

# **Regional Transit Authority**

Regional Transit Authority

Solicitation Request Routing Sheet

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures.

> **Attachments** (\*Indicates Required Items)

	* Scope of Work	Project Schedule/Delivery Date *				
	Technical Specifications	Selection Criteria (RFQ/RFP Only)				
	DBE/SBE Goal Calculation					
A.	I have reviewed this form and the attachments pro-	vided and by signing below I	give authority to the below			
	stated Department Representative to proceed as lea	ad in the procurement process				
		Fleet Advancement	8458			
	Name	Title	Ext.			
B.	Name of Project, Service or Product: Security Veh	icle Purchase				
C.	Justification of Procurement: Due to the expansion	on of the Physical Security De	epartment as well as an aging			
	vehicle fleet, the Security department is in need of	three vehicles dedicated to th	eir respective department. The			
	vehicles will assist department members with their	daily duties. The agency will	be using the LA state contrac			
	for this procurement.					
D.	Certification of Authorized Grant:					
	Is this item/specification consistent with the fusa Managar  Director of Grants/ Federal Compliance	Authorized Grant?	Yes No			
E.	Safety: Include Standard Safety Provisions Only					
	Additional Safety Requirements A Safety Director	ttached 8/1/2	2			
	Date -					
	Risk Management: Include Standard Insurance	e Provisions Only? Yes	No			
9	Include Additional Insurance Requirements Attach	ed N/A	2.20			
3	1 cy f	0/21	2022			
	Risk Management Analyst		Date			
]	F. Funding Source: Federal State	Local Other:				
]	Funds are specifically allocated in the Departmen	nt's current fiscal year budge	et or in a grant to cover this			
	expenditure as follows Broken	- c/2/22				
		Regional Transit Autho	rity   May 27, 2021			



Total Available Funding:	\$130,614
Estimated Cost:	\$111,747.18
FTA Grant No.(s)	LA2021-025.113.114211
Line Item(s)	
Operations/Department Code	
Budget Code(s)	
NA	
Budget Analyst	Date
G. DBE/SBE Goods: C & W DBE	% Small Business
Director of Small Business Development	Date
Allan E. F.V.	8/2/2022
DBE/LEO Compliance Manager	Date Date
H. Authorizations: I have reviewed and approved the final soli	citation document.
Kyem //kpen	8/1/2022
Department Head	Date
Ma (Mulara Hoals	LI Q/1/2077
Division Manager	Date / /
of Bral 16 A	0/0/05
Director of Procurement	Date
Director our rocarement	
FOR PROCUREMENT USE ONLY	CONTRACT - Wa a State competitive promy
Type of Procurement Requested: (circle one) IFB	RFQ RFP SS TWO-STEP
<b>Invitation for Bid (IFB)</b> This competitive method of awarding c in value. The agency knows exactly what and how many of every	ontracts is used for procurements of more than \$25,000
the products and services are to be delivered. The award is genera	
Request for Quote (RFQ) This type of solicitation is often used to	
Request for Proposal (RFP) This approach to contracting occurs	when the agency isn't certain about what it wants and is
looking to you to develop a solution and cost estimate.	
<b>Sole Source (SS)</b> this procurement can be defined as any contract justification that only one known source exists or that only one sir	t entered into without a competitive process, based on a
Two-step Procurment - request for qualifications step-one used	
It is typically used as a screening step to establish a pool of veno	dors that are then qualified, and thus eligible to submit
responses to a request for price proposal (RFP). In this two-step	p process, the response to the RFQ will describe the
company or individual's general qualifications to perform a servi details or price proposals.	ce or supply a product, and RFP will describe specific
details of price proposals.	010.2 -
Stelle V D	$\beta \beta \gamma \gamma \gamma$
Chief Financial Officer	Date 6
(lex) Wigrum (Man)	X/3/2002
Chief Edecutive Officer	Date

