## 

| COUNCIL MEETING DATE: Nover  | nber 15, 2022   |  | ====    |
|--|---|--|---------|
| SUBJECT/REASON FOR AGENDA IT   | EM:   |  |         |
| Temporarily Alcohol Permit Waiver Other:   |   | ntainer Law Waiver   |         |
| Please be specific about the rea   | ason to be on the agen  | da.  |         |
| A Resolution authorizing the purcha<br>Dana Safety Supply, Inc. for the To<br>City of Baton Rouge - Parish of Eas  | tal of \$64,998.31  | New 2022 Police Tahoe's  | ) from  |
| Requested By: Police Depart NAME: Chief Bergero ADDRESS  | on  |  |         |
| ADDRESS  | CELL PHONE:   |  |         |
|  |   |  |         |
| Please note that the Hammond City Counce East Charles Street, Hammond, LA 70401, Wednesday prior of the meeting no later t cockerham_la@hammond.org or fax (985) | All requests have to be submitt<br>han 4:30pm, All requests can b | ted to the City Council Clerk by<br>be submitted electronically to | the the |
| BELOW TO E   | BE FILLED OUT BY COU  |  | *****   |
| ***  |   |  |         |
| DATE RECEIVED:   |   | ПМЕ RECEIVED:  |         |
| Council Clerk: <u>Lisa Cockerham</u>   | Agenda Item Number_   |  |         |
| Approved:  | (Yes)   |  | (No)    |
| Remarks:   |   |  |         |
| Kip Andrews<br>Council President   |   |  |         |
| Lisa Cockerham   | _   |  |         |
| Date   |   |  |         |

### DANA SAFETY SUPPLY, INC 4809 KOGER BLVD **GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

| Sales Quote No. | 453370-В |
|-----------------|----------|
| Customer No.    | НАММ     |

Bill To CITY OF HAMMOND - LA

PO BOX 2788

HAMMOND, LA 70404-2788

Ship To

(For Pickup - BARO) **BATON ROUGE** 10362 GREENWELL SPRINGS RD SUITE A BATON ROUGE, LA70814

Contact:

Telephone:

E-mail:

Contact:

Telephone:

E-mail:

| Quote Date        |                     | Ship Via |   | F.O.B.  | Customer PO Numbe   | r Pavme                | ent Method         |
|-------------------|---------------------|----------|---|---|---|------------------------|--------------------|
| 11/03/22          | GROUN               | ND SHIP  | IPMENT PPAY & ADD TO INVOI  |   |   | NET30                  |                    |
|                   | intered By          |          |   | Salesperson   | Ordered By  | Resal                  | e Number           |
| Micl              | nael Cassagn        | ne       | Mich  | ael Cassagne-Baton Rouge  | Arvie   |                        |                    |
| Order<br>Quantity | Approve<br>Quantity | Tax      |   | Item Number / Des   | cription  | Unit<br>Price          | Extended<br>Price  |
| 7                 | 7                   | Y 5      | ist Price \$<br>VITH HAN<br>170-084<br>GAMBEI   | HCM UNIVERSAL 6 CHAN Warehouse: BAR 494.50 ea IDCUFF LOCK DESIGNED FOR AI 8-04 De R JOHNSON 2021 TAHOE C Warehouse: BAR 2.00 Per Pkg 7170-0848-042021+ Ch x Kit with Armrest, Cup Holder, and | O Vin #:  R OR SHOTGUN elivery Info: ORDER CONSOLE KIT O Vin #: evrolet Tahoe Wide Body | 321.4300<br>1,171.0000 | 2,250.0<br>8,197.0 |
| 7                 | 7                   | Y 1      | nclude Face<br>)20032 Sou<br>) 17171 or<br>LIT INCLU<br>021+ Chev<br>nternal Cup<br>ide Armres<br>Mongoose®<br>7170<br>GJ KENV<br>'M-5930 Sou<br>IX-5900 wi | eplates: undoff 500 (ENGSA5100RSP 17170 for Kenwood Viking VM-5930 DES rolet Tahoe Wide Body Console(716 0 Holder (7160-0846) st (7110-1013) 0 XLE 9" Motion Attachment (7160-1               | 0-1566) 216-09)1) Elivery Info: ORDER  O Vin #: 0 BF Radio ol Head 17170 2.50           | 0.0000                 | 0.0                |

Print Date 11/03/22 **Print Time** 03:44:27 PM Page No.

#### DANA SAFETY SUPPLY, INC 4809 KOGER BLVD **GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

| Sales Quote No. | 453370-B |
|-----------------|----------|
| Customer No.    | НАММ     |

Bill To

CITY OF HAMMOND - LA

PO BOX 2788

HAMMOND, LA 70404-2788

Ship To

(For Pickup - BARO) **BATON ROUGE** 

10362 GREENWELL SPRINGS RD

SUITE A

BATON ROUGE, LA70814

Contact:

Telephone:

E-mail:

Contact:

Telephone:

E-mail:

| <b>Quote Date</b> | 5                | Ship Via |   | F.O.B.   | Customer PO Number | Payme         | nt Method         |
|-------------------|------------------|----------|---|--|--------------------|---------------|-------------------|
| 11/03/22          | GROUN            | ID SHIF  | MENT  | PPAY & ADD TO INVOICE  | E                  |               | ET30              |
| E                 | ntered By        |          |   | Salesperson  | Ordered By         |               | e Number          |
| Micl              | nael Cassagn     | ie       | Mich  | ael Cassagne-Baton Rouge   | Arvie              |               |                   |
| Order<br>Quantity | Approve Quantity | Tax      |   | Item Number / Desc   | ription            | Unit<br>Price | Extended<br>Price |
| 7                 | 7                |          |   | late Need Remote head for radi<br>Warehouse: BARG<br>ork for the remote head version of Ken  | O Vin #:           | 0.0000        | 0.00              |
| 7                 | 7                | Y        | 20032<br>GAMBEI   |  | O Vin #:           | 0.0000        | 0.00              |
| 7                 | 7                |          | MSRP \$76<br>ncludes Kli<br>Notepad <sup>TM</sup> Notepad <sup>TM</sup> N | 0907 Notepad™ V-LT Universa Warehouse: BAR€ 1.00 ca Notepad™ V-LT Universal Cra Γ INCLUDES V-LT Universal Cradle V Screen Support ation Isolator Plate ly Mount Guides | O Vin #:           | 494.6500      | 3,462.55          |

Print Date 11/03/22 Print Time 03:44:27 PM Page No.

## DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

**Telephone:** 800-845-0405

| Sales Quote No. | 453370-В |
|-----------------|----------|
| Customer No.    | HAMM     |

Bill To
CITY OF HAMMOND - LA

PO BOX 2788

HAMMOND, LA 70404-2788

Ship To

(For Pickup - BARO) BATON ROUGE

10362 GREENWELL SPRINGS RD

SUITE A

BATON ROUGE, LA70814

Contact:

Telephone:

E-mail:

Contact:

Telephone:

E-mail:

| Quote Date        |                  | Ship Via |  | F.O.B.  | Customer PO Number            | Payme         | nt Method         |
|-------------------|------------------|----------|--|---|-------------------------------|---------------|-------------------|
| 11/03/22          |                  | ND SH    | PMENT  | PPAY & ADD TO INVOIC  | F                             | N             | ET30              |
| E                 | ntered By        |          | Salesperson Ordered By                       |   | Ordered By                    | Resale        | Number            |
| Mic               | nael Cassagn     | ıe       | Micha  | el Cassagne-Baton Rouge   | Arvie                         |               |                   |
| Order<br>Quantity | Approve Quantity | Tax      |  | Item Number / Desc  | cription                      | Unit<br>Price | Extended<br>Price |
| 14                | 14               | Y        | MSRP \$ 40 e<br>FITS IN STA<br>KNOCKOUT      | De UTLET RECEPTACLE ONL Warehouse: BARe a 2 per unit extra NDARD 12 V OUTLET RECEPTAGE IN PANEL OR CONSOLE        | O Vin #:                      | 26.0000       | 364.00            |
| 7                 | 7                | Y        | 15371<br>GJ DUAL<br>MSRP \$108<br>FITS ROCKE | USB POWER PORT 4.2 A<br>Warehouse: BAR  | livery Info: ORDER  O Vin #:  | 70.2000       | 491.40            |
| 7                 | 7                | Y        | BK2168TA<br>SMC PB43                         | AH21 De<br>50L4 ALUM BUMPER MPO<br>Warehouse: BAR<br>9.00 ea PB450L4 Aluminum Bumper<br>GHTS PURCHASED SEPARATELY | O Vin #:<br>MPOWER CUTOUTS NO | 727.3500      | 5,091.45          |
| 7                 | 7                | Y        | 475-1675<br>JOTTO DI<br>MSRP \$ 122          |   | O Vin #:                      | 915.9400      | 6,411.58          |

| Print Date | 11/03/22    |
|------------|-------------|
| Print Time | 03:44:27 PM |
| Page No.   | 3           |

Payment Method

## DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

**Telephone:** 800-845-0405

| Sales Quote No. | 453370-B |
|-----------------|----------|
| Customer No.    | HAMM     |

Bill To

CITY OF HAMMOND - LA

PO BOX 2788

HAMMOND, LA 70404-2788

Ship To

(For Pickup - BARO) BATON ROUGE 10362 GREENWELL SPRINGS RD

SUITE A

BATON ROUGE, LA70814

Contact:

Contact:

Telephone:
E-mail:

Quote Date Ship Via F.O.B. Customer PO Number

| 11/03/22                                  |   | ND SH  | HIPMENT PPAY & ADD TO INVOI  |  | ICI                     | N             | ET30              |
|---|---|--|--|--|-------------------------|---------------|-------------------|
|   | Intered By                                    |  | Salesperson Ordered By   |  | Resale                  | e Number      |                   |
| Mic                                       | Michael Cassagne Michael Cassagne-Baton Rouge |  | el Cassagne-Baton Rouge  | Arvie  |                         |               |                   |
| Order<br>Quantity                         | Approve Quantity                              | Tax  |  | Item Number / De   | escription              | Unit<br>Price | Extended<br>Price |
| 7   | 7   | Y  | MSRP \$167.  | I<br>2P (VP9 Space Creator)<br>Warehouse: BA<br>12 High Security Extension Panel<br>Creator Vehicle Partition - Two Piec       | for Chevy Tahoe (2021+) | 125.0000      | 875.00            |
| 7   | 7   | Y  | 475-1743<br>JOTTO B<br>MSRP \$1,55<br>475-1743   | IO SEAT 21+ TAHOE<br>Warehouse: BA<br>9.25   |                         | 1,169.0000    | 8,183.00          |
| 7   | 7   | Y  | 475-1718   | oe window Bar<br>Warehouse: BA   | Delivery Info: ORDER    | 289.0000      | 2,023.00          |
| LaMa<br>City c<br>Patrio<br>Weise<br>Gamb | s State Contract<br>f Baton Rouge l           | for Sour<br>Parish Co<br>Window<br>locks Di<br>ount 35 | 475-1718 and Install ( doff Contract ontract A22-1( bars Discoun scount35% of 6 off of list Pr | Chevy Tahoe2022 Qty 7<br>#4400005417 Pricing 52% off List<br>166 Parts vendor discount<br>t off list price 25%<br>f List Price | Ртісе                   |               |                   |

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 11/03/22

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 4

DANA SAFETY SUPPLY, INC 4809 KOGER BLVD **GREENSBORO, NC 27407** 

**Telephone:** 800-845-0405

| Sales Quote No. | 453370-B |
|-----------------|----------|
| Customer No.    | НАММ     |

| Bill To                                      |  |   |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|
| Grant 6 - 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |  | - |  |  |  |  |  |  |

CITY OF HAMMOND - LA PO BOX 2788

HAMMOND, LA 70404-2788

Ship To (For Pickup - BARO)

