



North Carolina Department of
PUBLIC SAFETY

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT

Invitation for Bid #: 19-IFB-1760151794-PTW

Private Road and Bridge Reconstruction - Hurricane Helene

Date Issued: December 8, 2025

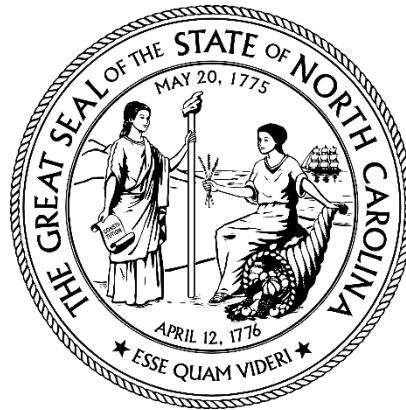
Bid Opening Date: January 9, 2026

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Tim Pendergrass

Procurement Specialist III



STATE OF NORTH CAROLINA

Invitation for Bid:

19-IFB-1760151794-PTW

For internal state agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) 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 may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP. If you do not have a Vendor number, register at <https://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY**

<p>Refer <u>ALL</u> Inquiries regarding this IFB to: Tim Pendergrass</p> <p>All correspondence with vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (only) based on the schedule in Section 2.6</p> <p>Using Agency: Emergency Management</p>	<p>Invitation for Bid #: 19-IFB-1760151794-PTW</p> <hr/> <p>Bids will be publicly opened: January 9, 2025 @ 2:00 PM ET</p> <p>Meeting ID: 283 113 101 786 65 Passcode: Qj2CZ94n</p> <hr/> <p>Commodity # and Description: 721410 Highway and Construction Services</p>
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EXECUTION

In compliance with this Invitation for Bid (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.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 incorporated below**. These documents can be accessed from the Ariba Sourcing Tool.

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:

Bid Number: 19-IFB-1760151794-PTW

Vendor: _____

PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded on date of _____ as indicated, by _____. (Authorized Representative of Department of Public Safety)</p>
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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety, Division of Emergency Management (NCEM) is soliciting Bids to acquire the services of a qualified Vendor(s) to enter into a contract with NCEM for the replacement of a private bridge and roadway approaches on Site# 044-01-cdc5b on Jade Drive over Turkey Creek in Haywood County, Site# 100.01.00202 on South Face Lane over the Cane River in Yancey County, Site # 100-01-00206 on Timeless Lane over the Cane River in Yancey County and Site# 001-01-00403 Ivey Baptist Rd over Ivy Creek in Buncombe County.

This initiative is intended to enable the safe and timely restoration of this private access route to homes and communities, ensuring essential access and connectivity for both residents and emergency services. This is a multi-jurisdiction solicitation; however, NCEM will contract directly with the awarded Vendor.

Pursuant to NCGS 166A-19.12(13), NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides hazard event assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b. As the Recipient, the Public Assistance Section of NCEM "receives funding under the hazard event declaration and disburses funding to approved subrecipients." Pursuant to 44 C.F.R §206.222, Applicants for Public Assistance include:

- a) State and local governments.
- b) Private non-profit organizations or institutions which own or operate a private nonprofit facility as defined in § 206.221(e).
- c) Indian tribes or authorized tribal organizations and Alaska Native villages or organizations, but not Alaska Native Corporations, the ownership of which is vested in private individuals.

The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors which will offer savings to the State and confirm, through Vendors' submission of bids, its ability to meet the State's needs.

The contract resulting from this IFB is mandatory for State departments and most State Agencies, and by State higher education institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

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

The intent of this solicitation is to award Statewide Term Contract.

1.1 CONTRACT TERM

The Contract shall begin on the date of final Contract execution (the "Effective Date"). Work shall begin no later than fifteen (15) day after notice to proceed, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is no later than **January 14, 2027**.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General 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, or issues regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. 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 the process of negotiations under 01 NCAC 05B.0503, 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 that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. 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 unless expressly agreed to during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

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	December 8, 2025
Mandatory Pre-Bid Conference	State	December 19, 2025 @ 10:00 AM, ET Microsoft Teams Need help? Join the meeting now Meeting ID: 251 285 978 701 26 Passcode: 8VJ9uG3Z Dial in by phone +1 984-204-1487,,474740015# United States, Raleigh Find a local number Phone conference ID: 474 740 015# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 115 001 970 8
Submit Written Questions	Vendor	December 22, 2025, by 2:00 PM ET
Provide Responses to Questions	State	December 30, 2025
Submit Bids	Vendor	January 9, 2026, by 2:00 PM ET Microsoft Teams Need help? Join the meeting now Meeting ID: 283 113 101 786 65 Passcode: Qj2CZ94n Dial in by phone +1 984-204-1487,,226619611# United States, Raleigh Find a local number Phone conference ID: 226 619 611# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 115 205 352 0
Intended Contract Award	State	To be determined

2.5 MANADATORY PRE-BID CONFERENCE

Mandatory Pre-Bid Conference

Date: December 19, 2025
 Time: 10:00 AM EST
 Location: Microsoft TEAMS
 Contact: Tim Pendergrass
 Contact #: 919-324-6476
tim.pendergrass@ncdps.gov

Instructions: In order for all prospective Vendors to have extensive knowledge of this IFB, all prospective Vendors shall attend the mandatory pre-bid conference. Submission of a bid shall constitute sufficient evidence of Vendor’s

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Vendor: _____

compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

The pre-bid conference will include a thorough discussion of plans, contract pay items, special provisions, etc.

