new vehicle preparation services and component preassembly for Police and
9 Fire Department vehicles and submittal of an invoice to the City. Payment is due
10 thirty (30) days after the date of the invoice.

11 C. All warranties shall accrue to the City of Long Beach.

12 2. Neither this Agreement nor any money that becomes due to
13 Contractor under this Agreement may be assigned by Contractor without the prior written
14 consent of the City Manager or his designee.

15 3. Any notice given under this Agreement shall be in writing and
16 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
17 delivered or mailed to Contractor at the relevant address first stated above, and to the City
18 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
19 shall be deemed given three days after deposit in the mail.

20 4. The terms appearing on the RCSD Contract are incorporated in this
21 Agreement.

22 5. Contractor shall cooperate with the City in all matters relating to self-
23 accrual of use tax. Contractor shall contact the City Treasurer for additional information
24 regarding self-accrual.

25 6. This Agreement and all documents which are incorporated by
26 reference in this Agreement constitute the entire understanding between the parties and
27 supersede all other agreements, oral or written, with respect to the subject matter of this
28 Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

INNOVATIVE DESIGN AND SHEET METAL PRODUCTS, INC., dba INNOVATIVE EMERGENCY EQUIPMENT, a Delaware corporation

9-16, 2022

By [Signature]
Name Jack Kelley
Title CEO

9/16, 2022

By [Signature]
Name Sheryl Kelley
Title CO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

October 4, 2022

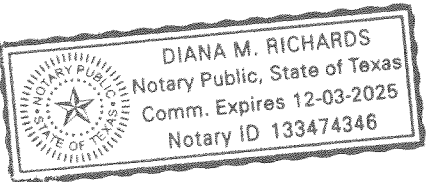
By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 901 OF THE CITY CHARTER.

This Agreement is approved as to form on 9-21, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy



[Signature]
9-16-22

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

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EXHIBIT "A"

EXHIBIT "A"

EXHIBIT "A"

PROFESSIONAL SERVICE AGREEMENT

for

**SHERIFF VEHICLES EQUIPMENT,
INSTALLATION AND REMOVAL SERVICES**

between

COUNTY OF RIVERSIDE

and

**INNOVATIVE DESIGN AND SHEET METAL PRODUCTS, INC.
(DBA INNOVATIVE EMERGENCY EQUIPMENT)**



M-27

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This Agreement, made and entered into this _____ day of _____, 2019, by and between INNOVATIVE DESIGN AND SHEET METAL PRODUCTS, INC. (DBA: INNOVATIVE EMERGENCY EQUIPMENT), (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, for items listed in Exhibit B, Vehicle Equipment and Parts Buildout List, and at the prices stated in Exhibit C, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on October 1, 2019 and continues in effect through September 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed an aggregate amount of one million one hundred thousand (\$1,100,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department
Sheriff's Fleet Services
7195 Alessandro Blvd
Riverside, CA 92506
Attn: Fleet Sergeant

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-0551-006-09/24); Vehicle Identification Number ("VIN"), unit number and date of delivery to the CONTRACTOR's facility; quantities; item/service descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- a) The CONTRACTOR (s) shall submit invoices to Sheriff's Fleet after inspection and acceptance by the COUNTY.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not

allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered

Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation

session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Sheriff Department, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing Unit

CONTRACTOR

Innovative Design and Sheet Metal Products,
Inc. (Dba: Innovative Emergency Equipment)
1616 Marlborough Ave. Unit S-1
Riverside, CA 92507

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. **Insurance**

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto

evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

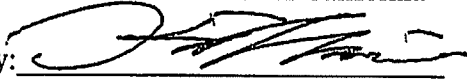
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

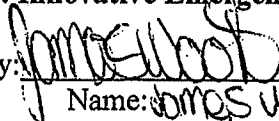
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Kevin Jeffries, Chairman
Board of Supervisors

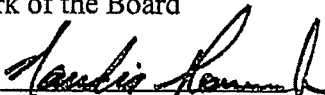
Dated: 11-19-19

Innovative Design and Sheet Metal Products, Inc.
(DBA: Innovative Emergency Equipment)