**BATON ROUGE** 10362 GREENWELL SPRINGS RD SUITE A

BATON ROUGE, LA70814

Contact: Contact: Telephone: Telephone: E-mail: E-mail:

| Quote Date        |                     | Ship Via |       | F.O.B.   | Customer PO Numbe  | r Payn        | nent Method       |
|-------------------|---------------------|----------|-------|--|--------------------|---------------|-------------------|
| 11/03/22          | GROUN               | ND SHIPN | /ENT  | PPAY & ADD TO INVOICE                                      |                    |               | NET30             |
|                   | Entered By          |          |       | Salesperson  | Ordered By         | Res           | ale Number        |
|                   | hael Cassagr        | ne       | Micha | ael Cassagne-Baton Rouge                                   | Arvie              |               |                   |
| Order<br>Quantity | Approve<br>Quantity | Tax      |       | Item Number / Description                                  |                    | Unit<br>Price | Extended<br>Price |
|                   |                     |          | App   | proved By:   |                    |               |                   |
|                   |                     |          | Арр   | Proved By: Approve All : Approve All : Quote Good for 30 I | Items & Quantities |               |                   |
|                   |                     |          |       |  |                    |               |                   |

| Print Date | 11/03/22    |
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| Print Time | 03:44:27 PM |
| Page No.   | 5           |

| Subtotal    | 37,348.99 |
|-------------|-----------|
| Freight     | 0.00      |
| Order Total | 37,348.99 |

#### DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

**Telephone:** 800-845-0405

| Sales Quote No. | 453369-B |  |  |
|-----------------|----------|--|--|
| Customer No.    | НАММ     |  |  |

Bill To

CITY OF HAMMOND - LA PO BOX 2788

HAMMOND, LA 70404-2788

Ship To

(For Pickup - BARO) BATON ROUGE

10362 GREENWELL SPRINGS RD

SUITE A

BATON ROUGE, LA70814

Contact:
Telephone:
E-mail:

Contact: Telephone: E-mail:

**Quote Date** Ship Via F.O.B. **Customer PO Number Payment Method** 11/03/22 **GROUND SHIPMENT** PPAY & ADD TO INVOICE NET30 **Entered By** Salesperson Ordered By Resale Number Michael Cassagne Michael Cassagne-Baton Rouge Arvie Order Approve Unit Extended Tax Item Number / Description Quantity Quantity Price Price Y WEI-003 Delivery Info: ORDER 321.4300 1,928.58 SINGLE HCM UNIVERSAL 6 CHANNEL 36" SINGLE GUN MC Warehouse: BARO Vin #: List Price \$ 494.50 ea WITH HANDCUFF LOCK DESIGNED FOR AR OR SHOTGUN 6 6 Y 7170-0848-04 Delivery Info: ORDER 1,171.0000 7,026.00 GAMBER JOHNSON 2021 TAHOE CONSOLE KIT Warehouse: BARO MSRP \$1802.00 Per Pkg 7170-0848-04202 l+ Chevrolet Tahoe Wide Body Console Box Kit with Armrest, Cup Holder, and Mongoose® XLE 9" Motion Attachment Include Faceplates: 1)20032 Soundoff 500 (ENGSA5100RSP 1) 17171 or 17170 for Kenwood Viking VM-5930 Remote Head KIT INCLUDES 2021+ Chevrolet Tahoe Wide Body Console (7160-1566) Internal Cup Holder (7160-0846) Side Armrest (7110-1013) Mongoose® XLE 9" Motion Attachment (7160-1216-09)1) 6 6 Y 17170 Delivery Info: ORDER 0.0000 0.00 GJ KENWOOD NX5000 FACEPLATE Warehouse: BARO Vin #: VM-5930 Self Contained 17170 2.50 in VM-5930 BF Radio NX-5900 with KCH-19 remote head radio Control Head 17170 2.50 NX-5900 with KCH-20R remote head radio Control Head 17171

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 11/03/22

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 Page No.
 1

## DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

**Telephone:** 800-845-0405

| Sales Quote No. | 453369-B |
|-----------------|----------|
| Customer No.    | НАММ     |

Bill To

CITY OF HAMMOND - LA PO BOX 2788

HAMMOND, LA 70404-2788

Ship To

(For Pickup - BARO) BATON ROUGE 10362 GREENWELL SPRINGS RD SUITE A BATON ROUGE, LA70814

Contact:

Telephone: E-mail:

Contact: Telephone:

E-mail:

| Ougts Date        | 1 2              | 11. 1. X71 |   | T TOD  | E-man.             |               |                   |
|-------------------|------------------|------------|---|--|--------------------|---------------|-------------------|
| Quote Date        |                  | Ship Via   |   | F.O.B.   | Customer PO Number | Payme         | nt Method         |
| 11/03/22          | GROUND SHIPMENT  |            | MENT  | PPAY & ADD TO INVOICE  | je je              |               | ET30              |
|                   | ntered By        |            |   | Salesperson  | Ordered By         | Resale        | Number            |
|                   | hael Cassagn     | ne         | Mich  | ael Cassagne-Baton Rouge   | Arvie              |               |                   |
| Order<br>Quantity | Approve Quantity | Tax        |   | Item Number / Descr  | iption             | Unit<br>Price | Extended<br>Price |
| 6                 | 6                |            |   | late Need Remote head for radio<br>Warehouse: BARO<br>ork for the remote head version of Kenw  | Vin #:             | 0.0000        | 0.00              |
| 6                 | 6                | Y          | 20032<br>GAMBE  |  | III                | 0.0000        | 0.0               |
| 6                 | 6                |            | MSRP \$ 76<br>includes KI<br>Notepad <sup>TM</sup><br>Notepad <sup>TM</sup> | 0907 Notepad™ V-LT Universal Warehouse: BARO 1.00 ea Notepad™ V-LT Universal Crad T INCLUDES V-LT Universal Cradle V Screen Support Pation Isolator Plate Ily Mount Guides | Vin #:             | 494.6500      | 2,967.90          |

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 11/03/22

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 Page No.
 2

### DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

**Telephone:** 800-845-0405

| Sales Quote No. | 453369-B |
|-----------------|----------|
| Customer No.    | НАММ     |

Bill To

CITY OF HAMMOND - LA

PO BOX 2788

HAMMOND, LA 70404-2788

Ship To

(For Pickup - BARO) BATON ROUGE

10362 GREENWELL SPRINGS RD

SUITE A

BATON ROUGE, LA70814

Contact: Contact: Telephone: Telephone: E-mail: E-mail:

|                   |                  |                 |  |   | E-man:                          |               |                   |
|-------------------|------------------|-----------------|--|---|---------------------------------|---------------|-------------------|
| <b>Quote Date</b> |                  | Ship Vi         | ı  | F.O.B.  | Customer PO Number              | er Payme      | ent Method        |
| 11/03/22          | GROUN            | GROUND SHIPMENT |  | PPAY & ADD TO INVOICE   | CE                              | N             | ET30              |
|                   | ntered By        |                 |  | Salesperson   | Ordered By                      | Resal         | e Number          |
| Mich              | nael Cassagr     | ne              | Mich   | ael Cassagne-Baton Rouge  | Arvie                           |               |                   |
| Order<br>Quantity | Approve Quantity | Tax             |  | Item Number / Des   | cription                        | Unit<br>Price | Extended<br>Price |
| 12                | 12               | Y               | MSRP \$40<br>FITS IN ST<br>KNOCKOU<br>****** | DOUTLET RECEPTACLE ON Warehouse: BAR ea 2 per unit extra ANDARD 12 V OUTLET RECEPTAT IN PANEL OR CONSOLE  *********************************** | CO Vin #:                       | 26.0000       | 312.00            |
| 6                 | 6                | Y               | MSRP \$ 108<br>FITS ROCK                     | Do USB POWER PORT 4.2 A Warehouse: BAR Gea 1 per unit ER SWITCH KNOCK-OUT ************************************                                | elivery Info: ORDER<br>O Vin #: | 70.2000       | 421.20            |
| 6                 | 6                |                 | 475-1675<br>JOTTO D<br>msrp \$ 122           |   | O Vin #:                        | 915.9400      | 5,495.64          |
| 6                 | 6                | Y               | 475-1674<br>JD HSEP<br>MSRP \$167            | Do<br>2P (VP9 Space Creator)<br>Warehouse: BAR<br>12 High Security Extension Panel for<br>Creator Vehicle Partition- Two Piece                | or Chevy Tahoe (2021+)          | 125.0000      | 750.00            |

| <b>Print Date</b> | 11/03/22    |
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| <b>Print Time</b> | 03:53:09 PM |
| Page No.          | 3           |

DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

**Telephone:** 800-845-0405

| Sales Quote No. | 453369-B |
|-----------------|----------|
| Customer No.    | HAMM     |

Bill To

CITY OF HAMMOND - LA PO BOX 2788

HAMMOND, LA 70404-2788

Ship To

(For Pickup - BARO) BATON ROUGE 10362 GREENWELL SPRINGS RD SUITE A BATON ROUGE, LA70814

Contact:

Telephone:

erebuone:

Contact:

Telephone:

| E-ma              | il:                 |          |                                    |                                       | E-mail:                     |                |                   |
|-------------------|---------------------|----------|------------------------------------|---------------------------------------|-----------------------------|----------------|-------------------|
| <b>Quote Date</b> | S                   | Ship Via |                                    | F.O.B.                                | Customer PO Number          | Payment Method |                   |
| 11/03/22          | GROUN               | ND SH    | PMENT                              | PPAY & ADD TO INVOICE                 |                             | NET30          |                   |
| Entered By        |                     |          | Salesperson Ordered By             |                                       | Resale Number               |                |                   |
| Mich              | ael Cassagn         | e        | Mich                               | ael Cassagne-Baton Rouge              | Arvie                       |                |                   |
|                   | Approve<br>Quantity | Tax      |                                    | Item Number / Description             |                             | Unit<br>Price  | Extended<br>Price |
| 6                 | 6                   | Y        | 475-1743<br>JOTTO E<br>MSRP \$1,55 | BIO SEAT 21+ TAHOE<br>Warehouse: BARC | ivery Info: ORDER  O Vin #: | 1,169.0000     | 7,014.00          |

|      | ١            | ا               | 1      | 1 473-1743 Delivery Info: ORDER                     | 1,169.0000 | 7,014.00 |
|------|--------------|-----------------|--------|---|------------|----------|
|      |              |                 |        | JOTTO BIO SEAT 21+ TAHOE                            |            | ·        |
|      |              |                 |        | Warehouse: BARO Vin #:                              |            |          |
|      |              |                 |        | MSRP \$1,559.25                                     |            |          |
|      |              |                 |        | 475-1743  |            |          |
|      |              |                 |        | Replacement Bio-Seat System for Chevy Tahoe (2021+) |            |          |
|      | 6            | 6               | Y      | 475-1718 Delivery Info: ORDER                       | 289.0000   | 1,734.00 |
|      |              |                 |        | JD 21 Tahoe window Bar                              |            | -,       |
|      |              |                 |        | Warehouse: BARO Vin #:                              |            |          |
|      |              |                 |        | MSRP \$ 385.66 per set                              |            |          |
|      |              |                 |        | 475-1718  |            |          |
|      | Street Cris  | mes Unit Equ    | ipmen  | t and Install Chevy Tahoe2022 Qty 6                 |            |          |
|      |              |                 |        |   |            |          |
|      |              |                 |        | # A22-0166 Equipment                                |            |          |
|      |              | 10.             |        | Accessories Discount off List 35%                   |            |          |
|      |              |                 |        | Discount off List 35%                               |            |          |
| 1    | Patrio / jot | tto Partition/v | windoy | bars Discount off list price 25%                    | T I        |          |
|      |              |                 |        | Approved By:  |            |          |
|      |              |                 |        | ☐ Approve All Items & Quantities                    |            |          |
| ì    |              |                 |        | Quote Good for 30 Days                              |            |          |
|      |              | 1               |        | Quote Good for 50 Days                              |            |          |
|      |              |                 |        |   |            |          |
|      |              |                 |        |   |            |          |
|      |              |                 |        |   |            |          |
|      |              |                 |        |   |            |          |
| - 11 |              |                 |        |   |            |          |

| <b>Print Date</b> |             |
|-------------------|-------------|
| <b>Print Time</b> | 03:53:09 PM |
| Page No.          | 4           |

| Subtotal<br>Freight | 27,649.32<br>0.00 |
|---------------------|-------------------|
|                     |                   |
| Order Total         | 27,649.32         |

## Amendment to Agreement between City of Baton Rouge Parish Police Administration and

Dana Safety Supply
A22-0166 OEM SRP for Police Vehicles

Contractor's Name:

Dana Safety Supply

Contractor's Address:

5221 W. Market Street

Contractor's Vendor No.:

Greensboro NC 27409

#### Amendment Provisions

Change agreement from:

**S**0

Add or change to:

\$0

This amendment reconciles all terms and conditions associated with the expenditure of U.S. Treasury Funds through the American Rescue Plan Act's, State and Local Fiscal Recovery Fund and is consistent with section 602(c) of the Social Security Act and 2 C.F.R. 200, Appendix II as reflected in Attachment A. By executing this amendment, the contractor affirms that they will comply with all the applicable terms and conditions set forth in Attachment A.

