



STATE OF NORTH CAROLINA

Department of Transportation

Invitation for Bid #: 54-SBG-08012024

Bituminous Plant Mix Asphalt

Date Issued: March 6, 2024

Bid Opening Date: March 19, 2024

At 2:00pm ET

Direct all inquiries concerning this IFB to:

Samantha Bryant Green

Procurement Specialist III

Email: slbryant3@ncdot.gov

Phone: 919-707-2630



STATE OF NORTH CAROLINA

Invitation for Bids

#54-SBG-08012024

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 shall be sufficient cause to reject your bid.**

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 (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Sealed, mailed responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Department of Transportation

Refer <u>ALL</u> Inquiries regarding this IFB to: Samantha B. Green slbryant3@ncdot.gov 919-707-2630	Invitation for Bids # 54-SBG-08012024
	Bids will be publicly opened: March 19, 2024 at 2:00pm ET
Using Agency: Department of Transportation	Commodity No. and Description: 301216 – Bituminous Plant Mix Asphalt
Requisition No.: N/A	

EXECUTION

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

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

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

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

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

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

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 herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign bid prior to submittal will render bid invalid and it SHALL BE REJECTED. Late bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

VALIDITY PERIOD

Offer shall be valid for at least one-hundred and eighty (180) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement 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 this ____ day of _____, 2024, as indicated by _____ <p style="text-align: center;">(Authorized Representative of Department of Transportation)</p> </p>

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1.0 PURPOSE AND BACKGROUND

The intent of this Invitation for Bid (IFB) is to establish an Agency Specific Term Contract to obtain pricing and to provide Bituminous Plant Mixed Asphalt for the NC Department of Transportation (NCDOT) and Division of Highways, to be used by all North Carolina Department of Transportation Divisions.

This hot mix paving material is primarily used for the construction of roads and is to be used via machine spread and or hand placed.

1.1 CONTRACT TERM

The Contract shall have an initial term of two (2) years, beginning on the date of final Contract execution (the "Effective Date") or August 1, 2024, whichever is later.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one (1) additional one-year term. The State will give the Vendor written notice of its intent to exercise each option no later than fifteen (15) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

1.2 HISTORICAL SPEND

Based on NCDOT's historical usage of the Bituminous Plant Mixed Asphalt covered in this solicitation, the spending through the previous contracts was approximately \$6.6M annually. Usage of the material is dependent on weather conditions, which may increase or decrease the approximate annual spend. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

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: 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://eprourement.nc.gov/>.

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, or exceptions 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 of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contact award.

Other than through this process or negotiation 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 upon through 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	March 6, 2024
Submit Written Questions	Vendor	March 12, 2024 by 12:00pm ET
Provide Responses to Questions	State	March 15, 2024 by 12:00pm ET
Submit Bids	Vendor	March 19, 2024 at 2:00pm ET
Contract Award	State	Approximately 90 working days after Bid Opening.

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to slbryant3@ncdot.gov by the date and time specified above. Vendors will enter “IFB # **54-SBG-08012024** Questions” as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk 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. The date and time of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid submission deadline will be rejected.

By Mail

Mailing address for delivery of bid via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
BID NUMBER: 54-SBG-08012024 Attn: Samantha Bryant Green North Carolina Department of Transportation Purchasing Unit, Room 334B 1510 Mail Service Center Raleigh, NC 27699-1510	BID NUMBER: 54-SBG-08012024 Attn: Samantha Bryant Green North Carolina Department of Transportation Purchasing Unit, Room 334B 1 South Wilmington Street Raleigh, NC 27601

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

- a) Submit a **signed, original executed** bid response to the address identified in the table above.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
- c) If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bid(s).

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

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. 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

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- 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) Completed version of ATTACHMENT A: PRICING FORM
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 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. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid **"#54-SBG-08012024"**" Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.9 TABULATION

A simplified tabulation will be available on eVP within two (2) business days of the bid opening that will list the vendors that submitted bid responses. It can be located by searching the solicitation number at the following website:

<https://evp.nc.gov/solicitations/>

Due to the complexity of the tabulation a detailed version will be made available at the following website:

<https://connect.ncdot.gov/business/Purchasing/Pages/default.aspx> Click **2024 Bituminous Mix Tabulation**.

This detailed tabulation is anticipated to be available at this website not later than **fourteen (14)** business days after opening.

2.10 AWARD INFORMATION

Award information listing the vendor(s) awarded and the estimated contract value will be available on eVP, it can be located by searching the solicitation number at the following website:

<https://evp.nc.gov/solicitations/>

Due to the complexity of the award a detailed version will be made available at the following website:

<https://connect.ncdot.gov/business/Purchasing/Pages/default.aspx> Click on the **2024 Bituminous Mix Award**.

2.11 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors referenced below 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 award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications to include any required verifications set out herein 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 multiple Vendors, 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.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 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 purchaser 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 bid 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 purchaser 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 are 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. If negotiation is anticipated, 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 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 State's eVP website 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 F: 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 constitute the total cost to the State for delivery and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

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.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such

as via phone or email, the NCDOT Representative’s name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.4 DELIVERY & STATE TRUCK PICK UP

The Vendor shall deliver Free-On-Board (FOB) Destination to various locations in North Carolina. Specific locations will be provided at the time of order.

The Vendor shall complete delivery within five (5) consecutive calendar days after receipt of purchase order.

The Vendor shall have the Bituminous Plant Mixed Asphalt ready and available for State Truck Pick Up within five (5) consecutive calendar days after receipt of purchase order.

