



**Winston-Salem**

**INVITATION FOR BIDS**

**ASPHALTIC CONCRETE**

**BIDS WILL BE OPENED**

**10:00 AM, Monday, November 14, 2016**

City/County Purchasing Department

City Hall Suite 324

101 North Main Street

Winston-Salem, NC 27102

**ADVERTISEMENT FOR BIDS**

**ASPHALTIC CONCRETE**

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Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals endorsed **Asphaltic Concrete** to be furnished to the City of Winston-Salem will be received by the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC until **10:00 AM, Monday, November 14, 2016** at which time they will be publicly opened and read.

Instructions for submitting bids and complete specifications may be obtained during regular office hours, Monday – Friday, 8:00 a.m. to 5:00 p.m. at the same location, or by contacting TaWanna Gates via email [tawannag@cityofws.org](mailto:tawannag@cityofws.org) or phone 336-747-6938. The City reserves the right to reject any or all proposals.

## **Notice to Bidders**

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It is the policy of the City of Winston-Salem that an employee, officer, or agent of the City may not participate in any manner in the bidding, awarding, or administering of contracts in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a bid, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All bids must be firm and not subject to increase, unless specified within the provisions of this Invitation for Bid (IFB) and mutually agreed upon by the City and the proposer.

No special inducements will be considered that are not a part of the original bidding document.

### **City Rights and Options**

The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this IFB at any time
- To cancel this IFB with or without the substitution of another IFB
- To take any action affecting this IFB, this IFB process, or the equipment subject to this IFB that would be in the best interests of the City
- To issue additional requests for information

### **Public Records**

Any material submitted in response to this IFB will become a “public record” once the bidder’s document(s) is opened and the bidder is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Bidders must claim any applicable exemptions to disclosure provided by law in their response to this IFB. Bidders must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

### **Familiarity with Laws and Ordinances**

The submission of a bid on the equipment requested herein shall be considered as a representation that the bidder is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder discovers any provisions in the IFB documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City in writing without delay.

The bidder agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The bidder certifies that the bid is made in good faith and without collusion with any person bidding on this contract or with any officer or employee of the City of Winston-Salem.

The undersigned further agrees, in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin.

## **Notice to Bidders**

### **Ethics Policy / Code of Conduct**

The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy click the following link.

<http://www.cityofws.org/Home/Departments/Purchasing/Articles/Bids>

**E-Verify Compliance.** Per N.C.G.S. 143-133.3 “E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

**Iran Divestment Act;** Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS §147-86.58, nor will Provider utilize on this agreement any subcontractor on such list.

## SPECIAL TERMS AND CONDITIONS

**NOTICE TO BIDDERS:** All bids are subject to the provisions of the instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. The City of Winston-Salem objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

### **EXCEPTIONS TO SPECIFICATIONS:**

In the event that clarifications or changes to bid specifications are necessary, changes will be made by written addendum.

Bidder's failure to request exceptions to specifications or approved equals as stated above will be interpreted as the bidders' intent to comply fully with the requirements as written. Conditional or qualified bids shall be subject to rejection in whole or in part.

The City of Winston-Salem reserves the right to postpone bid openings for its own convenience.

**EXPENSES INCURRED IN PREPARING BID:** The City of Winston-Salem accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

**CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Invitation for Bids and Proposals and any addenda thereto, plus the City's issuance of a City of Winston-Salem Purchase Order for the proposed goods and/or services shall constitute a binding contract.

**The City of Winston-Salem Purchase Order WILL NOT be issued to the successful bidder/Proposer until the following items have been satisfied:**

- **E-Verify Affidavit (where required)**
- **A copy of the Registration with the Secretary of State where required or the Register of Deeds office if a D/B/A-Doing Business under an Assumed Name**

**INDEMNIFICATION:** The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Winston-Salem and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.

**TAX EXEMPTIONS:** The City of Winston-Salem is exempt from Federal Excise Tax but not from State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.

**EVALUATION AND SELECTION OF BIDS:** The evaluation of vendor bids shall center on the match between the stated specifications and other requirements included in the final bid request and the vendor's proposal including selection of the lowest responsible bidder, with consideration of past performance, service record, and reliability. The statutory provisions controlling purchasing by local governments in N. C. (GS 143) includes selection standards for use in making of awards. The provision reads, "All contracts shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract". The City of Winston-Salem reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of the City of Winston-Salem.

ITEM 1

Approximately 26,500 tons of Asphaltic Concrete Surface Course.

Per Ton (Primary Bid) \$ \_\_\_\_\_

Per Ton (Secondary Bid) \$ \_\_\_\_\_

TOTAL FOR ESTIMATED 26,500 TONS - Primary Bid

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

ITEM 2

Approximately 12,250 tons Asphaltic Concrete Binder Course

Per Ton (Primary Bid) \$ \_\_\_\_\_

Per Ton (Secondary Bid) \$ \_\_\_\_\_

TOTAL FOR ESTIMATED 12,250 TONS - Primary Bid

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

ITEM 3

Approximately 1500 tons Asphaltic Concrete Base Course.

