

May 18, 2023

Michelle Woodfork, Interim Superintendent
New Orleans Police Department
715 South Broad Street
New Orleans, LA 70119

Kim DeLarge, Jr., Assistant CAO of Operations
Equipment Maintenance Division
3601 Chickasaw Street
New Orleans, LA 70112

Julien Meyer, Chief Procurement Officer
Bureau of Purchasing - Office of Procurement
1300 Perdido Street
New Orleans, LA 70112

RE: Tires and Rims Purchased for NOPD Vehicles

Dear Interim Superintendent Woodfork, Mr. DeLarge and Mr. Meyer:

The Office of Inspector General (OIG) is authorized to comment on rules, regulations, policies, procedures, and transactions for the purpose of preventing fraud, waste, and abuse, or promoting efficient and effective government.¹ This letter concerns the City's use of public funds to purchase specialized tires and rims, which totaled \$42,270, to replace the original equipment manufacturer (OEM) tires and rims included on new police package vehicles assigned to New Orleans Police Department (NOPD) Commanders. The tires and rims purchase, as detailed in Table 1, was made by the Equipment Maintenance Division (EMD) using an existing State of Louisiana (State) contract with NAPA Auto Parts (NAPA) for aftermarket auto parts.² Both EMD and NOPD were unable to provide supporting documentation for the request and approval of the use of public funds to purchase the tires and rims. Additionally, the purchase did not appear to comport with the terms of the State contract and therefore was in possible violation of City procurement policy, as well as Louisiana Public Bid Law.

¹ Home Rule Charter of the City of New Orleans Article IX, § 9-401(2); City Code Section §2-1120(10)(f).

² The terms of State of Louisiana Competitive Contract # 4400007550 with NAPA "to supply Aftermarket Auto Parts to the State of Louisiana..." specified the aftermarket parts and brand options included in the contract, as well as the minimum discount off of the list price for those parts. The contract is attached to this letter as Exhibit 1.

Table 1. Tires and Rims Purchased for NOPD Vehicles

Vendor	Invoice Number	Invoice Date	Quantity	Purchase Description	Purchase Amount
NAPA Auto Parts	1026-155554	10/21/2019	24	Rims/Wheel Caps	\$ 11,484
NAPA Auto Parts	1026-155666	10/22/2019	64	Tires	\$ 15,474
NAPA Auto Parts	1026-157289	11/15/2019	20	Rims/Wheel caps	\$ 9,570
NAPA Auto Parts	1026-157496	11/18/2019	12	Rims/Wheel Caps	\$ 5,742
				Total Purchase	\$ 42,270

The original complaint concerning the tires and rims purchase shown in Table 1 was referred to the OIG by the Metropolitan Crime Commission of New Orleans (MCC). The MCC complaint alleged NOPD sent their new Chevrolet Tahoe Police Pursuit Vehicles (Tahoe PPVs) to EMD to replace the original high speed tires and black rims with “softer ride” tires, as well as “chrome/silver rims and wheel caps that were said to be more visually attractive than the black rims.” According to the complaint, these Tahoe PPVs were assigned to NOPD ranking officers, who “allegedly wanted their vehicles to deliver a more comfortable ride.”

On July 21, 2022, OIG investigators sent a request to NOPD for all correspondence, emails, justifications, authorizations and any other written documentation setting forth the need and subsequent approval for the tires and rims purchase. NOPD management replied to the document request on August 1, 2022 and stated that NOPD was not the custodian of the requested documentation since the purchase was made through EMD for NOPD. OIG investigators proceeded to interview EMD management concerning the same requested documents on September 28, 2022. EMD management was also unable to provide documentation regarding the justification and subsequent approval for the purchase and asserted the request for the tires and rims would have originated from NOPD. EMD management was familiar with the purchase of the tires and rims for the Tahoe PPVs. EMD management stated that it used a State contract with NAPA to purchase automotive parts and provided the NAPA invoices for the tires and rims purchase as shown in Table 1. EMD management stated NAPA purchased the tires and rims from a third party vendor. EMD management acknowledged there should be documentation of the original purchase request from NOPD, as well as authorization of the purchase. EMD management also stated that both EMD and NOPD should have maintained copies of the supporting documentation.