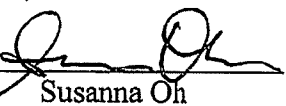
By: 
Name: James Wood
Title: President

Dated: 10/14/2019

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICE**

A. CONTRACTOR REQUIREMENTS

1. CONTRACTOR shall provide equipment, labor/installation and removal services as ordered by the COUNTY for all active, retired duty and service vehicles for the Sheriff Department. The CONTRACTOR shall provide product usage reports to satisfactorily support the COUNTY. The COUNTY shall order products that are identified as approved items that are listed in Exhibit B, Vehicle Equipment and Parts Buildout List.
 - a. The Sheriff's Department shall have the CONTRACTOR build patrol, stealth, and plain vehicles to be determined by the Sheriff Fleet Department.
 - b. The CONTRACTOR shall be responsible for providing the product inventory's, manpower resources, and/or production equipment.
 - c. The Sheriff Department may evaluate other possible patrol vehicles at the discretion of the Sheriff Department.
2. The Sheriff Department will order Specialty Vehicles during the year that may include Patrol K-9 adaptations, Forensic Trucks, Bomb Squad Vehicles, S.E.R.T. Vehicles (Sheriff's Emergency Response Team), S.E.B. Vehicles (Special Enforcement Bureau/SWAT), Correction Transportation Vehicles and Coroner Vehicles.
3. The "Specialty Vehicles" are custom built by the CONTRACTOR, and these specialty vehicles may vary from vehicle to vehicle depending on what type of equipment is needed by the Sheriff station or specialized unit. There is no definitive specification book associated with these types of specialty vehicles because of the constant changes in the equipment requirements.
4. The CONTRACTOR shall strip a combination of patrol, stealth, and plain vehicles. The CONTRACTOR shall remotely strip non-drivable vehicles (out of service & collision totals) at the at various COUNTY locations in Moreno Valley, Murrieta (Southwest Temecula), Riverside and Indio.
5. Vehicle strips may include, but not limited to, the removal of:
 - a. All emergency lighting equipment and siren
 - b. Police radio, scanner, and mobile data computer
 - c. Partition cages or K-9 kennels
 - d. All gun racks
 - e. Metal trunk boxes and trays
 - f. Fire extinguisher
 - g. Rear plastic seat and seat belts
6. The COUNTY shall have the best pricing, based on the economies of scale, for those items specifically identified in Exhibit B, Vehicle Equipment and Parts Buildout List.
7. The CONTRACTOR shall deliver and shall have "will-call" delivery product inventory as needed for the Sheriff Department.

8. Pricing will be all inclusive of any vendor vehicle pick-up or delivery fees, should the Sheriff Department personnel not be able to provide that service.
9. The CONTRACTOR shall provide a unit price for the individual products as noted in the Exhibit B and extend those prices to the vehicle type as specified. The COUNTY of Riverside, Sheriff's Department requires that any substitutions shall undergo prior review and written approval by the COUNTY.

a. Special Equipment:

- i. The CONTRACTOR shall make the necessary commitment to provide equipment and trained personnel, at the CONTRACTOR'S location, to support the volume of vehicles the Sheriff's Department requires to maintain its operations and fleet levels.
 - ii. The CONTRACTOR shall be required to have access to a custom fabrication shop that would allow for the many and various vehicle builds and subsequent installations that arise from various needs and specialty configurations of the department.
 - iii. The CONTRACTOR shall have made or have made a "one-piece electrical wiring harness" to be installed in the Sheriff's vehicles to maintain consistency in installation of equipment and ease in trouble shooting electrical problems. NO EXCEPTIONS.
 - iv. Vehicle buildout vendors who manufacture or fabricate parts specifically used on RSO builds shall offer those same parts for sale to other RSO vehicle buildout vendors at pricing that will afford the purchasing vendors a 20% optional price markup margin. The result of this margin if exercised will make the final sales price equal to the price the vendor who manufactured or fabricated the parts sells them to RSO at. This pricing stipulation shall not deny the manufacturer or fabricator the ability to charge shipping or credit card fees on top of the 20% markup margin if required based on the terms of the transaction. This pricing shall apply only to vehicles being built for RSO by the receiving vendor. No vendor shall unnecessarily deny or delay prompt availability of these parts to other RSO vehicle buildout vendors for use on RSO builds.
13. **EQUIPMENT:** The COUNTY reserves the right to have equipment/parts installed that are of equal design, form, fit, and function. The COUNTY reserves the right to specify or make changes on equipment for the duration of the Agreement.

