

SERVICE AGREEMENT NO. 1811

Purchase and Installation of Upfitting Equipment for Police Vehicles, with a Two-Year Service Agreement

THIS **Purchase and Installation of Upfitting Equipment for Police Vehicles, with a Two-Year Service Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Cap Fleet Upfitters ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Installation of Upfitting Equipment for Police Vehicles, with a Two-Year Service Agreement in response to Request for Bid/Proposal No. N/A ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Installation of Upfitting Equipment for Police Vehicles, with a Two-Year Service Agreement ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for 24 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$365,362.75, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this

Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Kathleen Porche
Department: Police Departments
Phone: 361-886-2653
Email: kathleenp@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. **Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.

- 13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Kathleen Porche
Title: 911 Program Manager
Address: 321 John Sartain Street, Corpus Christi, TX 78401
Phone: 361-886-2653
Fax: N/A

IF TO CONTRACTOR:

Cap Fleet Upfitters
Attn: Greg Hernandez
Title: Salesperson
Address: 1910 McFetridge Street, Harlingen, TX 78550
Phone: 956-230-5314
Fax: N/A

- 17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT**

ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

20. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

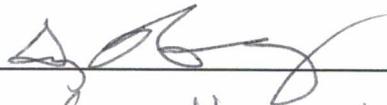
21. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments;
- C. the bid solicitation document including any addenda (Exhibit 1); then,
- D. the Contractor's bid response (Exhibit 2).

- 22. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 23. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: 
Printed Name: Greg Hernandez
Title: General Manager
Date: 7/17/18

CITY OF CORPUS CHRISTI

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. N/A
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A – SCOPE OF WORK

The Contractor must supply and install 44 upfitting kits for use in Ford Utility Interceptors in order for the Corpus Christi Police Department to place the units in service at the appropriate time. Upfitting is the term used to describe the installation of accessories and equipment that go in Police Marked units which includes but is not limited to such items as lights, full compartment partitions, sirens, push bumpers, and center console keyboard mounting plates. Please refer to Attachment B for an itemized list of all parts, equipment and services that must be included in the upfitting kits. All computers, cameras and radios in designated units selected for upfitting will not be replaced at this time.

The installation of the upfitting equipment, which will not begin until January of 2019, will be performed offsite in accordance with applicable, current and recognized standards. The Contractor will not need to come onto City property to perform the installation. City staff will provide for the delivery and return of the vehicles selected for upfitting.



CAP FLEET UPFITTERS

ATTACHMENT B - SCHEDULE OF PRICING

Quote

CAP Fleet Upfitters, LLC
1910 McFetridge Street
Harlingen, TX 78550
Phone: 956-230-5314

Date 07/13/2018
Quote # CAPQ37674

Name / Address
CORPUS CHRISTI POLICE FLEET
Attn: Zach Cayton
5352 Ayers Bldg 5
Corpus Christi, TX 78415

Ship to:
CORPUS CHRISTI POLICE FLEET
Attn: Zach Cayton
5352 Ayers Bldg 5
Corpus Christi, TX 78415

Salesperson: Greg Hernandez
Email : ghernandez@capfleetupfitters.com
VIN :
End User: Corpus Christi PD

Year : 2018
Make : Ford
Model : Pi Utility

Notes

Buy Board 524-17.