When questioned by OIG investigators regarding what happened to the OEM tires and rims after they were removed from the Tahoe PPVs, EMD responded that they remained in the custody of EMD and were installed on other NOPD vehicles as needed. However, EMD did not maintain an inventory of those tires and rims and had no record of which NOPD vehicles they were installed on.

OIG investigators also interviewed the Interim Assistant CAO of Operations, whose responsibilities included management of EMD. He confirmed that the tires and rims purchase was made in order to make the newly-purchased Tahoe PPVs assigned to NOPD Commanders appear less like police vehicles and provide them with a smoother ride. The Interim Assistant CAO of Operations also advised that he was not aware of the existence of any documentation that indicated who originated the purchase request, as well as the subsequent approval for the purchase of the tires and rims.

As a result of the interviews with NOPD and EMD, the OIG noted the following observations concerning the tires and rims purchase:

Observation 1: Improper Use of State Contract

The OIG determined that EMD periodically submitted requisitions for the purchase of aftermarket auto parts through a State contract with NAPA. EMD justified piggybacking on the State contract “to allow for the prompt receipt of auto parts [from NAPA] and the quick payment of [NAPA] invoices.” EMD purchased the tires and rims using the purchase order tied to the State contract; therefore, no requisition or purchase order was created specific to the purchase of the tires and rims. However, the tires and rims purchase did not comply with the terms of the State contract with NAPA because tires and rims were not included in the list of applicable aftermarket auto parts.³ Therefore, the tires and rims purchase required documented approvals and a purchase requisition specific to that purchase, which the City was unable to provide. As stated in the City’s manual for creating and managing purchase requisitions, “[r]equisitions are the start of the procurement process. To support departmental needs, requesters create requisitions. ... All requisitions must go through an approval process.”⁴

The OIG also noted that the City had an existing contract with Southern Tire Mart for fleet tire services at the time of the tires and rims purchase.⁵ The contract was inclusive of all tire services for the City’s vehicle fleet, including “[a]ll tires replaced on New Orleans Police Department vehicles designated as law enforcement and/or patrol vehicles.”⁶ The contract terms stated Southern Tire Mart, “shall be the tire vendor and supplier to the City for all tires, tire related services, and tire related supplies **outside** of the other provisions of this contract.”⁷ Since the City had an existing contract for all tires and tire services, EMD and NOPD should have also had supporting documentation that included why the tires and rims were purchased using a purchase order tied to the State contract with NAPA for aftermarket auto parts instead of this existing contract.

³ State of Louisiana Competitive Contract # 4400007550 with NAPA is attached to this letter as Exhibit 1.

⁴ Davoren, Julie. *Creating and Managing Requisitions in BRASS*. City of New Orleans Training and Development, Revised April 2020.

⁵ The contract between the City and Southern Tire Mart for “Fleet Tire Services” had an initial duration of two years effective May 1, 2018. It was subsequently renewed. https://contracts.nola.gov/nola_svc/api/document/160890. Accessed on December 16, 2022.

⁶ Invitation to Bid (ITB) NO. 2297-02369 Fleet Tire Services, issued March 27, 2018.

⁷ ITB NO. 2297-02369 Fleet Tire Services, issued March 27, 2018.

Observation 2: Non-compliance with City Procurement Policy and Louisiana Public Bid Law

Louisiana Public Bid Law permitted the City to purchase materials, supplies, and equipment through existing State contracts subject to the specifications of the existing contract.⁸ The OIG determined that EMD used a purchase order for “NAPA Automotive Electrical Parts for Repairs” piggybacking on the State contract with NAPA to purchase the tires and rims. The City authorized EMD’s request to use the State contract based on EMD’s justification that “in order to repair and maintain City vehicles in an efficient manner, EMD must maintain an onsite inventory of parts at all times.” However, EMD used the City-approved purchase order to purchase tires and rims to replace the original equipment on the newly-purchased Tahoe PPVs. The four separate invoices for tires and rims shown in Table 1 did not appear to comply with the purchase order or the corresponding State contract with NAPA, because tires and rims were not included in the list of applicable aftermarket auto parts. Since EMD did not purchase the tires and rims through the City’s existing fleet tire services contract with Southern Tire Mart, such a purchase should have been grouped together and publicly bid in accordance with City procurement policy for movable property, as well as Louisiana Public Bid Law. At the time of the purchase, State law required,