B. OPERATIONAL SPECIFICATIONS

1. CONTRACTOR shall contact the Sheriff's Department personnel to identify all vehicle service equipment/parts that will be stocked at the CONTRACTOR'S location. This shall be accomplished within 30 days of the approved Agreement. This shall repeat itself every year and prior to the renewal of the Agreement. This is necessary to adjust for rolling stock changes within the Sheriff's Department. By mutual agreement between the CONTRACTOR and the COUNTY, available inventory of equipment/parts shall be determined using expected weekly production output based on monthly or yearly vehicle installation projections.
2. The CONTRACTOR shall be committed to the "Maximum" production/delivery time required to complete the projected number of vehicle installations. The CONTRACTOR shall complete a single

vehicle installation in five (5) business days. The CONTRACTOR shall commit to a service satisfaction level (i.e.95%) and to make the necessary investment in "on-hand inventory of equipment/parts" and service personnel to maintain this Agreement. The CONTRACTOR shall monitor their local and back-up inventories on a regular basis and coordinate their replenishment orders with the supplying factory to take into account lead time and production schedules, and sales to other user agencies, and to ensure that the Riverside County Sheriff Department shall be serviced in a proper manner to this Agreement.

- a. Should it be determined that the CONTRACTOR has not made the necessary commitment to service the COUNTY with proper inventory stocking levels, demonstrated poor performance, or poor quality of workmanship to the Riverside County Sheriff's Department, the Riverside County Sheriff Department may issue a thirty (30) day notice to rescind the balance of this Agreement shall and will be issued by COUNTY on behalf of the Sheriff's Department. Frequent late deliveries of completed vehicle installations or consistent failure to meet delivery of vehicles without valid and justified reasons may result in cancellation of the entire award/contract and/or possible removal from the bid list.*
3. **DELAYS:** If a delay is foreseen in the availability of any part, an accessory (of any type), or piece of equipment required to complete the vehicle installation as ordered by the Riverside County Sheriff Department personnel, or any of the above items that are normally considered an "In-Stock" inventory item, the CONTRACTOR shall give thirty (30) day prior written notice to the Sheriff's Department and to the Riverside County Purchasing. This notice shall detail the exact nature of the delay and the date of when the item will be received by the CONTRACTOR to be available in inventory and ready for installation. The Sheriff Department and Riverside County Purchasing Department has the right to extend the delivery due date if reasons appear to be reasonable, at the sole discretion of the COUNTY. The CONTRACTOR must keep the Sheriff Department personnel advised at all times of the status of the delay. Default in "promised delivery" (without acceptable reasons) or failure to meet specifications, authorizes the Sheriff Department and Riverside County Purchasing Department to purchase the parts, accessories, or equipment elsewhere and charge full increase in cost and handling to the defaulting CONTRACTOR.
4. **EQUIPMENT PICK-UP:** The CONTRACTOR shall notify the Sheriff Department Fleet Unit, managing sergeant only after the required equipment has been completely and successfully installed of the previously delivered COUNTY vehicle; and that this vehicle has successfully completed and passed functionality testing of the installed equipment prior to pick-up from the Riverside County Sheriff Department. A delivery/check-out form, for each vehicle, shall also have been prepared, annotated, and ready for the vehicle pick-up inspection.
5. **SERVICE CENTER:** The CONTRACTOR shall have the ability and experience to service (Emergency Vehicle Lighting Equipment) upon commencement of the Agreement. The CONTRACTOR is not required to be an authorized manufacture warranty repair center, it is expected that the CONTRACTOR will handle all warranty claims.
6. **ALTERATIONS:** Any alterations to the specifications, without the written approval of the Sheriff Department Fleet Services personnel and the Purchasing Agent, will be considered not compliant and the Sheriff's Department will not pay for any unauthorized services.