4.5 APPROVED RESOURCE

The Producer/Supplier from which Bituminous Plant Mix will be furnished must be an approved resource listed: <https://apps.ncdot.gov/vendor/approvedproducts/Producer.aspx>.

4.6 MATERIAL DATA

In addition to meeting Federal and State Laws and requirements concerning hazardous chemicals, the Vendor shall forward with each invoice a proper and current Material Safety Data Sheet (MSDS). Furthermore, the Vendor shall furnish the State and/or agency additional MSDS as requested.

4.7 SALES TAX

The Department of Transportation is exempt from North Carolina sales tax. When a plant mix is bid from an out of state Asphalt Plant to be hauled by State trucks, applicable out of state sales tax will be considered in the recommendation for award of contract.

4.8 FINANCIAL STABILITY

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.

4.9 VENDOR’S REPRESENTATIONS

If the 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.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Contract value in excess of \$1,000,000.00

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

All material covered by this bid shall conform to the requirements of section 600, beginning on page 257 of the North Carolina Department of Transportation (NCDOT) 2024 Standard Specifications for Roads and Structures:

<https://connect.ncdot.gov/resources/Specifications/2024StandardSpecifications/2024%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>

ASPHALT CONCRETE SURFACE COURSE, TYPE SA-1:

Page 6-18, Table 610-2, AGGREGATE GRADATION CRITERIA, add the following:

Standard Sieves (mm)	Mix Type (Nominal Max. Aggregate Size)	
	4.75 mm ^c	
	<i>Min.</i>	<i>Max.</i>
50.0	-	-
37.5	-	-
25.0	-	-
19.0	-	-
12.5	100	-
9.50	95.0	100
4.75	90.0	100
2.36	-	-
1.18	30.0	60.0
0.075	6.0	12.0

- A. For Type SA-1, a minimum of 50% of the aggregate components shall be material manufactured from the crushing stone. **Page 6-18, Table 610-3, MIX DESIGN CRITERIA**, add the following:

Mix Type	Design ESALs millions	Binder PG Grade	Compaction Levels		Max. Rut Depth (mm)	Volumetric Properties			
			G _{mm} @			VMA	VTM	VFA	%G _{mm}
			N _{ini}	N _{des}		% Min.	%	Min.-Max.	@ N _{ini}
SA-1 ^F	<0.3	64 -22	6	50	-	20.0	7.0 - 15.0	-	-

B. Mix Design Criteria for Type SA-1 may be modified subject to the approval of the Engineer.

Page 6-18, Table 610-3, MIX DESIGN CRITERIA, replace line 17, note C, with the following:

A. TSR for Type SA-1, S4.75A, and Type B25.0C mixes is 80% minimum.

Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT, replace “SF9.5A, S9.5B” in the “Asphalt Concrete Mix Type” column with “SA-1 S4.75A, and S9.5B”.

Page 6-23, Table 610-7, DENSITY REQUIREMENTS, add the following:

Mix Type	Minimum % of G _{mm} (Maximum Specific Gravity)
SA-1	85.0 ^{A, B}

Page 6-23, Table 610-7, DENSITY REQUIREMENTS, replace line 2, note A, with the following:

A. Compaction to the above specified density will be required when the SA-1 or S4.75A mix is applied at a rate of 100 lbs./sy or greater.

Page 6-23, Table 610-7, DENSITY REQUIREMENTS, add the following:

B. All SA-1 pavement will be accepted for density in accordance with Article 105-3.

Page 6-33, Article 620-4, MEASUREMENT AND PAYMENT, add the following:

Payment will be made under:

Pay Item

Asphalt Concrete Surface Course, Type SA-1

Pay Unit

Ton

Page 10-31, Sub article 1012-1(B)(4), FLAT AND ELONGATED PIECES, replace line 44, “for Types S4.75A and S9.5B.”, with the following:

“for Types SA-1, S4.75A and S9.5B.”

Page 10-32, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES, add the following:

Mix Type	Coarse Aggregate Angularity	Fine Aggregate Angularity % Minimum	Sand Equivalent % Minimum	Flat and Elongated 5 : 1 Ratio % Maximum
<i>Test Method</i>	<i>ASTM D5821</i>	<i>AASHTO T 304</i>	<i>AASHTO T 176</i>	<i>ASTM D4791</i>
SA-1	-	40	40	-

ASPHALT COLD PATCH MATERIAL:

(4-5-18) (Rev. 1-1-24) 610 SP6

Description

Perform the work of this provision including, but not limited to, producing, loading, and weighing a plant mixed cold asphalt mix for use on maintenance patch work. This work includes furnishing aggregate, asphalt binder, additives, and all other materials for the plant mix; loading the materials into transport vehicles; furnishing scales and weighing; providing and conducting QC testing as specified in Section 609 of the Standard Specifications.

Compose the cold mix asphalt with approved aggregates and liquid asphalt binder blended in an approved mixing plant.

Furnish cold mix asphalt material designed to be applied in the ambient temperature range of -15°F to 100°F. Furnish a mixture with satisfactory coating, workability, and adhesion characteristics while functioning during cool to hot or dry to damp climate conditions. Furnish a material which will enable a stockpile to remain pliable and workable at a temperature of -15°F. Furnish a cold mix asphalt material capable of maintaining adhesive qualities in patched areas which are damp at time of application, and after remaining in an uncovered stockpile containing a minimum of 60 tons for up to 6 months. Once in place and compacted, the cold mixed asphalt material should be unaffected by changes in weather conditions.