All purchases of any materials or supplies exceeding the sum of thirty thousand dollars to be paid out of public funds shall be advertised and let by contract to the lowest responsible bidder ... [and] purchases of ten thousand dollars or more, but less than thirty thousand dollars, shall be made by obtaining not less than three quotes.⁹

At the time of the purchase, City policy required “a formal sealed bid process for movable property ... valued at \$20,000.00 or greater” before awarding a contract.¹⁰ The City policy also strictly forbid “artificially [dividing] any procurement or purchase to avoid the application of competitive thresholds under this policy.”¹¹ Additionally, the Louisiana Attorney General has consistently opined,

purchases of like commodities during the course of a fiscal year must be aggregated and be publicly bid if the total amount of purchases of those commodities during the fiscal year exceeds the statutory threshold for bidding.¹²

⁸ La. R.S. 38:2212.1(F).

⁹ La. R.S. 38:2212.1 was amended by Act 204 of the 2022 Regular Session increasing the minimum threshold from \$30,000 to \$60,000 effective August 1, 2022.

¹⁰ City of New Orleans Chief Administrative Office. Policy Memorandum No. 24(R) Procurement of Movable Property and Non-Professional Services. Revised September 3, 2019.

¹¹ Ibid.

¹² La. Attorney General Opinion No. 02-0122. See also La. Attorney General Opinions No. 95-123, 95-140, 80-987, 79-51 and 78-598.

As evidenced by the four separate invoices for the tires and rims purchase, EMD and/or NOPD purchased the tires and rims in possible violation of City procurement policy and Louisiana Public Bid Law.

Observation 3: Lack of Inventory Records

EMD did not maintain inventory records for the OEM tires and rims that were removed from the Tahoe PPVs and replaced with “more comfortable [and] more visually attractive” tires and rims. EMD management stated to OIG investigators that after their removal, the OEM tires and rims would be used as replacement parts for other NOPD vehicles as needed. Because EMD did not maintain an inventory, there was no evidence that the OEM tires and rims remained in the custody of EMD until installed on other NOPD vehicles. OIG auditors used pricing information for the Tahoe PPV police package and determined that the approximate value of the 64 OEM tires replaced with the smoother ride tires was approximately \$9,000.¹³

Observation 4: Non-compliance with Mandated Police Vehicle Specifications

The smoother ride tires purchased by EMD may not have complied with the mandated police vehicle specifications as required in the terms of the City’s existing fleet contract with Southern Tire Mart, since they had different specifications from the OEM tires included with the Tahoe PPVs. The terms of the City’s existing Fleet Tire Services Contract required that,

[a]ll tires replaced on [NOPD] vehicles designated as law enforcement and/or patrol vehicles ... [meet] all requirements of the original equipment vehicle manufacturers, including mandated police vehicle specifications.¹⁴

¹³ The auditors reviewed the State of Louisiana Competitive Contract # 4400020203 order sheet for the Chevrolet Tahoe PPV police package on the Louisiana Office of State Procurement webpage. The police package included 20 inch painted wheels at a cost of \$704 per vehicle (\$140 per tire including matching spare). The value of 64 tires at this price would be approximately \$9,011. <https://www.doa.la.gov/doa/osp/agency-resources/featured-contracts/>. Accessed November 28, 2022.

¹⁴ ITB NO. 2297-02369 Fleet Tire Services stated “As specified in the most recent publication(s) of the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice, National Law Enforcement and Corrections Technology Center, Equipment Performance Report: Patrol Vehicle Tires.”