7. **CONTRACT QUANTITIES:** The quantities in the Agreement are not guaranteed and are given for information purposes only to the CONTRACTOR. They do not indicate the actual quantity, which will be ordered, since such volume will depend upon requirements, which develop during the Agreement period.
 - a. Quantities shown or discussed shall not be construed to represent any amount of which the COUNTY shall be obligated to purchase under the Agreement or relieve the CONTRACTOR of the obligation to fill all vehicle installation orders placed by the COUNTY.
 - b. The COUNTY shall NOT guarantee any order of a specific quantity on any vehicle installation, type of vehicle installation, or vehicle strip-out.
 - c. The COUNTY does not guarantee any amount of services or products to any vendor or vendors. If the CONTRACTOR is unable to perform to the requirements as stated in the Agreement, the COUNTY reserves the right to assign work to another CONTRACTOR in order to maintain Sheriff Fleet Vehicles for Public Safety at any time.
8. **WARRANTY:** CONTRACTOR shall provide a warranty that includes all parts and labor, which includes all repairs/services of equipment(s) under warranty, manufacture warranty or CONTRACTOR warranty. CONTRACTOR warranty for workmanship shall be for two (2) years. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand-new equipment of the same model or equivalent shall be provided by CONTRACTOR. REMANUFACTURED equipment is not accepted.
9. **CONTRACTOR SITE LOCATION SECURITY:** CONTRACTOR shall provide site security at their location with no additional charge to the COUNTY. Site security shall be maintained 24 hours a day/365 day a year. All COUNTY vehicles that are in the possession of the CONTRACTOR shall be responsible for any and all damages while they are at the CONTRACTORS site. If any COUNTY vehicle is driven on public roads by the CONTRACTOR, they must have the proper insurance to be provided to the COUNTY and are responsible for any and all damages while in the possession of the CONTRACTOR. COUNTY vehicles that are outfitted with approved equipment shall be placed inside the CONTRACTOR's building when the CONTRACTOR is closed.

C. CALIFORNIA STATE BOARD OF EQUALIZATION

1. The California State Board of Equalization ("BOE") has determined that labor charge for installing parts or accessories to a new vehicle is fabrication labor subject to sales tax. Pursuant to the 60 Day Rule, a vehicle is considered new if it entered the CONTRACTOR's facility for vehicle-equipment installation within 60 days of the date the vehicle is registered with the California Department of Motor Vehicles ("DMV") as a new vehicle.
2. Based on the 60 Day Rule, COUNTY agrees to pay California sales tax to the CONTRACTOR on the labor performed by CONTRACTOR for installing equipment to new County vehicles during the term of this Agreement if the CONTRACTOR's invoice includes such sales tax. CONTRACTOR acknowledges and agrees that the COUNTY is not liable for any penalties and/or interests which may be owed by the CONTRACTOR to the State of California relating to sales tax. Within thirty

(30) days of COUNTY's written request, CONTRACTOR shall refund the COUNTY any California sales tax that was paid by the COUNTY on labor performed by the CONTRACTOR for installing equipment to County vehicles if such vehicles entered the CONTRACTOR's facility for vehicle-equipment installation after 60 days such vehicles registered with the DMV as new vehicles.

3. In regard to County vehicles entering CONTRACTOR's facility for vehicle-equipment installation, the COUNTY agrees to provide the CONTRACTOR with a copy of the DMV registration as a new vehicle when available. CONTRACTOR shall not delay its performance of services under this Agreement based upon lack of receipt of such DMV registration."

