STATE OF LOUISIANA
Competitive Contract

Vendor: 310009258
Company
BARRIERE CONSTRUCTION CO LLC
PO Box 1576
BOUTTE LA 70039

T Number:
Version: 1
LAPS Contract: No
Fiscal Year: 2014
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:Yes

Buyer Information
Name: TIFFANY LAMBERT
Tel Number: 225-379-1410
Email: tiffany.lambert@la.gov

Contract number: 4400005109
Description: Asphaltic Mix f/Cold Application

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
07/01/2014 - 06/30/2015

Supplier Text: Delivery ARO: 1 Day

This contract will be effective July 1, 2014 and ending June 30, 2015.

This is not an order to deliver. The quantity listed below is estimated usage only. No quantities are guaranteed. Material will be ordered as needed.

The department reserves the right to increase or decrease quantities at the same price, terms and conditions for the period of the contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the La. Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reductions is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first Fiscal Year for which funds are not appropriated.

The Department of Transportation and Development reserves the right to cancel any or all item(s) on this contract with thirty (30) days written notice.

PAYMENT:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and

Recommending Approval: Tiffany Lambert **Approved by:** Charlotte Garrison

resources, DOTD strongly encourages vendors to participate in accepting Electronic Funds Transfer (EFT) payments.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf.

Notice to Vendor:

Line	Material No. ---------- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: Jefferson Product/Source Code: 7505	30121500	TON	99.00000	
2	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: Lafourche Product/Source Code: 7505	30121500	TON	97.75000	
3	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: Orleans Product/Source Code: 7505	30121500	TON	99.00000	
4	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: St. Bernard Product/Source Code: 7505	30121500	TON	99.00000	
5	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: St. Charles Product/Source Code: 7505	30121500	TON	99.00000	
6	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: Terrebonne Product/Source Code: 7505	30121500	TON	99.75000	

Line	Material No. ---------- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
15	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: Beauregard Product/Source Code: 7505	30121500	TON	102.50000	
17	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: Cameron Product/Source Code: 7505	30121500	TON	109.75000	
19	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: Avoylles Product/Source Code: 7505	30121500	TON	105.50000	
28	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: Concordia Product/Source Code: 7505	30121500	TON	101.75000	
31	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: Tensas Product/Source Code: 7505	30121500	TON	105.75000	
46	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: St. Mary Product/Source Code: 7505	30121500	TON	96.75000	
58	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER Parish: St. Tammany Product/Source Code: 7505	30121500	TON	93.75000	
61	11509	ASPHALTIC MIXTURE,F/COLD APPL,HI PER	30121500	TON	93.75000	

Line	Material No. ---------- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		Parish: Tangipahoa Product/Source Code: 7505				

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 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.

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SPECIAL CONDITIONS AND SPECIFICATIONS
FOR FURNISHING
ASPHALTIC MIXTURE FOR COLD APPLICATION, HIGH PERFORMANCE

Please read the following instructions and special conditions and specifications carefully. Any deviation may cause your bid to be disqualified.

CONTRACT

Contract for furnishing Asphaltic Mixture for Cold Application, High Performance, for the Department's various Districts in the State as requested in accordance with provisions set forth for the period as specified herein.

PURPOSE AND INTENTION

The purpose and intention of this invitation to bid is to comply with State laws and establish a contract between the Department and the successful bidder(s), whereby the Department may purchase Asphaltic Mixture for Cold Application from the contractor as shown herein.

CONTRACT FORM

The contract form in its entirety shall become a part of the contract upon execution by the Department. Bidder shall fill in this form completely and shall sign in the appropriate places and return to the Procurement Section of the Department of Transportation and Development before the time set for receiving contracts on the front hereof. Bidders should return entire proposal. Bidders are advised that bids mailed through the U.S. Postal Service to our post office box are received at the Baton Rouge Main Post Office and are picked up by the Division of Administration and then routed to the Department of Transportation and Development; therefore, extra delivery time is needed in order for bids to be received and time-stamped in our office before the bid deadline.

Bids may be mailed through the U.S. Postal Service to our box at:

DOTD Procurement Section

Headquarters Administration

4th Floor East Wing S-447

P. O. Box 94245

Baton Rouge, LA 70804-9245

Bids may be delivered by hand or courier service to our physical location as follows:

DOTD Procurement Section

Headquarters Administration

4th Floor East Wing S-447

1201 Capitol Access Road

Baton Rouge, LA 70802

Bidders are solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The DOTD Procurement Office is not responsible for any delays caused by the bidder's chosen means of delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid. **Note: The time set for receiving proposals is Central Standard Time (CST). Bidders should make a copy of their bid before submitting the original contract proposal.**

SCOPE OF WORK

Scope of work includes labor, materials, and services required to produce Asphaltic Mixture for Cold Application which is acceptable to the Department of Transportation and Development.