The newly-purchased Tahoe PPVs were designated as law enforcement vehicles for use by NOPD and were equipped with Goodyear Eagle Enforcer All Weather tires, “designed specifically for police cars and [meeting] federal qualifications for high speed pursuit needs.”¹⁵ Furthermore, “[d]ue to specific requirements for performance durability and safety, [General Motors] recommends only the OEM tires for replacement.”¹⁶ The auditors noted the OEM Goodyear tires had the highest temperature rating of “A” and were approved for speeds up to 149 mph.¹⁷ However, EMD and NOPD replaced the OEM Goodyear tires with Continental SureContact LX tires to provide a “more comfortable ride.” The smoother ride tires were not specifically designed for law enforcement vehicle specifications and had a temperature rating of “B” and were only approved for speeds up to 118 mph.¹⁸ Therefore, the OEM Goodyear Eagle Enforcer tires, designed specifically to meet mandated specifications for law enforcement vehicles, were replaced with smoother ride tires that had lower temperature and speed ratings and may not have met mandated police vehicle specifications.

It is the opinion of the OIG that public funds should not have been used to replace the OEM tires and rims included with the Tahoe PPVs. The verbal justifications provided by the City that the tires offered a “smoother ride” and that the chrome rims distinguished the NOPD Commanders’ vehicles from regular patrol vehicles were purely cosmetic and a wasteful use of \$42,270. Additionally, the aftermarket tires may not have complied with the mandated police vehicle specifications. Tires that do not meet those specifications often “wear faster ... make the car handle poorly on the road, and may cause accidents.”¹⁹ The increased risk of accidents due to tire failure could lead to injuries to both NOPD officers and members of the public as well as create a liability for the City.

The OIG recommends the following to resolve the above observations:

- Purchases made through existing City or State contracts should be reviewed for compliance with the terms of those contracts prior to their approval. Documentation showing the justification for the purchase as well as the approval of the purchase request should be maintained for all purchases.
- Purchases should comply with City procurement policy, as well as Louisiana Public Bid Law.
- EMD should maintain updated inventory records of tires and other replacement parts to ensure vehicle parts purchased with public funds are properly accounted for and used only on City vehicles.

¹⁵ Rodela, Hilary. “The Latest Police Fleet Tires.” Officer.com, March 9, 2020. <https://www.officer.com/vehicles-fleet/vehicles-equipment/auto-parts/article/21121889/the-latest-police-fleet-tires>.

¹⁶ *General Motors Police Fleet - 2019 Tahoe PPV 4WD*. General Motors, 2019. <https://www.gmupfitter.com/wp-content/uploads/2021/09/2019-Tahoe-PPV-4WD.pdf>.

¹⁷ <https://gov.goodyear.com/tires/product-details?PL=169005>. Accessed April 6, 2023.

¹⁸ <https://www.tirekingdom.com/sku/sku4870014/surecontact-lx>. Accessed April 6, 2023.

¹⁹ Lewis, Alvin C., and Ernest Lewis. *Guide to High Speed Patrol Car Tires*. Washington: U.S. Dept. of Commerce, National Bureau of Standards, 1979.

- All replacement tires for law enforcement vehicles should be compliant with the current mandated police vehicle specifications.

In 2023 the City Council approved \$50 million²⁰ from the general fund and \$15 million²¹ of federal funds to be used for the purchase of police vehicles, ambulances and other City vehicles. Due to the City's limited resources, EMD and NOPD should comply with City policy and Public Bid Law and avoid purchases that are purely cosmetic. Additionally, EMD should maintain current and accurate inventories to ensure that vehicle parts are not lost to theft or misplacement and replacement tires installed on NOPD vehicles meet mandated police vehicle specifications.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ed Michel".

Edward Michel, CIG
Inspector General

²⁰ Sledge, Matt. "New Orleans Nears Plan on Spending \$54 Million in Remaining Pandemic Relief Funds." NOLA.com. Accessed May 8, 2023. https://www.nola.com/news/politics/new-orleans-city-council-readies-vote-on-pandemic-funds/article_1229ef46-eabe-11ed-9308-9f4dca8717c1.html.