Only vendors who have attended and properly registered and who have met all other prequalification requirements will be considered prequalified to bid. A bid received from a vendor who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The Vendor signed his/her name on the official roster no later than ten (10) minutes after the above noted time for the beginning of the conference.
- (B) The Vendor has written in the name and address of the company he or she represents in the chat.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

Vendor is cautioned that any information released to attendees during the pre-bid conference, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered as a part of this IFB and any resulting contract.

2.6 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 "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # 19-IFB-1760151794-PTW Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM EST.

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 Sourcing Tool in the form of an addendum 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.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.

- c) Vendor Response:
 - a. Section 4.10 Secretary of State Registration
 - b. Section 6.1 Contract Manager and Customer Service
 - c. Section 6.2 Support Questionnaire and Emergency Contact
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- i) Completed and signed version of ATTACHMENT I: EMERGENCY MANAGEMENT ADDITIONAL MANDATORY PROVISIONS
- j) NON-Collusion, Debarment and Gift Ban Certification

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and must include specific pricing. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #19-IFB-1760151794-PTW [for 'name of Vendor']". Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. 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.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor, 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.

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Vendor: _____

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

Bidders may submit proposals on one (1) or more of the project sites listed in Section 5.0, Scope and Work Specifications.

The bidders submitting the lowest bids on Bridge Replacement Contracts shall each be deemed the low bidder for their respective contracts and may be considered for award individually.

In determining the low bidder, the Department will make such determination as to result in the best advantage to the State, which may include consideration of the most beneficial combination of proposals.

The procedures set forth herein are for the purpose of determining the low bidder only and shall not be construed as constituting the actual award of contract.

The award of contract shall be made by the Department in accordance with its established policies and procedures and as deemed to be in the best interest of the State.

Nothing in this provision shall be construed as invalidating, amending, or superseding any rights reserved to the Department under Article 103-1 of the Standard Specifications, including, but not limited to, the right to reject any or all bids, to waive technicalities, or to act in the best interest of the State.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

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 the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. 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.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. 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 of 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 *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, 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 in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

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, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- 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 IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the contract resulting from this procurement. 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 State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification 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 in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Assembly and set-up at the State’s location shall be shown as an additional line price for each applicable item. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool with bid. The pricing provided in ATTACHMENT A: PRICING or resulting from any negotiations, is incorporated herein and shall become part of any resulting contract.

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

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

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.

4.4 DOT FEDERALLY FUNDED DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26. **Vendor shall complete ATTACHMENT H: LISTING OF DBE SUBCONTRACTORS.**

4.5 HUB PARTICIPATION (NON-FEDERALLY FUNDED PROCUREMENTS)

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Businesses program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.6 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.7 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this contract; and that entering into this contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.8 INSURANCE REQUIREMENTS MODIFICATION

SECTION 107-15 LIABILITY INSURANCE OF THE 2024 NCDOT STANDARDS SPECIFICATIONS

The Vendor shall be liable for any losses resulting from a breach of the terms of this contract. The Vendor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any subcontractor which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Vendor and that the Vendor has an opportunity to defend against such claims. The Vendor shall not be responsible for punitive damages.

The Vendor shall at its sole cost and expense obtain and furnish to the Department an original standard Association for Cooperative Operations Research and Development (ACORD) certificate of liability insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000 per

occurrence and \$5,000,000 general aggregate, covering the Vendor from claims or damages for bodily injury, personal injury, or for property damages that may arise from operating under the contract by the employees and agents of the Vendor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Vendor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Prior to beginning services, all Vendors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractor, irrespective of whether having regularly in service fewer than three employees. Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer. When required by the contract, the Vendor shall carry insurance of the kinds and in the amounts specified therein in addition to any other forms of insurance or bonds required under the terms of the contract, or any other insurance.

4.9 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.10 SECRETARY OF STATE REGISTRATION

Upon notification of award, the selected Vendor(s) shall complete registration with the NC Secretary of State and shall furnish evidence of filing to the Procurement Lead. Failure to provide proof of registration will result in the removal as a selected Vendor(s) from the contract award. Note that any prolonged (longer than ten (10) business days) notification of evidence of filing may result in a disqualification for award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a

Bid Number: 19-IFB-1760151794-PTW

Vendor: _____

certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor registered with the North Carolina Secretary of State: Yes No

NC Secretary of State Registration Number: _____

5.0 SCOPE OF WORK AND SPECIFICATIONS

The awarded Vendor(s) shall provide hazard event material and services for the replacement of a private bridge and roadway which have sustained damage or erosion as a result of declared natural disasters.