QUANTITIES

No specific quantities are given or guaranteed, only such Asphaltic Mixture for Cold Application as required by the Department of Transportation and Development during the contract period will be ordered.

The successful bidder must supply at bid price actual quantities as ordered whether the total of such quantities are more or less than the quantities shown in the Bid Schedule.

SPECIFICATIONS

All Asphaltic Mixture for Cold Application, High Performance, must be from an approved source listed on Qualified Products List No. 75. A copy of Qualified Products List No. 75 is attached for your reference.

STANDARDS OF QUALITY

Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained herein.

GUARANTEE AND LIABILITY

The contractor accepts the following guarantees:

(1) Guarantee that the supplies delivered are free from defects in design

and construction.

(2) Guarantee that the supplies are the manufacturer's standard design in construction and that no changes or substitutions have been made in the items listed in this contract.

The contractor holds and saves the State, its officers, agents, and employees harmless from liability of any kind, including cost and expenses on account of any patented or unpatented invention, articles, devices or appliances manufactured or used in the performance of this contract, including use by the government.

The contractor agrees to replace free of charge all defective equipment, materials or supplies delivered under this contract. All transportation charges covering return and replacement shall be paid by the contractor.

PRICES

All prices quoted shall be in the unit of measure as shown on the Bid Schedule and shall remain firm for the contractual period. Unit price bid must not exceed two digits to right of decimal point. Unit price submitted beyond two digits will be rounded off to the nearest second digit.

Prices quoted shall include all costs incidental to any license or patent that may be held by any company processing the materials bid on and the dealer agrees to hold the Department of Transportation and Development harmless from any claims, suits, costs or penalties for infringement or use of licensed or patented products.

BID OPENING

Bids will be publicly opened and read 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 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Department of Transportation and Development during normal working hours.

BASIS OF AWARD

The award of the contract will be made separately at each location to the lowest responsible bidder complying to all details of this contract proposal as determined by the DOTD Procurement Director.

Bidders quoting all or none may not be considered for award.

Discounts will not be considered in determining low bidder.

DELIVERY

The successful bidder will be required to have on hand or immediately available an adequate supply of Asphaltic Mixture for Cold Application in order to meet the Department's requirements, as ordered, where ordered, during the life of the contract.

PURCHASE ORDERS

Purchase Orders will be issued by the Department of Transportation and Development. Each Purchase Order will state an actual or estimated quantity that is required and all other pertinent data necessary to assist the contractor to make proper delivery. In no event shall delivery be made without proper authorization.

INVOICES

Upon each delivery and its acceptance by the Department, the contractor shall bill the Department by means of an invoice and such invoice shall make reference to the Purchase Order Number on which delivery was made.

At the time of delivery, the contractor is to make a delivery receipt on his own form showing complete description, the exact quantity delivered, price and extension. Such delivery ticket must make reference to the Purchase Order Number.

Invoices shall be submitted by the contractor directly to the address shown on the Purchase Order.

Invoice price must agree with contract price.

PAYMENTS

Invoices will be paid by the Department within the discount period or within thirty calendar days from receipt of correct invoice. If contractor proposes a discount, discount period will start from receipt of correct invoice.

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources, DOTD strongly encourages vendors to participate in accepting Electronic Funds Transfer (EFT) payments.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf

TAXES

The contractor is responsible for including all applicable taxes in the bid price. State Agencies are exempt from all State and Local Sales and Use Taxes.

REJECTION OF BIDS

The Department of Transportation and Development reserves the right to reject any and all bids and/or waive any informalities.

TERMINATION OF CONTRACT

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving a ten (10) day written notice to the contractor for unsatisfactory performance, unsatisfactory delivery, unsatisfactory service, failure to meet specifications, misrepresentation by the contractor, fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State, conflict of contract provisions with constitutional or statutory provisions of State or Federal Law, and/or any breach of contract.

The Department reserves the right to terminate this contract prior to the end of the contract period upon giving a thirty (30) day written notice to the contractor if it is considered in the best interest of the Department.

Successful contractor may request cancellation of this contract upon giving thirty (30) day written notice to the DOTD Procurement Director.

All orders delivered prior to the effective date of such termination shall be paid for by the Department in accordance with the terms of the contract, whereupon all obligations of both parties to the contract shall cease.

In the event contract contains a provision entitled "Guarantees" such guarantees shall apply to all items delivered prior to termination.

DEFAULT OF CONTRACTOR

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the State has determined the contractor to be in default, the Department of Transportation and Development reserves the right to purchase any or all products or services covered by this contract on the open market and 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.

