LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

Office of Management & Finance
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John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary
Barry D. Keeling, Undersecretary

August 13, 2019

Asphalt Products Unlimited, Inc.
4675 Interstate Hwy.
Port Allen, LA 70767

Subject: First Renewal of Contract No. 4400015707
For DOTD Liquid Asphalt

Dear Mr. Steele Yeargain,

The Department of Transportation and Development has accepted your decision to renew the referenced contract for an additional twelve (12) month period, at the same prices, terms, conditions, and original specifications effective **November 1, 2019** through **October 31, 2020** or until such time as the Department informs you, by a thirty (30) day written notice, that this contract will be cancelled. This renewal is in accordance with the terms of the original contract effective November 1, 2018 through October 31, 2019 and the provisions of the original bid.

An official Purchase Order will be issued at the time shipment of item(s) is desired; however, no quantities are guaranteed.

If you have any questions concerning the above, please contact Tiffany Lambert at (225) 379-1410.

Sincerely,

Charlotte Garrison

Charlotte Garrison, CPPB
DOTD Procurement Director

CG/JF/tl
Enclosure
Contract No. 4400015707

STATE OF LOUISIANA
Competitive Contract

Vendor: 310007311
Company
ASPHALT PRODUCTS UNLIMITED INC
4675 INTERSTATE HWY
PORT ALLEN LA 70767
Phone : 225-346-0836
Fax : 225-346-0838

T Number:
Version: C1
LAPS Contract: No
Fiscal Year: 2019
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: 4400015707
Description: DOTD Liquid Asphalt

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
11/01/2018 - 10/31/2020

Supplier Text: Delivery ARO: As Needed

First Renewal of the annual Contract to furnish labor, materials, and services required to produce Liquid Asphalt, which is acceptable to the Department of Transportation and Development. Contract is for a period of twelve (12) months beginning November 1, 2019 and ending October 31, 2020. Original contract period was November 1, 2018 through October 31, 2019.

SPECIFICATIONS:
Cutback and Anionic Liquid Asphalt (Material Masters 11501 and 11503) furnished under this contract must be in accordance with the 2016 Louisiana Standard Specifications for Roads and Bridges Book, Section 1002. Cationic Liquid Asphalt (Material Master 11504) furnished under this contract must be in accordance with DOTD Specification No. MS 158-001, Revised 9/4/18. Asphaltic materials must be from an approved source listed on Approved Materials List: Asphaltic Materials. A copy of the approved materials list is attached for your reference.

PERFORMANCE:
Materials failing to meet the specifications will be paid for according to the price adjustment schedule listed in the 2016 Louisiana Standard Specification for Roads and Bridges Book or MS 158-001, revised 9/4/18 as applicable.

If material does not meet specifications at the point of delivery, the pay schedule given in the specification will apply, provided the material performs satisfactorily.

If performance of the material is not satisfactory, the Department will bill the contractor for materials such as

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

aggregate, labor, equipment and clean-up costs, or any cost necessary to correct deficiency detected by the Department.

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.

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 price, terms and conditions for the period of the contract beginning November 1, 2018 and ending October 31, 2019 and extended November 1, 2019 through October 31, 2020.

The successful bidder must supply at bid price quantities as ordered whether the total of such quantities are more or less than the quantities shown on the solicitation.

At the option of the Department of Transportation and Development and acceptance by the contractor, this contract may be extended for one(1) additional twelve (12) month period at the same prices, terms and conditions. Contract may not exceed thirty-six (36) months.

Prior to exercising the Department's option to extend the contract, the Department will determine if an extension is in the best interest of the Department, taking into consideration current market trends, cost factors, price comparison with similar service in other states and various other factors as determined by the DOTD Procurement Director.

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 Louisiana 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 reduction 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.

PRICES:
All prices on Tank Truck deliveries shall be FOB destination. All prices quoted shall be in the unit of measure as shown on the RFx and shall remain firm for the contractual period.

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.

It shall be understood that prices bid herein shall be based on furnishing minimum truck loads. Orders for less

than minimum loads shall be delivered in minimum tonnage equipment available to the contractor. In the event that less than minimum loads are delivered, any additional freight charges occasioned thereby shall be invoiced separately, referenced against the applicable purchase order, and submitted with a copy of the prepaid freight bill from the carrier.

In the event of an unloading delay caused by the carrier or contractor, free unloading time will begin when the Department begins unloading. In the event delivery is made prematurely, free unloading time will begin at the designated time set in placing the order.

A. Should it be necessary for any reason to withhold unloading of asphalt material until sample tested, demurrage will be to the contractor's account.

B. All demurrage charges shall be invoiced separately and a copy of the trucker's delivery ticket or certificate showing the in time and out time and the reason for each delay signed by the DOTD representative must be attached to the invoice. Two copies of this ticket should be left at point of delivery.

MATERIAL AVAILABILITY:
The successful bidder will be required to have on hand or immediately available an adequate supply of Liquid Asphalt 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.