²¹ Sledge, Matt. "New Orleans Poised to Buy Dozens of Cop Cars, Ambulances under \$15 Million Plan Using Federal Funds." *The Times-Picayune/New Orleans Advocate*. February 13, 2023. https://www.nola.com/news/politics/new-orleans-to-buy-cop-cars-ambulances-with-federal-funds/article_8fe5cf34-abc8-11ed-8ebe-5346c5299d29.html.



STATE OF LOUISIANA

Competitive Contract

Vendor: 310034206
 Company
 AUTO PARTS & SUPPLIES LLC
 NAPA Auto Parts
 9355 FLORIDA BLVD
 BATON ROUGE LA 70815
 Phone : 2259272424
 Fax : 225-927-2559

T Number: 92880
 Version: 30
 LAPS Contract: No
 Fiscal Year: 2016
 Min.Ord.Value: 0.00
 Distributor Contract: Yes
 PCard:Yes
 Co-op Agreement:Yes

Contract number: 4400007550
 Description: Aftermarket Auto Parts Statewide

Buyer Information

Name: SARAH RHODY
 Tel Number: 225-342-5465
 Email: sarah.rhody@la.gov

SEBD Vendor: No
 SEHI Vendor: No
 VSE Vendor: No
 DVSE Vendor: No
 Contract Valid Dates:
 09/15/2015 - 08/31/2020

Supplier Text: Final renewal of this contract to supply Aftermarket Auto Parts to the State of Louisiana for a period of delivery beginning September 1, 2019 and ending August 31, 2020.

Discounts shown are the minimum discount available. Greater discounts may be available for large quantity orders.

A regional aftermarket auto parts contract, Contract # 4400007551, is available for use in State planning regions 1, 2, 3, and 4. The Office of State Procurement encourages using agencies to compare both contracts in order to make an informed sourcing decision.

Contract documents include:
 Attachment A: Standard Terms & Conditions - Pages 1-3
 Attachment B: 2019 Price List - Pages 1-581

Notice to Vendor:

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		Air Conditioning Parts	25172700		0.00000	61.20%Disc

Recommending Approval: _____ Approved by: _____

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		Discount off list price: 61.2% Revised Price list 2019 Brands: Cold Power, Napa temp, Dorman Temp				
2		Alternators and Starters Discount off list price: 50% Revised Price list 2019 Brands: Bosch Rotating Electrical, Rayloc, Napa New, Rayloc Re-Man, Napa Power Sport, Wilson	25173900		0.00000	50.00%Disc
3		Batteries Discount off list price: 49% Revised Price list 2019 Brands: Napa Batteries Includes auto, marine, and equipment batteries	26111703		0.00000	49.00%Disc
4		Bearings - Ball and Roller Discount off list price: 55% Revised Price list 2019 Brands: Napa Bearing, Proformer Bearing	31171500		0.00000	55.00%Disc
5		Belts and Hoses Discount off list price: 53% Revised Price list 2019 Brands: Napa Belts and Hose, Dorman Belt and Hose, Powerfit Belt and Hose	25173800		0.00000	53.00%Disc
6		Brakes Discount off list price: 55%	25171700		0.00000	55.00%Disc

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		Revised Price list 2019 Brands: Napa Premium, Adaptive One, Eclipse, Midland, Napa Rotors, Napa Brake Boosters, Napa Brake Drums, Dorman Brake Components, Napa True Stop, United Brake Components				
7		Electrical and Ignition Discount off list price: 54% Revised Price list 2019 Brands: AC Spark Plugs, Autolite Spark Plugs, Napa Belden, Napa BK Electrical, Bosch Spark Plugs, Napa Cable, Champion Spark Plugs, Delphi Injectors, Delphi Engine Management, Denso Spark Plugs, Echlin Ignition, EEE Spark Plugs, Mileage Plus, Napa Control Modules, NGK Spark Plugs, NGK Wires, Napa New Distributors, Dorman Ignition, Napa Reman Distributors, Napa Wire, Tech Expert	25173900		0.00000	54.00%Disc
8		Emissions and Exhaust Discount off list price: 52% Revised Price list 2019 Brands: Balkamp Exhaust, Bosch O2 Sensors, Napa Carb Parts, Denso O2 Sensors, Napa Exhaust, Mileage Plus Fuel, Napa Air Pumps, Napa Air Flow Sensors, NGK O2 Sensors, Dorman Emissions, Napa Vacuum Pumps, Sound Master Mufflers	25173700		0.00000	52.00%Disc
9		Engine and Drive Train Discount off list price: 50% Revised Price list 2019 Brands: Napa Transmission, BK Engine and Drivertrain, Napa CV Boots, Drive Tech Mounts, Napa Clutches, Napa New CV Shafts, Dorman	26101700		0.00000	50.00%Disc