Project Site Locations

Bridge Replacement Contract No. 1 Site# 044-01-cdc5b Jade Drive over Turkey Creek in Haywood County

Bridge Replacement Contract No. 2 Site# 100.01.00202 South Face Lane over the Cane River in Yancey County

Bridge Replacement Contract No. 3 Site # 100-01-00206 Timeless Lane over the Cane River in Yancey County

Bridge Replacement Contract No. 4 Site# 001-01-00403 Ivey Baptist Rd over Ivy Creek in Buncombe County

This initiative is intended to enable the safe and timely restoration of private access routes to homes and communities, ensuring essential access and connectivity for both residents and emergency services. The below specifications and requirements are drawn around a product(s) which the State has evaluated and determined that the size, construction, design layout, special features and performance are necessary. Vendors are requested to offer only comparable products which will provide the features and performance needed and implied. Products provided to the State shall perform satisfactorily for the use designated herein and shall at least meet the criteria listed in this IFB for Hurricane Helene (Western North Carolina).

Products furnished by a Vendor shall be new, without refurbished or previously used components, manufactured with first quality materials and workmanship and generally recognized within the industry as commercially acceptable products. The State reserves the right to determine this recognition and the acceptability of the products that are proposed to be furnished under any and all awarded Contract(s) as a result of this IFB.

This solicitation applies only to products associated with the replacement of a private bridge and roadway approaches on Site# 044-01-cdc5b Jade Drive over Turkey Creek in Haywood County, Site# 100.01.00202 South Face Lane over the Cane River in Yancey County, Site # 100-01-00206 Timeless Lane over the Cane River in Yancey County, and Site# 001-01-00403 Ivey Baptist Rd over Ivy Creek in Buncombe County which sustained damage or erosion, as a result of declared natural disaster Hurricane Helene.

5.1 IMPLEMENTATION AND COMMUNICATION PLAN

The successful implementation and efficient management of work orders are crucial for an efficiently functioning contract. The Work Order, as outlined in Attachment I: NC Emergency Management Additional Mandatory Provisions, outlines the information to effectively implement and communicate the work plan needs.

WORK MAY BEGIN ONCE WORK ORDER HAS BEEN ASSIGNED AND PROGRAM MANAGER HAS APPROVED.

Work shall be accomplished in a continuous manner once the vendor begins, in accordance with the work order schedule.

5.2 SPECIFICATIONS

Specifications will be defined in the Work Plan, related to hazard event material and services to provide construction of roads and small pipe repair on private roads and accesses which sustained damage or erosion as a result of declared natural disasters, include, but are not limited to:

1. Clearing/Grading/Earthwork
2. Asphalt and stone bases and pavements
3. Erosion control
4. Slope Protection and Stabilization
5. Utility Coordination
6. Compliance with local and state permitting requirements
7. Seeding and Mulching
8. Bridge Construction

Detailed Specifications and requirements are provided in the Attachment I: Emergency Management Additional Mandatory Provisions for additional requirements. Work must meet or exceed applicable building codes and safety standards, as provided in Attachment I.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

NCDPS CONTRACT ADMINISTRATOR: A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.

State Contract Administrator: Tim Pendergrass – tim.pendergrass@ncdps.gov, 919-324-6473

NCDPS CONTRACT MANAGER: A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

Contract Manager: Kristin Moyle kristin.moyle@ncdps.gov, (984) 236-0600

6.1 VENDOR PROJECT MANAGER

The Vendor shall be required to designate and make available to the State a Project Manager. The Project Manager shall be the State’s point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

Project Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
E-mail:	

6.2 SUPPORT QUESTIONNAIRE AND EMERGENCY CONTACT

North Carolina Emergency Management is charged with responding to any emergency, man-made or natural, 24 hours a day seven days a week. This requires that the awarded Vendor(s) have personnel and the capability to

respond to order requests after hours, weekends and during holidays. All fields are MANDATORY and must be completed.

RESPONSE TIMES	VENDOR RESPONSE
Projected Response time - Initial	
Projected Response time for additional support personnel	

24 Hour Emergency and Contract Administration Contact Information		
Provide at least one 24/7 Vendor emergency contact by which orders can be placed	Name	
	Main Phone Number	
	Office Phone Number	
	Mobile Phone Number	
	Email Address	
Provide the contact for the Vendor emergency Contract Manager	Name	
	Main Phone Number	
	Office Phone Number	
	Mobile Phone Number	
	Email Address	

6.3 ELECTRONIC ORDER PROCESSING

Vendors use the NC eprocurement system for managing orders of products and services using the State’s Electronic Order Process. The State will process all orders through the NC eProcurement System, with the release of a Purchase Order. See Section 2.2 for additional details.