**EXHIBIT B
VEHICLE EQUIPMENT AND PARTS BUILDOUT LIST**

A. PIU B&W Patrol Matrix

ITEM	DESCRIPTION	QTY
Labor	Labor \$65 per hour	31
	FRONT:	
21-31320-CM	47" 21TR MATRIX LIGHTBAR, RSO CONFIGURATION	1
5344T-2L91-RSO	TEXTURED PUSH BUMPER 2020 FORD INTERCEPTOR UTILITY, MR6 LIGHT READY	1
MR6-B-RSO	MR6 BLUE WITH SURFACE/HOOD MOUNTED BRACKETS	1
MR6-R-RSO	MR6 RED WITH SURFACE/HOOD MOUNTED BRACKETS	1
MR6MC-BW-RSO	MR6 MULTI-COLORED LIGHT BLUE/WHITE	1
MR6MC-RW-RSO	MR6 MULTI-COLORED LIGHT RED/WHITE	1
C3900U-RSO	Slim Speaker with universal 'U' bracket	2
950-RSO	HEADLIGHT FLASHER WITH SEPARATE TRIGGERS PER SIDE	1
7601B	TDR SERIES, 140 A TIME DELAY RELAY TOP HAT	1
	SIDE:	
MR6-B-RSO	MR6 BLUE WITH SURFACE/HOOD MOUNTED BRACKETS	1
MR6-R-RSO	MR6 RED WITH SURFACE/HOOD MOUNTED BRACKETS	1
INV-MR6-SIDEMNT-RSO	CUSTOM EXPLORER MR6 REAR SIDE MOUNTING BRACKET	2
	REAR:	
HB6PAK-A-RSO	6-PACK LED Hide-A-Blast STROBE AMBER	1
HB6PAK-B-RSO	6-PACK LED Hide-A-Blast STROBE BLUE	1
HB6PAK-PI-B-RSO	6-PACK LED Hide-A-Blast STROBE TWIST LOCK PI- BLUE	1
HB6PAK-PI-R-RSO	6-PACK LED Hide-A-Blast STROBE TWIST LOCK PI- RED	1
ULTMC-BW-RSO	12 LED, Mega Thin Surface Mount, Multicolor 12-24V, Blue/white	1
ULTMC-RW-RSO	12 LED, Mega Thin Surface Mount, Multicolor 12-24V, Red/White	1
INV-LICENSE-BRKT-RSO	LICENSE PLATE BKT	1
ANXMB8U-RSO	3/4' HOLE NMO STYLE BRASS MT W/17' RG58U COAX & NO CONNECTOR	3
ANXQW800-RSO	806-896 MHz 1/4 WAVE MOBIL ANTENNA. STAINLESS	2
ANXQWFT120-RSO	118-970 MHz 0 DB FIELD TUNAB 1/4 WAVE MOBILE ANTENNA	1
INV-ISUV-FB-DUAL-RSO	DUAL FLAIR BOX ORGANIZER OVER SPARE TIRE	1
INV-ISUV-FB-DUAL-ACCS	FLAIR BOX ORGANIZER MESH SPACER WITH MAGNETIC LATCHED LID, 10 X 3 STICKER, POLY COATED	1
INV-FF-ELETRAY-ISUV-RSO	FALSE FLOOR WITH ELECTRONICS TRAY LOCKING (W/WINGS) FORD INTERCEPTOR	1
PWAT-182-SHKG2-RSO	RSO SPECIFIC ANTENNA KIT- SHKG 2X2X MIMO 2G/3G/4G + 2X2 WIFI + GPS/GNSS	1
	INTERIOR:	
Z3SXP-1-RSO	Z3 SIREN W SERIAL MATRIX INTERFACE PBCH W.BNSHE	1
Z3S-OB-D-PIU-G-RSO	Z3S OBD MODULE AND HARNESS MATRIX FOR PIU16+	1
INV-CON-DN-ISUV-RSO	SLOPED 14" INTERCEPTOR, CENTER CUPHOLDERS, DUAL NOTCHED CONSOLE	1
L-5/18LED-RSO	18" LED GOOSENECK LITTLITE (MAP LIGHT)	1