## Independent Cost Estimate (ICE)

### INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: Security vehicle
Date of Estimate: 7/13/2022
Description of Goods/Services:  Ford Explorer
X New Procurement Contract Modification (Change Order) Exercise of Option
Method of Obtaining Estimate: Estimate based on price received by NICE Bus solicitation number E3263R for similar item.
Attach additional documentation such as previous pricing, documentation, emails, internet screen shots, estimates on letterhead, etc.
_X Published Price List (attach source and date)
Historical Pricing (attach copy of documentation from previous PO/Contract)
Comparable Purchases by Other Agencies (attach email correspondence)
Engineering or Technical Estimate (attach) Independent Third-Party Estimate (attach)
Other (specify) attach documentation
Pre-established pricing resulting from competition (Contract Modification only)
Through the method(s) stated above, it has been determined the estimated
total cost of the goods/services is \$39715
The preceding independent cost estimate was prepared by:
Name
Ryan Maser
Signature
Keyn h



## Vehicle Details

# 2022 **EXPLORER** XLT

VIN 1FMSK7DH7NGB62715

Dealer Ordered S13

Bohn Ford 1.57 miles away

Estimated Net Price \$39,875<sup>S5</sup>

Monthly Price \$488 /mo<sup>S6</sup> 36 Month Lease





**Exterior** Agate Black



Interior Unique Cloth -Ebony

## Your Vehicle

Exterior

20 City/ 28 Hwy EPA-Est. MPG S11 2.3L EcoBoost I-4 Engine with **Engine** Auto Start-Stop Technology Rear Wheel Drive Drivetrain 10-Speed Automatic Transmission Transmission

Agate Black

## **Pricing Summary**

Base MSRP S1	\$38,320
Total Of Options <sup>S4</sup>	+\$60
Destination Charges <sup>S17</sup>	+\$1,495
Total MSRP <sup>S16</sup>	=\$39,875
Available Incentives <sup>53</sup>	\$0
ESTIMATED NET PRICE S5	=\$39,875