Materials

Refer to Division 10.

Item	Section
Anti-Strip Additives	1020-8
Asphalt Binder, Performance Grade	1020-2
Coarse Aggregate	1012-1(B)
Fine Aggregate	1012-1(C)
Mineral Filler	1012-1(D)
Reclaimed Asphalt Pavement(RAP)	1012-1(F)
Silicone	1020-9

The liquid asphalt component used shall be PG 64-22 conforming to the specifications of the North Carolina Department of Transportation, a diluent which complies with the requirements and applicable specifications of the American Petroleum Institute (API), and a polymer additive of high quality that improves cohesion and adhesion properties and is capable of passing AASHTO T 182 as modified herein.

Composition of Mixture

The mixture shall consist of an aggregate and asphalt binder combined in an asphalt plant in the following proportions:

Total Binder Content	3.0 – 7.0 %
Total Aggregate Content	93 – 97 %

ASPHALT COLD PATCH		
GRADATION CRITERIA		
Standard Sieve (mm)	Total Percent Passing	
19.0	100	
12.5	94-100	
9.50	90-100	
4.75	30-80	
2.36	1-50	
0.075	1-5	
TEST	METHOD	SPECIFICATION
Recovered Aggregate Gradation	AASHTO T 30 AASHTO T 308	See above for Specification
Bulk Specific Gravity	AASHTO T 85	> 2.40
Absorption		< 2.0
Los Angeles Abrasion	AASHTO T 96	55% Max.
Soundness Loss	AASHTO T 104	15% Max.
Rotational Viscometer	AASHTO T 315	100 – 500 cP @ 60° C
Stripping Test	AASHTO T 182	> 95 %

It may be necessary to heat approved aggregates; however, the asphalt cold patch mixture should not exceed 104° C (220° F).

Measurement and Payment

Cold Mix Asphalt will be measured and paid as the actual number of tons of asphalt plant mix that has been furnished and loaded in transport vehicles to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. The above price and payment will be full compensation for all work covered by this provision, including but not limited to furnishing, loading, and weighing of asphalt plant mix; furnishing of asphalt binder for the asphalt plant mix; and furnishing scales.

Payment will be made under:

Pay Item	Pay Unit
Cold Mix Asphalt	Ton

Vendor’s material must be on the NCDOT Approved Products List for Bituminous Plant Mixed Asphalt.

QUALITY MANAGEMENT SYSTEM FOR ASPHALT PAVEMENTS (Maintenance Version):

(01-01-2024)

SPI 6-15

(F.O.B. Annual Needs Asphalt, Subdivision and Encroachment Agreement Asphalt Pavements)

1.0 DESCRIPTION

Produce, supply, and construct asphalt mixtures and pavements in accordance with a quality management system as described herein. Perform all quality control (QC) activities in accordance with the Department’s *Asphalt Quality Management System (QMS) Manual* as modified herein.

In lieu of providing quality control in accordance with these provisions, the supplier may provide quality control for the applicable mix type as described in the *Asphalt Quality Management System (QMS) Manual* and Section 609 of the NCDOT *Standard Specifications for Roads and Structures* in effect on the date of contract advertisement. In addition, Certification of Pavement Conformance, as detailed in Item 2.0 (B) below, is a requirement.

The producer will be permitted to operate under either of the quality management systems detailed above and may switch from one system to another provided the minimum sampling frequency is maintained and the appropriate Department’s Materials and Tests Unit Pavement Specialist is notified in advance.

2.0 DESCRIPTION OF RESPONSIBILITIES

(A) Quality Control

Provide and conduct a QC program in accordance with Item 5 “Contractor’s Quality Control System” herein. A QC program is defined as all activities required to meet all requirements of the specifications, including mix design, process control inspection, plant and equipment calibration, sampling and testing, and necessary adjustments in the process that are related to production, transportation, and placement of a pavement. Complete and provide to the Engineer Form QMS-MV1 detailing the companies and/or individuals responsible for each component of the QC program.

(B) Quality Control Certification of Pavement Conformance

Prior to project acceptance, complete and provide Form QMS-MV2 to the Engineer to certify that asphalt was constructed in accordance with the approved plans, this provision, and Section 610 of the *Standard Specifications*. Certification of pavement conformance is project specific and may be performed by either an engineer licensed in the State of North Carolina with expertise in asphalt testing and placement procedures or a NCDOT certified QMS Level II Plant Technician.

Include all QC test reports associated with the production, placement, and compaction of the asphalt with the certification document. Compile the test results for each day’s production to a project separately. QC laboratory test data may be representative of asphalt produced to multiple projects provided the minimum testing frequency is maintained. Provide measurements and documentation to substantiate the constructed pavement width, thickness and cross-section is that detailed in the approved plans.

Asphalt which does not conform to the approved plans or Specifications shall be furnished to the Project Engineer for evaluation prior to certification of pavement conformance. Additional testing to determine suitability of this asphalt may be required. Note in a summary and attach to the certification all asphalt test results that do not meet Specifications. Include Project Engineer’s directives; additional test results, if applicable; corrective measures; and final action.

Certification of pavement conformance does not relieve the appropriate company/ies from the responsibility of performing any pavement maintenance or corrective measures necessary prior to acceptance of the project.

Certification of pavement conformance is not required for F.O.B. annual needs asphalt.

(C) Quality Assurance

The Department will conduct a quality assurance program in accordance with Item 10 "Quality Assurance". A quality assurance (QA) program is defined as all activities, including inspection, sampling, and testing related to determining that the quality of the mixture and/or completed pavement conforms to specification requirements.