Per Ton (Primary Bid) \$ \_\_\_\_\_

Per Ton (Secondary Bid) \$ \_\_\_\_\_

TOTAL FOR ESTIMATED 1,500 TONS

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

ITEM 4

Approximately 2375 tons Asphalt Binder for Plant Mix, PG64-22.

Per Ton (Primary Bid) \$ \_\_\_\_\_

Per Ton (Secondary Bid) \$ \_\_\_\_\_

TOTAL FOR ESTIMATED 2375 TONS

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

TOTAL BID ITEMS 1, 2, 3, AND 4 - PRIMARY BID

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**PRICE ADJUSTMENT – ASPHALT BINDER FOR PLANT MIX**

In determining the adjusted contract unit price for asphalt binder for plant mix at time of order, the following formula will be used:

- A = B+ (D-C)
- A = Adjusted Contract Price
- B = Contract Unit Price
- C = Base Price Index +/- 5%
- D = Monthly Average Terminal F.O.B. Selling Price

The base price index for asphalt binder for plant mix is **\$325.71** per ton.

The base price index represents an average F.O.B. selling price of asphalt binder at supplier’s terminals on **October 1, 2016**.

Refer to Section 620-5 of the North Carolina Department of Transportation Standard Specifications for Roads and Structures.

**IMPORTANT - PLEASE NOTE**

Please provide a price to start up the asphalt plant in the months of January and February when you would not normally be operating, in order to provide the City with a small quantity of hot plant mix asphalt.

\$ \_\_\_\_\_

CONTRACT WILL BE AWARDED ON THE TOTAL BID ITEMS 1, 2, 3, AND 4 - PRIMARY BID.

Primary price will be paid to successful bidder who will be required to sign a contract with the City for the full dollar amount of Items 1, 2, 3, and 4.

INASMUCH THAT CITY PAVING PROJECTS ARE TO BE COMPLETED IN A TIMELY FASHION FOR THE BENEFIT OF THE CITIZENS AND VEHICULAR TRAFFIC OF WINSTON-SALEM, IT IS IMPORTANT THAT ASPHALTIC MATERIALS BE AVAILABLE ON REQUEST. THE PRACTICE OF PULLING CITY TRUCKS FROM THE RECEIVING LINE OR PLACING COMPANY TRUCKS AHEAD OF CITY TRUCKS IS UNACCEPTABLE EXCEPT IN EXTREME EMERGENCIES AND THEREFORE WILL NOT BE TOLERATED AND WILL BE CAUSE FOR IMMEDIATE CONTRACT TERMINATION.

**PLEASE NOTE:**

Prices quoted shall be firm and not subject to an increase during the contract period through December 31, 2017. Bidders not successful for the primary contract must agree, by submission of this bid, to sell the products listed at the secondary bid price for the duration of the contract. A blanket purchase order will be issued to the primary supplier for the period January 1, 2017 thru June 30, 2017 and July 1, 2017 thru December 31, 2017.

IF THE CITY IS REQUIRED TO BUY ASPHALT FROM A SECONDARY SUPPLIER AFTER GIVING A 24 HOUR NOTICE TO THE PRIMARY SUPPLIER CONCERNING THE TYPE AND AMOUNT OF ASPHALT NEEDED, THE PRIMARY SUPPLIER WILL BE REQUIRED TO REIMBURSE THE CITY FOR THE DIFFERENCE IN COST IN THE FORM OF A CREDIT TO BE SHOWN ON MONTHLY STATEMENTS.

IF THE PRIMARY SUPPLIER ONLY SUPPLIES PART OF THE ORDERED AMOUNT AFTER A 24 HOUR NOTICE, THE PRIMARY SUPPLIER WILL BE REQUIRED TO REIMBURSE THE CITY THE AMOUNT OF THE UNDELIVERED ASPHALT IN THE FORM OF A CREDIT TO BE SHOWN ON MONTHLY STATEMENTS.

IF THE PRIMARY SUPPLIER CANNOT INFORM THE CITY STREET DIVISION BY 7:30 A.M. OF EACH BUSINESS DAY ON THE TYPE OF ASPHALT BEING PRODUCED THAT DAY, THE CITY HAS THE RIGHT TO GO TO A SECONDARY SUPPLIER.

The City reserves the right to buy more or less than the quantities listed in the proposal during the contract period.

The above quoted prices shall be F.O.B. at the bidder's plant, **WHICH MUST BE LOCATED WITHIN THE MUNICIPAL LIMITS OF WINSTON-SALEM.**

The City reserves the right to cancel this contract by giving a thirty day notice of said cancellation in writing.

N.C. Sales Tax is not to be included in the above prices. The City will pay N.C. Sales Tax when invoiced.

**TERMS AND CONDITIONS:** The undersigned guarantees all parts against defects and agrees to replace and to install at his own expense any part or parts of the apparatus damaged by reason of defective material, design, or imperfect workmanship during manufacturer's standard warranty period.

**BID AUTHORIZATION AND SIGNATURE**

**Bids are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate bid form will disqualify the bidder and the bid will not be considered. This proposal must also be notarized.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Federal Identification #

\_\_\_\_\_  
Address, (P.O. Box or Street) City, State, Zip

\_\_\_\_\_  
E-Mail Address

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ before me \_\_\_\_\_  
(name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that

he/she was properly authorized by \_\_\_\_\_  
(Company name)

**SEAL**

to execute the proposal and did so on his/her free act and deed.