INV-MIC STAND-SNGL-LP-RSO	SINGLE MIC STAND WITH CLIP, RSO SPEC'S	1
MMPK-1	MAGNETIC MIC CLIP	1
HLN9073B	MOTOROLA MIC CLIP	1
WK0595ITU20T-RSO	2020 FORD PUI, Window Barrier VS Polycarbonate Tinted	1
QK0566ITU20-RSO	"Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUDES REQUIRED: -#12VS Stationary Window Coated Polycarbonate Cargo Area Rear Partition"	1
DK0100ITU20-RSO	2020 PUI, Door Panel VS TPO Plastic Black Installs Over OEM Door Panels	1
INV-KEYBOARD-ADAPTER PLT-RSO	EXPEDITION / EXPLORER SWIVEL KEYBOARD ALUMINUM ADAPTER PLATE	1
INV-KEYBOARD-PIVOTARM-RSO	EXPEDITION / EXPLORER SWIVEL SCREEN KEYBOARD PIVOT ARMS WITH TENSION KNOBS	1
INV-SWNG-SCREEN-RSO	EXPEDITION / TAHOE/ EXPLORER MDC SWING SCREEN /TABLET MOUNT	1
7160-0857	Gamber-Johnson Low Profile Quick Release Keyboard Tray	1
7160-0783	Gamber-Johnson short clevis Tilt Swivel Motion Device w/ quick adjust handle	1
INV-001-RSO	DUAL A-R 15/ SHOTGUN WEAPON RACK (RSO)	1
INV-011-RSO	BUTT PLATE FOR DUAL WEAPON	2
GUN-KIT-RSO	BRACKETS, HARDWARE, WIRE ETC	1
SC7009-30/RSO	30 SEC. GUN LOCK TIMER	1
SC-6/RSO	XL HANDCUFF STYLE LOCK WITH #2 KEY LOCK	1
SC-5/RSO	STANDARD HANDCUFF STYLE LOCK WITH #2 KEY LOCK	1
PK1134ITU20TM-RSO	2020 PUI #8XL Stationary Window 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal XL Panel Partition TM (Tall Man)	1
B417T-RSO	2.5 LBS FIRE EXTINGUISHER W/ VEHICLE BRACKET	1
AX-500-RSO	AMEREX 500 5LB ABC FIRE EXTINGUISHER 2A10BC	1
AX-860-RSO	AMEREX 5 LB FIRE EXT HEAVY DUTY VEHICLE BRACKET W/ DOUBLE RUBBER STRAPS	1
	MISC:	
INV-HARNESS-RSO	NEW COMPLETE WIRE HARNESS KIT	1
4906	HI-AMP BUSSMAN CIRCUIT BREAKER 150 AMP	1
INV-DASH BRACKET-RSO	DASH BOARD BRACKET	1
INV-TOPHAT-BRKT-RSO	TOP HAT BRACKET FOR SUV'S	1
5025B-RSO	6 POSITION MARINE FUSE BLOCK W/ NEGATIVE BUS AND COVER	2
5023B-RSO	4 POSITION BLADE FUSE BLOCKS	1
PSEC-PARTS-RSO	MISC. PARTS, NEW ANTENNA ENDS FOR THE PSEC CABLES, N-MALE CONNECTOR, RUBBER GROMMETS FOR ANTENNAS, SCANNER ADAPTER	1
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, POWDER COAT, SPLIT LOOM, RELAYS, ETC.	1