6.4 CONTRACT BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, may be required to meet periodically with the State for Contract Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.5 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.6 PERIODIC SPEND REPORTS

The Vendor shall be required to provide Sales Management Reports to the above designated Contract Manager on a per work order basis. This report shall include, at a minimum, information concerning:

1. Sales Report (total cost) by "work order".
2. Sales Report Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Any additional delivery charges such as specialty packaging or overnight delivery, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

Sales Management Reports shall be sent to the Contract Manager at the above indicated e-mail address per work order. Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the contract. These reports shall be well organized and easy to read. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.7 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods and Services shall be conducted and completed at least in accordance with the contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Goods and Services are approved as acceptable by the Buying Entity.

Acceptance of work products shall be based on the following criteria:

As defined in the Work Order and approved by the State Contract Manager.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.8 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices, meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed line-item information to allow Procurement Entity 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, Event Name, 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, PER SECTION

6.9 DISPUTE RESOLUTION

During the performance of the contract, the Parties 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 provision, when agreed in the contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.10 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.

6.11 POST AWARD PRODUCT SUBSTITUTION, ADDITIONS, & REMOVALS

Post-Award product substitutions are not permitted without prior written approval from the Contract Administrator. Proposed substitutions shall be of the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

The items included in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional products to the contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor but are assumed to be priced at a discount similar to what is being offered on the products listed in the IFB.

6.12 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.

6.13 TAXES

No taxes shall be included in any bid prices.

6.14 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

ATTACHMENT A: Bridge Replacement Contract No. 1 Site# 044-01-cdc5b Jade Drive over Turkey Creek in Haywood County

Line	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
1	800	MOBILIZATION	1	LS	\$	\$
2	801	CONSTRUCTION SURVEYING	1	LS	\$	\$
3	226	GRADING	1	LS	\$	\$
4	226	SUPPLEMENTARY CLEARING AND GRUBBING	1	ACR	\$	\$
5	SP	TYPE 1 BRIDGE APPROACH FILL, STATION 10+27 -L-	1	LS	\$	\$
6	520	AGGREGATE BASE COURSE	29	TON	\$	\$
7	876	RIP RAP, CLASS I	9	TON	\$	\$
8	876	GEOTEXTILE FOR DRAINAGE	20	SY	\$	\$
9	1605	TEMPORARY SILT FENCE	140	LF	\$	\$
10	1615	TEMPORARY MULCHING	0.5	ACR	\$	\$
11	1620	SEED FOR TEMPORARY SEEDING	100	LB	\$	\$
12	1620	FERTILIZER FOR TEMPORARY SEEDING	0.5	TON	\$	\$
13	1622	TEMPORARY SLOPE DRAINS	200	LF	\$	\$
14	1642	COIR FIBER WATTLER	50	LF	\$	\$
15	1660	SEEDING AND MULCHING	0.5	ACR	\$	\$
16	1660	MOWING	0.5	ACR	\$	\$
17	1661	SEED FOR REPAIR SEEDING	50	LB	\$	\$
18	1661	FERTILIZER FOR REPAIR SEEDING	.25	TON	\$	\$
19	1662	SEED FOR SUPPLEMENTAL SEEDING	50	LB	\$	\$

Line	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
20	1665	FERTILIZER TOPDRESSING	0.25	TON	\$	\$
21	1667	SPECIALIZED HAND MOWING	10	MHR	\$	\$
22	1675	RESPONSE FOR EROSION CONTROL	3	EA	\$	\$
23	402	REMOVAL OF EXISTING STRUCTURE @ STA 10+27 -L- , 25'LT.	1	LS	\$	\$
24	420	CLASS A CONCRETE	5.4	CY	\$	\$
25	425	REINFORCING STEEL	1	EA	\$	\$
26	450	PILE DRIVING EQUIPMENT SETUP FOR HP 12x53 STEEL PILES	8	EA	\$	\$
27	450	HP 12X53 STEEL PILES	160	LF	\$	\$
28	460	GENERIC STRUCTURE ITEM – 1'-5" X 1'-3" CONCRETE CURG	50	LF	\$	\$
29	430	ELASTOMERIC BEARINGS	1	LS	\$	\$
30	430	3'-0: X 1'9" PRESTRESSED CONCRETE CORED SLABS	150	LF	\$	\$
31	SP	GENERIC STRUCTURE ITEM – 3'-0" X 2'-6" PRESTRESSED CONCRETE BENT CAPS	48	LF	\$	\$

TOTAL BID FOR BRIDGE REPLACEMENT CONTRACT NO. 1 Site# 044-01-cdc5b JADE DRIVE OVER TURKEY CREEK IN HAYWOOD COUNTY:

