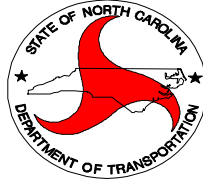


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 11

CONTRACT PROPOSAL

WBS ELEMENT NUMBER: TBD CONTRACT: 11-00-080
ROUTE: N/A COUNTY: Surry
DESCRIPTION: Supply Grain Straw Mulch to NCDOT Elkin Roadside Environmental Field Office

BID OPENING: July 5, 2012 @ 10:00 AM

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER _____ N.C. CONTRACTOR'S LICENSE NUMBER _____

ADDRESS OF BIDDER _____

RETURN BIDS TO:

QUOTE NO: 11-00-080 – ELKIN GRAIN STRAW
N.C. DEPARTMENT OF TRANSPORTATION
JOE L. LAWS, PE, DIVISION PROJECT MANAGER
801 STATESVILLE ROAD
P.O. BOX 250
NORTH WILKESBORO, NORTH CAROLINA 28659

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 801 STATESVILLE ROAD, P.O. BOX 250, NORTH WILKESBORO, NORTH CAROLINA 28659 BY 10:00 AM ON JULY 5, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTE NO: 11-00-080 – ELKIN GRAIN STRAW

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**JOE L. LAWS, PE, DIVISION PROJECT MANAGER
N.C. DEPARTMENT OF TRANSPORTATION
P.O. BOX 250
801 STATESVILLE ROAD
NORTH WILKESBORO, NORTH CAROLINA 28659**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 of the *2012 Standard Specifications for Roads and Structures*. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

DIVISION CONTRACT

Provisions

SCOPE OF CONTRACT

To obtain contract proposals for supplying high quality grain straw mulch to the North Carolina Department of Transportation (NCDOT), Division 11. This request is for delivery of the material to one location within the NCDOT Highway Division, with the cost of the material, delivery, and all other associated costs included in the bid price.

It shall be noted that the quantities shown herein are estimates only and are submitted merely as a guide. It shall be understood and agreed that the State shall not be obligated to purchase in excess of actual requirements.

The State reserves the right to award all, part, or none of this proposal by individual quotes or the best overall bidder, whichever is deemed in the State's best interest. NCDOT is exempt from North Carolina sales tax.

Delivered material not meeting specifications shall be removed at the vendor's expense. The State reserves the right to terminate the contract at any time during the contract, and remove from future bid lists any vendor whose performance is consistently substandard based on non-compliance with the contract specifications, as determined by a Division representative. Examples of non-compliance include delivering wet or molded straw, infested with insects, contaminated with plant pests such as red imported fire ants, witchweed, or other noxious weeds and/or without NCDA certificates or permits; or violation of any other requirements or stipulations in the contract.

PREPARATION AND SUBMISSION OF BIDS

The entire bid proposal package, properly signed and executed, must be returned in order for the bid to be considered as responsive. **Incomplete proposal packages may be considered unresponsive.** Bid proposals shall be completed in ink and any corrections shall have one strike through with the correction initialed by the bidder.

All bids shall be prepared and submitted in accordance with Section 102-8 of the *Standard Specifications* and the "Instructions to Bidders" contained herein except the following provisions:

Computer bid preparation in accordance with Section 102-9 of the *Standard Specifications* will not be allowed. All unit bid prices shall be carried to at least two (2) decimal places. **No bid bond or bid deposit will be required.**

If you can not furnish the requested quantities, cross out the typed figure and indicate the quantity you can offer. Quotations without prices figured per ton and without bidder's signature will not be considered.

SPECIFICATIONS FOR GRAIN STRAW MULCH

It is the intent of these specifications to purchase (industry standard #1 grade) grain straw mulch which meets the specifications herein:

- A. Grain straw mulch originating in counties regulated for imported fire ant (*Solenopsis invicta*), witchweed (*Striga asiatica*), or other noxious weeds shall be accompanied with a certificate or permit issued by the North Carolina Department of Agriculture (NCDA) or the United States Department of Agriculture (USDA). An official verification will be issued by NCDA/USDA when mulch shipments originate in non-regulated counties to document the plant pest status of the county. Information on how to secure the permits/certificates or official verifications may be obtained from the NCDA at 1-800-206-9333. Shipments of mulch found to be moving without certificates/permits or found to be infested with a plant pest may be placed under stop sale and returned to the shipper at his expense, treated at shipper expense under the direction of the NCDA/USDA, or destroyed. Any contamination of the NCDOT storage facilities and/or rights-of-way by plant pests or other contaminants will become the contractor's responsibility for cleanup and/or deposition. Any inconsistencies or falsification of information will result in the immediate termination of the contract.

Prior to the delivery of each mulch shipment, the vendor must contact the NCDA to obtain current plant pest quarantine requirements for the county where the mulch originates. In cases where multiple shipments may be forthcoming, the NCDA may establish a compliance agreement to permit multiple shipments under a single certificate/permit. Failure to secure applicable certificates/permits/official verifications; or the incidence of quarantine violations, may result in cancellation of the contract and removal from future bid lists.