3.0 MIX DESIGN/JOB MIX FORMULA REQUIREMENTS

Comply with Article 610-3 of the *Standard Specifications* and the revisions herein in effect on the date of advertisement.

4.0 FIELD VERIFICATION OF MIXTURE AND JOB MIX FORMULA ADJUSTMENTS

Conduct field verification of the mix at each plant within 45 calendar days prior to initial production of each mix design, when required by the Allowable Mix Adjustment Policy and when directed as deemed necessary. Provide mixed verification results to the appropriate Pavement Specialist and to individual certifying mix conformance.

Field verification testing consists of performing a minimum of one full test series on mix sampled and tested in accordance with Item 5.0(C)(2), "Required Sampling and Testing Frequencies". Mix obtained from NCDOT or non-NCDOT work may be used for this purpose provided it is sampled, tested, and the test data handled in accordance with the *Asphalt QMS Manual* as modified herein.

Obtain the mixed verification sample and split in accordance with the *Asphalt QMS Manual*. Do not begin normal plant production until all field verification test results have been completed and the mix has been satisfactorily verified by a QMS Level II QC Plant Technician or the appropriate Pavement Specialist. Verification is considered satisfactory when all volumetric properties except $\%G_{mm@N_{ini}}$ are within the applicable mix design criteria and the gradation, binder content, and $\%G_{mm@N_{ini}}$ are within the individual control limits for the mix type being produced as specified in Table 609-1 of the *Standard Specifications*.

In addition to the required sampling and testing for field verification, perform all preliminary inspections and plant calibrations as outlined in the *Asphalt QMS Manual*.

Retain records of these calibrations and mix verification tests, including gyratory compactor printouts, at the QC laboratory. In addition, furnish copies of the mixed verification tests, including gyratory compactor printouts, to the NCDOT Regional Laboratory and individual certifying pavement conformance.

Conduct the initial mix verification of all new mix designs with the plant set up to produce the aggregate blend and binder content in accordance with the initially approved JMF. If the Contractor or the Engineer determines from QC test results conducted during mix verification that adjustments to the JMF are necessary to achieve specified mix properties, adjustments to the JMF may be made within tolerances permitted by specifications for the mix type being produced, subject to approval. No reduction of asphalt binder content will be made when the average production VMA computes below the minimum specification requirement. All JMF adjustments will be approved by the Engineer and documented in writing.

Failure by the Contractor to fully comply with the above mixed verification requirements will result in immediate production stoppage by the Engineer. Do not resume normal production until all mix verification sampling and testing, calibrations, and plant inspections have been performed and approved. Any mix produced that is not verified may be assessed a price reduction at the Engineer's discretion in addition to any reduction in pay due to mix or density deficiencies.

5.0 CONTRACTOR'S QUALITY CONTROL SYSTEM

(A) Personnel Requirements

Obtain all certifications in accordance with the Department's QMS Asphalt Technician Certification Program as outlined in the *Asphalt QMS Manual*. Provide a certified QMS Asphalt Plant Technician or QMS Asphalt Mix Sampling Technician at each plant site at all times during production of material for the project, excluding F.O.B. annual needs asphalt. Perform all QC operations and activities, testing, and data analysis by or under the direct supervision of a certified QMS Asphalt Plant Technician. Sampling and data posting may be performed by or under the direct supervision of a certified QMS Asphalt Mix Sampling Technician or QMS Asphalt Plant Technician.

Absences of the QMS Asphalt Plant Technician or QMS Asphalt Mix Sampling Technician, other than those for normal breaks and emergencies, shall be pre-approved by the appropriate Pavement Specialist or his designated representative, excluding F.O.B. annual needs asphalt. Any extended absence of the Technician that has not been approved will result in immediate suspension of production by the Engineer. All mix produced during this absence will be accepted in accordance with Article 105-3 of the *Standard Specifications*.

Have readily available a certified QMS Asphalt Plant Technician Level II to consult for any necessary adjustments in the mix QC process. The Level II Technician may serve in a dual capacity and fulfill the Level I Technician or Asphalt Mix Sampling Technician requirements specified above.

Provide a certified QMS Roadway Technician with each paving operation at all times during placement of asphalt, F.O.B. annual needs asphalt excluded. This person is responsible for monitoring all roadway paving operations and directly supervising all QC processes and activities, to include stopping production or implementing corrective measures when warranted. The QMS Roadway Technician is also responsible for monitoring density test results and proceeding on limited production if required. Provide a certified QMS Density Gauge Operator when density control is being used.

Post in the QC laboratory an organizational chart, including names, telephone numbers and current certification numbers of all personnel responsible for the QC program while asphalt paving work is in progress.

(B) Field Laboratory Requirements

Perform all QC testing at a Department certified laboratory, meeting the requirements of Section 7.2 of the *Asphalt QMS Manual*, unless otherwise approved. The laboratory may be located either at the plant facility or off-site.

Provide testing equipment meeting the requirements of the test methods as outlined in the *Asphalt QMS Manual*. Provide equipment that is properly calibrated and maintained. Allow all measuring and testing devices to be inspected to confirm both calibration and condition. If at any time the Engineer determines that the equipment is not operating properly or is not within the dimensions or calibration described in the applicable test method, the Engineer may stop production until corrective action is taken. Maintain and have available a record of all calibration results at the laboratory.