\$ _____

ATTACHMENT A: Bridge Replacement Contract No. 2 Site# 100.01.00202 South Face Lane over the Cane River in Yancey County

Line	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
1	800	MOBILIZATION	1	LS	\$	\$
2	801	CONSTRUCTION SURVEYING	1	LS	\$	\$
3	226	GRADING	1	LS	\$	\$
4	SP	TYPE 1 BRIDGE APPROACH FILL, STATION 12+91.00 -L-	1	LS	\$	\$
5	520	AGGREGATE BASE COURSE	80	TON	\$	\$
6	876	RIP RAP, CLASS II	97	TON	\$	\$
7	876	GEOTEXTILE FOR DRAINAGE	447	SY	\$	\$
8	1605	TEMPORARY SILT FENCE	560	LF	\$	\$
9	1610	STONE FOR EROSION CONTROL, CLASS A	65	TON	\$	\$
10	1610	STONE FOR EROSION CONTROL, CLASS B	25	TON	\$	\$
11	1610	SEDIMENT CONTROL STONE	45	TON	\$	\$
12	1615	TEMPORARY MULCHING	0.5	ACR	\$	\$
13	1620	SEED FOR TEMPORARY SEEDING	100	LB	\$	\$
14	1620	FERTILIZER FOR TEMPORARY SEEDING	0.5	TON	\$	\$
15	1622	TEMPORARY SLOPE DRAINS	100	LF	\$	\$
16	1629	COIR FIBER MAT	100	SY	\$	\$
17	SP	SAFETY FENCE	260	LF	\$	\$
18	1630	SILT EXCAVATION	40	CY	\$	\$

Line	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
19	1631	MATTING FOR EROSION CONTROL	1500	SY	\$	\$
20	1632	1/4" HARDWARE CLOTH	5	LF	\$	\$
21	1639	SPECIAL STILLING BASINS	2	EA	\$	\$
22	1642	COIR FIBER WATTLE	100	LF	\$	\$
23	1642	COIR FIBER WATTLE BARRIER	154	LF	\$	\$
24	1660	SEEDING AND MULCHING	0.5	ACR	\$	\$
25	1660	MOWING	0.3	ACR	\$	\$
26	1661	SEED FOR REPAIR SEEDING	50	LB	\$	\$
27	1661	FERTILIZER FOR REPAIR SEEDING	.25	TON	\$	\$
28	1662	SEED FOR SUPPLEMENTAL SEEDING	50	LB	\$	\$
29	1665	FERTILIZER TOPDRESSING	0.25	TON	\$	\$
30	SP	IMPERVIOUS DIKE	191.00	FT	\$	\$
31	1667	SPECIALIZED HAND MOWING	10	MHR	\$	\$
32	1675	RESPONSE FOR EROSION CONTROL	13	EA	\$	\$
33	1670	REFORESTATION	0.10	ACR	\$	\$
34	SP	CONCRETE WASHOUT STRUCTURE	1	EA	\$	\$
35	SP	GENERIC EROSION CONTROL ITEM – PREFABRICATED CONCRETE WASHOUR STRUCTURE	1	EA	\$	\$

Line	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
36	402	REMOVAL OF EXISTING STRUCTURE @ STA 12+91 -L-	1	LS	\$	\$
37	450	PILE EXCAVATION IN SOIL	76	LF	\$	\$
38	450	PILE EXCAVATION NOT IN SOIL	36	LF	\$	\$
39	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION 12+91.00 -L-	1	LS	\$	\$
40	420	CLASS A CONCRETE (BRIDGE)	38	CY	\$	\$
41	425	REINFORCING STEEL (BRIDGE)	4178	LB	\$	\$
42	440	APPROX. 40,000 LBS STRUCTURAL STEEL	1	LS	\$	\$
43	450	PILE DRIVING EQUIPMENT SETUP FOR HP 12x53 STEEL PILES	8	EA	\$	\$
44	450	HP 12X53 STEEL PILES	440	LF	\$	\$
45	876	RIP RAP CLASS II (2"-0" THICK)	84	TON	\$	\$
46	876	GEOTEXTILE FOR DRAINAGE (BRIDGE)	177	SY	\$	\$
47	430	ELASTOMERIC BEARINGS	1	LS	\$	\$
48	SP	TIMBER BRIDGE DECK SYSTEM	1	LS	\$	\$
49	SP	TIMBER BRIDGE WHEEL GUARD SYSTEM	1	LS	\$	\$

**TOTAL BID FOR BRIDGE REPLACEMENT CONTRACT NO. 2
 Site# 100.01.00202 SOUTH FACE LANE OVER THE CANE RIVER IN
 YANCEY COUNTY: \$ _____**

**ATTACHMENT A: Bridge Replacement Contract No. 3 Site # 100-01-00206
 Timeless Lane over the Cane River in Yancey County**