Should the terms and conditions reflected in Attachment A, through the execution of this Amendment, conflict with any other terms and conditions set forth in previously established governing contract provisions, the more restrictive shall apply.

WITNESSES

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

Andrion B. Dokon ID

Sharon Weston Broome, Mayor-President

Date:

DANA SAFETY SUPPLY

BY:

Contractor Representative

Date: 8.34.202

Approved:

Murphy Paul, Chief of Police

Approved

Darryl Gissel, CAO

**APPROVED AS TO FORM** 

Sin Clarit

#### ATTACHMENT A

FEDERAL TERMS AND CONDITIONS APPLICABLE FOR ALL CONTRACTS UTILIZING AMERICAN RESCUE PLAN ACT, STATE AND LOCAL FISCAL RECOVERY FUNDS.

1. <u>Use of Funds.</u> THE CONTRACTOR understands and agrees that the funds disbursed under this award may only be used incompliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

THE CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

- 2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, THE CONTRACTOR may use awardfunds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
- 3. Reporting. THE CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- Maintenance of and Access to Records. THE CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance withsection 602(c), Treasury's regulations implementing that section, and guidance issued by Treasuryregarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of THE CONTRACTOR in order to conduct audits or other investigations.

Records shall be maintained by THE CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

- 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6. Administrative Costs. THE CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.
- Cost Sharing. Cost sharing or matching funds are not required to be provided by THE CONTRACTOR.
- 8. Conflicts of Interest. THE CONTRACTOR understands and agrees it must

maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. THE CONTRACTOR and their subconsultants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

## 9. Compliance with Applicable Law and Regulations.

- a) THE CONTRACTOR agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. THE CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and THE CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
  - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. THE CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 10. Remedial Actions. In the event of THE CONTRACTOR's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
- 11. Hatch Act. THE CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.
  - §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with

an activity financed in whole or in partby this federal assistance.

- 12. <u>False Statements.</u> THE CONTRACTOR understands that making false statements or claims in connection withthis award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 13. <u>Publications.</u> Any publications produced with funds from this award must display the followinglanguage: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of THE CONTRACTOR] by the U.S. Department of the Treasury."

## 14. Debts Owed the Federal Government.

- a. Any funds paid to THE CONTRACTOR (1) in excess of the amount to which THE CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by THE CONTRACTOR shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by THE CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the THE CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

#### 15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to THE CONTRACTOR or third persons for the actions of THE CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by THE CONTRACTOR does not in any way establish an agency relationship between the United States and THE CONTRACTOR.

## 16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, THE CONTRACTOR may not

discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
  - (i) A member of Congress or a representative of a committee of Congress;
  - (ii) An Inspector General;
  - (iii) The Government Accountability Office;
  - (iv) A Treasury employee responsible for contract or grant oversight or management;
  - (v) An authorized official of the Department of Justice or other law enforcement agency;
  - (vi) A court or grand jury; or
  - (vii) A management official or other employee of THE CONTRACTOR, contractor, or subcontractor whohas the responsibility to investigate, discover, or address misconduct.
- c. THE CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 18. <u>Reducing Text Messaging While Driving.</u> Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 19. Equal Employment Opportunity. During the performance of this contract, THE CONTRACTOR agrees as follows:
  - a. THE CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. THE CONTRACTOR will

take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. THE CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. THE CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of THE CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. THE CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with THE CONTRACTOR's legal duty to furnish information.
- d. THE CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of THE CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. THE CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. THE CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of THE CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and THE CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. THE CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. THE CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, THE CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. <u>Davis Bacon Act.</u> When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

THE CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. THE CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

- 21. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.
  - a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section THE CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by THE CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- d. Subcontracts. THE CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 22. Clean Water Act/ Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

THE CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a. THE CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- b. If this contract is funded by federal dollars, THE CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.
- c. If this contract is funded by federal dollars, THE CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.
- Debarment & Suspension. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM),

in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, THE CONTRACTOR is required to verify that none of THE CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

THE CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Baton Rouge / Parish of East Baton Rouge. If it is later determined that THE CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Baton Rouge / Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

THE CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

24. <u>Byrd Anti-Lobbying Act.</u> Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

THE CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- 25. Procurement of Recovered Materials (2 C.F.R. 200.322). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 26. <u>Surveillance Services or Equipment.</u> A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and

services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

27. Domestic Preferences for Procurement. As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

28. Termination for Cause or Convenience; Suspension. CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the subcontractor to comply with the terms and conditions of this contract, provided that CITY-PARISH shall give THE CONTRACTOR written notice specifying THE CONTRACTOR's failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving seven (7) days written notice to THE CONTRACTOR.

Upon termination for cause or convenience, THE CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, THE CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, THE CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of THE CONTRACTOR's services.

- 29. <u>Remedies.</u> If any work performed by THE CONTRACTOR fails to meet the requirements of the AGREEMENT, CITY-PARISH may in its sole discretion:
  - (i) elect to have THE CONTRACTOR re-perform or cause to be re-performed at THE CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
  - (ii) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the CONTRACTOR from any amounts due to THE CONTRACTOR; or
  - (iii)pursue and obtain any and all other available legal or equitable remedies.
- 30. Energy Policy and Conservation Act: THE CONTRACTOR hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

## 31. Copeland Anti-Kickback Act:

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
- 32. No Obligation by Federal Government. The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the AGREEMENT.
- 33. Program Fraud and False or Fraudulent Statements or Related Acts. THE CONTRACTOR acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to THE CONTRACTOR's actions pertaining to this AGREEMENT.
- 34. <u>Force Majeure:</u> Any delay or failure of THE CONTRACTOR in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an

event due to any cause or causes beyond the reasonable control of THE CONTRACTOR and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE CONTRACTOR shall receive an equitable adjustment extending THE CONTRACTOR's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE CONTRACTOR's compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE CONTRACTOR.

#### Office of the Mayor-President

Purchasing Division



City of Baton Rouge Parish of East Baton Rouge 222 St. Louis 8th floor Room 826 P.O. Box 1471 Baton Rouge, Louisiana 70821 225/389-3259 FAX 225/389-4844 purchasinginfoa/brgov.com

Kris R. Goranson Director of Purchasing

#### NOTIFICATION of CONTRACT AWARD

March 17, 2022

Dana Safety Supply, Inc ATTN: Jonathan Sizemore 10362 Greenwell Springs Road Baton Rouge. LA 70814

Dear Mr. Sizemore

RE: C

Contract Number:

A22-0166 - 800004400

Contract Name:

**OEM SRP for Police Vehicles** 

This is official notification that the contract referenced above has been awarded to you based on your bid submitted to the City of Baton Rouge, Purchasing Department. Enclosed is a copy of the Contract Award. This contact shall be effective for a period beginning March 1, 2022 through February 28, 2023 or until such time as the City of Baton Rouge Purchasing informs you by a thirty (30) day written notice that this contract will be cancelled.

If you have any questions concerning the above, please contact Dexter Stewart at 225-389-3259 ext. 3264 or email dsstewart@brla.gov.

DEXTER SIXWARE

Sincerely,

Kris R. Goranson

Director of Purchasing

KRG:ds

and

|   | AGREEMENT  |
|---|--|
|   | nd entered into at Baton Rouge, Louisiana, effective this \\\frac{1}{1}\day of \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ |
| The Contractor shall perform a  | Il work required by the Contract Documents for the following services:   |
|   | A22-0166 - 800004400 OEM SRP FOR POLICE VEHICLES   |
| <b>~</b>  | March 1, 2022 through February 28, 2023  |
| incorporated herein in A. The Contractor's Pr B. The Specifications a C. The following enum No amendment to this o Insurance and Indemnis Contractor shall be paid Unit prices will be inc RIGHT TO AUDIT: T Periodically inspect and this contract. Payment terms for serv | oposal with all attachments.   |
|   | parties hereto have executed this Agreement effective as of the date first written                                 |
| WITNESS:  | CITY OF BATON ROUGE<br>AND PARISH OF EAST BATON ROUGE<br>OWNER   |
|   | Sharaulli Sharon Weston Broome Mayor President   |

APPROVED AS TO FORM

PARISH ATTORNEY'S OFFICE

CONTRACTOR
DANA SAFETY SUPPLY, INC

Mark Seving (Typed/Printed Name)

Bids + Contracts Manager (Typed/Printed Title)

#### A22-0166

# ORIGINAL EQUIPMENT MANUFACTURER STANDARD REPLACEMENT PARTS FOR POLICE VEHICLES Dana Safety Supply, Inc. EXHIBIT A

| SECTION 1 | MANUEACTURED. | CEMIEV |
|-----------|---------------|--------|

|  | SECTION 1 MANUFACTURER: FENIEX   |                     |  |
|--|--|---------------------|--|
| Item OEM Feniex Standard Replacement Parts Discount Percent; any No. parts Item with a net discount price of \$5,000.00 is excluded.           |  | UNIT PRICE          |  |
| 0001   | Parts Price List Used and Date of Issue  | FENIEX 01-01-2022   |  |
| 0002   | Parts Discount Percentage  | 20%                 |  |
| 0003   | Parts restocking Percentage  | 0%                  |  |
| 0004   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Dostination, Prepaid and allowed on orders of any stock FENIEX equipment. Orders will be shipped prepaid and added to the invoice.     | 4044                |  |
|  | SECTION 2 MANUFACTURER: HAVIS  |                     |  |
| Item<br>No.  | OEM HAVIS Standard Replacement Parts Discount Percent; any parts Item with a net discount price of \$5,000.00 is excluded.   | UNIT PRICE          |  |
| 0005   | Parts Price List Used and Date of Issue  | HAVIS 01-01-2022    |  |
| 0006   | Parts Discount Percentage  | 35%                 |  |
| 0007   | Parts restocking Percentage  | 0%                  |  |
| 8000   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock HAVIS equipment. Orders will be shipped prepaid and added to the invoice.      | 8004                |  |
|  | SECTION 3 MANUFACTURER: JOTTO DESK   |                     |  |
| Item<br>No.  | OEM JOTTO DESK Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE          |  |
| 0009   | Parts Price List Used and Date of Issue  | JOTTO 01-01-2022    |  |
| 0010   | Perts Discount Percentage  | 30%                 |  |
| 0011   | Parts restocking Percentage  | 0%                  |  |
| 0012   | Miscelianeous Freight charges for expadited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock JOTTO DESK equipment. Orders will be shipped prepaid and added to the invoice. | 4400                |  |
|  | SECTION 4 MANUFACTURER: LIND   |                     |  |
| Item<br>No.  | OEM LIND Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE          |  |
| 0013   | Parts Price List Used and Date of Issue  | LIND 01-01-2022     |  |
| 0014   | Ports Discount Percentage  | 5%                  |  |
| 0015   | Parts restocking Percentage  | 0%                  |  |
| Miscollaneous Freight charges for expedited delivery of parts; F.O.B.  Destination, Prepaid and allowed on orders of any stock LIND equipment. |  | 0400                |  |
|  | SECTION 5 MANUFACTURER: MOTOROLA   |                     |  |
| Item<br>No.  | OEM Motorola Standard Replacement Parts Discount Percent;<br>any parts item<br>with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE          |  |
| 0017   | Parts Price List Used and Date of Issue  | MOTOROLA 01-01-2022 |  |
| 0018   | Parts Discount Percentage  | 0%                  |  |
| 0019   | Parts restocking Percentage  | 0%                  |  |
| 0020   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B.  Destination, Prepaid and allowed on orders of any stock MOYOPOLA  |                     |  |
|  | SECTION 6 MANUFACTURER: PANORAMA   |                     |  |
| Item<br>No.  | OEM PANORAMA Standard Replacement Parts Discount Percent; any parts Item with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE          |  |
| 0021   | Parts Price List Used and Date of Issue  | PANORAMA 01-01-2022 |  |
| 0022   | Perts Discount Percentage  | 10%                 |  |
| 0023   | Parts restocking Percentage  | 0%                  |  |
| 0024   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B, Destination, Prepaid and allowed on orders of any stock PANORAMA equipment. Orders will be shipped prepaid and added to the invoice.   | U/8                 |  |

