Annual Contract Competitive Proposal Request	City of Covington - Purchasing	RESPONSES MUST BE RECEIVED BY: May 25, 2021 at 2:00pm CST

TITLE: ORIGINAL EQUIPMENT MANUFACTURER STANDARD REPLACEMENT PARTS FOR POLICE VEHICLES	**RETURN BID TO:** STACEY SHARP PURCHASING AGENT CITY OF COVINGTON - CITY HALL 317 N. Jefferson Ave. Covington, La. 70433
ANNUAL CONTRACT **AD DATES:** 4/14/21, 4/21/21, 4/28/21 **CONTRACT PERIOD:** 1 year, in accordance with executed contract.	
SHIP TO ADDRESS: 200 E Kirkland Street Covington, La. 70433	**Contact Regarding Inquiries:** Purchasing Agent: Stacey Sharp Telephone Number: 985-898-4733 *2 Email: ssharp@covla.com
VENDOR NAME:	**MAILING ADDRESS:**
REMIT TO ADDRESS:	**CITY, STATE, ZIP**
TELEPNONE NO.: **FAX NO.:**	**EMAIL:**
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER:	**TITLE:**
AUTHORIZED SIGNATURE:	**PRINTED NAME:**

QUESTIONS TO BE COMPLETED BY VENDOR:

1._____STATE DELIVERY DAYS MAXIMUM AFTER RECIEPT OF ORDER
2._____% discount for payment made within 30 days. Discount for payment made on less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not award consideration.
3._____STATE ENUMERATED ADDENDA RECEIVED (IF ANY)
4._____SPECIFY VENDOR'S PHYSICAL ADDRESS WHERE EQUIPMENT WILL BE SERVICED:

F.O.B.: DESTINATION - TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that the bidder has carefully examined the instructions to bidder, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, bidder further certifies that the process shown are in full compliance with the conditions, terms and specifications of this solicitation.

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 price will be resolved in favor of unit prices submitted.

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

1 Schedule of Events

1.	RFP and posted to website	4/14/21
2.	Advertisements placed in official journal	4/14/21, 4/21/21, 4/28/21
3.	Deadline to receive written inquiries	5/10/21
4.	Deadline to answer written inquiries	5/18/21
5.	Proposal Opening Date (deadline for submitting Proposals)	5/25/21
6.	Notice of Intent to Award to be mailed	**TBD**
7.	Contract Initiation	**TBD**

NOTE: The City of Covington reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

It is the Proposer's responsibility to check the City's website frequently for any possible addenda that may be issued. The City of Covington is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

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 agent 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.

2. 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. 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, the contract may be extended a fourth or a fifth 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 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 Agent 317 N Jefferson Ave Covington, LA 70433.

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.

6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Agent 317 N Jefferson Ave Covington, La 70433

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. Bids shall be accepted only on proposal forms furnished by the City of Covington Purchasing. The City 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 shall be submitted to the Purchasing Agent as the bid.

9. All proposals must be typed or written in ink. Any erasures, strike-over 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 Agent 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. Delivery of items must be made on time to City of Covington. All freight charges shall be prepaid by vendor.

15. The City 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.

16. 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 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 Agent prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.

17. All Prices bid shall remain in effect for a period of at least sixty (60) days. City purchases are exempt from state and local taxes.

18. The City 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.

19. 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.

20. Right To Audit Clause: The Contractor shall permit the authorized representative of the City to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

21. 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 ***Nolo 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.

22. 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.

23. 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.

24. 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

25. 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.

26. 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 Agent during normal working hours. Written bid tabulations may be accessed at: http://www.covla.com/administration/request_for_proposals/awarded_bid_status.php

27. 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.

28. 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.

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

- 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 reserves the right to cancel this contract with thirty (30) days written notice.

- **Termination for Cause:** The City 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 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.

- **Termination for Convenience:** The City 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 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.

GENERAL SPECIFICATIONS FOR ORIGINAL EQUIPMENT MANUFACTURER STANDARD REPLACEMENT PARTS

1. The City- intent to award this proposal to a vendor or vendors to enable agencies to acquire original manufacturer's 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. The purpose of this proposal is to establish prices for the purchase and delivery of Original Equipment Manufacturer's replacement parts.

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 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 for such. Failure to do so may cause the bid to be rejected. Vendor may be requested to arrange for direct mailing of manufacturer's catalogs and price updates to the City- Purchasing Agent and to the Covington Police Department, Attention: Mr. Stephen Culotta, Deputy Chief of Police.

5. The City- reserves the right to return any items for merchandise credit, including obsolescence. Invoice copies cannot be supplied to vendor for returned items.