Line	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
1	800	MOBILIZATION	1	LS	\$	\$
2	226	GRADING	1	LS	\$	\$
3	520	AGGREGATE BASE COURSE	120	TON	\$	\$
4	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	20	TON	\$	\$
5	876	RIP RAP, CLASS B	146	TON	\$	\$
6	876	GEOTEXTILE FOR DRAINAGE	613	SY	\$	\$
7	1605	TEMPORARY SILT FENCE	445	LF	\$	\$
8	1610	STONE FOR EROSION CONTROL, CLASS A	40	TON	\$	\$
9	1610	STONE FOR EROSION CONTROL, CLASS B	50	TON	\$	\$
10	1610	SEDIMENT CONTROL STONE	85	TON	\$	\$
11	1615	TEMPORARY MULCHING	0.5	ACR	\$	\$
12	1620	SEED FOR TEMPORARY SEEDING	100	LB	\$	\$
13	1620	FERTILIZER FOR TEMPORARY SEEDING	0.5	TON	\$	\$
14	1622	TEMPORARY SLOPE DRAINS	200	LF	\$	\$

Line	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
15	SP	SAFETY FENCE	260	LF	\$	\$
16	1630	SILT EXCAVATION	70	CY	\$	\$
17	1631	MATTING FOR EROSION CONTROL	7,515	SY	\$	\$
18	1629	COIR FIBER MAT	100	SY	\$	\$
19	1632	1/4" HARDWARE CLOTH	140	LF	\$	\$
20	1639	SPECIAL STILLING BASINS	2	EA	\$	\$
21	1642	FLOCCULANT	10	LB	\$	\$
22	1660	SEEDING & MULCHING	0.5	ACR	\$	\$
23	1660	MOWING	0.5	ACR	\$	\$
24	1661	SEED FOR REPAIR SEEDING	50	LB	\$	\$
25	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	\$	\$
26	1662	SEED FOR SUPPLEMENTAL SEEDING	50	LB	\$	\$
27	1665	FERTILIZER TOPDRESSING	0.25	TON	\$	\$
28	1667	SPECIALIZED HAND MOWING	10	MHR	\$	\$
29	1675	RESPONSE FOR EROSION CONTROL	25	EA	\$	\$
30	SP	CONCRETE WASHOUT STRUCTURE	1	EA	\$	\$
31	1670	REFORESTATION	0.1	ACR	\$	\$
32	420	REINFORCED CONCRETE DECK SLAB	2,265	SF	\$	\$
33	420	CLASS A CONCRETE (BRIDGE)	123.30	CY	\$	\$

Line	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
34	425	REINFORCING STEEL (BRIDGE)	17,750	LB	\$	\$
39	450	PILE EXCAVATION NOT IN SOIL	36	LF	\$	\$
35	440	APPROX 88,000 LBS STRUCTURAL STEEL	1	LS	\$	\$
36	876	RIP RAP CLASS II (2'-0" THICK)	80	TON	\$	\$
37	SP	CONSTRUCTION, MAINTENANCE & REMOVAL OF TEMP ACCESS	1	LS	\$	\$
38	876	GEOTEXTILE FOR DRAINAGE	114	SY	\$	\$
39	430	ELASTOMERIC BEARINGS	1	LS	\$	\$
40	SP	BRIDGE RAIL SYSTEM	360	LF	\$	\$

TOTAL BID FOR BRIDGE REPLACEMENT CONTRACT NO. 3
Site # 100-01-00206 TIMELESS LANE OVER THE CANE RIVER IN
YANCEY COUNTY: \$ _____

ATTACHMENT A: Bridge Replacement Contract No. 4 Site# 001-01-00403 Ivey Baptist Rd over Ivy Creek in Buncombe County

Line	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
1	800	MOBILIZATION	1	LS	\$	\$
2	801	CONSTRUCTION SURVEYING	1	LS	\$	\$
3	226	GRADING	1	LS	\$	\$
4	200	SUPPLEMENTAL CLEARING AND GRUBBING	1	ACR	\$	\$
5	520	AGGREGATE BASE COURSE	100	TON	\$	\$
6	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	20	TON	\$	\$
7	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMPORARY ACCESS CAUSEWAY I	1	LS	\$	\$
8	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMPORARY ACCESS CAUSEWAY II	1	LS	\$	\$
9	1605	TEMPORARY SILT FENCE	510	LF	\$	\$
10	1610	STONE FOR EROSION CONTROL, CLASS B	5	TON	\$	\$
11	1610	SEDIMENT CONTROL STONE	20	TON	\$	\$
12	1615	TEMPORARY MULCHING	0.5	ACR	\$	\$
13	1620	SEED FOR TEMPORARY SEEDING	100	LB	\$	\$
14	1620	FERTILIZER FOR TEMPORARY SEEDING	0.5	TON	\$	\$
15	1622	TEMPORARY SLOPE DRAINS	200	LF	\$	\$
16	SP	SAFETY FENCE	200	LF	\$	\$