Note: Failure to complete the following "product questionnaire" and return it with your bid will result in bid rejection.

The undersigned signature verifies that all specifications and requirements for the Plant Pest Quarantine have been read, understood and agreed upon. It shall also be understood that failure to comply with the contractual agreements may result in cancellation of the contract and removal from future bid lists.

County(ies) from which the grain straw mulch used to fulfill this agreement may originate:

Is the point of origin within this county in a quarantine area? (for more information contact the NCDA 1-800-206-9333.)

County	(circle one)
_____	yes no
_____	yes no
_____	yes no
_____	yes no

(Note: If mulch is obtained from county(ies) other than the ones listed above after execution of this bid, the vendor must check the quarantine status with the NCDA at 1-800-206-9333 and obtain appropriate permits or certifications.)

Company Name: _____

Address: _____

Telephone Number: _____

Print Your Name/Title: _____

Signature: _____

- B. Material is to be free of foreign plant material including weeds and other grasses.
- C. All certified weight tickets shall indicate Empty, Gross, and Net weights and be turned in to the Division Roadside Environmental Engineer/Supervisor at the time of delivery. Any certified weight tickets which are dated more than 7 days prior to delivery shall not be accepted, unless re-weighed.
- D. Big rolls are not acceptable to fulfill this contract.
- E. Bales shall not be tied with wire.
- F. Bales shall weigh between forty (40) lbs. and sixty-five (65) lbs. Bales weighing outside these limits shall be rejected.

SPECIFICATIONS FOR CONTRACT PROPOSALS

Material To Be Delivered To NCDOT Highway Division

Material shall meet all of the above specifications. Material shall be priced per ton, and is to be delivered to the Elkin facility located at 120 Northwood Road, Elkin, NC, with all transportation charges prepaid and included in the bid price. Upon award the successful vendor shall coordinate delivery with the Division Roadside Environmental Engineer.

The contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations governing safety and shall provide all safeguards needed on his own responsibility. All deliveries are to be made within 5 working days following notification by a NCDOT representative. A 48 hour notice is required to the Roadside Environmental Engineer/Supervisor before actual delivery is made.

Delivery shall be on a request basis only. The contractor will be responsible for off-loading delivery vehicles and stacking mulch between the hours of 8:00 a.m. and 2:30 p.m. during normal working days. In lieu of unloading and stacking, delivery may be accepted in an enclosed trailer to be left at a designated NCDOT location and unloaded by State forces as needed. **However, no wet or molded grain straw will be accepted under any circumstance.**

TERMS AND CONDITIONS

ACCEPTANCE AND REJECTION: The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid.

SAFETY: All items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA).

AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from successful bidder as provided by law, without expense to the State. Any deviation from the specifications such as delivery of poor quality material, insect contamination and/or other conditions deemed non-compliance with the specifications may result in immediate cancellation of the contract. The Roadside Environmental Unit or agents thereof in conjunction with the Purchasing Division of NCDOT will render compliance/non-compliance decisions based on vendor performance.

ADVERTISING: In submitting this proposal, bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the Department of Transportation Purchasing Section.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders are to furnish all information requested and in the spaces provided on the bid/quotation form. Further, as may be specified elsewhere, each bidder must submit with his proposal cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids/quotations which do not comply with these requirements may be subject to rejection.

LIST OF BIDDERS: Prospective bidders may be included on or removed from bid lists according to provisions of the North Carolina Administrative Code Section 5B.0302.

AVAILABILITY OF FUNDS: Any and all payments of compensation of this specific transaction, its continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the Agency for the purpose set forth in this agreements. (NCGS 143-34.2)

GOVERNING LAWS: All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina and the current North Carolina Department of Transportation Standard Specifications for Roads and Structures.

ADMINISTRATIVE CODE: Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION **BID FORM**

LOCATION: Elkin Roadside Environmental Field Office

Contract Number: 11-00-080

DESCRIPTION: Contractor agrees to furnish NCDOT with grain straw mulch per specifications and deliver to the above-mentioned location in accordance with specifications outlined in this contract for the following price:

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Grain Straw Mulch	25	TON		

TOTAL BID FOR PROJECT: \$ _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

**AFFIX CORPORATE
 SEAL HERE**

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.

Reviewed by _____ *(date)* _____

Accepted by NCDOT _____ *Division Engineer* _____ *(date)* _____

NON COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, no any official agent, or employee of the bidder has entered into any agreement, restraint of free competitive bidding in connection with this bid.

NAME OF CONTRACTOR: _____

SIGNATURE OF CONTRACTOR: _____

NOTE: AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to me this the _____
day of _____ 2012.

NOTARY SEAL

(SIGNATURE OF NOTARY PUBLIC)

Of _____ County

State of _____.

My Commission Expires _____.