B. TAHOE B&W Patrol Matrix

ITEM	DESCRIPTION	QTY
Labor	Labor \$65 per hour	38
	FRONT:	
21MAT52	52" 21TR MATRIX LIGHTBAR, RSO CONFIGURATION	1
BK2100TAH15-RSO	PB450L2 - PUSH BUMPER, ALUM, 2015-2019 TAHOE CODE 3 MR6 SERIES NO ADAPTIVE CRUISE CONTROL	1
HB6PAK-W-RSO	6-PACK LED Hide-A-Blast STROBE WHITE	2
C3900U-RSO	Slim Speaker with universal 'U' bracket	2
7601B	TDR SERIES, 140 A TIME DELAY RELAY TOP HAT	1
	SIDE:	
MR6-B-RSO	MR6 BLUE WITH SURFACE/HOOD MOUNTED BRACKETS	1
MR6-R-RSO	MR6 RED WITH SURFACE/HOOD MOUNTED BRACKETS	1
INV-MR6-SIDEMNT-RSO	CUSTOM EXPLORER MR6 REAR SIDE MOUNTING BRACKET	2
	REAR:	
HB6PAK-A-RSO	6-PACK LED Hide-A-Blast STROBE AMBER	1
HB6PAK-B-RSO	6-PACK LED Hide-A-Blast STROBE BLUE	1
ULTMC-BW-RSO	12 LED, Mega Thin Surface Mount, Multicolor 12-24V, Blue/white	1
ULTMC-RW-RSO	12 LED, Mega Thin Surface Mount, Multicolor 12-24V, Red/White	1
INV-LICENSE-BRKT-RSO	LICENSE PLATE BKT	1
ANXMB8U-RSO	3/4' HOLE NMO STYLE BRASS MT W/17' RG58U COAX & NO CONNECTOR	3
ANXQW800-RSO	806-896 MHz 1/4 WAVE MOBIL ANTENNA. STAINLESS	2
ANXQWFT120-RSO	118-970 MHz 0 DB FIELD TUNAB 1/4 WAVE MOBILE ANTENNA	1
INV-FF-ELETRAY-TAH-RSO	FALSE FLOOR WITH ELECTRONICS TRAY INCLUDES FILLER PLATES, TOPRAIL, FLARE BOXES AND ACCES., D-RINGS, POLY FINISH, CHEVY TAHOE	1
PWAT-182-SHKG2-RSO	RSO SPECIFIC ANTENNA KIT- SHKG 2X2X MIMO 2G/3G/4G + 2X2 WIFI + GPS/GNSS	1
	INTERIOR:	
Z3XP-1-RSO	Z3 SIREN W SERIAL MATRIX INTERFACE PBCH W BNSHE	1
Z3S-OBD-TH-RSO	Z3S OBD MODULE AND HARNESS MATRIX FOR TAHOE	1
INV-CON-DN-TAH-RSO	CHEVY TAHOE DUAL NOTCHED CONSOLE WITH FACEPLATES CUP HOLDERS AND ARMREST	1
INV-MIC STAND-SNGL-LP-RSO	SINGLE MIC STAND WITH CLIP, RSO SPEC'S	1
MMPK-1	MAGNETIC MIC CLIP	1
HLN9073B.	MOTOROLA MIC CLIP	1
L-5/18LED-RSO	18" LED GOOSENECK LITTLITE (MAP LIGHT)	1
INV-SWNG-SCREEN-RSO	EXPEDITION / TAHOE/ EXPLORER MDC SWING SCREEN /TABLET MOUNT	1
INV-KEYBOARD-ADAPTER PLT-RSO	EXPEDITION / EXPLORER SWIVEL KEYBOARD ALUMINUM ADAPTER PLATE	1
INV-KEYBOARD-PIVOTARM-RSO	EXPEDITION / EXPLORER SWIVEL SCREEN KEYBOARD PIVOT ARMS WITH TENSION KNOBS	1

7160-0783	Gamber-Johnson short clevis Tilt Swivel Motion Device w/ quick adjust handle	1
7160-0857	Gamber-Johnson Low Profile Quick Release Keyboard Tray	1
INV-001-RSO	DUAL A-R 15/ SHOTGUN WEAPON RACK (RSO)	1
INV-011-RSO	BUTT PLATE FOR DUAL WEAPON	2
GUN-KIT-RSO	BRACKETS, HARDWARE, WIRE ETC	1
SC-6/RSO	XL HANDCUFF STYLE LOCK WITH #2 KEY LOCK	2
SC7009-30/RSO	30 SEC. GUN LOCK TIMER	1
PK1160TAH15-RSO	"#8XL Stationary Window 1/2 Coated 2015-2019 CHEVY TAHOE Polycarbonate 1/2 Vinyl Coated Expanded Metal XL Panel Partition"	1
DK0100TAH15-RSO	2015-2019 DOOR PANEL S TPO PLASTIC BLACK, TAHOE -INCLUDES SHIPPING	1
WK0595TAH15T	2020 CHEVY TAHOE, "Window Barrier Polycarbonate Tinted *FOR USE WITH: -Stock Door Panels -SETINA TPO Door Panels	1
SETINA	12VS REAR CAGE WITH REPLACEMENT SEAT	1
B417T-RSO	2.5 LBS FIRE EXTINGUISHER W/ VEHICLE BRACKET	1
AX-500-RSO	AMEREX 500 5LB ABC FIRE EXTINGUISHER 2A10BC	1
AX-860-RSO	AMEREX 5 LB FIRE EXT HEAVY DUTY VEHICLE BRACKET W/ DOUBLE RUBBER STRAPS	1
	MISC:	
INV-EXPO-HARNESS-RSO	NEW COMPLETE WIRE HARNESS KIT EXPEDITION / TAHOE	1
4906	HI-AMP BUSSMAN CIRCUIT BREAKER 150 AMP	1
INV-DASH BRACKET-RSO	DASH BOARD BRACKET	1
INV-TOPHAT-BRKT-RSO	TOP HAT BRACKET FOR SUV'S	1
5023B-RSO	4 POSITION BLADE FUSE BLOCKS	1
5025B-RSO	6 POSITION MARINE FUSE BLOCK W/ NEGATIVE BUS AND COVER	2
PSEC-PARTS-RSO	MISC. PARTS, NEW ANTENNA ENDS FOR THE PSEC CABLES, N-MALE CONNECTOR, RUBBER GROMMETS FOR ANTENNAS	1
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, SPLIT LOOM, RELAYS, ETC.	1

