

# **STATE OF NORTH CAROLINA**

**Department of Transportation**

**Invitation for Bid #: 54-RC-11977983**

**Aggregate, No. 78 M**

**Date Issued: March 25, 2021**

**Bid Opening Date: April 12, 2021**

**At 2:00 PM ET**

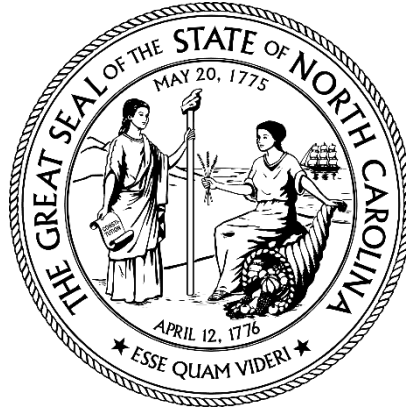
**Direct all inquiries concerning this IFB to:**

Roy Clark

Procurement Specialist III

Email: [rclark1@nc.gov](mailto:rclark1@nc.gov)

Phone: 919-707-2623



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**54-RC-11977983**

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For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's eVP (Electronic Vendor Portal) Number or alternate identification number (e.g., Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential,** before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so shall be sufficient cause to reject your bid.**

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Vendor Name

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Vendor #

Note: For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at

<https://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA  
Department of Transportation**

<b>Refer <u>ALL</u> Inquiries regarding this IFB to:</b>  <b>Roy Clark</b> <a href="mailto:rclark1@ncdot.gov">rclark1@ncdot.gov</a> <b>919-707-2623</b>	<b>Invitation for Bids # 54-RC-11977983</b>
	<b>Bids will be publicly opened: April 12, 2021 @ 2:00 PM EST</b>
	<b>Commodity No.: 750-35 Aggregate, No 78 M</b>
	<b>Contract Type: Agency Specific</b>
	<b>Using Agency: NC Department of Transportation</b>
	<b>Requisition No.: 11977983</b>

**EXECUTION**

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that False certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**, these documents can be accessed from the [ATTACHMENTS](#) page within this document.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED**

**Late bids cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

**VALIDITY PERIOD**

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your bid is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_  
**(Authorized Representative of the Department of Transportation)**

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## 1.0 PURPOSE AND BACKGROUND

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The intent of this specification is to obtain pricing for and select a Vendor to provide delivery of Aggregate, No.78 M to the Department of Transportation, Bladen County Maintenance on an as needed basis.

This is an Agency Specific Term Contract.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of six (6) months, beginning on the date of contract award (the "Effective Date").

At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for one additional six (6) month term. The State will give the Vendor written notice of its intent whether to exercise the option no later than Thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

### 2.2 E-PROCUREMENT SOLICITATION

**ATTENTION: This is an E-Procurement solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Contract Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.5 BID QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer. **By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.**

By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's bid under the terms and conditions of this IFB.

## 2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	March 25, 2021
Submit Written Questions	Vendor	March 29, 2021 @ 12:00 pm EST
Provide Responses to Questions	State	April 5, 2021
Submit Bids	Vendor	April 12, 2021 @ 2:00 pm EST
Contract Award	State	TBD

## 2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to [rclark1@ncdot.gov](mailto:rclark1@ncdot.gov) by the date and time specified above. Vendors will enter "IFB # **54-RC-11977983** Questions" as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

## 2.6 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received. Any bid received after the bid submission deadline will be rejected.

Mailing address for delivery of bid via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
<b>BID NUMBER: 54-RC-11977983</b> Attn: Roy Clark North Carolina Department of Transportation Purchasing Section, Room 334B 1510 Mail Service Center Raleigh, NC 27699-1510	<b>BID NUMBER: 54-RC-11977983</b> Attn: Roy Clark North Carolina Department of Transportation Purchasing Section, Room 334B 1 South Wilmington St. Raleigh, NC 27601

For bids submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting bids by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.**

- a) Submit **one (1) signed, original executed** bid response to the address identified in the table above.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
- c) Copies of bid files must be provided on separate read-only flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors bidding on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

## **2.7 BID CONTENTS**

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) **Complete IFB in its entirety**, including all links, and all Addenda released in conjunction with the IFB.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES
- d) Vendor Response
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT F: HUB SUPPLEMENTAL VENDOR INFORMATION

## **2.8 ALTERNATE BIDS**

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #**54-RC-11977983** for [name of "Vendor"]". Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.



## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **CONTRACT LEAD:** Representative of the Department of Transportation identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer The Contract for the State.
- d) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- e) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- f) **IFB:** Invitation for Bids.
- g) **LOT:** A grouping of similar products within this IFB.
- h) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- i) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- j) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- k) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- l) **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture, Department of Commerce, Department of Cultural and Natural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- m) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- n) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. The goods or services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items the State reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so. All qualified bids will be evaluated, and award or awards will be based on the qualified bid(s) offering the lowest price that meets the requirements set out herein.

The State reserves the right to waive any minor informality or technicality in bids received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this IFB is under evaluation, the bidder, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION and Paragraph 30, COMMUNICATIONS BY VENDORS of the INSTRUCTIONS TO VENDORS.

