STATE OF LOUISIANA
Competitive Contract

Vendor: 310001649
Company
BENTON & BROWN LLC
5626 HWY 528
MINDEN LA 71055
Phone : 3183778720
Fax : 3183711974

T Number:
Version: 1
LAPS Contract: No
Fiscal Year: 2021
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:Yes

Buyer Information
Name: TARAH KING
Tel Number: 225-379-1417
Email: tarah.king@la.gov

Contract number: 4400020250
Description: DOTD Asphaltic Mixture F/Hot Application

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
09/01/2020 - 02/28/2021

Supplier Text: Contract to furnish labor, materials, and services required to produce Asphaltic Mixture for Hot Application, which is acceptable to the Department of Transportation and Development. Contract is for a period of six (6) months beginning September 1, 2020 and ending February 28, 2021.

SPECIFICATIONS:
All Asphaltic Mixture for Hot Application must be in accordance with DOTD Specification No. MS 164-002, Revised 07/16/2020 and Polymer Modified Asphaltic Materials, DOTD Specification No. MS 164-004, Revised 12/20/17. If performance of the materials is determined to be unsatisfactory, the Department reserves the right to cancel the contract.

PRE-QUALIFICATION:
Contractor's plant for supplying Asphaltic Mixture for Hot Application must be certified prior to award. After the award of the contract, it will be the responsibility of each District to make sure the contractor's plant is still certified before material is picked up at various plant locations throughout the life of the contract.

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.

Recommending Approval: _____ **Approved by:** _____

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.

SPECIAL INSTRUCTIONS:
Price is per ton.

This is not an order to deliver. No specific quantities are given or 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.

Both regular and polymer modified asphaltic mixture will be available for use by the Department. It will be at each District Administrator's option of which product to purchase.

All Asphaltic Mixture for Hot Application shall be sampled and accepted in accordance with the standard method of sampling asphaltic materials as outlined in the Department's Sampling Manual.

Aggregates must be from an approved source listed on Approved Materials List: Aggregates and Polymer Modified Asphalt PG70-22M and PG76-22M must be from an approved source listed on Approved Materials List: Asphaltic Materials. Copies attached.

Plants which are established and certified during the life of the contract may be considered for supplemental award based on factors which are advantageous to the Department of Transportation and Development. The decision will be based on the best interest of the Department as determined by the DOTD Procurement Director. Awards will not be made if plant is within a radius of ten (10) miles of a plant location which was awarded at the original contract award.

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

It will be up to the District Administrator to select a certified plant closest to the jobsite based upon the unit price bid and the current mileage factor. Mileage will be computed on the basis of $0.15 per mile for the first 41 miles, then $0.75 per mile thereafter.

Contractor must be furnish Asphaltic Mixture for Hot Application as requested by the District Administrator.

It will be the responsibility of the contractor to give the District Administrator a forty-eight (48) hour notice as to when the plant will be out of operation and/or in the event that the plant is shut down permanently.

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 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.

Invoices will be paid by the Department within the discount period or within thirty (30) calendar days from receipt of correct invoice. If contractor proposes a discount, discount period will start from receipt of correct invoice.

PAYMENT:
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.

TERMINATION OF CONTRACT:
The Department reserves the right to immediately terminate this contract prior to the end of the contract period 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 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.

CONTRACTOR'S 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.

The contractor agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968, as amended; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The contractor agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, age, religion, sex, sexual orientation, national origin, veteran status, genetic information, 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 contract.

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

Notice to Vendor:

Line	Material No. ---------- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1	11505 PS00000640	ASPHALTIC MIXTURE,F/HOT APPL,REGULAR DOTD MS Spec 164-002, revised 7/16/2020, Asphaltic Mixture must be from the Approved Materials List (AML) for Aggregates and the Approved Materials List (AML) for Asphaltic Material PLANT LOCATION: Bossier City, LA PRODUCER/SUPPLIER CODE: PS00000640	30121500	TON	75.00000	
8	11506 PS00000640	ASPHALTIC MIXTURE,F/HOT APPL,PG70-22M Polymer Modified, DOTD MS Spec 164-004, revised 12/20/2017, Asphaltic Mixture must be from the Approved Materials List (AML) for Aggregates and the Approved Materials List (AML) for Asphaltic Material PLANT LOCATION: Bossier City, LA PRODUCER/SUPPLIER CODE: PS00000640	30121500	TON	81.00000	
15	11507 PS00000640	ASPHALTIC MIXTURE,F/HOT APPL,PG76-22M Polymer Modified, DOTD MS Spec 164-004, revised 12/20/2017, Asphaltic Mixture must be from the Approved Materials List (AML) for Aggregates and the Approved Materials List (AML) for Asphaltic Material PLANT LOCATION: Bossier City, LA PRODUCER/SUPPLIER CODE: PS00000640	30121500	TON	85.00000	

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 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

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.