Interior

Unique Cloth - Ebony

Package

200A

## Vehicle Details

## Interior Features

**ITOUCH UP/DOWN DR/PASS WIN** 

3RD ROW - 50/50 FOLD FLAT

DUAL ILLUM VIS VANITY MIRR

**HEATED CLOTH FRONT SEATS** 

IP CLUSTER 6.5" LCD SCREEN

LEATHER WRAPPED STR WHEEL

POWER DRIVER SEAT - 10 WAY

POWER PASS SEAT - 4-WAY

**POWERPOINTS - 12V** 

**ROTARY GEAR SHIFT DIAL** 

TILT/TELESCOPING STEERING W/WHEEL MOUNTED CONTROLS

TRI-ZONE ELECTRNC TMP CTRL

USB A(1)/C(1)-1ST/2ND ROWS

## **Exterior Features**

DOOR HANDLES - BODY COLOR

EASY FUEL CAPLESS FILLER

**HEADLAMPS - AUTO LED** 

LED SIGNATURE LIGHTING

MIRRORS-MAN-FOLD DUAL PWR HEATED WITH APPROACH LAMPS

**POWER LIFTGATE** 

PRIVACY GLASS - REAR DOORS

REAR INT WIPER/WASH/DFRST

REAR SPOILER, BODY COLOR

ROOF-RACK SIDE RAILS-BLACK

TAILLAMPS-LED

TRAILER SWAY CONTROL

VARIABLE INTERVAL WIPERS

## **Functional**

4-DR INTELL ACCESS LOCK/ UNLOCK W/PUSH-BUTTON START

AM/FM/MP3, 6 SPEAKERS

BRAKES, 4-WHEEL DISC/ABS

FORD CO-PILOT360

**FORDPASS CONNECT** 

HILL START ASSIST

**REAR PARKING SENSORS** 

**REAR VIEW CAMERA** 

REFRESH95

SIDE-WIND STABILIZATION

SIRIUSXM - SVC N/A AK&HI

SYNC3 8" SCRN W/APPLINK

## Safety & Convenience

ADVANCETRAC WITH RSC

AIRBAG-DRIVER/PASS KNEE

AIRBAGS - DUAL STAGE FRONT

AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT

AIRBAGS - SAFETY CANOPY

INDIV TIRE PRESS MONIT SYS

LATCH CHILD SAFETY SYSTEM

PERIMETER ALARM

PERSONAL SAFETY SYSTEM

SOS POST-CRASH ALERT SYS

## Warranty

3YR/36,000 BUMPER / BUMPER

5YR/60,000 POWERTRAIN

5YR/60,000 ROADSIDE ASSIST

## Bohn Ford

(844) 640-9843

3737 Lapalco Boulevard Harvey, LA 70058



#### **DISCLOSURES**

#### Note.

Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford dealer is the best source of the most up-to-date information on Ford vehicles.

Disclosures through S18 apply to Search Dealer Inventory, Request A Quote, Get An Internet Price, Get A Quote, Let Us Find it For You, Build & Price and Incentives & Offers.

S1.

Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of options.

For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S2.

Images shown are for information purposes only, and may not necessarily represent the configurable options selected or available on the vehicle. We cannot be responsible for typographical or other errors, including data transmission, display, or software errors, that may appear on the site.

S3.

Offers shown may not be available to all customers. Incentives lists are examples of offers available at the time of posting and are subject to change and expiration. Not all incentives can be redeemed together. To take advantage of rebates, incentives and/or financing offers you must take new retail delivery from dealer stock by the expiration date noted. Not all buyers will qualify for Ford Credit financing or other offers. Restrictions apply. See your local dealer for complete details.

**S4** 

The Option Package price and monthly payment displayed is for illustration purposes, only. Prices and monthly payments may vary based on features included in package, financing terms and availability. Some Options are not available separately. Not all Options or Option Packages are available on all vehicles. See your local dealer for details.

S5.

Estimated Net Price is the Total Manufacturer's Suggested Retail Price ("Total MSRP") minus any available offers and/or incentives. Incentives may vary. Excludes taxes, title, and registration fees. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify

### This spreadsheet is not a purchase order

## **Order Sheet Instructions**

- 1) Only one vehicle configuration may be entered on each Order Sheet. Use a separate Order Sheet for each different vehicle configuration being ordered. The listed configurations are the only configurations available. However, additional configurations may be added to the contract upon request. To request additional configurations, contact the dealer or OSP.
- 2) Enter the number of vehicles being ordered in the tan boxes under either Base Vehicle or Optional Configurations.
- 3) Under Available Exterior Colors, enter the number of vehicles in the tan boxes to the right of the desired color(s). Multiple Colors may be ordered on one Order Sheet.
- 4) Under Optional Equipment, select "Yes" in the tan box if the option is desired. Leave blank or select "No" if the option is not desired. The listed options are the only options available. However, additional options may be added to the contract upon request. To request an option be added to the contract, contact the dealer or OSP.
- 5) The cost per vehicle and total order cost will automatically calculate at the bottom of the Order Sheet.

	,		r	
Interceptor Utility				
AWD	Contract Line	6	Delivery ARO	90-150 days
State Contract Number	4400016601	Vendor	Courtesy	/ Ford
	В	ase Vehicle		
Vehicle Description	Order Code	Unit Price	Quantity	Extended Price
	2			
Hybrid Engine, 3.3L V6,	K8A -500A-			
(Standard)	99W/44B	\$36,242	3	\$ 108,726.00
	Option	nal Configurations		
Description	Order Code	Unit Price	Quantity	Extended Price
	K8A -500A-			
3.3L Ti-VCT V6 Gas Engine FFV	99W/44U	\$ 31,612.00		\$ -
	K8A -500A-			
3.0L EcoBoost V6 Engine	99C/44U	\$ 35,424.00		\$ -
Warranty Term	3 yr/36,000	) miles bumper-to-bum	per and 5yr/60,000 m	ile powertrain
	Availal	ole Exterior Colors		
		(KR) Norsea Blue		
(YZ) Oxford White		Metallic		
(LN) Light Blue Metallic		(LK) Dark Blue		
(TN) Silver Grey Metallic		(LM) Royal Blue		
(JS) Iconic Silver Metallic	3	(UM) Agate Black		
(HG) Smokestone Metallic		(JT) Blue Metallic		
(UJ) Sterling Grey Metallic		(E4) Vermillion Red		