### **3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

**The State will conduct an evaluation of responsive Bids, as follows:**

Bids will be received according to the method stated in section 2.7.

All bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement and submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

### **3.4 PERFORMANCE OUTSIDE THE UNITED STATES**

Vendor shall complete ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider—for purposes of evaluating proposed or actual contract performance outside of the United States and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the North Carolina General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department exercising its discretion to reject a bid in its entirety.

### 4.0 REQUIREMENTS

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This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section and as otherwise stated in this IFB. If a Vendor is unclear about a requirement or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period.

#### 4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees.

#### 4.2 PRODUCT IDENTIFICATION

##### SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State’s best interest.

#### 4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

##### **Delivery shall be made to the following destinations:**

5749 US 701 NORTH  
ELIZABETHOWN, NC 28320

##### **\*\*SPECIAL INSTRUCTIONS\*\***

1,500 TONS TO BE DELIVERED TO  
INTERSECTION OF NC 211 & BERRY LEWIS ROAD NEAR BLADENBORO NC

NCDOT CONTACT PERSON: KEVIN ROYAL (910)364-0860

MATERIAL WILL BE ACCEPTED EACH DAY, MONDAY - FRIDAY FROM 8:00AM - 4:30PM AS REQUESTED. PLEASE GIVE 24 HOUR NOTICE. ANY OTHER HALUING ARRANGEMENTS REGARDING DELIVERY MUST BE AGREED UPON BY THE DIVISION BITUMINOUS SUPERVISVISOR AND THE CONTRACTOR THAT IS AWARDED THIS CONTRACT.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

## 5.0 PRODUCT SPECIFICATIONS

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All material covered by this bid shall conform to the requirements in the North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures:

<https://connect.ncdot.gov/resources/Specifications/StandSpecLibrary/2018%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>

Quantities are estimates only and are not guaranteed. It shall be understood and agreed that any purchase order issued during the contract period could be for more or less than the stated quantities.

### GENERAL TERMS AND CONDITIONS FOR AGGREGATE

- The successful bidder must be on the department's comprehensive approved products list for Coarse and Fine Aggregates and comply with the requirements of sections 1005, 1008, 1010 and 1012 of the 1995 "Standard Specifications for Roads and Structures". Requirements shall not include Class I or II Rip Rap, Class A and B stone and fine aggregates for snow and ice control.
- Successful bidder warrants that aggregate will be available for pickup by State owned or contracted equipment at stockpile site(s) during normal work hours, at location(s) bid herein. For contracts requiring delivery of aggregate by successful bidder, delivery shall be made in accordance with the delivery schedule requested by the State, as long as a minimum of three (3) working day notice is given successful bidder. Should the successful bidder fail to perform as described above, the bidder may be held in default of contract, the aggregate purchased from another supplier, the bidder charged the difference in price, and removed from bidding on future requirements.
- Individual orders placed under the resulting contract or the contract may be canceled if deemed to be in the best interest of the State.
- The 'Producer' of aggregate furnished pursuant to this contract shall comply with the 'Mining Act of 1971' (G.S. 74-76. The Department of Transportation reserves the right to refuse delivery of aggregate and/or to cancel this contract upon receipt of information of the failure of the supplier to comply with the Act. In the case of termination, the supplier will be paid for aggregate provided under the contract prior to termination. The supplier will have no remedy should the contract be terminated for non-compliance with the Act.

## 6.0 CONTRACT ADMINISTRATION

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### 6.1 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.**

### 6.2 DISPUTE RESOLUTION

During the performance of the contract, the parties must agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.3 PRODUCT RECALL**

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

### **6.4 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

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**ATTACHMENT A: PRICING FORM**

**FURNISH AND DELIVER: Quantities are estimated and not guaranteed.**

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	5000	TON	<p style="text-align: center;"><b>Aggregate, No 78 M</b></p> <p>THIS MATERIAL SHALL BE A 78M MATERIAL MADE FROM A SLATE MATERIAL AND NOT A SHALE MATERIAL.</p>	\$ _____	\$ _____

**TOTAL EXTENDED PRICE: \$ \_\_\_\_\_**

<b>Quarry or Pit from which aggregate will be furnished</b>	
<b>Quarry Name</b>	
<b>Quarry Location</b>	

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**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/documents/vendor-forms>

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**ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-General-Terms-and-Conditions\\_12.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_12.2020.pdf)

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**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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The Location of Workers Utilized by Vendor associated with this IFB is a separate document that is captioned **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Location-of-Vendors-Located-Outside-the-United-States\\_01.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Vendors-Located-Outside-the-United-States_01.2020.pdf)

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**ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**

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The Certification of Financial Condition associated with this IFB is a separate document that is captioned **ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION** and can be found at the following link:

<https://files.nc.gov/ncdoa/pandc/OnlineForms/CERTIFICATION-OF-FINANCIAL-CONDITION.pdf>

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**ATTACHMENT F: HUB SUPPLEMENTAL SUPPLIER INFORMATION**

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The Historically Underutilized Businesses (HUB) Supplier Information associated with this IFB is a separate document that is captioned **ATTACHMENT F: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_HUB-Supplemental-Vendor-Information\\_9.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2020.pdf)