



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: 2023
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:Yes

Contract number: 4400025273
Description: DOTD Asphaltic Mixture F/Hot Application

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
09/01/2022 - 02/28/2023

Buyer Information

Name: TARAH GREGG
Tel Number: 225-379-1417
Email: tarah.gregg@la.gov

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, 2022 and ending February 28, 2023.

Attached is a copy of:

- Approved Materials List: Aggregates
- Approved Materials List: Asphaltic Materials
- MS Spec 164-002, Revised 7/16/2020 – Asphaltic Mixtures for Hot Application
- MS Spec 164-004, Revised 12/20/2017 – Polymer Modified Asphaltic Materials

PRE-QUALIFICATION:

Bidder's plant for supplying Asphaltic Mixture for Hot Application must be certified by the Department prior to award. After award of the contract, it will be the responsibility of each District to make sure the bidder'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 agrees to guarantee the following:

1. The supplies delivered are free from defects in design and construction.
2. The supplies are the manufacturer's standard design and construction and that no changes or substitutions have been made in the items listed in contract.

Recommending Approval: _____

Approved by: _____

Contract number: 4400025273 T Number:	Vendor: 310001649 Distributor Contract: NO	Page 2 of 7
--	---	----------------

The contractor holds and saves the State, its officers, agents, and employees harmless from liability of any kind, from any claims, suites, costs, or penalties for infringement or use of licensed or patented products 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, at no cost to the Department, all defective materials or supplies delivered under the contract. All transportation charges covering return and replacement shall be paid by the contractor.

Any material that fails to conform to any part of the specifications shall result in rejection of the material supplied, whether said failure is noted upon delivery, during testing, or in the field at an installation site.

SPECIAL INSTRUCTIONS:

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 prices, terms and conditions for the life 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 discretion as to 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.

Note: 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.

Aggregates must be from an approved source listed on Approved Materials List: Aggregates.

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

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.

Discounts will be accepted but will not be considered in determining low bidder.

MATERIAL AVAILABILITY:

The successful bidder(s) 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 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. Each Purchase order will state an actual or estimated quantity that is required and all other pertinent data necessary for the contractor. In no event shall material be supplied without proper authorization.

Contract number: 4400025273 T Number:	Vendor: 310001649 Distributor Contract: NO	Page 3 of 7
--	---	----------------

INVOICES:

At the time of pick-up, the contractor is to make a receipt on his own form showing complete description, the exact quantity supplied, unit price and extension. Such receipt must make reference to the Purchase Order Number.

Upon 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 material was supplied.

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 <https://www.doa.la.gov/doa/osrap/vendor-information/>

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 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 a thirty (30) day written notice to the DOTD Procurement Director.

All orders supplied in accordance with the specifications, terms and conditions of the contract prior to the effective date of any 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.

Guarantees shall apply to all items delivered prior to termination.

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.

Contract number: 4400025273 T Number:	Vendor: 310001649 Distributor Contract: NO	Page 4 of 7
--	---	----------------

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.

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.

Notice to Vendor:

Line	Material No. Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1	11505 Bossier City, LA/ APS0000064 0	ASPHALTIC MIXTURE,F/HOT APPL,REGULAR REGULAR HOT MIX MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 164-002, REVISED 7/16/2020 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR AGGREGATES AND THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIAL PLANT LOCATION: Bossier City PRODUCER/SUPPLIER CODE: PS00000640	30121500	TON	110.00000	
7	11506 Bossier City, LA/ APS0000064 0	ASPHALTIC MIXTURE,F/HOT APPL,PG70-22M POLYMER MODIFIED HOT MIX MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 164-004, REVISED 12/20/2017 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR AGGREGATES AND THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIAL PLANT LOCATION: Bossier City PRODUCER/SUPPLIER CODE: PS00000640	30121500	TON	116.00000	

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
13	11507 Bossier City, LA/ APS0000064 0	<p>ASPHALTIC MIXTURE,F/HOT APPL,PG76-22M</p> <p>POLYMER MODIFIED HOT MIX MUST MEET THE REQUIREMENTS OF DOTD MS SPEC 164-004, REVISED 12/20/2017 AND USE APPROVED PRODUCTS FROM THE APPROVED MATERIALS LIST (AML) FOR AGGREGATES AND THE APPROVED MATERIALS LIST (AML) FOR ASPHALTIC MATERIAL</p> <p>PLANT LOCATION: Bossier City</p> <p>PRODUCER/SUPPLIER CODE: PS00000640</p>	30121500	TON	118.00000	

Contract number: 4400025273 T Number:	Vendor: 310001649 Distributor Contract: NO	Page 6 of 7
--	---	----------------

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

Contract number: 4400025273 T Number:	Vendor: 310001649 Distributor Contract: NO	Page 7 of 7
--	---	----------------

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.