C) Plant Mix Quality Control

(1) General

Included in the QC process are the preliminary inspections, plant calibrations and field verification of the mix and JMF in accordance with the *Asphalt QMS Manual*. Perform additional sampling and testing when conditions dictate. Log all samples taken on forms provided by the Department. Split and retain all samples taken in accordance with the *Asphalt QMS Manual*. Provide documentation as required in Item 9.0(C), "Documentation (Records)". Identify any additional QC samples taken and tested at times other than the regularly scheduled samples or directed samples which take the place of regularly scheduled as process control samples on the appropriate forms. Process control test results are not required to be reported to the Department.

Retain the untested split portion of QC aggregate and mix samples for 7 calendar days at the QC laboratory site, commencing the day the samples are tested. Permission for disposal may be given by QA personnel prior to these minimum storage periods. Retain the split portion of the QC mix verification and referee mix samples until either procured by or permission for disposal is given by QA personnel. Store all retained samples in a dry and protected location.

(2) Required Sampling and Testing Frequencies:

For projects or contracts where the specified quantity of an asphalt concrete mix type is 100 tons or more, maintain minimum test frequencies as established in Item 6.0. Complete all tests within 4 calendar days of the time the sample is

taken. Should the specified tests not be completed within the required time frame, cease production at that point until such time the tests are completed. Provide all test data to the appropriate Pavement Specialist and individual certifying pavement conformance within one calendar day of the results being known.

Should the Contractor’s testing frequency fail to meet the minimum frequency requirements as specified, all mix without the specified test representation will be considered unacceptable until samples are recovered from the constructed pavement and the appropriate testing is performed. Upon evaluation of the test results, the pavement will be accepted in accordance with Article 105-3 of the *Standard Specifications*.

If desired, innovative equipment or techniques not addressed by these specifications to produce or monitor the production of mix may be used, subject to approval.

6.0 QUALITY CONTROL MINIMUM SAMPLING AND TESTING SCHEDULE

Sample and test the completed mixture from each mix design used at each plant at the minimum frequency detailed below. Included in the production increment all mix being produced under this provision, excluding F.O.B annual needs asphalt. If the daily production quantity is less than 100 tons a sample is not required

Daily Production - Tons	Number of Samples per day
100 - 750	1
750 - 1500+	1 per each additional 750 tons

Sample and test the completed F.O.B. annual needs asphalt mixture at a minimum frequency of one partial test series per quarter for each mix design produced during that quarter, beginning January of each year, and/or when directed by QA personnel. Obtain the sample from the actual asphalt being supplied for F.O.B. annual needs asphalt. QMS test results may be used for F.O.B. quarterly tests for same mix type and if tested in the same quarter with proper documentation that references the F.O.B. annual needs asphalt. A separate file shall be maintained representing all F.O.B. asphalt.

Using the QMS Form QC-1, send all tonnage information to the appropriate Pavement Specialist by the beginning of the next workday, not to exceed one (1) calendar day.

Obtain a sample, within the increment specified above, at a location determined by the QMS Asphalt Plant Technician or QMS Asphalt Mix Sampling Technician. Acquire the sample in accordance with the *Asphalt QMS Manual*, excluding the random sampling procedures. A split sample is required.

Perform a partial test series on each sample within the specified increment. Using the QMS Form QC-1, provide test results to the appropriate Pavement Specialist and the individual certifying pavement conformance within one calendar day after the test results are known.

Partial test series will consist of Items A, B, and C detailed below:

- (A)** Binder Content, % (Contractor may select either option below):
 - (1) Ignition Furnace (NCDOT-T-308)
 - (2) Other (Contractor may request and use other means of determining percent asphalt binder, subject to approval)
- (B)** Gradation on Recovered Blended Aggregate from Mix Sample
(NCDOT-T-30) Grade on all sieves specified on JMF
- (C)** Maximum Specific Gravity (NCDOT-T-209 or NCDOT-D-6857)

NOTE: If a current target density (G_{mm}) for this mix has been established during the applicable day’s production under the regular QMS Specification, this target may be used in lieu of performing the G_{mm} test. For this purpose, current is defined as having been established within last 7 calendar days. If a current target has not been established, the maximum specific gravity test shall be performed.

In addition to Items A, B, and C above, perform the following additional tests, Items D through I, during mix verification (full test series).

- (D) Bulk Specific Gravity of Compacted Specimens (NCDOT-T-166 or NCDOT-T-331)
- (E) Air Voids (VTM) (calculation), Average of 3 specimens at N_{des} gyrations
- (F) Voids in Mineral Aggregate (VMA) (calculation)

- (G) Voids Filled with Asphalt (VFA) (calculation)
- (H) $P_{0.075}/P_{be}$ Ratio (calculation)
- (I) % Maximum Specific Gravity at N_{ini} (calculation)

As part of the QC process, and in addition to the above full and partial test series, periodically or when directed, conduct the following sampling and testing:

- (J) Aggregate Stockpile Gradations (NCDOT-T-11 and NCDOT-T-27)
(Sampled from stockpiles or cold feed system as follows; split samples not required)
 - (1) Coarse Aggregates (Approved Standard Sizes)
 - (2) Fine Aggregates (Stone Screenings, Natural Sands, etc.)

In lieu of the aggregate stockpile gradations performed by QC, gradation QC data conducted by the aggregate producer, which is representative of the Contractor's current stockpiles, may be furnished.

- (K) Reclaimed Asphalt Pavement (RAP) Binder Content and Gradation (NCDOT-T-30 and NCDOT-T-308) (sampled from stockpiles or cold feed system). Have RAP approved for use in accordance with Sub article 1012-1(F) of the *Standard Specifications*. Split sample required.