Line	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
17	1630	SILT EXCAVATION	10	CY	\$	\$
18	1631	MATTING FOR EROSION CONTROL	130	SY	\$	\$
19	1629	COIR FIBER MAT	100	SY	\$	\$
20	1632	1/4" HARDWARE CLOTH	100	LF	\$	\$
21	1642	WATTLE BARRIER	8	LF	\$	\$
22	1660	SEEDING & MULCHING	0.5	ACR	\$	\$
23	1660	MOWING	0.5	ACR	\$	\$
24	1661	SEED FOR REPAIR SEEDING	50	LB	\$	\$
25	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	\$	\$
26	1662	SEED FOR SUPPLEMENTAL SEEDING	50	LB	\$	\$
27	1665	FERTILIZER TOPDRESSING	0.50	TON	\$	\$
28	1667	SPECIALIZED HAND MOWING	10	MHR	\$	\$
29	1675	RESPONSE FOR EROSION CONTROL	25	EA	\$	\$
30	SP	CONCRETE WASHOUT STRUCTURE	1	EA	\$	\$
31	SP	GENERIC EC ITEM – PREFABRICATED CONCRETE WASHOUT	1	EA	\$	\$
32	402	REMOVAL OF EXISTING STRUCTURE	1	LS	\$	\$
33	420	CLASS A CONCRETE (BRIDGE)	51.40	CY	\$	\$
34	425	REINFORCING STEEL (BRIDGE)	6,742	LB	\$	\$

Line	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
35	450`	PILE EXCAVATION IN SOIL	208	LF	\$	\$
36	450	PILE EXCAVATION NOT IN SOIL	120	LF	\$	\$
37	450	12 X 53 STEEL PILES	140	LS	\$	\$
38	450	12 X 73 GALVANIZED STEEL PILES	220	LF	\$	\$
39	430	ELASTOMERIC BEARINGS	1	LS	\$	\$
40	876	RIP RAP CLASS II (2' -0"0 THICK	243	TON	\$	\$
41	876	GEOTEXTILE FOR DRAINAGE (BRIDGE)	270	SY	\$	\$
42	430	3'-0" X 1'X9" PRESTRESSED CONCRETE CORED SLABS	650	LF	\$	\$
43	SP	BRIDGE SAFETY RAIL	260.50	LF	\$	\$

TOTAL BID FOR BRIDGE REPLACEMENT CONTRACT NO. 4
Site# 001-01-00403 IVEY BAPTIST OVER IVY CREEK IN YANCEY
COUNTY \$ _____

TOTAL BID FOR BRIDGE REPLACEMENT CONTRACT NO.1, Site# 044-01-cdc5b Jade Drive over Turkey Creek in Haywood County

\$ _____

TOTAL BID FOR BRIDGE REPLACEMENT CONTRACT NO.2, Site# 100.01.00202 South Face Lane over the Cane River in Yancey County

\$ _____

TOTAL BID FOR BRIDGE REPLACEMENT CONTRACT NO.3, Site # 100-01-00206 Timeless Lane over the Cane River in Yancey County

\$ _____

Bid Number: 19-IFB-1760151794-PTW

Vendor: _____

**TOTAL BID FOR BRIDGE REPLACEMENT
CONTRACT NO.4, Site# 001-01-00403 Ivey
Baptist Rd over Ivy Creek in Buncombe
County**

\$ _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found in the Contents of the Sourcing Tool.

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found in the Contents of the Sourcing Tool.

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____ Vendor Name: _____

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? **Yes** **No**

If **yes**, provide Vendor #: _____

If **no**, does Vendor qualify for certification as HUB? **Yes** **No**

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For Goods procurements, are you using Tier 2 suppliers? **Yes** **No**

If **yes**, then provide the following information:

Bid Number: 19-IFB-1760151794-PTW

Vendor: _____

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For Services procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? Yes No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the **North Carolina Office of Historically Underutilized Businesses** at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation#: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES NO

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

- b) Specify the manner in which the resources or workers will be utilized:

2. *Where within the United States will work be performed?*

NOTES:

- 1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.

- 2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

- 3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____ Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.
Date of latest audit: _____ (If no audit within past 18 months, explain reason below)
- The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Vendor is current on all amounts due for payments of federal and state taxes and required employment- related contributions and withholdings.
- The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.
- He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature

Date

Printed Name

Title

ATTACHMENT G: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, "Disclosure Form to Report

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT H: DISADVANTAGED BUSINESS ENTERPRISE

DISADVANTAGED BUSINESS ENTERPRISE (DIVISIONS):

EM Helene(10-16-07)(Rev. 10-21-25)

102-15(J)

SP1G62

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

Committed DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

DBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

Manufacturer - A firm that owns (or leases) and operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor. A firm that makes minor modifications to the materials, supplies, articles, or equipment is not a manufacturer.