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		Engine and Drivetrain, Napa U Joints, Napa Timing Products, Precision U Joints, Seal Power, Tee Throttle Bodies				
10		Filters - Oil, Gas, Air, Transmission Discount off list price: 75% Revised Price list 2019 Brands: Napa Transmission Filters, Napa Gold Filters	40161500		0.00000	75.00%Disc
11		Gaskets and Seals Discount off list price: 50% Revised Price list 2019 Brands: Felpro Gaskets, Napa Oil Seals, National Oil Seals	31181500		0.00000	50.00%Disc
12		Heating and Cooling (Engine) Discount off list price: 52% Revised Price list 2019 Brands: BK Heating and Cooling, Denso Radiators, Napa Heater Cores, Modine, Dorman Heating and Cooling, Napa Radiators, Napa Thermostats	25174000		0.00000	52.00%Disc
13		Lamps, Lighting, and Mirrors Discount off list price: 50% Revised Price list 2019 Brands: Advantage Bulbs, BK Lighting, Grote, Napa Lighting, Napa Lamps, Dorman Lighting	25172900		0.00000	50.00%Disc
14		Oils and Lubricants (Reg & Synthetic) Discount off list price: 50% Revised Price list 2019	15121501		0.00000	50.00%Disc

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		Brands: Napa Oil, Castrol, Valvoline, Chevron, Halvoline, Lucas Oil, Mobil One, Napa Hyd Fluid, Pennzoil, Quaker State, Royal Purple, Shell, WD40				
15		Pumps - Fuel and Water Discount off list price: 54% Revised Price list 2019 Brands: Napa Fuel Pumps, Bosch Fuel Pumps, Delphi Fuel Pumps, Truflo Water Pumps, Napa Water Pumps	40151500		0.00000	54.00%Disc
16		Suspension, Shocks, Struts, Steering Discount off list price: 54% Revised Price list 2019 Brands: KYB Shocks, Master Ride Chassis, Napa Chassis, Dorman Suspension, Napa Power Steering, Napa Racks, Napa Shocks, Napa Steering Pumps, Response Shocks, Rancho Shocks	25172000		0.00000	54.00%Disc
17		Wipers Discount off list price: 50% Revised Price list 2019 Brands: BK Windshield Products, Bosch Wipers, Dorman Wiper Arms, Old World Wipers, Rain X, Napa Wipers	25171500		0.00000	50.00%Disc
18		Core Charges	26101700		0.00000	

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).
2. 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.
6. 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 DISABILITIES 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

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.

CONTRACT DISTRIBUTORS:

310034206
AUTO PARTS & SUPPLIES LLC
NAPA Auto Parts
9355 FLORIDA BLVD
BATON ROUGE LA 70815
Telephone: 2259272424
Fax: 225-927-2559

310160773
THE FELICIANAS' STORE
2012 HWY 10
JACKSON LA 70748
Telephone: (225) 310-4002
Fax: (225) 310-4081

310103810
GENUINE PARTS COMPANY
NAPA AUTO PARTS
10150 I-10 SERVICE ROAD
NEW ORLEANS LA 70127
Telephone: 504-244-7273

310051547
ZACHARY AUTO & TRUCK PARTS
NAPA AUTO PARTS
4762 MAINT ST.
ZACHARY LA 70791
Telephone: 225-654-6540
Fax: 225-658-4947