#### A22-0166

## ORIGINAL EQUIPMENT MANUFACTURER STANDARD REPLACEMENT PARTS FOR POLICE VEHICLES Dana Safety Supply, Inc. EXHIBIT A

|              | ACCTION T. MANUEL CO.  |   |  |
|--------------|--|---|--|
|              | SECTION 7 MANUFACTURER: SETINA   |   |  |
| Item<br>No.  | LIMIT CITATION OF THE PROPERTY |   |  |
| 0025         | Parts Price List Used and Date of Issue  | SETINA 01-01-2022   |  |
| 0026         | Parts Discount Percentage  | 35%   |  |
| 0027         | Parts restocking Percentage  | 0%  |  |
| 0028         | Miscellaneous Freight charges for expedited delivery of paris: F.O.B. Destination, Prepaid and allowed on orders of any stock SETINA equipment. Orders will be shipped prepaid and added to the invoice.   | ésté  |  |
|              | SECTION 8 MANUFACTURER: TROY   |   |  |
| Item<br>No.  | OEM TROY Standard Replacement Parts Discount Porcent; any parts item with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE  |  |
| 0029         | Parts Price List Used and Date of Issue  | TROY 01-01-2022   |  |
| 0030         | Parts Discount Percentage  | 38%   |  |
| 0031         | Parts restocking Percentage  | 0%  |  |
| 0032         | Miscellaneous Freight charges for expedited delivery of paris; F.O.B. Destination, Prepaid and allowed on orders of any stock TROY equipment. Orders will be shipped prepaid and added to the invoice.   | ******  |  |
|              | SECTION 9 MANUFACTURER: WHELEN   |   |  |
| Item<br>No.  | OEM WHELEN Standard Replacement Parts Discount Percent; any parts Item with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE  |  |
| 0033         | Parts Price List Used and Date of Issue  | WHELEN 01-01-2022   |  |
| 0034         | Parts Discount Percentage  | 40%   |  |
| 0035         | Parts restocking Percentage  | 0%  |  |
| 0036         | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock WHELENequipment. Orders will be shipped prepaid and added to the Invoice.  | érito   |  |
|              | SECTION 10 MANUFACTURER: GAMBER JOHN   | SON   |  |
| Item<br>No.  | OEM GAMBER JOHNSON Standard Replacement Parts Discount<br>Percent; any parts item with a net discount price of \$5,000,00 is<br>excluded.  | UNIT PRICE  |  |
| 0037         |  |   |  |
| 0038         | Parts Discount Percentage  | 35%   |  |
| 0039         | Parts restocking Percentage  | 0%  |  |
| 00040        | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock GAMBER JOHNSON equipment. Orders will be shipped prepaid and added to the invoice.   | gara.   |  |
|              | SECTION 11 MANUFACTURER: CRADLEPOI   | NT  |  |
| Item<br>No.  | OEM CRADLEPOINTStandard Replacement Parls Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE  |  |
| 0041         | Parts Price List Used and Date of Issue  | CRADLEPOINT 01-01-2022  |  |
| 0042         | Parts Discount Percentage  | 3%  |  |
| 0043         | Parts restocking Percentage  | 0%  |  |
| 0044         | Miscellaneous Freight charges for expedited delivery of parts: F.O.B.  Destination, Prepaid and allowed on orders of any stock CRADLEPOINT  equipment. Orders will be shipped prepaid and edded to the invoice.  | for expedited delivery of parts: F.O.B. Id on orders of any stock CRADLEPOINT |  |
|              | SECTION 12 MANUFACTURER: PROGARD   |   |  |
| ltem<br>No.  | OEM PROGARD Standard Replacement Parts Discount Percent; any parts Item with a net discount price of \$5,000,00 is excluded.   | UNIT PRICE  |  |
|              | Parts Price List Used and Date of Issue  | PROGARD 01-01-2022  |  |
| 0045         |  |   |  |
| 0045<br>0046 | Parts Discount Percentage  | 28%   |  |
| V.           | Parts Discount Percentage Parts restocking Percentage  | 28%   |  |

## A22-0166 ORIGINAL EQUIPMENT MANUFACTURER STANDARD REPLACEMENT PARTS FOR POLICE VEHICLES Dana Safety Supply, Inc.

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| _  | SECTION 13 MANUFACTURER: PATRIOT  |                            |
|--|---|----------------------------|
| Item<br>No.  | OEM PATRIOT Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000,00 is excluded.  | UNIT PRICE                 |
| 0049   | Parts Price List Used and Date of Issue   | PATRIOT 01-01-2022         |
| 0050   | Parts Discount Percentage   | 25%                        |
| 0051   | Parts restocking Percentage   | 0%                         |
| 0052   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock PATRIOT equipment. Orders will be shipped prepaid and added to the invoice.             | shon                       |
|  | SECTION 14 MANUFACTURER: D & R ELECTRO  | NICS                       |
| Item<br>No.  | OEM D & R ELECTRONICS Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE                 |
| 0053   | Parts Price List Used and Date of lasue   | D&R ELECTRONICS 01-01-2022 |
| 0054   | Parts Discount Percentage   | 10%                        |
| 0055   | Parts restocking Percentage   | 0%                         |
| 0056   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock D & R ELECTRONICS equipment. Orders will be shipped prepaid and edded to the invoice.   | \$##÷                      |
|  | SECTION 15 MANUFACTURER: FEDERAL SIG  | NAL                        |
| Item<br>No.  | OEM FEDERAL SIGNAL Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.   | UNIT PRICE                 |
| 0057   | Parts Price List Used and Date of Issue   | FEDERAL SIGNAL 01-01-2022  |
| 0058   | Parts Discount Percentage   | 15%                        |
| 0059   | Parts restocking Percentage   | 0%                         |
| 0060   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock FEDERAL SIGNAL equipment. Orders will be shipped prepaid and added to the invoice.      | <del>otoù</del>            |
|  | SECTION 16 MANUFACTURER: BROOKING INDU  | STRIES                     |
| Item<br>No.  | OEM BROOKING INDUSTRIES Standard Replacement Parts Discount Percent; any parts Item with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE                 |
| 0061   | Parts Price List Used and Date of Issue   | BROOKING INDUSTRIES 01-01- |
| 0062   | Parts Discount Percentage   | 35%                        |
| 0063   | Parts restocking Percentage   | 0%                         |
| Miscellaneous Freight charges for expedited delivery of parts: F.O.B.  Destination, Prepaid and allowed on orders of any stock BROOKING INDUSTRIES equipment. Orders will be shipped prepaid and added to the Invoice. |   | ****                       |
|  | SECTION 17 MANUFACTURER: OPS PUBLIC SA  | FETY                       |
| Item   | OEM OPS PUBLIC SAFETY Standard Replacement Parts Discount   |                            |
| No.  | Percent; any parts item with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE                 |
| 0065   | Parts Price List Used and Date of Issue   | OPS 01-01-2022             |
| 0066   | Parts Discount Percentage   | 10%                        |
| 0067   | Parts restocking Percentage   | 0%                         |
| 0068   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B.  Dostination, Prepaid and allowed on orders of any stock OPS PUBLIC  SAFETY equipment. Orders will be shipped prepaid and added to the invoice. |                            |
| -  | SECTION 18 MANUFACTURER: WESTIN   |                            |
| Item   | OEM WESTIN Standard Replacement Parts Discount Percent; any   | UNIT PRICE                 |
| No.  | parts Item with a net discount price of \$5,000.00 is excluded.   | UNIT PRICE                 |
| 0069   | Parts Price List Used and Date of Issue   | WESTIN 01-01-2022          |
| 0070   | Parts Discount Percentage   | 20%                        |
| 0071   | Parts restocking Percentage   | 0%                         |
| 0072   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B.  Destination, Prepaid and allowed on orders of any stock WESTIN equipment.  Orders will be shipped prepaid and added to the invoice.            | ****                       |
|  |   |                            |

## A22-0166 ORIGINAL EQUIPMENT MANUFACTURER STANDARD REPLACEMENT PARTS FOR POLICE VEHICLES Dana Safety Supply, Inc. EXHIBIT A

|  | SECTION 19 MANUFACTURER: ACE K9   |                           |  |
|--|---|---------------------------|--|
| item<br>No.  | TIMP  |                           |  |
| 0073   | Parts Price List Used and Date of Issue ACE K9 01-0   |                           |  |
| 0074   | Parts Discount Percentage   | 3%                        |  |
| 0075   | Parts restocking Percentage   | 0%                        |  |
| 0076   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock ACE K9 equipment. Orders will be shipped prepaid and added to the invoice.              | bites                     |  |
|  | SECTION 20 MANUFACTURER: AMERICAN ALUM  | MINUM                     |  |
| Item<br>No.  | OEM AMERICAN ALUMINUM Standard Replacement Parts Discount Percent; any parts item with a net discount price of  | UNIT PRICE                |  |
| 0077   | \$5,000.00 is excluded, Parts Price List Used and Date of Issue   | AMERICAN ALUMINUM 01-01-  |  |
| 0078   | Parts Discount Percentage   | 2022<br>15%               |  |
| 0070   | Parts restocking Percentage   |                           |  |
| 0078   |   | 0%                        |  |
| 0080   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B.  Destination, Prepaid and allowed on orders of any stock AMERICAN  ALUMINUM equipment. Orders will be shipped propaid and added to the invoice. | ****                      |  |
|  | SECTION 21 MANUFACTURER: SOUND OF   | B - 12                    |  |
| Item<br>No.  | OEM SOUND OFF Standard Replacement Parts Discount Percent; any parts Item with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE                |  |
| 0081   | Parts Price List Used and Date of Issue   | SOUNDOFF SIGNAL 01-01-202 |  |
| 0082   | Parts Discount Percentage   | 53%                       |  |
| 0083   | Parts restocking Percentage   | 0%                        |  |
| 0084   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock SOUND OFF equipment. Orders will be shipped prepaid and added to the invoice.           | 学生活动                      |  |
|  | SECTION 22 MANUFACTURER: CODE 3   |                           |  |
| Item<br>No.  | OEM CODE 3 Standard Replacement Parts Discount Percent; any parts Item with a net discount price of \$5,000.00 is excluded.   | UNIT PRICE                |  |
| 0085   | 0085 Parts Price List Used and Date of Issue CODE   |                           |  |
| 0086   | Parts Discount Percentage   | 40%                       |  |
| 0087   | Parts restocking Percentage   | 0%                        |  |
| Miscellaneous Freight charges for expedited delivery of parts; F.O.B.  Destination, Prepaid and allowed on orders of any stock CODE 3 equipment.  Orders will be shipped prepaid and added to the invoice. |   | 8988                      |  |
|  | SECTION 23 MANUFACTURER: GO RHING   |                           |  |
| Item   | OEM GO RHINOStandard Replacement Parts Discount Percent;  |                           |  |
| No   | any parts Item with a net discount price of \$5,000.00 is excluded.   | UNIT PRICE                |  |
| 0089   | Parts Price List Used and Date of Issue   | GO RHINO 01-01-2022       |  |
| 0090   | Parts Discount Percentage   | 35%                       |  |
| 0091   | Parts restocking Percentage   | 0%                        |  |
| 0092   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock GO RHINO equipment. Orders will be shipped prepaid and added to the invoice.            | stock GO RHINO            |  |
|  | SECTION 24 MANUFACTURER: NIGHTRIDE  | 40<br>40                  |  |
|  | OEM NIGHTRIDE Standard Replacement Parts Discount Percent;  |                           |  |
| Item   |   | UNIT PRICE                |  |
| Item<br>No.  | any parts item with a net discount price of \$5,000.00 is excluded.   |                           |  |
|  | any parts item with a net discount price of \$5,000.00 is excluded.  Parts Price List Used and Date of Issue  | NIGHTRIDE 01-01-2022      |  |
| No.  |   | NIGHTRIDE 01-01-2022      |  |
| No.<br>0093  | Parts Price List Used and Date of Issue   |                           |  |