- (L) Combined Aggregate Moisture Content (NCDOT-T-255) (sampled from stockpiles or cold feed system).

- (M) Reclaimed Asphalt Shingle Material (RAS) Binder Content and Gradation (NCDOT-T-30 and NCDOT-T-308) (sampled from stockpiles or cold feed system at beginning of production and weekly thereafter). Have RAS approved for use in accordance with Sub article 1012-1(E) of the *Standard Specifications*? Split sample required.

ALTERNATE QUALITY CONTROL MINIMUM SAMPLING AND TESTING SCHEDULE

Sampling and testing of the asphalt mixture may be performed after pavement construction is complete, however, this process is highly discouraged. When electing to test the asphalt mixture after the pavement construction is complete, adhere to the sampling and testing frequency detailed below. Perform all sampling and testing in the presence of an appropriate QMS certified technician.

- (A) The mixture tonnage without test representation will be divided into approximate equal sub-lots not to exceed 250 tons.
- (B) Increment tonnage of 375 tons or more will be divided into a minimum of 3 sub-lots.
- (C) Increment tonnage of less than 375 tons will be divided into a minimum of 2 sub-lots.

- (D) Each sub-lot shall be sufficiently cored at one random location to yield enough mix to perform a partial test series. Only one set of samples will be allowed in each sub-lot.
- (E) Core samples from the same sub-lot will be combined for testing. Samples from different sub-lots shall not be combined for testing.
- (F) Full depth cores must be satisfactorily separated by mix layer prior to testing.
- (G) Saw the area from which the cores were taken to create a rectangular area. Remove all excess material and immediately clean, tack, fill with hot asphalt mix of the same type and compact the asphalt to conform to the surrounding area.

8.0 CONTROL LIMITS, CORRECTIVE ACTIONS AND MIX DEFICIENCIES

(A) Control Limits

The following are established as control limits for mix production:

Control Limits		
Mix Control Criteria	Target Source	Individual Limit
2.36 mm Sieve	JMF	± 8.0 %
1.18 mm Sieve (S4.75A only)	JMF	± 8.0 %
0.075 mm Sieve	JMF	± 2.5 %
Binder Content	JMF	± 0.7 %

(B) Corrective Actions

All required corrective actions are based upon initial test results and shall be taken immediately upon obtaining those results. In the event situations occur which warrant more than one corrective action or adjustment, give precedence to the more severe of these actions. Stopping production when required takes precedence over all other corrective actions. Document all corrective actions.

Immediately cease production of a mix when an individual test result for a mix control criterion exceeds both the individual test control limits and the applicable specification design limits or when 2 consecutive binder content test results exceed the individual limits. Do not resume normal production of the mix in question until one of the following has occurred:

- Option 1: Approval has been granted by the appropriate Pavement Specialist.
- Option 2: The mix in question has been satisfactorily verified in accordance with Item 4, "Field Verification of Mixture and Job Mix Formula Adjustments." Normal production may resume based on the approval of the contractor's Level II technician, provided notification and the verification test results have been furnished to the appropriate Pavement Specialist.

Acceptance of all mix failing to meet the individual test control limits will be determined in accordance with Article 105-3 of the *Standard Specifications*. In addition, any mix which is obviously unacceptable will be rejected for use in the work.

Failure to stop production when required due to an individual mix test not meeting the specified requirements will subject all mix from the stop point tonnage to the point when the next individual test is back within the control limits, or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable. Acceptance of this mix will be determined in accordance with Article 105-3 of the *Standard Specifications*. Additional sampling and testing of the mix from the constructed pavement may be required for evaluation.

If any mix is deemed unacceptable, it shall be removed and replaced with mix that complies with the Specifications at no additional costs to the Department. Payment will be made for the actual quantities of materials required to replace the removed quantities, not to exceed the original amounts.

(C) Allowable Retesting for Mix Deficiencies

The Contractor may elect to resample and retest for plant mix deficiencies when individual QC test(s) exceed one or more mix property target(s) by more than the tolerances indicated below. Perform the retest within 10 days after initial test results are determined. Retesting shall be approved prior to being performed and in accordance with the "Guidelines for Retests of Plant Mix Deficiencies" in the *Asphalt QMS Manual*. These retests will be performed by the Contractor under the supervision of the Department's QA Personnel. Retests for any mixed deficiency other than as listed below will not be allowed unless otherwise permitted.

% Binder Content -- by more than +/- 1.0%

0.075 mm sieve -- by more than +/- 3.0%

2.36 mm sieve -- exceeds both the Specification mix design limits and one or more of the above tolerances

Acceptance of the mix in question will be based on the retest data in accordance with Article 105-3 of the *Standard Specifications*.

The Department reserves the right to require the Contractor to resample and retest at any time or location as directed.

9.0 FIELD COMPACTION QUALITY CONTROL (F.O.B. ANNUAL NEEDS ASPHALT EXCLUDED)

Perform QC of the compaction process in accordance with the *Asphalt QMS Manual and the Standard Specifications* as revised herein. The Contractor may elect to use either cored sample density procedures or density gauge density procedures. Using QMS Form MV-1, provide, to the Department and the individual certifying pavement conformance, the method of density QC which will be used on the project.

Establish acceptable control strips when required at locations approved by the Engineer and in accordance with the *Asphalt QMS Manual*. In addition, place control strips anytime deemed necessary by the Engineer.

Perform density sampling and testing on all pavements as outlined in Sections 10.4 and 10.6 of the *Asphalt QMS Manual* unless otherwise approved.