310035879
Boone's Auto & Truck Parts, Inc
NAPA Covington
823 East Boston Street
COVINGTON LA 70433
Telephone: (985) 892-1680
Fax: (985) 892-5311

310009381
MOTOR PARTS & SERVICE OF RUSTON INC
707 E GEORGIA AVE
RUSTON LA 71270
Telephone: 318-255-0540
Fax: 318-251-3798

310035728
Boone's Auto & Truck Parts, Inc
NAPA Of Franklinton
1008 Washington Street
FRANKLINTON LA 70438
Telephone: (985) 839-4601
Fax: (985) 839-5585

310080100
AUTO PARTS & SUPPLIES LLC
NAPA AUTO PARTS
540 N ALEXANDER ST
PORT ALLEN LA 70767
Telephone: (225) 387-5559

310034242
BOONES AUTO & TRUCK PARTS INC
NAPA Of HAMMOND
46424 N MORRISON BLVD
HAMMOND LA 70401
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310088266
AUTO PARTS & SUPPLIES LLC
3515 CASTLE RD
ALEXANDRIA LA 71303-3207
Telephone: (318) 442-9508

310010037
BOONE'S AUTO & TRUCK PARTS, INC.
NAPA OF SLIDELL
1031 Gause Blvd W.
SLIDELL LA 70460
Telephone: 985-643-1798
Fax: 985-639-0030

310012422
GENUINE PARTS COMPANY
DBA NAPA
8237 EARHART BLVD
NEW ORLEANS LA 70118
Telephone: 504-483-7118
Fax: 504-483-7148

310012421
GENUINE PARTS COMPANY
DBA NAPA
1638 AIRLINE HWY
KENNER LA 70062
Telephone: 504-466-7554
Fax: 504-466-7192

310007278
H D HIMEL INC
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FOLSOM LA 70437

310011368
GENUINE PARTS COMPANY
DBA NAPA AUTO PARTS
1730 FRANKLIN AVE.
GRETNA LA 70053
Telephone: 504-366-1744
Fax: 504-832-3917

310062047
MOTOR PARTS SERVICE OF RUSTON INC
MOTOR PARTS SERVICE OF MONROE
1402 LOUISVILLE AVE
MONROE LA 71201
Telephone: 318-325-4384
Fax: 318-325-9747

310104636
HIMEL MOTOR SUPL OF BROUSSARD LLC
HIMEL MOTOR SUPPLY - NAPA
107 W MAIN ST
BROUSSARD LA 70518
Telephone: 337-412-4371

310053836
GENUINE PARTS COMPANY
NAPA AUTO PARTS
3424 HESSMER
METAIRIE LA 70002
Telephone: 504-836-2607
Fax: 504-832-3917

310103904
AUTO PARTS AND SUPPLIES LLC
29568 WALKER SOUTH RD
WALKER LA 70785
Telephone: 225-667-9494

310044613
Reliable Supply Co., Inc.
Himel Auto & Hardware
331 South Main
SAINT MARTINVILLE LA 70582
Telephone: 337-394-6024
Fax: 337-394-6246

310104631
HIMEL MOTOR SUPPLY IBERIA INC
HIMEL MOTOR SUPPLY - NAPA
1500 MAIN ST
JEANERETTE LA 70544
Telephone: 337-412-4371

310013535
FAZIO INC
FAZIO'S NAPA & SUPPLY
1013 BEGLIS PKWY
SULPHUR LA 70663
Telephone: 3375275100
Fax: 3375275153

310004974
PARKERS AUTO PARTS & SUPPLY INC
DBA NAPA OF MANDEVILLE
1835 FLORIDA ST
MANDEVILLE LA 70448

310012607
POPE'S PARTS INC
3871 HIGHWAY 1 N
RACELAND LA 70394
Telephone: 9855373246
Fax: 9855375506

310012606
POPE'S PARTS INC
470 W MAIN ST
THIBODAUX LA 70301
Telephone: 9854460414
Fax: 9854462980

310010288
POPES PARTS INC
1315 ST PATRICK HWY
THIBODAUX LA 70301
Telephone: 9854468485
Fax: 9854462869

310006725
DIEZ AUTO PARTS INC
DBA NAPA AUTO PARTS
1513 N BURNSIDE AVE
GONZALES LA 70737
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Fax: 225-644-8139