SIGNATURE OF BIDDER

To be considered for an award, all bidders shall fill in the contract proposal completely and shall sign in the appropriate places. Contract proposal form should be returned in its entirety. Acceptance shall be made when signed by the DOTD Procurement Director and copy returned to the contractor.

APPLICABLE LAW

All contracts shall be construed in accordance with and governed by the Laws of the State of Louisiana, including but not limited to DOTD Purchasing Rules & Regulations, Special Instructions & Conditions and specifications listed in this proposal.

BIDDERS CERTIFICATION OF EEOC AND ADA COMPLIANCE

The Department of Transportation and Development and the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors and suppliers to take affirmative action to affect this commitment in its operations.

By submitting and signing this bid, bidder certifies that he agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, 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 bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidder agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this proposal.

Bidder agrees to keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.

SPECIAL ACCOMMODATIONS

Any person who is a "qualified individual with a disability as defined by the Americans With Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening date.

INDEMNITY

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. Contractor is obligated to indemnify only to the extent of the fault of contractor, its officers, its agents, or employees.

However, the contractor shall have no obligations as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the State, its officers, its agents or its employees.

For good cause and as consideration for executing this contract, the contractor hereby conveys, sells, assigns and transfers to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust Laws of the United

States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to the Department of Transportation and Development.

PREFERENCE

In accordance with Title 39:1595 of the Louisiana Revised Statutes, a preference of 10% may be allowed for products manufactured, produced, grown, assembled or harvested in Louisiana of equal quality.

Do you claim this 10% preference?

Yes _____ No _____

Specify if preference is claimed for all items shown on contract:

Yes _____ No _____

If preference is claimed for only part of the items shown on contract, must specify which items:

_____

_____

_____

Specify location within Louisiana where this product is manufactured, produced, grown assembled or harvested:

_____

Note: Louisiana vendors claiming this preference should also certify that 50% of their workforce is comprised of Louisiana residents in order to be entitled to the 10% preference. Louisiana vendors should complete the following certificate:

This is to certify that 50% of workforce is comprised of Louisiana residents:

Yes_____ No_____

(Proof of certification may be required)

Failure to specify above information will cause elimination from 10% preference.

PREFERENCE

Procurement of United States products:

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the Provisions of R.S. 39:1595, each procurement officer, Purchasing Agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

(1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.

(2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.

(3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.

(4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

(1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? _____yes

Specify line number(s): _____

_____

Specify location within the United States where this product is
Manufactured: _____

(note: if more space is required, include on separate sheet)

COOPERATIVE PURCHASE AGREEMENT

State Agencies, Political Subdivisions of the State and Quasi State Agencies may be permitted to purchase from contracts made by the Department of Transportation and Development's Procurement Section.

The Bidder may, at his option, accept this Cooperative Purchase Agreement so that any contract awarded under this proposal will apply to other State Agencies, Political Subdivisions or Quasi Agencies.

Bidder hereby accepts this Cooperative Purchase Agreement so that any contract awarded will apply to other State Agencies, Quasi State Agencies or other Political Subdivisions of the State.

_____ Yes, I agree to accept Cooperative Purchase Agreement

_____ No, I do not accept Cooperative Purchase Agreement

Failure to mark "no" on the above will constitute acceptance of this Cooperative Purchase Agreement to other State Agencies, Political Subdivisions of the State and Quasi State Agencies.

Choosing not to accept this Cooperative Purchase Agreement will have no bearing on the award of the contract.

ORDERS: Other State Agencies are to issue contract release orders/purchase orders for the items required, as and when needed.

Political subdivisions of the State and Quasi Agencies who have been authorized by the Office of State Purchasing to purchase from contracts made by the Department of Transportation and Development are to issue their regular purchase orders directly to the Contractor, making reference to the Contract Number, Item Number (if applicable) and Contract Expiration Date.

CONTRACT ADMINISTRATION: The Department of Transportation and Development will not monitor, administer or resolve any discrepancies, controversies, invoicing or payments related to this contract on orders placed by other State Agencies, Political Subdivisions or Quasi Agencies.

Controversies between the Department of Transportation and Development and a Contractor will be resolved by the DOTD Procurement Director.

Controversies between other State Agencies and a Contractor will be resolved by the Director of State Purchasing in accordance with R.S. 39:1673.

It will be the responsibility of the ordering entity to correspond directly with the Contractor.

DELIVERY: Vendors accepting the Cooperative Purchase Agreement understand and agree that deliveries to other State Agencies, Political Subdivisions or Quasi Agencies will be on a statewide basis.