

## STATE OF LOUISIANA Competitive Contract

Vendor: 310128664

Company

MODEL 1 COMMERCIAL VEHICLES INC 9225 PRIORTY WAY W DR STE 300

INDIANAPOLIS IN 46240 Phone: 469-333-8909 Fax: 469-333-8918

Contract number: 4400020163

Description: FTA Modified Vans and Buses Statewide

SEBD Vendor: No SEHI Vendor: No VSE Vendor: No DVSE Vendor: No Contract Valid Dates: 08/24/2020 - 12/23/2025 T Number: 92122 Version: 11 LAPS Contract: No Fiscal Year: 2021

Min.Ord.Value: 0.00 Distributor Contract: No

PCard:No

Co-op Agreement:Yes

**Buyer Information** 

Name: AMY GOTREAUX Tel Number: 225-342-9200 Email: amy.gotreaux@la.gov

Delivery: 365 Days After Receipt of Order

Supplier Text: FTA Modified Vans & Buses Statewide

See the attachments for line item details, contract terms and conditions, and specifications.

This contract has been designated as a cooperative purchasing opportunity. Quasi State Agencies or other Political Subdivisions of the State, agencies of the United States government, and other buying organizations not located in this state which, if located in this state, would qualify as a public procurement unit may utilize this contract.

**Notice to Vendor:** 

Recommending Approval:	Approved by:

Contract number: 4400020163	Vendor: 310128664	Page
T Number: 92122	Distributor Contract: NO	2 of 4

Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		FTA Modified Vans and Buses	25101500		0.00000	

Contract number: 4400020163	Vendor: 310128664	Page
T Number: 92122	Distributor Contract: NO	3 of 4

## **Standard Terms and Conditions**

- 1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
- THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
- 3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER. LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
- 4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
- 5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
- QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
- 7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS 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 CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISIBILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

## 9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

Contract number: 4400020163	Vendor: 310128664	Page
T Number: 92122	Distributor Contract: NO	4 of 4

TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.