A) Density Control

Perform the sampling and testing at the minimum test frequencies as specified. If the density testing frequency fails to meet the minimum frequency as specified, all mix without the required density test representation will be considered unsatisfactory. The Engineer will evaluate if the mix may remain in place in accordance with Article 105-3.

(B) Limited Production Procedure

Proceed with limited production when, for the same mix type and on the same contract, one of the following conditions occurs (except as noted in the first paragraph below).

- (1) Two consecutive failing lots, except on resurfacing*
- (2) Three consecutive failing lots on resurfacing*
- (3) Two consecutive failing density control strips.

* Resurfacing is defined as the first new uniform layer placed on an existing pavement.

As an exception to the above, pavement within each construction category (New and Other) as defined in Section 10.3.3 of the *Asphalt QMS Manual*, and pavement placed simultaneously by multiple paving operations will be evaluated independently for limited production purposes.

Limited production is defined as the production, placement, and compaction of a sufficient quantity of mix to construct a 300-foot control strip plus 100 feet of pavement adjacent to each end of the control strip.

Remain on limited production until such time as satisfactory density results are attained or until 2 control strips have been attempted without achieving acceptable density test results. If the Contractor fails to achieve satisfactory density after 2

control strips have been attempted, cease production of that mix type until such time as the cause of the failing density test results can be determined. As an exception, the Engineer may grant approval to produce a different mix design of the same mix type if Quality Control and Quality Assurance plant mix tests indicate the failing densities are attributed to the mix problem(s) rather than compaction related problems and limited production startup would not be required. The determination of whether a mixed problem exists at this time will be made by QA personnel.

If the Contractor does not operate by the limited production procedures when conditions as specified in Section 10.9 of the *Asphalt QMS Manual*, all mix produced thereafter will be considered unacceptable. Acceptance of this mix will be determined in accordance with Article 105-3 of the *Standard Specifications*. Additional sampling and testing of the constructed pavement may be required for evaluation of this pavement.

If any mix is deemed unacceptable, it shall be removed and replaced with mix that complies with the Specifications at no additional costs to the Department. Payment will be made for the actual quantities of materials required to replace the removed quantities, not to exceed the original amounts.

Documentation (Records)

Document all QC activities, records of inspection, samples taken, adjustments to the mix, and test results on a daily basis. Note the results of observations and records of inspection as they occur in a permanent field record. Record adjustment to mix production and test results on forms provided. Provide all such records to the Engineer, upon request, at any time during project construction. Process control sample test results are for the Contractor's informational purposes and are not required to be submitted as part of the project records.

The individual certifying mix conformance shall use the QMS-MV2 Form for this purpose. This form along with all required attached documentation shall be submitted to the Engineer as a part of the request for the state to accept a road onto the state maintenance system.

Complete all QC records and forms in accordance with the *Asphalt QMS Manual* and provide to the individual certifying mix conformance. Maintain the QC testing forms and records for 3 calendar years after the project is accepted onto the state maintenance system. Failure to maintain QC records and forms as required, or to provide these records and forms to the Engineer upon request, may result in production and/or placement stoppage until the problem is resolved.

Falsification of test results, documentation of observations, records of inspection, adjustments to the process, discarding of samples and/or test results, or any other deliberate misrepresentation of the facts will result in the revocation of the applicable person's QMS certification and possible prosecution under State and/or Federal Law. The Engineer will determine acceptability of the mix and/or pavement represented by the falsified results or documentation. If the mix and/or pavement in question is determined to be acceptable, the Engineer may allow the mix to remain in place at no pay for the mix, asphalt binder and other mix components. If the mix and/or pavement represented by the falsified results is determined not to be acceptable, remove and replace with mix which complies with the Specifications. Payment will be made for the actual quantities of materials required to replace the falsified quantities, not to exceed the original amounts.

10.0 QUALITY ASSURANCE

The Department's QA program will be conducted by certified QMS technician(s) and will be accomplished based on the requirements of Section 7.6 for mix and Sections 10.5 and 10.7 for density in the *Asphalt QMS Manual*.

Differences between the Contractor's and the Department's split sample test results will be considered acceptable if within the limits of precision based on Table 609-3.

The Engineer will immediately investigate the reason for differences if any of the following occur:

- (1) QA test results of QC split sample does not meet the limits of precision, or
- (2) QA test results of QC split sample does not meet the individual test control limits or the specification requirements, or
- (3) QA verification sample test results exceed the allowable retesting tolerances.

If the potential for a pavement failure exists, the Engineer may suspend production, wholly or in part, in accordance with Article 108-7 of the *Standard Specifications* while the investigation is in progress. The Engineer's investigation may include, but not be limited to the following:

- (1) Joint testing of any remaining split samples,

- (2) Review and observation of the QC technician's sampling and testing procedures,
- (3) Evaluation and calibration of QC testing equipment, and/or
- (4) Comparison testing of other retained QC samples, and/or additional density core samples.

If additional mix samples or core samples are necessary to resolve the difference, these samples will be taken as directed and tested jointly by the QA and QC personnel. If reasons for the difference cannot be determined, payment or other action to be taken for the mix in question will be determined in accordance with Article 105-3 of the *Standard Specifications*. If the reason for the difference is determined to be an error or other discrepancy in the QC test results, the applicable QA test results or applicable verification test results will be used to determine compliance with the applicable mix or density specification requirements.