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

CITY OF WINSTON-SALEM  
GENERAL CONDITIONS AND INSTRUCTIONS

1. The specified item(s) shall be delivered F.O.B. to Winston-Salem, North Carolina, according to the address stated on the Purchase Order unless stated otherwise in the special conditions.
2. The Purchase Order Number, Item Number, and Inquiry Number shall be affixed to the outside of each packing crate or carton and items not in packing material.
3. The City reserves the right to reject any and all shipments if the supplier fails to meet all terms and conditions of the contract award.
4. Suppliers of equipment requiring service connections must visit the field site to check buildings, measurements, and conditions.
5. The supplier is responsible for all errors, omissions, and deviations from the contract requirements in shop drawings when such drawings are submitted by the supplier and approved by the City.
6. The successful bidder must provide one electronic copy (preferred) or two (2) printed sets of operating instructions, recommended maintenance schedules, parts lists, and descriptive literature for the City, if applicable.
7. After the installation is completed, the supplier shall instruct the designated City, personnel in the proper use of the equipment.
8. On notification by the customer, the supplier must remove all equipment and reconstruct or refurbish any defects or work rejected by the City. The expense of removing, reconstruction, replacing, or refurbishing unfit, unsound, or damaged work or material shall be the responsibility of the supplier.
9. Payment will be made within thirty (30) days after acceptance by the City. If partial payments are provided for, final payment will be made after acceptance by the City.
10. In the case of installed equipment, twenty-five percent (25%) of the total contract award shall be withheld until the equipment and installation is accepted by the City. With-holding twenty-five percent (25%) of the contract award shall not affect the discount terms of the contract.
11. All equipment will be guaranteed against defects in materials and workmanship for a period of not less than one year from the date the equipment is put into service, and accepted by the City. Copies of all guarantees and warranties are to be attached to the bids.
12. The City reserves the right to reject any or all bids, and to waive informalities.
13. In accordance with State Law (G.S. 143-129), the award will be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract.
14. Taxes:  
Federal: The City is exempt from Federal Excise Taxes. The City, will issue Federal Excise Exemption Certificates or Internal Revenue Tax Exemption Number only upon request of the contractor. Issuance of the certificate does not mean that the contract is entitled to a tax refund. All requests for refunds are to be handled by the contractor. The City, will not guarantee any Federal Tax refunds to the contractor.  
State: Applicable North Carolina Sales and Use Taxes are NOT to be shown on bids, but are to be added to invoices as a separate item.
15. All supplies, materials, and equipment must be new and in first class condition. Bids offered on inferior or "second-line" equipment will not be accepted.

16. Alternate items that are not outlined in the attached specifications may be bid, but must be accompanied by complete factory specifications and descriptive pamphlets, and must be clearly designated as an alternate bid.
17. If a bidder cannot meet the minimum requirements of the detailed specifications, he must outline and itemize each instance by a letter of transmittal and detail the item he offers.
18. All bids must be firm and not subject to increase.
19. The supplier shall give the City the benefit of any industry-wide price reduction during the contract period.
20. The unit price as well as total price for each item must be listed for purposes of individual evaluation.
21. The City reserves the right to hold bids open for a period of sixty (60) days after bid opening before making awards.
22. No special inducements will be considered that are not a part of the original bidding document.
23. **BID DEPOSIT REQUIREMENTS:** A bid bond is not required for this bid.
24. **PERFORMANCE BOND REQUIREMENTS:** A performance bond is not required for this bid.
25. The City in each case refers to the City of Winston-Salem and/or the City/County Utility Commission, an Agency of the City of Winston-Salem.
26. It is the policy of the City of Winston-Salem that a City employee, officer or agent of the City may not participate in any manner in any contracts or subcontracts, for materials, goods, personal services or construction in which contract or subcontract he, or any member of his immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.
27. **Bids are to be submitted in a sealed envelope on the form provided; Facsimile Transmission (Fax Machine) bids are not acceptable.**
28. **Equal Employment Opportunity / ADA:** The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, political affiliation, gender, age or disability. The contractor shall comply with all applicable laws and regulations regarding the American with Disabilities Act([www.ADA.gov](http://www.ADA.gov)) as amended from time to time and all rules and regulations promulgated thereunder and other laws and regulations pertaining to equal employment. The Contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder. The Contractor agrees to act affirmatively in its employment and promotion practices, and in the general treatment of its employees
29. **Ethics Policy / Code of Conduct:** The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy click the following link.  
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**The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of these contracts.**

**Bidder further certifies that:**

We  are a Historically Underutilized Business (HUB) certified by State of North Carolina.

We  are a minority business enterprise.

are not a minority business enterprise.

If yes, please identify in the appropriate box below:

Black

Hispanic

Asian American including Indian Subcontinent and Pacific Islands

Native American Indian including Eskimos and Aleuts

We  are a woman-owned business concern.

are not a woman-owned business concern