Regular Dealer - A firm that owns (or leases), and operates a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in sufficient quantities, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, concrete or concrete products, gravel, stone, asphalt and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Any supplement of regular dealers' own distribution equipment shall be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.

Distributor - A firm that engages in the regular sale or lease of the items specified by the contract. A distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.

Replacement / Substitution - A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) DBE firm.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

Bid Number: 19-IFB-1760151794-PTW

Vendor: _____

Forms and Websites Referenced in this Provision

DBE Payment Tracking System - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project. <https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only. <https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

RF-1 DBE Replacement Request Form - Form for replacing a committed DBE.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Form%20and%20Instructions.pdf>

SAF Subcontract Approval Form - Form required for approval to sublet the contract.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.xlsm>

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

DBE Regular Dealer/Distributor Affirmation Form – Form is used to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively of the cost of materials or supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 49 CFR 26.55 under the contract at issue. A Contractor will submit the completed form with the Letter of Intent.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form%20-%20USDOT%202024.pdf>

DBE Goal

There is NO goal for participation by Disadvantaged Business Enterprises for this contract.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. <https://www.ebs.nc.gov/VendorDirectory/default.html>

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of the electronic submittal file.

- (1) Submit the names and addresses of DBE firms identified to participate in the contract. If the bidder uses the updated listing of DBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the DBE firm.
- (2) Submit the contract line numbers of work to be performed by each DBE firm. When no figures or firms are entered, the bidder will be considered to have no DBE participation.
- (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(B) Paper Bids**(1) *If the DBE goal is more than zero,***

- (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
- (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
- (c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

- (2) *If the DBE goal is zero, entries on the Listing of DBE Subcontractors are not required, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

DBE Prime Contractor

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A or B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the Engineer no later than 2:00 p.m. on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the DBE goal the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

One complete set and **#Copies** copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.
- (2) The bidders' past performance in meeting the DBE goals.
- (3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

Non-Good Faith Appeal

The Engineer will notify the Contractor verbally and in writing of non-good faith. A Contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a Contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work performed by the DBE and the actual payments to DBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry

practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Manufacturer, Regular Dealer, Distributor

A Contractor may count toward its DBE requirement 40 percent of its expenditures for materials or supplies (including transportation costs) from a DBE distributor, 60 percent of its expenditures for materials or supplies (including transportation costs) from a DBE regular dealer and 100 percent of such expenditures obtained from a DBE manufacturer.

A Contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers, regular dealers or distributors:

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer, regular dealer, nor a distributor count the entire amount of fees or commissions charged that the Department deems to be reasonable, including transportation charges for the delivery of materials or supplies. Do not count any portion of the cost of the materials and supplies themselves.

A Contractor will submit a completed *DBE Regular Dealer/Distributor Affirmation Form* with the Letter of Intent to the Engineer. The Engineer will forward to the State Contractor Utilization Engineer or DBE@ncdot.gov. The State Contractor Utilization Engineer will make a preliminary assessment as to whether a DBE supplier has the demonstrated capacity to perform a commercially useful function (CUF) on a contract-by-contract basis *prior* to its participation.

Commercially Useful Function

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

termination/substitution, the DBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the DBE subcontractor.

A committed DBE subcontractor may only be terminated or any portion of its work after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. Good cause does not exist if the Contractor seeks to terminate a DBE or any portion of its work that it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged, or so that the Contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed DBE subcontractor fails or refuses to execute a written contract;

The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause **DBE Replacement**

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE subcontractor or any portion of its work for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate.

- (a) The Contractor must give notice in writing both by certified mail and email to the DBE subcontractor, with a copy to the Engineer of its intent to request to terminate a DBE subcontractor or any portion of its work, and the reason for the request. The Contractor must give the DBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the DBE subcontractor objects to the intended does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (b) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (c) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (d) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1200 or applicable State law;
- (e) The listed DBE subcontractor is not a responsible contractor;
- (f) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (g) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (h) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
- (i) Other documented good cause that compels the termination of the DBE subcontractor.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific sub bids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the Department after the *SAF (Subcontract Approval Form)* has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement but not the overall goal.
 - (i) If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract. The Department may continue to count participation

equal to the remaining work performed by the decertified firm which will count toward the contract goal requirement and overall goal.

- (ii) If the DBE's ineligibility is caused solely by its acquisition by or merger with a non-DBE during the performance of the contract. The Department may not continue to count the portion of the decertified firm's performance on the contract remaining toward either the contract goal or the overall goal, even if the Contractor has executed a subcontract with the firm or the Department has executed a prime contract with the DBE that was later decertified.
- (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

All requests for replacement of a committed DBE firm shall be submitted to the Engineer for approval on Form RF-1 (*DBE Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be

furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *Standard Specifications* may be cause to disqualify the Contractor.