310101777
GRIMM MANAGEMENT RESOURCES INC
DBA TREADAWAY'S AUTO SUPPLY
2250 AUTOPLEX DRIVE
BOSSIER CITY LA 71111
Telephone: 3182223620
Fax: 3182262873

310004768
THOMAS AUTO PARTS INC
211 OLD BASTROP RD
MONROE LA 71203

310043383
Rogers Parts Inc
910 Crescent Ave
LOCKPORT LA 70374
Telephone: 985-532-3311

310013859
GMR INC
DBA TREADAWAY'S AUTO SUPPLY
1325 N MARKET ST
SHREVEPORT LA 71107-6523
Telephone: 3182223620
Fax: 3182262873

310009411
MOTOR PARTS SERVICE OF RUSTON INC
MOTOR PARTS SERVICE OF ARCADIA
2371 SECOND ST
ARCADIA LA 71001
Telephone: 318-263-8497
Fax: 318-263-8923

310013051
AUTO PARTS & SUPPLIES
DBA NAPA AUTO PARTS
516 HEMLOCK ST
LAPLACE LA 70068
Telephone: 985-652-6236

310011391
GENUINE PARTS COMPANY
DBA NAPA
1421 VETERANS HWY
KENNER LA 70062
Telephone: 504-468-3200
Fax: 504-468-3254

310014134
GMR INC
DBA TREADAWAY'S AUTO SUPPLY
7110 JEWELLA
SHREVEPORT LA 71108
Telephone: 3186356610

310011519
LANDRY SUPPLY INC OF
LAKE CHARLES
2030 BROAD ST
LAKE CHARLES LA 70601
Telephone: 337-436-0884
Fax: 337-436-4976

310008924
HIMEL MOTOR SUPPLY
1012 MAIN ST
FRANKLIN LA 70538

310013052
AUTO PARTS & SUPPLIES
DBA NAPA AUTO PARTS
PO BOX 461
RESERVE LA 70084
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310012423
GENUINE PARTS COMPANY
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Fax: 504-279-9329

310013021
HIMEL MOTOR SUPPLY
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Fax: 337-369-9524

310129113
LIVINGSTON AUTO PARTS LLC
13833 FLORIDA BLVD
LIVINGSTON LA 70754
Telephone: 225-686-7201

310012747
HIMEL MOTOR SUPPLY
1912 JEFFERSON ST
LAFAYETTE LA 70501-8596
Telephone: 3372351596

310128472
DONALDSONVILLE AUTO PARTS INC
31 W 10TH ST
DONALDSONVILLE LA 70346
Telephone: 225-473-8187
Fax: 225-473-6326

310036134
Himel Auto Parts
64065 Hwy. 11
PEARL RIVER LA 70452
Telephone: 985-863-2525
Fax: 985-863-7720

310043385
Rogers Parts Inc
7929 HWY 182 E.
MORGAN CITY LA 70380
Telephone: 985-384-2872

310043389
Rogers Parts Inc
18704 W. Main
GALLIANO LA 70354
Telephone: 985-475-5105

310008955
HIMEL MOTOR SUPPLY
219 S MAIN ST
BREAUX BRIDGE LA 70517

310080098
AUTO PARTS & SUPPLIES LLC
NAPA AUTO PARTS
25115 HWY 1
PLAQUEMINE LA 70765
Telephone: (985) 536-109

310011411
GENUINE PARTS COMPANY
DBA NAPA AUTO PARTS
6214 LAPALCO BLVD
MARRERO LA 70072
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Fax: 504-347-6824

310012413
GENUINE PARTS COMPANY
DBA NAPA AUTO PARTS
500 SHREWSBURY RD.
JEFFERSON LA 70121
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Contract number: 4400007550
T Number: 92880

Vendor: 310034206
Distributor Contract: YES

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310043391
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