6. This proposal will apply only to Original Equipment Manufacturer's parts. **Bidder must submit prior to award, a letter from the manufacturer stating that the bidder is an authorized dealer. Grey Market Goods are expressly excluded.** This agreement is non-exclusive and shall not in any way preclude the City 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.

DEFINITIONS FOR
ORIGINAL EQUIPMENT MANUFACTURER
STANDARD REPLACEMENT PARTS

NOTE: Bidders must submit, prior to award, a letter from each manufacturer whose products they bid. This letter shall state that the bidder is an authorized dealer/reseller/distributor of that manufacturer's products.

1. **Manufacturer's Current Price List:**
   Manufacturer's published suggested prices for parts at the time of the bid.

2. **Original Equipment Manufacturer (OEM):**
   A supply management term for the purchase of parts and materials 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.

3. **OEM Service Provider:**
   Resident business that is authorized by the manufacturer to sell and/or service their products. (Local vendor/dealer – synonymous).

4. **Restocking Charge:**
   Percentage/fee charged by vendor/dealer for putting returned parts not due to obsolescence back in their inventory.

5. **Obsolescence:**
   Parts supplied by the vendor/dealer which become obsolete to the agency shall be accepted for return and full credit to the agency's account. The price credited shall be the same as the purchase price, and no restocking charges shall be allowed. The term "obsolete" as used in this contract is defined to mean "obsolete to the agency". As the agency changes equipment makes and models, the parts may become obsolete to the agency in an undeterminable period of time. This does not necessarily mean the parts are obsolete on the open market.

6. **Overnight Delivery Charge:**
   Fee charged for agency requesting expedited/overnight delivery of parts. Prior approval from City representative is required.

7. **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).

OEM STANDARD RELACEMENT PARTS
FOR POLICE VEHICLES
PRICING SHEET

Section 1 Manufacturer: Feniex			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0001	OEM Standard Replacement Parts for Feniex Parts	_____	_____%
0002	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0003	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS
FOR POLICE VEHICLES
PRICING SHEET

Section 2 Manufacturer: Havis			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0004	OEM Standard Replacement Parts for Havis Parts	_____	_____%
0005	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0006	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS
FOR POLICE VEHICLES
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Section 3 Manufacturer: Jotto Desk			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0007	OEM Standard Replacement Parts for Jotto Desk Parts	_____	_____%
0008	Restocking Charge - State the Restocking Charge, OR the Percentage of Cost to Restock	$_____	_____%
0009	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS
FOR POLICE VEHICLES
PRICING SHEET

Section 4 Manufacturer: Lind			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0010	OEM Standard Replacement Parts for Lind Parts	_____	_____%
0011	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0012	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS
FOR POLICE VEHICLES
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Section 5 Manufacturer: Motorola			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0013	OEM Standard Replacement Parts for Motorola Parts	_____	_____%
0014	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0015	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS
FOR POLICE VEHICLES
PRICING SHEET

Section 6 Manufacturer: Panorama			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0016	OEM Standard Replacement Parts for Panorama Parts	_____	_____%
0017	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0018	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS
FOR POLICE VEHICLES
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Section 7 Manufacturer: Setina			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0019	OEM Standard Replacement Parts for Setina Parts	_____	_____%
0020	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0021	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS
FOR POLICE VEHICLES
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Section 8 Manufacturer: Troy			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0022	OEM Standard Replacement Parts for Troy Parts	_____	_____%
0023	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0024	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS
FOR POLICE VEHICLES
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Section 9 Manufacturer: Whelen			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0025	OEM Standard Replacement Parts for Whelen Parts	_____	_____%
0026	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0027	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS
FOR POLICE VEHICLES
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Section 10 Manufacturer: Gamber Johnson			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0028	OEM Standard Replacement Parts for Gamber Johnson Parts	_____	_____%
0029	Restocking Charge - State the Restocking Charge, OR the Percentage of Cost to Restock	$_____	_____%
0030	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS
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Section 11 Manufacturer: Cradlepoint			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0031	OEM Standard Replacement Parts for Cradlepoint Parts	_____	_____%
0032	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0033	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS
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Section 12 Manufacturer: Pro-gard			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0034	OEM Standard Replacement Parts for Pro-gard Parts	_____	_____%
0035	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0036	Miscellaneous - This line item is to be used for any freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Pro-gard equipment. Orders will be shipped prepaid and added to the invoice.	----------	Freight Charges to be prepaid and added to invoice

OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES
PRICING SHEET

Section 13 Manufacturer: Sound Off Signal			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0034	OEM Standard Replacement Parts for Sound Off Signal	_____	_____%
0035	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0036	Miscellaneous - This line item is to be used for any freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Sound Off Signal equipment. Orders will be shipped prepaid and added to the invoice.	----------	Freight Charges to be prepaid and added to invoice

OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES
PRICING SHEET

Section 14 Manufacturer: Code 3			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0034	OEM Standard Replacement Parts for Code 3 parts	_____	_____%
0035	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0036	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES
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Section 15 Manufacturer: Federal Signal			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0034	OEM Standard Replacement Parts for Federal Signal Parts	_____	_____%
0035	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0036	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES
PRICING SHEET

Section 16 Manufacturer: D & R Electronics			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0034	OEM Standard Replacement Parts for D &R Electronics Parts	_____	_____%
0035	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0036	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES
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Section 17 Manufacturer: HG2 Lighting			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0034	OEM Standard Replacement Parts for HG2-Lighting Parts	_____	_____%
0035	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0036	Miscellaneous - This line item is to be used for any freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock HG2-Lighting equipment. Orders will be shipped prepaid and added to the invoice.	----------	Freight Charges to be prepaid and added to invoice

OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES
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Section 18 Manufacturer: Brooking Industries			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0034	OEM Standard Replacement Parts for Brooking Industries Parts	_____	_____%
0035	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0036	Miscellaneous - This line item is to be used for any 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

OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES
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Section 19 Manufacturer: OPS/EZSTACK			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0034	OEM Standard Replacement Parts for OPS/EZSTAK	_____	_____%
0035	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0036	Miscellaneous - This line item is to be used for any freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock OPS/Ezstack equipment. Orders will be shipped prepaid and added to the invoice.	----------	Freight Charges to be prepaid and added to invoice

OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES
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Section 20 Manufacturer: Safariland			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0037	OEM Standard Replacement Parts for Safariland	_____	_____%
0038	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0039	Miscellaneous - This line item is to be used for any freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Safariland equipment. Orders will be shipped prepaid and added to the invoice.	----------	Freight Charges to be prepaid and added to invoice

OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES
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Section 21 Manufacturer: Armor Express			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0040	OEM Standard Replacement Parts for Armor Express	_____	_____%
0041	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0042	Miscellaneous - This line item is to be used for any freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Armor Express equipment. Orders will be shipped prepaid and added to the invoice.	----------	Freight Charges to be prepaid and added to invoice

OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES
PRICING SHEET

Section 22 Manufacturer: Aimpoint			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0043	OEM Standard Replacement Parts for Aimpoint	_____	_____%
0044	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0045	Miscellaneous - This line item is to be used for any freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Aimpoint equipment. Orders will be shipped prepaid and added to the invoice.	----------	Freight Charges to be prepaid and added to invoice

OEM STANDARD RELACEMENT PARTS FOR POLICE VEHICLES
PRICING SHEET

Section 23 Manufacturer: Streamlight			
ITEM	DESCRIPTION	PRICE LIST USED & DATE OF ISSUE	PERCENTAGE
0046	OEM Standard Replacement Parts for Streamlight	_____	_____%
0047	Restocking Charge - State the Restocking Charge OR the Percentage of Cost to Restock	$_____	_____%
0048	Miscellaneous - This line item is to be used for any freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock Streamlight equipment. Orders will be shipped prepaid and added to the invoice.	----------	Freight Charges to be prepaid and added to invoice

(If the bid is by a joint venture all parties to the bid must complete this form AN INDIVIDUAL:

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____ Cell No.: _____

E-Mail Address: _____

A PARTNERSHIP:

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Cell No.: _____

E-Mail Address: _____

A LIMITED LIABILITY COMPANY:

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Cell No.: _____

E-Mail Address: _____

A CORPORATION:

(IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID)

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Cell No.: _____

E-Mail Address: _____

CORPORATE RESOLUTION

A meeting of the Board of Directors of_____a corporation organized under the laws of the State of_____and domiciledin 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 unanimously adopted by said quorum:

BE IT RESOLVED, that_____is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Covington

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 will not take effect until the Purchasing Agent of the City of Covington shall have 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 Board of Directors of said corporation at a meeting legally called and held on the_____day_of_____, 20_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This_____day of_____, 20_____.

_____

SECRETARY

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into at City of Covington, Louisiana, effective the___day of_____, 20_, by and between the City of Covington (herein after called "Owner") and

_____(herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract and Title: ORIGINAL EQUIPMENT MANUFACTURER STANDARD REPLACEMENT PARTS FOR POLICE VEHICLES

Contract Period:

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
   A. Bid Documents complete with terms and conditions
   B. The Contractor's Proposal with all attachments.
   C. The Specifications
   D. The following enumerated addenda: _____
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF COVINGTON
Owner

WITNESS:

_____

By_____
Mike Cooper, Mayor

CONTRACTOR'S NAME
Contractor

WITNESS:

_____

By_____

_____
(Typed / Printed Name)

_____
(Typed / Printed Title)