ĬĬ	1	T T		Ť	_	
(JL) Dark Toreador Red Metallic		(E3) A	rizona Beige			
(BU) Medium Brown Metallic		(J1) K	odiak Brown			
(YG) Medium Titanium Metallic						
	Opti	onal E	quipment			
Option Description	Option Code		Unit Price	Add Option	Exter	nded Price
See Upfitters	guide for furthe	r detail w	ww.fordpolice	interceptorupfit.com		
Daytime Running Lamps	942	\$	42.00	Yes	\$	126.00
Carpet Floor Covering 1st & 2nd						
row (incl. floor mats, front and						
rear	16C	\$	118.00	Yes	\$	354.00
Aux Air Conditioning	17A	\$	573.00		\$	<b>#</b> 1
Red/White Dome Lamp in						
Cargo Area	17T	\$	48.00		\$	-
100 Watt Siren/Speaker (incl.						
braket and pigtail)	18X	\$	296.00		\$	
Rear Camera On-Demand	19V	\$	216.00		\$	<b>.</b>
Front Warning Auxiliary Light	21L	\$	518.00		\$	20
Dark Car - courtesy lamp						
disable when any door is						
opened	43D	\$	24.00		\$	
Police Engine Idle Feature	47A	\$	245.00		\$	-
Spot Lamp Prep Kit, Driver Side *No spotlight included. This is pre- drilled and prepped for the spotlight installation aftermarket.	51P	\$	131.00		\$	<u>u</u>
Spot Lamp - LED (Unity), Driver						
Side	51R	\$	371.00		\$	
Spot Lamp - LED (Unity), Dual						
Side	<b>51S</b>	\$	583.00		\$	ä
Spot Lamp - LED (Whelen),						
Driver Side	51T	\$	395.00		\$	Α
Spot Lamp Prep Kit, Dual Side *No spotlight included. This is pre- drilled and prepped for the spotlight installation aftermarket.	51W	\$	263.00		\$	<del>4</del>
Hidden Door Lock Plunger w/ Rear Door controls inoperable	52P	\$	151.00		\$	£
Remote Keyless - Entry Key FOB	55F	\$	319.00		\$	957.00