# A22-0166 ORIGINAL EQUIPMENT MANUFACTURER STANDARD REPLACEMENT PARTS FOR POLICE VEHICLES Dana Safety Supply, Inc. EXHIBIT A

|  | SECTION 25 MANUFACTURER: WEISER SOLUTI  | ONS                             |
|--|---|---------------------------------|
| Item No.  OEM WEISER SOLUTIONS Standard Replacement Parts Discount Percent; any parts Item with a net discount price of \$5,000.00 is excluded.  |   | UNIT PRICE                      |
| 0097   | Parts Price List Used and Date of Issue   | WEISER SOLUTIONS 01-01-<br>2022 |
| 0098   | Parts Discount Percentage   | 35%                             |
| 0099   | Parts restocking Percentage   | 0%                              |
| Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock WEISER SOLUTIONS equipment. Orders will be shipped prepaid and added to the invoice. |   | ****                            |
|  | SECTION 26 MANUFACTURER: TRUCK VAUL   | Ī                               |
| Item<br>No.  | OEM TRUCK VAULT Standard Replacement Parts Discount Porcent; any parts item with a net discount price of \$5,000.00 is excluded.  | UNIT PRICE                      |
| 0101   | Parts Price List Used end Date of Issue   | TRUCKVAULT 01-01-2022           |
| 0102   | Parts Discount Percentage   | 10%                             |
| 0103   | Parts restocking Percentage   | 0%                              |
| 0104   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock TRUCK VAULT equipment, Orders will be shipped prepaid and added to the invoice. | ents                            |
|  | SECTION 27 MANUFACTURER: MOTOLIGHT  |                                 |
| Item OEM MOTOLIGHT Standard Replacement Parts Discount Percent; No. any parts item with a net discount price of \$5,000.00 is excluded.  |   | UNIT PRICE                      |
| 0105   | Parts Price List Used and Date of Issue   | MOTOLIGHT 01-01-2022            |
| 0106   | Parts Discount Percentage   | 5%                              |
| 0107   | Parts restocking Percentage   | 0%                              |
| 0108   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B.  Destination, Prepaid and allowed on orders of any stock MOTOLIGHT squipment, Orders will be shipped prepaid and added to the invoice.  | ***                             |
|  | TOTAL AMOUNT  | \$2,110,00                      |

ANNUAL CONTRACT CITY OF BATON ROUGE **RESPONSES MUST BE** COMPETITIVE PARISH OF EAST BATON ROUGE RECEIVED BY: **PURCHASING DIVISION** PROPOSAL REQUEST March 3, 2022 11:00 AM CST TITLE: A22-0166 ORIGINAL EQUIPMENT **RETURN BID TO:** MANUFACTURER STANDARD PURCHASING DIVISION REPLACEMENT PARTS FOR **POLICE VEHICLES** Mailing Address: Physical Address: FILE NO: 22-00166 PO Box 1471 222 St. Louis Street Baton Rouge, LA 70821 8th Floor Room 826 AD DATES: 02/15/22 & 02/22/22 Baton Rouge, LA 70802 \*\*\*NOTE: U.S. Postal Regular & Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing SHIP TO ADDRESS: Contact Regarding Inquiries: Purchasing Analyst: **Dexter Stewart** Central Garage Telephone: 225-389-3259 ext. 309 333 Chippewa Street Email: dsstewart@brla.gov Baton Rouge, LA 70802 **VENDOR NAME** MAILING ADDRESS 10362 Greenwell Springs Rd Dana Safety Supply, Inc. Baton Rouge, LA 70814 ORIGINAL REMIT TO ADDRESS CITY, STATE, ZIP PO Box 117297 Baton Rouge, LA 70814 Atlanta, GA 30368-7297 TELEPHONE NO. FAX NO. E-MAIL 813-348-4866 N/A jsizemore@danasafetysupply.com FEDERAL TAX ID OR SOCIAL SECURITY NUMBER TITLE 27-1557226 Bids and Contracts Administrator AUTHORIZED SIGNATURE PRINTED NAME onathan Digemore Jonathan Sizemore QUESTIONS TO BE COMPLETED BY VENDOR: \_\_\_\_\_ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER

- 2. N/A % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.
- 3. One(1) STATE ENUMERATED ADDENDA RECEIVED (IF ANY)

## F.O.B.: DESTINATION - PAYMENT TERMS: NET 30 ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. Bid must be signed in the designated space above and by person authorized to sign for bidder.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

#### INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

- 1. Read the entire bid, including all terms and conditions and specifications.
- This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification.
   Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
- 3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
- 4. Proposals are mailed only as a courtesy. The City Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
- 5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
- The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
- 7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 8. Except for bids submitted through the www.centralauctionhouse.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City- Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued should be submitted to the Purchasing Division as the bid.
- 9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
- 10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
- 11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

- 12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
- 13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
- 14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
- 15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
- 16. Delivery of items must be made on time to City Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
- 17. The City Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
- 18. All bidders should submit with their bid, or have on file with the Purchasing Division, a City Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, <a href="https://www.brla.gov">www.brla.gov</a>, or by calling the Purchasing Department at 225-389-3259.
- 19. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
- 20. All Prices bid shall remain in effect for a period of at least sixty (60) days. City Parish purchases are exempt from state and local taxes.
- 21. The City Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
- 22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?
  - YES \_\_\_\_NO\_\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
- 23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
- 24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or *NoIo Contendere* to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

- 25. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
- 26. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
- 27. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at http://www.sam.gov.

- 28. Bid prices shall included delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <a href="http://city.brla.gov/dept/purchase/bidresults.asp">http://city.brla.gov/dept/purchase/bidresults.asp</a>.
- 30. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
- 31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

32. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <a href="http://brla.gov/vss">http://brla.gov/vss</a>. Vendors are encouraged to review the step by step <a href="https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF">https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF</a> before beginning the registration process which may be assessed at <a href="https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF">https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF</a> descriptions.

Additional information regarding how to do business with EBR City-Parish is available at: <a href="https://www.brla.gov/DocumentCenter/View/678">https://www.brla.gov/DocumentCenter/View/678</a>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <a href="http://city.brla.gov/dept/purchase/bids.asp">http://city.brla.gov/dept/purchase/bids.asp</a>.

**Note:** Commodity codes are required for setting up your profile. These numbers tell us what commodities and services t hat you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

**Important!** - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

### FEDERAL CLAUSES, IF APPLICABLE

### I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

### II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

### III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

### IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

### V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

### VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

### VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII.Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

### IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

### X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

### XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

### **ADDITIONAL REQUIREMENTS FOR THIS BID**

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- Termination for Cause: The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- <u>Termination for Convenience:</u> The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- Termination for Non-Appropriation Clause: Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- <u>Cybersecurity Training Requirement:</u> Contractor, including all principals, subcontractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

- Force Majeure: In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the Agency to make the payments required under the terms hereof, or to comply with the terms, conditions and requirements of this contract hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure." as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.
- Non-Performance: If the Company fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the city may authorize in writing), after receipt of notice from the City specifying such failure; or Continuing non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or

In the event the City terminates this Contract in whole or in part, as above provided, the City may procure, upon such terms and in such manner as the City may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.

• Ethics: Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.

### **COVID-19 Emergency Requirement:**

Due to the COVID-19 emergency situation and in light of the Louisiana Governor's Proclamation Number JBE 2020-30, the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone:

```
+1-408-418-9388 United States Toll Access code: 263 373 080 (followed by the # button)
```

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

```
United States Toll (Boston) +1-617-315-0704
United States Toll (Chicago) +1-312-535-8110
United States Toll (Dallas) +1-469-210-7159
United States Toll (Denver) +1-720-650-7664
United States Toll (Jacksonville) +1-904-900-2303
United States Toll (Los Angeles) +1-213-306-3065
```

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time and date.

### INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any <u>written questions</u> relative thereto. Without exception, all questions MUST be in writing.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires responsible and interested bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

All inquiries shall be received by February 24, 2022, 5:00 p.m. CST.

Inquiries and/or questions shall not be entertained thereafter.

Inquiries are to be directed as follows:

**Dexter Stewart** 

Email: dsstewart@brla.gov

### **SPECIFICATIONS**

- 1. The City-Parish's intent to award this proposal to a vendor or vendors to enable agencies to acquire original equipment manufacturer standard replacement parts in a timely manner. Consideration will be given to price, availability, service, and location in placing orders. Specific quantities are not guaranteed as parts will be purchased on an as needed basis.
- 2. Deliveries will be made within one day to the Central Garage at 333 Chippewa Street.
- 3. Proposals must be based on latest (current) manufacturer published price list(s). Price lists bid must be firm for a minimum six (6) months after award. Vendor shall bid a fixed discount from their price list(s) that will remain constant. New manufacturer published price list(s) may be utilized after six (6) months. Requests for price list(s) updates shall be received a minimum of thirty (30) days prior to effective date of increase. However, the City-Parish reserves the right to accept such changes in price list(s) or to cancel the contract and rebid.
- 4. Current manufacturer price list(s) must be submitted within five (5) days of request. Vendor may be requested to arrange for delivery of manufacturer's catalogs and price updates to the City-Parish Purchasing Division and/or the DPW Central Garage.
- 5. The City-Parish claims full right of returns, less any restock cost charged by the vendor. Returned parts are subject to inspection.
- 6. This proposal will apply only to Original Equipment Manufacturer's parts. Grey Market Goods are expressly excluded. This agreement is non-exclusive and shall not in any way preclude the City-Parish from soliciting bids or entering into similar agreements and/or arrangements to procure similar, equal, or like goods and/or services from other entities or sources during the contract period.
- 7. Vendor must warranty parts for one year.
- 8. Individual Sections may be bid; vendors may bid on only the Sections they wish.
- 9. For each section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100% = 100).

Each section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:

[100 x (100 - Replacement Parts Discount Percent)]

+

[100 x Parts Restocking Percentage]

### **INVOICES**

Vendor will be required to submit invoices to include the following:

- Date of Invoice
- Agency / City Parish Contact
- Contract Number
- Purchase Order Number
- Invoice Number
- Invoice Total

For each parts item on the invoice, the following should be included:

- Item Description
- Quantity Purchased
- Unit Price
- Discounted Price
- Extended Price

### ORIGINAL EQUIPMENT MANUFACTURER PARTS & LABOR

### **DEFINITIONS:**

### **Manufacturer's Current Price List:**

Manufacturer's published suggested prices for parts at the time of the bid.

### Original Equipment Manufacturer (OEM):

A supply management term for the purchase of parts and material directly from the manufacturer of the equipment or from an authorized reseller. For example, Ford automotive replacement parts would be purchased from an authorized Ford reseller.

### Restocking Charge:

The City-Parish claims full right of returns, less any restock cost charged to the vendor by the manufacturer. Returned parts are subject to inspection.

### Overnight Delivery Charge:

Fee charged for agency requesting expedited/overnight delivery of parts. Requires prior approval of City-Parish representative.