C. PLAIN CAR COMMANDER'S PACKAGE

ITEM	DESCRIPTION	QTY
	FRONT:	
950-RSO	HEADLIGHT FLASHER WITH SEPARATE TRIGGERS PER SIDE	1
C3900U	Slim Speaker with universal 'U' bracket	1
FABRICATED MATERIALS	CUSTOM FABRICATED BUMPER MOUNTED SPEAKER BRACKET	1
CD5051BW	GRILL LIGHT NARROW 18 LED, DUAL COLOR, BLUE/WHITE	1
CD5051RW	GRILL LIGHT NARROW 18 LED, DUAL COLOR, RED/WHITE	1
INV-GRILL-BRKTS	CUSTOM GRILL LIGHT BRACKETS SET	1
ELUC3H010(J)	UNDERCOVER LED STROBE (RED/BLUE)	2
	INTERIOR:	
MR6-R-RSO	MR6 RED WITH SURFACE/HOOD MOUNTED BRACKETS	1
MR6MC-BW	MR6 MULTI-COLORED LIGHT BLUE/WHITE	1
55.	ROTARY SWITCH (SIREN CONTROLLER)	1
INV-SHROUD-DBL	SHROUD, DOUBLE LIGHT FRONT	1
ALPHASL	REMOTE SIREN CONTROLLER 200 WATT	1
	REAR:	
VTX609M.	VERTEX SUPER LED HIDE AWAY STROBE SPLIT, AMBER/BLUE	2
BUMPER BRACKET	MEDIUM 'L' BUMPER BRACKET	1
ETFBSSN-P	Flashback Alternating Taillight Flasher	1
	MISC:	
5025B-RSO	6 POSITION MARINE FUSE BLOCK W/ NEGATIVE BUS AND COVER	1
4902.	HI-AMP BUSSMAN CIRCUIT BREAKER 70 AMP	1
INV-BREAKER BRACKET	BREAKER, SOLENOID, BRACKET PLATE	1
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, SPLIT LOOM, RELAYS, ETC.	1

**EXHIBIT C
PAYMENT PROVISIONS**

VEHICLE DESCRIPTION	COST
Patrol Interceptor Utility:	
Cost for Equipment/Materials:	\$8,601.72
Cost for Installation:	\$2,015.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	\$928.96
Complete Cost	\$11,545.68
<i>Payment Term Discount</i>	(\$230.91)
<i>Cost after Payment Term Discount</i>	\$11,314.77
Patrol Tahoe PPV:	
Cost for Equipment/Materials:	\$9,172.58
Cost for Installation:	\$2,470.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	\$1,018.73
Complete Cost	\$12,661.31
<i>Payment Term Discount</i>	(\$253.23)
<i>Cost after Payment Term Discount</i>	\$12,408.08
Commander's Vehicles:	
Cost for Equipment/Materials:	\$1,638.71
Cost for Installation:	\$1,170.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	\$143.39
Complete Cost	\$2,952.10
<i>Payment Term Discount</i>	(\$59.04)
<i>Cost after Payment Term Discount</i>	\$2,893.06
VEHICLE STRIP	
Patrol Interceptor Utility	\$425.00
Patrol Tahoe PPV	\$425.00
Commander's Vehicle	\$300.00

CONTRACTOR Payment Terms: 2%-10, Net 30.