ORDERING AND PENALTY CHARGE:

The contractor must make deliveries against purchase orders issued by the District, using a Certificate of Asphalt Delivery form.

All orders for delivery of asphalt must be placed no later than 2:00 P.M. the day before delivery is to be made. The contractor must confirm delivery will be made to the District, at the specified time or advise if unable to make delivery no later than 4:00 P.M. the day the order is placed. However, contractor must be able to make delivery within twenty-four (24) hours of the specified delivery time unless cancellation of delivery is required by the District.

In the event confirmed deliveries are not made on schedule, the Department shall allow a two (2) hour waiting period, after which a charge of $25.00 per each half hour delay, or fraction thereof, shall be assessed the contractor.

In the event the contractor cannot make delivery within twenty-four (24) hours of the specified delivery time, the Department may then exercise its option to purchase the asphalt off the open market and charge the difference in the contract price and the actual cost back to the contractor.

Scheduled delivery time as well as in time and out time must be shown on the trucker's delivery ticket in the event of a delay.

INVOICES:
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.

Upon delivery, and its acceptance by the Department, the contractor shall bill the Department by means of an

invoice. Invoice shall make reference to the Purchase Order Number on which delivery was made.

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.

STANDARD METHODS OF MEASUREMENT:
The method of measurement and the printed weight tickets to be furnished by the contractor shall be in accordance with the Department of Transportation and Development, Office of Highways, Engineering Directives and Standards Manual, Part No. IV 1.1.5 which reads, in part as follows: Asphalt cement, cutback asphalt and emulsified asphalts, when the unit of measure is "gallon", measurement will be made in accordance with Subsection 109.01 of the Standard Specifications; however, the vendor will be required to furnish a printed ticket with the tare weight and the loaded weight of the vehicle from either a certified public scale, or vendor's scale certified by a competent scales firm, or a State agency. Railroad weight tickets showing the same information will be acceptable.

The net weight of the material will be converted to gallons at 60° F, using weights/gallon determined for various products by the Materials Section.

In case of a breakdown of the printing mechanism, shipments may be continued by transcribing the actual weights obtained manually if the vendor requests permission from the DOTD Procurement Director, who will advise the Department's District Engineer.

In the event of a breakdown of scale, shipments will be discontinued until other acceptable arrangements can be made with the DOTD Procurement Director. District Engineer will be advised of any arrangements in advance.

SAMPLING AND ACCEPTANCE:
All Asphalt shall be sampled and accepted in accordance with the standard method of sampling asphaltic material as outlined in the Department's Sampling Manual.

PAYMENTS:
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.

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources, DOTD strongly encourages vendor 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 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 placed 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 ordered 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.

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.

PRODUCER/SUPPLIER CODE: APS00000330

Notice to Vendor:

Line	Material No. ---------- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1	11501	ASPHALT,CUTBACK,MC-30 2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST F.O.B. Plant Location: Port Allen, LA	30121600	GAL	4.75000	
2	11501	ASPHALT,CUTBACK,MC-30	30121600	GAL	5.25000	

Line	Material No. ---------- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST Orleans Parish				
3	11501	ASPHALT,CUTBACK,MC-30 2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST Jefferson Parish	30121600	GAL	5.25000	
4	11501	ASPHALT,CUTBACK,MC-30 2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST Lafourche Parish	30121600	GAL	5.25000	
5	11501	ASPHALT,CUTBACK,MC-30 2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST St. Charles Parish	30121600	GAL	5.25000	
6	11501	ASPHALT,CUTBACK,MC-30 2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST Terrebonne Parish	30121600	GAL	5.25000	
7	11503	ASPHALT,EMULSIFIED,ANIONIC,SS-1H 2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST F.O.B. Plant Location: Port Allen, LA	30121600	GAL	3.95000	

Line	Material No. ---------- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
8	11503	ASPHALT,EMULSIFIED,ANIONIC,SS-1H 2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST Orleans Parish	30121600	GAL	3.95000	
9	11503	ASPHALT,EMULSIFIED,ANIONIC,SS-1H 2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST Jefferson Parish	30121600	GAL	3.95000	
10	11503	ASPHALT,EMULSIFIED,ANIONIC,SS-1H 2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST Lafourche Parish	30121600	GAL	3.95000	
11	11503	ASPHALT,EMULSIFIED,ANIONIC,SS-1H 2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST St. Charles Parish	30121600	GAL	3.95000	
12	11503	ASPHALT,EMULSIFIED,ANIONIC,SS-1H 2016 LA. STD. SPECS FOR ROADS AND BRIDGES, SECTION 1002, MUST BE LISTED ON APPROVED MATERIALS LIST Terrebonne Parish	30121600	GAL	3.95000	
13	11504	ASPHALT,EMULSIFIED,CATIONIC,CRS2,RAPID	30121600	GAL	3.95000	

Line	Material No. ---------- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		SET, DOTD MS SPEC 158-001, REV. 9/4/18 F.O.B. Plant Location: Port Allen, LA				

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 EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, 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.