### **Grey Market Goods:**

Usually refers to the flow of new goods through distribution supply channels other than those authorized or intended by the manufacturer or producer. For example, goods intended to be only sold in Europe but eventually find their way for sale and use in the United States market. Goods being sold outside of normal distribution channels by companies which may have no relationship with the producer of the goods. (The original manufacturer may not honor the product warranty on grey market goods.)



| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | Section 1  |  |  |  |
|---|--|--|--|--|
|   | Manufacturer: Feniex   |  |  |  |
| OEM Fe                                  | OEM Feniex Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  |  |  |  |
| ITEM NO.                                | DESCRIPTION  | UNIT PRICE   |  |  |
| 0001                                    | Parts Price List Used<br>& Date of Issue   | <u>Feniex</u><br>01-01-2022                        |  |  |
| 0002                                    | Parts Discount Percentage  | 20.00%<br>Percentage                               |  |  |
| 0003                                    | Parts Restocking Percentage  | 0.00%<br>Percentage                                |  |  |
| 0004                                    | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Feniex equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:

| FOR POLICE VEHICLES PROPOSAL FORM  Section 2 |   |  |     |
|--|---|--|-----|
|  | Section 2   |  | 100 |
|  | Manufacturer: Hav   | is   |     |
| OEM Havis                                    | s Standard Replacement Parts Discou<br>with a net discount price of \$5,000.0   | nt Percent; any parts item<br>0 is excluded.       |     |
| ITEM NO.                                     | DESCRIPTION   | UNIT PRICE   |     |
| 0005   | Parts Price List Used<br>& Date of Issue  | <u>Havis</u><br>01-01-2022                         |     |
| 0006   | Parts Discount Percentage   | <u>35.00</u> %<br>Percentage                       |     |
| 0007   | Parts Restocking Percentage   |  |     |
| 0008   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Havis equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |     |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100%= 100).

This section will be individually awarded on the basis of the lowest section total per the following calculation:

|   | 0  | Madella | <b>6</b> |          |   |
|---|--|---------|----------|----------|---|
| - | $\mathcal{O}_{k}$  | 811     | 1        | The same | 2 |
|   | The State of the S | .,(     | 3//      | VA       | - |
| _ |  |         | -        | 1        | 6 |

|   | Section 3  |  |  |  |
|---|--|--|--|--|
|   | Manufacturer: Jotto Desk   |  |  |  |
| OEM Jotto Desk Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded. |  |  |  |  |
| ITEM NO.  | DESCRIPTION  | UNIT PRICE   |  |  |
| 0009  | Parts Price List Used<br>& Date of Issue   | <u>Jotto</u><br>01-01-2022                         |  |  |
| 0010  | Parts Discount Percentage  | 30.00%<br>Percentage                               |  |  |
| 0011  | Parts Restocking Percentage  | 0.00 %<br>Percentage                               |  |  |
| 0012  | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Jotto Desk equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



| Section 4 |  |  |  |  |
|-----------|--|--|--|--|
|           | Manufacturer: Lind   |  |  |  |
| OEM Lind  | OEM Lind Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  |  |  |  |
| ITEM NO.  | DESCRIPTION  | UNIT PRICE   |  |  |
| 0013      | Parts Price List Used<br>& Date of Issue   | <u>Lind</u><br><u>01-01-2022</u>                   |  |  |
| 0014      | Parts Discount Percentage  | 5.00 %<br>Percentage                               |  |  |
| 0015      | Parts Restocking Percentage  | 0.00%<br>Percentage                                |  |  |
| 0016      | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Lind equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ...100%= 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



| Section 5 |  |  |  |  |
|-----------|--|--|--|--|
|           | Manufacturer: Motorola   |  |  |  |
| OEM Mot   | OEM Motorola Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  |  |  |  |
| ITEM NO.  | DESCRIPTION  | UNIT PRICE   |  |  |
|           | Parts Price List Used<br>& Date of Issue   | Motorola   |  |  |
| 0017      |  | <u>01-01-202</u> 2                                 |  |  |
| 0018      | Parts Discount Percentage  | <u>() ()()</u> %<br>Percentage                     |  |  |
| 0019      | Parts Restocking Percentage  |  |  |  |
| 0020      | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Motorola equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



|   | Section 6  |  |  |
|---|--|--|--|
|   | Manufacturer: Panora   | ama  |  |
| OEM Panorama Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded. |  |  |  |
| ITEM NO.  | DESCRIPTION  | UNIT PRICE   |  |
| 0021  | Parts Price List Used  | <u>Panorama</u>                                    |  |
|   | & Date of Issue  | 01-01-2022   |  |
| 0022  | Parts Discount Percentage  | 10.00%<br>Percentage                               |  |
| 0023  | Parts Restocking Percentage  |  |  |
| 0024  | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Panorama equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



|   | Section 7 Manufacturer: Setina   |  |  |  |
|---|--|--|--|--|
| OEM Setina Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded. |  |  |  |  |
| ITEM NO.  | DESCRIPTION  | UNIT PRICE   |  |  |
| 0025  | Parts Price List Used<br>& Date of Issue   | <u>Setina</u><br><u>01-01-202</u> 2                |  |  |
| 0026  | Parts Discount Percentage  | <u>35.00</u> %<br>Percentage                       |  |  |
| 0027  | Parts Restocking Percentage  |  |  |  |
| 0028  | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Setina equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



|   | Section 8  |  |  |
|---|--|--|--|
|   | Manufacturer:Tro   |  |  |
| OEM Troy Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded. |  |  |  |
| ITEM NO.  | DESCRIPTION  | UNIT PRICE   |  |
| 0029  | Parts Price List Used<br>& Date of Issue   | <u>Troy</u><br><u>01-01-2022</u>                   |  |
| 0030  | Parts Discount Percentage  | <u>38.00</u> %<br>Percentage                       |  |
| 0031  | Parts Restocking Percentage  | 0.00%<br>Percentage                                |  |
| 0032  | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Troy equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:

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| Section 9 Manufacturer: Whelen  |  |  |  |
|---|--|--|--|
| OEM Whelen Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded. |  |  |  |
| ITEM NO.  | DESCRIPTION  | UNIT PRICE   |  |
| 0022  | Parts Price List Used<br>& Date of Issue   | Whelen   |  |
| 0033  |  | 01-01-2022   |  |
| 0034  | Parts Discount Percentage  | 40.00%<br>Percentage                               |  |
| 0035  | Parts Restocking Percentage  | 0.00%<br>Percentage                                |  |
| 0036  | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Whelen equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ... 100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



|          | Section 10   |  |  |  |
|----------|--|--|--|--|
|          | Manufacturer: Gamber J   | ohnson   |  |  |
|          | OEM Gamber Johnson Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  |  |  |  |
| ITEM NO. | DESCRIPTION  | UNIT PRICE   |  |  |
| 0037     | Parts Price List Used<br>& Date of Issue   | Gamber Johnson                                     |  |  |
|          |  | 01-01-2022   |  |  |
| 0038     | Parts Discount Percentage  | <u>35.00</u> %                                     |  |  |
|          |  | Percentage   |  |  |
| 0039     | Parts Restocking Percentage  | 0.00%  |  |  |
|          |  | Percentage   |  |  |
| 0040     | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Gamber Johnson equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ...100%= 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:

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|          | Section 11  |  |  |
|----------|---|--|--|
|          | Manufacturer: Cradlepoint   |  |  |
|          | OEM Cradlepoint Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  |  |  |
| ITEM NO. | DESCRIPTION   | UNIT PRICE   |  |
| 0041     | Parts Price List Used   | <u>Cradlepoint</u>                                 |  |
| 0041     | & Date of Issue   | <u>01-01-202</u> 2                                 |  |
| 0042     | Parts Discount Percentage   | 3.00%<br>Percentage                                |  |
| 0043     | Parts Restocking Percentage   | 0.00%<br>Percentage                                |  |
| 0044     | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Cradlepoint equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:

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| Section 12 |   |  |  |
|------------|---|--|--|
|            | Manufacturer: Progard   |  |  |
|            | gard Standard Replacement Parts Disc  |  |  |
| ITEM NO.   | tem with a net discount price of \$5,000 DESCRIPTION  |  |  |
| TIEWING.   | DESCRIPTION   | UNIT PRICE   |  |
| 0045       | Parts Price List Used<br>& Date of Issue  | <u>Progard</u>                                     |  |
| 0045       |   | 01-01-2022   |  |
| 0046       | Parts Discount Percentage   | 28.00%<br>Percentage                               |  |
| 0047       | Parts Restocking Percentage   | <u>0.00</u> %<br>Percentage                        |  |
| 0048       | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Progard equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



|  | Section 13  | B-0.01 10.2 10.0                                   |  |
|--|---|--|--|
|  | Manufacturer: Patriot   |  |  |
| OEM Patriot Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded. |   |  |  |
| ITEM NO.   | DESCRIPTION   | UNIT PRICE   |  |
| 0040   | Parts Price List Used   | <u>Patriot</u>                                     |  |
| 0049   | & Date of Issue   | 01-01-2022   |  |
| 0050   | Parts Discount Percentage   | 25.00 %<br>Percentage                              |  |
| 0051   | Parts Restocking Percentage   |  |  |
| 0052   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Patriot equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ...100%= 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



| Section 14 |   |  |  |
|------------|---|--|--|
|            | Manufacturer: D & R Electronics   |  |  |
| OEM D 8    | OEM D & R Electronics Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  |  |  |
| ITEM NO.   | DESCRIPTION   | UNIT PRICE   |  |
| 0053       | Parts Price List Used<br>& Date of Issue  | D&R Electronics                                    |  |
| 0054       | Parts Discount Percentage   | 10.00%<br>Percentage                               |  |
| 0055       | Parts Restocking Percentage   | 0,00%<br>Percentage                                |  |
| 0056       | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock D & R Electronics equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



| Section 15 |  |  |  |
|------------|--|--|--|
| OEM Fod    | Manufacturer: Federal Signal   |  |  |
| par        | eral Signal Standard Replacement Par<br>ts item with a net discount price of \$5,  | ts Discount Percent; any                           |  |
| ITEM NO.   | DESCRIPTION  | UNIT PRICE   |  |
| 0057       | Parts Price List Used<br>& Date of Issue   | Federal Signal                                     |  |
| 0057       |  | 01-01-2022   |  |
| 0058       | Parts Discount Percentage  | 15.00%<br>Percentage                               |  |
| 0059       | Parts Restocking Percentage  |  |  |
| 0060       | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Federal Signal equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



|          | Section 16  |  |  |
|----------|---|--|--|
|          | Manufacturer: Brooking Ir   | ndustries  |  |
| OEM Broo | OEM Brooking Industries Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  |  |  |
| ITEM NO. | DESCRIPTION   | UNIT PRICE   |  |
| 0061     | Parts Price List Used<br>& Date of Issue  | B <u>rooking In</u> dustrie                        |  |
| 0001     |   | 01-01-2022   |  |
| 0062     | Parts Discount Percentage   | 35.00%<br>Percentage                               |  |
| 0063     | Parts Restocking Percentage   | 0.00%<br>Percentage                                |  |
| 0064     | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Brooking Industries equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ... 100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



| Section 17 |   |  |  |
|------------|---|--|--|
|            | Manufacturer: OPS Public Safety   |  |  |
| OEM OPS    | S Public Safety Standard Replacement  | Parts Discount Percent;                            |  |
|            | arts item with a net discount price of \$   |  |  |
| ITEM NO.   | DESCRIPTION   | UNIT PRICE   |  |
| 0065       | Parts Price List Used   | <u>OPS</u>   |  |
| 0065       | & Date of Issue   | 01-01-2022   |  |
| 0066       | Parts Discount Percentage   | 10.00%<br>Percentage                               |  |
| 0067       | Parts Restocking Percentage   | 0.00%<br>Percentage                                |  |
| 0068       | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock OPS Public Safety equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ... 100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



| Section 18 |  |  |
|------------|--|--|
| OFMAN      | Manufacturer: West   |  |
|            | stin Standard Replacement Parts Disc<br>tem with a net discount price of \$5,000   |  |
| ITEM NO.   | DESCRIPTION  | UNIT PRICE   |
| 0000       | Parts Price List Used  | Westin   |
| 0069       | & Date of Issue  | 01-01-2022   |
| 0070       | Parts Discount Percentage  | 20.00%<br>Percentage                               |
| 0071       | Parts Restocking Percentage  | 0.00 %<br>Percentage                               |
| 0072       | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Westin equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the  $\underline{\text{lowest}}$  section total per the following calculation:



| Section 19 |  |  |  |
|------------|--|--|--|
|            | Manufacturer: Ace K9   |  |  |
|            | OEM Ace K9 Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded.  |  |  |
| ITEM NO.   | DESCRIPTION  | UNIT PRICE   |  |
| 0072       | Parts Price List Used<br>& Date of Issue   | Ace K9   |  |
| 0073       |  | <u>01-01-202</u> 2                                 |  |
| 0074       | Parts Discount Percentage  | 3.00%<br>Percentage                                |  |
| 0075       | Parts Restocking Percentage  | 0.00%<br>Percentage                                |  |
| 0076       | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Ace K9 equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ...100%= 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



|          | Section 20  |  |     |
|----------|---|--|-----|
|          | Manufacturer: American Aluminum   |  |     |
|          | rican Aluminum Standard Replacemer<br>arts item with a net discount price of \$   |  |     |
| ITEM NO. | DESCRIPTION   | UNIT PRICE   |     |
| 0077     | Parts Price List Used   | American Alumi                                     | num |
| 0077     | & Date of Issue   | 01-01-2022   |     |
| 0078     | Parts Discount Percentage   | 15.00%<br>Percentage                               |     |
| 0079     | Parts Restocking Percentage   | <u>0.00</u> %<br>Percentage                        |     |
| 0080     | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock American Aluminum equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |     |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the  $\underline{lowest}$  section total per the following calculation:

| OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES PROPOSAL FORM  Section 21  |   |  |  |
|--|---|--|--|
| Section 21   |   |  |  |
| Manufacturer: Sound Off  |   |  |  |
| OEM Sound Off Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded. |   |  |  |
| ITEM NO.   | DESCRIPTION   | UNIT PRICE   |  |
| 0081   | Parts Price List Used<br>& Date of Issue  | Soundoff Signal                                    |  |
| 0082   | Parts Discount Percentage   | 53.00%<br>Percentage                               |  |
| 0083   | Parts Restocking Percentage   |  |  |
| 0084   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Sound Off equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100%= 100).

This section will be individually awarded on the basis of the lowest section total per the following calculation:



|   | Section 22   |  |  |
|---|--|--|--|
| Manufacturer: Code 3  |  |  |  |
| OEM Code 3 Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded. |  |  |  |
| ITEM NO.  | DESCRIPTION  | UNIT PRICE   |  |
| וווומים ו   | Parts Price List Used<br>& Date of Issue   | Code 3   |  |
|   |  | 01-01-2022   |  |
| 0086  | Parts Discount Percentage  | 40.00%<br>Percentage                               |  |
| 0087  | Parts Restocking Percentage  | 0_00%<br>Percentage                                |  |
| 0088  | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Code 3 equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ... 100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:



| Section 23  |  |  |  |  |
|---|--|--|--|--|
|   | Manufacturer: Go Rhino   |  |  |  |
| OEM Go Rhino Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded. |  |  |  |  |
| ITEM NO.  | DESCRIPTION  | UNIT PRICE   |  |  |
| 0000  | Parts Price List Used<br>& Date of Issue   | Go Rhino   |  |  |
| 0089  |  | 01-01-2022   |  |  |
| 0090  | Parts Discount Percentage  | <u>35.00</u> %<br>Percentage                       |  |  |
| 0091  | Parts Restocking Percentage  | 0,00%<br>Percentage                                |  |  |
| 0092  | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Go Rhino equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ... 100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:

|  | OEM STANDARD RELAC<br>FOR POLICE VEI<br>PROPOSAL F  | EMENT PARTS<br>HICLES<br>ORM                       | RIGINAL |
|--|---|--|---------|
|  | Section 24  |  | 100     |
|  | Manufacturer: Night   |  | 54      |
| OEM Nightride Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded. |   |  |         |
| ITEM NO.   | DESCRIPTION   | UNIT PRICE   |         |
| 0093   | Parts Price List Used<br>& Date of Issue  | <u>Nightride</u>                                   |         |
| 0033   |   | 01-01-2022   |         |
| 0094   | Parts Discount Percentage   | 0.00%<br>Percentage                                |         |
| 0095   | Parts Restocking Percentage   | <u>0.00</u> %<br>Percentage                        |         |
| 0096   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Nightride equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |         |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100%= 100).

This section will be individually awarded on the basis of the lowest section total per the following calculation:

|   | OEM STANDARD RELAC<br>FOR POLICE VEI<br>PROPOSAL FO  | EMENT PARTS<br>HICLES<br>ORM                       | RIGINAL |
|---|--|--|---------|
|   | Section 25   | 1111   | 1,0     |
|   | Manufacturer: Weiser Sc  | lutions  |         |
| OEM Weiser Solutions Standard Replacement Parts Discount Percent; any parts item with a net discount price of \$5,000.00 is excluded. |  |  |         |
| ITEM NO.  | DESCRIPTION  | UNIT PRICE   |         |
| 0097  | Parts Price List Used<br>& Date of Issue   | <u>Weiser Sol</u> ution<br><u>01-01-202</u> 2      | ns      |
| 0098  | Parts Discount Percentage  | <u>35.00</u> %<br>Percentage                       |         |
| 0099  | Parts Restocking Percentage  | 0.00%<br>Percentage                                |         |
| 0100  | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Weiser Solutions equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |         |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100%= 100).

This section will be individually awarded on the basis of the lowest section total per the following calculation:

|     | College College |            |     |   |
|-----|-----------------|------------|-----|---|
| No. | 9               |            | 4   |   |
|     | No state of     | 7 11 . 2 . | Va  |   |
|     |                 | 1          | "AL |   |
|     | 7               |            | 1   | , |

| Section 26   |   |  |  |  |
|--|---|--|--|--|
| Manufacturer: Truck Vault  |   |  |  |  |
| OEM Truck Vault Standard Replacement Parts Discount Percent; any parts |   |  |  |  |
| item with a net discount price of \$5,000.00 is excluded.              |   |  |  |  |
| ITEM NO.   | DESCRIPTION   | UNIT PRICE   |  |  |
| 0101   | Parts Price List Used   | <u>TruckVault</u>                                  |  |  |
| 0101   | & Date of Issue   | <u>01-01-202</u> 2                                 |  |  |
| 0102   | Parts Discount Percentage   | 10.00%<br>Percentage                               |  |  |
| 0103   | Parts Restocking Percentage   | 0.00 %<br>Percentage                               |  |  |
| 0104   | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Truck Vault equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |  |  |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the <u>lowest</u> section total per the following calculation:

#### A22-0166 **OEM STANDARD RELACEMENT PARTS** FOR POLICE VEHICLES **PROPOSAL FORM**

|          | A22-0166<br>OEM STANDARD RELAC<br>FOR POLICE VEH<br>PROPOSAL FO   | HICLES   | VAL |
|----------|---|--|-----|
|          | Section 27  |  |     |
|          | Manufacturer: Motoli  | ght  |     |
|          | olight Standard Replacement Parts Dis<br>tem with a net discount price of \$5,000   |  |     |
| ITEM NO. | DESCRIPTION   | UNIT PRICE   |     |
| 0105     | Parts Price List Used<br>& Date of Issue  | <u>Motolight</u><br><u>01-01-2022</u>              |     |
| 0106     | Parts Discount Percentage   | 5.00 %<br>Percentage                               |     |
| 0107     | Parts Restocking Percentage   | 0.00%<br>Percentage                                |     |
| 0108     | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Motolight equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |     |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25%= 25, 33% = 33, ...100%= 100).

This section will be individually awarded on the basis of the lowest section total per the following calculation:

[100 x (100 - Replacement Parts Discount Percent)] + [100 x Parts Restocking Percentage]

## BIDDER'S ORGANIZATION BIDDER IS:

| AN INDIVIDUAL Individual's Name:                     |                              |
|--|------------------------------|
| Doing business as:                                   |                              |
| Address:   |                              |
| Telephone No.:                                       |                              |
| A PARTNERSHIP Firm Name:                             |                              |
| Address:   |                              |
| Name of person authorized to sign:                   |                              |
| Title:   |                              |
| Telephone No.:                                       |                              |
| A LIMITED LIABILITY COMPANY Company Name:            |                              |
| Address:   |                              |
| Name of person authorized to sign:                   |                              |
| Title:   |                              |
| Telephone No.:                                       |                              |
| A CORPORATION  |                              |
| IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION | SHOULD BE SUBMITTED WITH BID |
| Corporation Name: Dana Safety Supply, Inc            |                              |
| Address: 4809 W Koger Blvd; Greensboro, NC 27407     |                              |
| State of Incorporation:_FL                           | (A)                          |
| Name of person authorized to sign: Jonathan Sizemore |                              |
| Title: Bids and Contracts Administrator              |                              |
| Telephone No.: 813-348-4866                          | Fax No.:N/A                  |

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM

#### **CORPORATE RESOLUTION**

| CONT CHAIL RESCENTION   |            |
|---|------------|
| Please see attached Corporate Resolution Documentation  |            |
| A meeting of the Board of Directors ofa corporation of  | organized  |
| under the laws of the State ofand domicile  | ed in      |
| was held this day of, 20 and was  | attended   |
| by a quorum of the members of the Board of Directors.   |            |
| The following resolution was offered, duly seconded and after discussion was una                | animously  |
| adopted by said quorum:   |            |
| BE IT RESOLVED, thatis hereby authorized to   | o submit   |
| proposals and execute agreements on behalf of this corporation with the City of Baton Ro        | ouge, and  |
| Parish of East Baton Rouge.   |            |
|   |            |
| BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full            | force and  |
| effect, unless revoked by resolution of this Board of Directors and that said revocation        | n will not |
| take effect until the Purchasing Director of the Parish of East Baton Rouge, shall ha           | ave been   |
| furnished a copy of said resolution, duly certified.  |            |
|   |            |
| I,, hereby certify that I am the Secretary of   |            |
| , a corporation created under the laws of the State of  |            |
| domiciled in;   |            |
| that the foregoing is a true and exact copy of a resolution adopted by a quorum of the          |            |
| Directors of said corporation at a meeting legally called and held on the day of_, 20_          |            |
| resolution appears of record in the Official Minutes of the Board of Directors in my possession | n.         |
|   |            |
| Thisday of, 20  |            |
|   | 131        |
|   |            |

**SECRETARY** 

| THIS ACDEEMENT   | made and                                |  | MENT (sar                                      |   | Na ! ~                      | -l         |
|--|---|--|--|---|-----------------------------|------------|
|  |   |  |  | ge, Louisiana, effective t  |                             | -          |
|  |   |  |  | aton Rouge and Parish   |                             | _          |
| "Contractor").   | Owner)                                  | апо  |  |   | (hereinafter                | called     |
| •  | all porform                             | all work roas  | uirad bu th                                    | o Cantuant Decumen  | to for the fal              | م منابع ما |
| services:  | an periorm                              | all work requ  | uirea by tr                                    | ne Contract Documen   | ts for the for              | lowing     |
| Annual Contract N  | lumber                                  |  |  |   | =====                       |            |
| Contract Period  |   |  |  |   |                             |            |
| if incorporated her<br>A. The Contra   | ein in full:<br>actor's Prop            | osal with all atta                                     |  | part of this Agreement  | to the same ex              | tent as    |
| B. The Specification   |   | d<br>ated addenda:                                     |  |   |                             |            |
| <ol> <li>No amendment to</li> <li>Insurance and Ind</li> <li>Contractor shall be</li> </ol>  | this Contrademnity requ<br>e paid an ar | ct shall be made<br>irements shall o<br>nount based on | e except up<br>conform to the<br>the following |   | fications.                  |            |
| 5. RIGHT TO AUDIT  | : The contr                             | actor shall perm                                       | nit the autho                                  | contract in an EXHIBIT<br>rized representative of t<br>Contractor relating to his | the City-Parish             |            |
| 6. Payment terms for invoiced mont   | r services w<br>thly in arrea           | ill be Net 30 day<br>rs by the contra                  | ys based or<br>ctor. Advan                     | the monthly invoice. Ag<br>ced payments shall not l                               | gencies will be<br>be made. |            |
| IN WITNESS WHER written above  | REOF, the p                             | arties hereto ha                                       | ive execute                                    | d this Agreement effecti  | ive as of the d             | ate first  |
| WITNESS:   |   |  |  | CITY OF BATO<br>AND PARISH OF EAS<br>OWNER  | ST BATON RO                 | OUGE       |
|  |   |  | By   |   |                             |            |
|  |   |  |  | Sharon Weston<br>Mayor Presi  |                             |            |
|  |   |  |  | CONTRACT  | TOR                         |            |
| WITNESS:   |   |  |  |   |                             |            |
| Walter and Table | At the second second second             |  | Ву   |   |                             |            |
|  |   |  |  | (Signature)   |                             |            |
|  |   |  | -  | (Typed / Printed Name   | e)                          |            |
|  |   |  |  | (Typed / Printed Title)   |                             |            |



purchasing into a break com-

Kris R. Goranson Director of Purchasing

ADDENDUM NO. 1 February 12, 2022

Your reference is directed to: File Number: 21-00166

Solicitation Number: A22-0166 OEM SRP for Police Vehicles

scheduled to open: March 3, 2022

The following changes are to be made to the referenced solicitation:

On PROPOSAL FORM, Page 21, all parts have been modified to refer to Troymanufactured parts; PROPOSAL FORM, Page 21 has been replaced with PROPOSAL FORM, Page 21 (Revised)

This addendum is hereby officially made a part of the referenced solicitation and should be attached to the bidder's proposal or otherwise acknowledged therein.