Part #	Qty	Description	Unit Price	Total
P1826UINT13AOSB	35	Dual Compartments, Pro-cell, Full Partition (Includes Recessed Panel) w/ Outboard Seat Belts	\$ 2,313.51	\$ 80,972.85
GK10342USVSCA	44	D T-RAIL MOUNT 2 UNIV LOCKS WITH #2 KEY	\$ 300.30	\$ 13,213.20
GF1092ITU12	9	T-Rail Free Standing Mount Kit works with or without	\$ 125.30	\$ 1,127.70
MCRNTR	25	STUD MOUNT MICRON RED	\$ 81.90	\$ 2,047.50
MCRNTB	25	STUD MOUNT MICRON BLUE	\$ 81.90	\$ 2,047.50
LEGSMOK48PK	28	Smoked Lens Duo	\$ 2,275.00	\$ 63,700.00
2015-FINT-SUV	44	Center console for 2015-2016 and up Ford Interceptor "Shorty" CCPD	\$ 650.00	\$ 28,600.00
PP EXTINGUISHER	30	BLACK EXTINGUISHER BOX WITH YELLOW VELCRO	\$ 89.00	\$ 2,670.00
FINTSUVL3PV	9	PLASTIX PLUS LEVEL 3 POLY VAULD FORD INTECEPTOR- MUST ALSO USE CP-UV-CARGO-MNT	\$ 890.00	\$ 8,010.00
CP-UV-CARGO-MNT	9	Tilt-up 40" x 32" cargo mount. (Trimming req'd w/non-Troy plastic seats/cages)	\$ 265.00	\$ 2,385.00
38921UA	44	CENTER SECTION PUSH BUMPER ULTRA ARMOR	\$ 319.00	\$ 14,036.00
C-KBM-105	44	Keyboard mounting plate for Datalux	\$ 59.80	\$ 2,631.20
C-MM-216	44	Monitor adapter plate assembly, Datalux, TX4	\$ 39.64	\$ 1,744.16
C-MKM-102	44	Quick release pull out design for keyboard	\$ 133.72	\$ 5,883.68
C-EB40-CCS-1P	44	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE. FITS WHELEN	\$ 20.83	\$ 916.52
425-6308	44	Summit Remote, 5300	\$ 23.68	\$ 1,041.92
SSF5150D	44	SOLID STATE BRAKE LT. FLASHER	\$ 46.72	\$ 2,055.68
M4J	88	M4 LED FLASHER BLUE/RED	\$ 122.85	\$ 10,810.80
M4FB	88	M4 SERIES FLANGE BLACK	\$ 4.83	\$ 425.04
VTX609J	88	VERTEX SUPER-LED SPLIT RED/BLU	\$ 68.00	\$ 5,984.00
INSTALL	44	Installation		
LABOR	44	LABOR	\$ 2,140.00	\$ 94,160.00
CSLABOR	44	CUSTOMER SUPPLIED PARTS LABOR	\$ 0.00	\$ 0.00
SSUPPLY	44	SHOP SUPPLIES	\$ 85.00	\$ 3,740.00
CAPHARNASS	44	CAP FLEET WIRING HARNESS	\$ 130.00	\$ 5,720.00
SHIP	44	SHIPPING & HANDLING	\$ 155.00	\$ 6,820.00
DEALER	44	DEALER PREP	\$ 75.00	\$ 3,300.00
INSPECT	44	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY	\$ 30.00	\$ 1,320.00



Quote

CAP Fleet Upfitters, LLC
 1910 McFetridge Street
 Harlingen, TX 78550
 Phone: 956-230-5314

Date 07/13/2018
 Quote # CAPQ37674

Name / Address
 CORPUS CHRISTI POLICE FLEET
 Attn: Zach Cayton
 5352 Ayers Bldg 5
 Corpus Christi, TX 78415

Salesperson: Greg Hernandez
 Email : ghernandez@capfleetupfitters.com
 VIN :
 End User: Corpus Christi PD

Ship to:
 CORPUS CHRISTI POLICE FLEET
 Attn: Zach Cayton
 5352 Ayers Bldg 5
 Corpus Christi, TX 78415

Year : 2018
 Make : Ford
 Model : Pi Utility

Notes
 Buy Board 524-17.

Part #	Qty	Description	Unit Price	Total
CSNOTE	44	** DISCLAIMER - LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS	\$ 0.00	\$ 0.00

Subtotal \$ 365,362.75
 Tax \$ 0.00
 Grand \$ 365,362.75

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

ATTACHMENT C – INSURANCE AND BOND REQUIREMENTS

I. CONTRACTOR’S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City’s Risk Manager and Fire Chief one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City’s Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
GARAGE LIABILITY including: 1. Commercial Broad Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Independent Contractors 6. Broad Form Property Damage 7. Personal Injury 8. Advertising Injury	\$1,000,000 COMBINED SINGLE LIMIT
GARAGE KEEPERS PHYSICAL DAMAGE COVERAGE including: 1. Physical Damage on a Direct Primary Basis	Actual Cash Value of Vehicles While in Care, Custody or Control

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required,

the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements
Purchasing – CCPD
Auto Garage Services and Repairs – Off Site
06/27/2018 sw Risk Management
Valid Through 12/31/2018

BOND REQUIREMENTS:

No bond requirements necessary for this service agreement; Section 5. (B) is null for this Service Agreement.

ATTACHMENT D – WARRANTY REQUIREMENTS

All Cap Fleet installations come with agency lifetime warranty.