Pre-Wiring for Grille LED Lights,		T			Т	
Siren, and Speaker	60A	\$	48.00		\$	i Ai
Rear Quarter Glass Side Marker					Ť	
Lights	63L	\$	540.00		\$	
Cargo Storage Vault	63V	\$	230.00		\$	
and the second		<del>                                     </del>			Ť	
18 in. Painted Aluminum Wheel	64E	\$	446.00		\$	(E)
Wheel Covers (18 in. Full Face		T-			+	
Wheel Cover)	65L	\$	57.00		\$	
·					+	
Tail Lamp/Police Interceptor					1	
Housing Only Package	86T	\$	57.00		\$	140
Interior Upgrade Package	65U	\$	367.00		\$	1,101.0
Front Headlamp Lighting					Ť	2,202.0
Solution Pkg.	66A	<b> </b> \$	841.00		\$	
Tail Lamp Lighting Solution			011.00		+	1,000
Package	66B	\$	404.00		\$	320
		+ -	707.00		۲	
Rear Lighting Solution Package	66C	\$	428.00			
Ready for the Road Package	67H	\$	3,379.00		\$	
Ultimate Wiring Package	67U	\$	527.00		\$	
Police Wire Harness Connector		+	027.00		Ť	
Kit - Front/Rear	67V	\$	174.00		\$	-
Rear Door Handles and Locks						
Inoperable (without 52P)	68G	\$	70.00		\$	44.
Reverse Sensing System	76R	\$	258.00		\$	
Rear Console Plate	85R	\$	42.00		\$	
Power Passenger Seat	87P	\$	306.00		\$	-
Front Interior Windshield	0/1	12	300.00		Þ	
Warning Lights	96W	ا د	1 076 00		ے ا	
Waiting Lights	3000	\$	1,076.00	(a)	<b>Ş</b>	
License Plate Bracket - Front	153		NC		\$	2
Global Lock/Unlock Feature	18D		NC		\$	-
Front Console Plate - Delete	85D		NC		\$	
Rear Center Seat Delete	85S		NC		\$	Ŷ.
Rear View Camer (mirror						
display)	87R		NC		\$	-
Cost for Each V	ehicle Plus O	ptions		1 EA	\$	37,088.0
	A	ddition	al Costs			
				ct Administrative Fee	\$	129.8
		LA DEO		(5 tires X \$2.25 each)	_	11.2
				ection Sticker - 2 Year	_	20.0
Total Cost fo	or Each Vehic	le		1 EA	\$	37,249.0
	for All Vehicle			3		111,747.1

	Agency Information			
Contact Name:	Ryan Moser	LPAA Approval No		
Phone: Email:		Agency Name Shopping Cart	regional Transit Autority	
	Vendor Information			
Courtesy Ford	Mike Solomon	Vendor No.	310062165	
Phone: 337-332-2145				
Email: msolomon@courtesyautomotive.com				



## STATE OF LOUISIANA

## **Competitive Contract**

Vendor: 310127027

Company

**COURTESY OF ACADIANA LLC** 

COURTESY CHRYSLER DODGE JEEP RAM

607 B ENTERPRISE PKWY BREAUX BRIDGE LA 70517

Phone: 337-332-2145 Fax: 337-332-5874

Contract number: 4400023792

Description: Vehicles, Statewide

SEBD Vendor: No SEHI Vendor: No VSE Vendor: No DVSE Vendor: No Contract Valid Dates: 03/01/2022 - 10/31/2022 T Number: 90865

Version: 4

LAPS Contract: No Fiscal Year: 2022

Min.Ord.Value:

Distributor Contract: No

0.00

PCard:No

Co-op Agreement:Yes

**Buyer Information** 

Name: AMY GOTREAUX Tel Number: 2253429200 Email: amy.gotreaux@la.gov

Delivery: 90 Days After Receipt of Order

Supplier Text:

\*\*\* IMPORTANT NOTE: At this time, none of the manufacturers are accepting orders, which in turn means the dealerships cannot accept any POs at this time. Notification will be sent through ListServ when ordering is opened.

Statewide Contract for the State of Louisiana to furnish vehicles for the State of Louisiana, for a period of delivery beginning March 1, 2022 and ending October 31, 2022 with an option to renew for two (2) additional twelve (12) month periods.

Contract Documents Include:

Attachment A - Special Terms & Conditions - Pages 1-5

Attachment B – Specifications – Pages 1-6 Attachment C – Vehicle Information – Page 1

Please visit our website at http://fleet.la.gov to view all vehicles on State contract. The most current vehicle pricing, order sheets, and ordering instructions can be found there.

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

Recommending Approval:	Approved by:

Contract number: 4400023792	Vendor: 310127027	Page
T Number: 90865	Distributor Contract: NO	2 of 4

contract.

#### **Notice to Vendor:**

Line	Material NoSupplier Part	Description	Prod. Cat.	UOM	Net Price	Discount
1	No.	Vehicles, Statewide	25101500		0.00000	

 Contract number: 4400023792
 Vendor: 310127027
 Page

 T Number: 90865
 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: 4400023792	Vendor: 310127027	Page
T Number: 90865	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.