If you have already submitted your proposal and this addendum causes you to revise your original bid, please indicate changes herein and return to Purchasing prior to bid opening in an envelope marked with the file number, bid opening date, and time. If this addendum does not cause you to revise your bid, please acknowledge receipt of the addendum by signing your name and company below and returning it in accordance with the provisions above.

cc: Bid File 22-00166

dsstewart@brla.gov 225-389-3259 x 3264

Jonathan Signature 2-March-2022 Dana Safety Supply, Inc.

Date Company

# A22-0166 OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES PROPOSAL FORM

|          | Section 8<br>Manufacturer:Tro  | <b>y</b>   |
|----------|--|--|
| OEM Troy | Standard Replacement Parts Discour<br>with a net discount price of \$5,000.0   | it Percent; any parts item<br>0 is excluded.       |
| ITEM NO. | DESCRIPTION  | UNIT PRICE   |
| 0029     | Parts Price List Used<br>& Date of Issue   | <u>Troy</u><br><u>01-01-20</u> 22                  |
| 0030     | Parts Discount Percentage  | 38.00%<br>Percentage                               |
| 0031     | Parts Restocking Percentage  | 0.00%<br>Percentage                                |
| 0032     | Miscellaneous Freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Troy equipment. Orders will be shipped prepaid and added to the invoice. | Freight Charges to be prepaid and added to invoice |

For this section: each UNIT PRICE (Percentage) item should be completed. A number (without decimal) from 0 to 100 should be entered in each percentage field (10% = 10, 25% = 25, 33% = 33, ...100% = 100).

This section will be individually awarded on the basis of the  $\underline{\text{lowest}}$  section total per the following calculation:

[100 x (100 - Replacement Parts Discount Percent)] + [100 x Parts Restocking Percentage]

Page 21 (Revised)



#### **CORPORATE RESOLUTION**

BE IT RESOLVED by the Board of Directors of Dana Safety Supply Inc, in a meeting duly assembled that John Sizemore, Bid Manager of the Corporation to negotiate for and sign any and all bid proposals and/or contracts which this corporation might enter into for the furnishing of services for the Corporation under such terms, conditions and stipulations, and for such consideration as he might deem to the best interest of the Corporation.

I, Wanda Holls, Secretary of Dana Safety Supply do hereby certify that the above and forgoing is a true and correct copy of a Resolution unanimously adopted at a meeting of the board of Directors of said Corporation held on October 26, 2020 at which meeting all members of the Board of Directors were present and voted thereon and that said Resolution has been spread upon the minute books of the Corporation, and same is now in full force and effect.

WITNESS MY SIGNATURE, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ . 2020 at \_\_\_\_\_\_\_ 3.50 pm \_\_\_\_\_\_\_

# Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tay return). Name is required on this line; do not leave this line.

Give Form to the requester. Do not send to the IRS.

|   | Dana Safety Supply, Inc   |  |   |
|---|---|--|---|
|   | 2 Business name/disregarded entity name, if different from above  |  |   |
| ie.<br>Ins on page 3.                           | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Ch following seven boxes.  Individual/sole proprietor or Corporation S Corporation Partnership single-member LLC  | eck only one of the  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) |
| Print or type.<br>Specific Instructions on page | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own. | wner. Do not check<br>owner of the LLC is<br>ale-member LLC that   | Exemption from FATCA reporting code (if any)  |
| bec   | Other (see instructions) ►  5 Address (number, street, and apt. or suite no.) See instructions.   | Description of the second of t | (Applies to accounts maintained outside the U.S.)   |
| See S   | 4809 Koger Blvd 6 City, state, and ZIP code Greensboro, NC 27407  | Requester's name a   | nd address (optional)   |
|   | 7 List account number(s) here (optional)  |  | Hilman Market               |
|   | List account number(s) nere (optional)  |  |   |
| Par   | Taxpayer Identification Number (TIN)  |  | , (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)   |
| backu<br>reside                                 | your TIN in the appropriate box. The TIN provided must match the name given on line 1 to average withholding. For Individuals, this is generally your social security number (SSN). However, for allen, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other is, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>  | or a   | urity number  |
| Note:   | If the account is in more than one name, see the instructions for line 1. Also see What Name ser To Give the Requester for guidelines on whose number to enter.   |  | identification number  1 5 5 7 2 2 6  |
| Par   | t II Certification  |  |   |
| Under   | r penalties of perjury, I certify that:   |  |   |
| 2. I an<br>Ser                                  | a number shown on this form is my correct taxpayer identification number (or I am waiting for<br>in not subject to backup withholding because: (a) I am exempt from backup withholding, or (b<br>vice (IRS) that I am subject to backup withholding as a result of a fallure to report all interest<br>longer subject to backup withholding; and  | I have not been n  | otified by the Internal Revenue   |
|   | n a U.S. citizen or other U.S. person (defined below); and  |  |   |
|   | FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting  |  |   |
| Certif  | ication instructions. You must cross out item 2 above if you have been notified by the IRS that yo  | ou are currently sub   | ect to backup withholding because   |

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Signature of U.S. person ▶

Jonathan Sizemore

Digitally signed by Jonathan Sizemore
DN-cha-Jonathan Sizemore, o, ou=Dana Safety Supply,
email=pizemore@danasafetysupply.com, c=US
Date: 2021.05.18 13:05:19 -04\*00\*

Date ► 18-May-2021

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount pald to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
   Use Form W-9 only if you are a U.S. person (including a resident

Use Form W-9 only if you are a U.S. person (including a resident allen), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding, See What is backup withholding, later.

### City of Baton Rouge - Parish of East Baton Rouge Department of Finance - Revenue Division

P O Box 2590
Baton Rouge, LA 70821-2590
Phone (225) 389-3084 Fax (225) 389-5369
www.brgov.com/dept/finance

### OCCUPATIONAL LICENSE TAX

Effective Date: January 01, 2022

Expiration Date: December 31, 2022

DANA SAFETY SUPPLY INC

Location:

4809 KOGER BLVD GREENSBORO, NC 27407

10362 GREENWELL SPRINGS RD BATON ROUGE, LA 70814-0000

Account Number 00926467



Owner Name:

DANA SAFETY SUPPLY INC

By:

Authorized Signature

Open Date: February 01, 2018

453000

Miscellaneous Store Retailers

STX / OLT

#### NON-TRANSFERRABLE

This Certificate must be publicly displayed as provided by law. Each location of a business must be registered separately. Any business located in Baker, Zachary or Central, including itinerant vendors operating there, must register for an occupational license in those municipalities.

If this business is closed, moved, or sold, taxpayer will indicate this on the reverse side of this certificate, sign and forward it to the City-Parish Revenue Division.

This certificate DOES NOT exempt the bearer from complying with all applicable permits and inspections requirements from the Department of Public Works or any other City-Parish laws or regulations regarding the legal requirements of operating a business in East Baton Rouge Parish.



(https://www.sos.la.gov/Pages/default.aspx)
Search for Louisiana Business Filings

Buy Certificates and Certified Copies | Subscribe to Electronic Notification | Print Detailed Record

Name Type City Status
DANA SAFETY SUPPLY, INC. Business Corporation (Non-Louisiana) JACKSONVILLE Active

**Previous Names** 

Business: DANA SAFETY SUPPLY, INC.

Charter Number: 42976478F Registration Date: 3/5/2018

**Domicile Address** 

1725 MEMORIAL PARK DRIVE JACKSONVILLE, FL 32204

**Mailing Address** 

1725 MEMORIAL PARK DRIVVE JACKSONVILLE, FL 32204

**Principal Business Office** 

4809 KOGER BOULEVARD GREENSBORO, NC 27409

Registered Office in Louisiana

3867 PLAZA TOWER DR., 1ST FLOOR

BATON ROUGE, LA 70816

Principal Business Establishment in Louisiana

10362 GREENWELL SPRINGS ROAD

BATON ROUGE, LA 70814

Status

Status: Active

Annual Report Status: In Good Standing

Qualified: 3/5/2018 Last Report Filed: 2/3/2022

Type: Business Corporation (Non-Louisiana)

Registered Agent(s)

Agent: REGISTERED AGENT SOLUTIONS, INC.
Address 1: 3867 PLAZA TOWER DR. 1ST FLOOR

Address 1: 3867 PLAZA TOWER DR., 1ST FLOOR City, State, Zip: BATON ROUGE, LA 70816

Appointment

10/14/2020

Date:

Officer(s)

Additional Officers: No

GET HEL

| 1.10 AW  | Search for Louisiana Business Hilings |
|--|---------------------------------------|
| Officer:   | JEFFERY S. CURRY                      |
| Title:   | Director, Vice-President              |
| Address 1:   | 1725 MEMORIAL PARK DRIVE              |
| City, State, Zip:  | JACKSONVILLE, FL 32204                |
| Officer:   | ALEXANDER M. GRAHAM                   |
| Title:   | Vice-President, Director              |
| Address 1:   | 1725 MEMORIAL PARK DRIVE              |
| City, State, Zip:  | JACKSONVILLE, FL 32204                |
| Officer:   | HAMPTON H. GRAHAM                     |
| Title:   | Vice-President, Director, Officer     |
| Address 1:   | 1725 MEMORIAL PARK DRIVE              |
| City, State, Zip:  | JACKSONVILLE, FL 32204                |
| Officer:   | WANDA J. HOBBS                        |
| Title:   | President, Comptroller                |
| Address 1:   | 4809 KOGER BOULEVARD                  |
| City, State, Zip:  | GREENSBORO, NC 27409                  |
| Officer:   | DAVID RUSSO                           |
| Title:   | Officer                               |
| Address 1:   | 1725 MEMORIAL PARK DRIVE              |
| City, State, Zip:  | JACKSONVILLE, FL 32204                |
| Officer:   | ERIKA PULHALSKI                       |
| Title:   | Secretary/Treasurer                   |
| Address 1:   | 1725 MEMORIAL PARK DRIVE              |
| City, State, Zip:  | JACKSONVILLE, FL 32204                |
| Victoria de la companya della companya della companya de la companya de la companya della compan |                                       |

#### Amendments on File (2)

| Description                     | Date       |
|---------------------------------|------------|
| Stmt of Chg or Chg Prin Bus Off | 5/3/2018   |
| Stmt of Chg or Chg Prin Bus Off | 10/14/2020 |

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