QA personnel will periodically witness the sampling and testing being performed by the QC technician. If the Engineer observes that the sampling and QC tests are not being performed in accordance with the applicable test procedures, the Engineer may stop production until corrective action is taken. The Engineer will promptly notify the Contractor of observed deficiencies, both verbally and in writing. The Engineer will document all witnessed samples and tests.

11.0 ACCEPTANCE

Final acceptance of the asphalt pavement will be made by the Department in accordance with the following:

(A) Mix Acceptance

The Engineer will base final acceptance of the mix on the results of random testing made on split samples during the assurance process and validation of the Contractor's QC process as outlined in Items 5(C) and 10.

(B) Density Acceptance (F.O.B Annual Needs asphalt excluded)

The Department will evaluate the asphalt pavement for density compliance after the asphalt mix has been placed and compacted using the Contractor's QC test results, the Department's QA test results, and by observation of the Contractor's density QC process as outlined in the *Asphalt QMS Manual, the Standard Specifications, and as revised herein.*

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

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract 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 #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues

Customer Service Point of Contact	
Name:	

Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

Vendor shall invoice the using Division. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the using Division with an invoice for each order. Invoices shall include detailed line-item information to allow the Division 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, Purchase Order Number(s), Item Descriptions Price, Quantity, and Unit of Measure.

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

6.3 DISPUTE RESOLUTION

During the performance of the contract, the parties must agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute(s).

6.4 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods 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 Services or Goods are approved as acceptable by the NCDOT Representative.

See Section 5.1 #11 for Acceptance procedures.

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.

6.5 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.

6.6 BASE PRICE ADJUSTMENT

Base Prices proposed by the Vendor shall be firm against any increase for **two (2) years** from the effective date of the Contract. If the State elects to exercise the one-year renewal option it will allow the vendor to submit updated base prices for the products awarded under the contract to be effective at the start of the third year of the contract. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.7 MONTHLY INDEX PRICE ADJUSTMENTS

All price adjustments under this proposed contract shall be based solely on the price changes calculated by the formula detailed herein. These adjustments will be determined by D.O.T. The Vendor will be notified in writing of any price changes, either upward or downward and or through the NCDOT Purchasing website at: <https://inside.ncdot.gov/stage/connect/business/Purchasing/Pages/default.aspx>

The formula detailed below is based on monthly average terminal F. O. B. Selling Prices of PG 64-22 Binder. Adjustments will be made to the mixed price when it has been determined that the monthly average terminal F.O.B. Selling Price of Asphalt Binder, PG 64-22, has fluctuated from the Base Price Index contained below. The contract asphalt mix prices are subject to change every month based on the fluctuation in the monthly terminal F. O. B. Selling Price of PG 64-22 binder from the Base Price Index.

The Base Price Index for PG 64-22 binder is **\$591.88** per ton. This Base Price Index represents an average of FOB selling prices of asphalt binder (PG 64-22) at supplier’s terminal on March 1, 2024.

In determining the adjusted contract unit price for any asphalt mix specified in this provision, the following formula will be used. **Price adjustments will be effective on the first (1st) of each month.**

A = B + [(D – C) x 0.06]

Where: A = Adjusted Mix Contract Unit Price for Current Month

B = Mix Contract Unit Price

C = Base Price Index

D = Current Month’s Average Terminal F. O. B. Selling Price

The need to determine if we want to hold a standard of half cents rounding upwards or downwards: All U.S. dollar amounts shall be rounded to the nearest cent (and half cents shall be rounded upward). The rounding will occur at the **[(D-C) x 0.06]** stage of the calculation.

The methods for calculating the base price index, for calculating the monthly average terminal F. O. B. terminal selling prices, and for determining the terminals used are in accordance with the procedures on file with the Department of Transportation’s Construction Unit.

The State reserves the right, based on its sole judgment, to substitute an alternate method for price adjustments. If it is determined by the State to be in its best interest to substitute an alternative method of price adjustments, the Vendor will be notified in writing. The Vendor will have 10 days from the date of the notification to accept or reject the proposed substitute and provide notification in writing to the North Carolina Department of Transportation of its decision. If the contractors’ written decision is not received within 10 days, the State may cancel the contract immediately, without further notice. If rejected by the Vendor the contract may be canceled in whole or part by the State by giving 10 days prior notice in writing to the Vendor.

6.8 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.

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

ATTACHMENTS BEGIN ON THE NEXT PAGE

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING FORM

NOTE: DO NOT INCLUDE SALES TAX IN THE BID PRICE UNLESS OUT-OF-STATE PLANT LOCATION.

INFORMATION: All information requested for the plant being bid on must be furnished or your bid may be subject to rejection.

If bidding from an out of state plant location, give that state’s sales tax rate here: _____%.

Vendor is responsible for using a separate Bid Sheet for each Plant Location that is being used as a bid offer.

Facility Name: _____

Plant Location: _____

Do not alter this form except to provide the required information. Submit a Bid Price for all mixes being offered listed under each item number. There will only be one price for any mixed variety, i.e. (SURF =S9.5B, RS9.5B).

ITEM #	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6	ITEM #7
TYPE:	Surface	Surface	Surface	Surface	Binder	Base	Cold Patch
MIX:	SA-1	S4.75A	S9.5B	S9.5C	I-19.0C	B25.0C	Cold Mix Asphalt
Price Per Ton:	\$	\$	\$	\$	\$	\$	\$

NOTE: The Operational Date Information Below Is Required.

Dates Plant is in Operation: _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
(MUST RETURN WITH IFB)**

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM (RESERVED)

**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
(MUST RETURN WITH IFB)**

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
(MUST RETURN WITH IFB)**

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****