



Winston-Salem

INVITATION FOR BIDS

ASPHALTIC CONCRETE

BIDS WILL BE OPENED

10:00 AM, Tuesday, November 21, 2017

City/County Purchasing Department

City Hall Suite 324

101 North Main Street

Winston-Salem, NC 27102

ADVERTISEMENT FOR BIDS

ASPHALTIC CONCRETE

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, Tuesday, November 21, 2017** 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 or phone 336-747-6938. The City reserves the right to reject any or all proposals.

Notice to Bidders

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.

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>

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) 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.

Stimulation of the Local Economy

In an effort to stimulate the local economy, foster development and promote efficiency in the provision of city services and the completion of various city projects, the City of Winston-Salem has undertaken an initiative to strongly encourage all parties contracting with the City of Winston-Salem to evaluate their internal operations and hiring practices and, where appropriate, to initiate efforts to stimulate the local economy by hiring applicants and contractors from the Winston-Salem/Forsyth County Area and by utilizing minority and women contractors and service providers. Such efforts to stimulate the local economy may be accomplished by posting job vacancies with the North Carolina Employment Security Commission, the Piedmont Triad Regional Council of Governments, and the Winston-Salem Urban League; and utilizing the State of North Carolina Office for Historically Underutilized Business database

(<https://www.ips.state.nc.us/IPS/vendor/SearchVendor.aspx?hobtain>) or other local resources such as the City of Winston-Salem M/WBE Program to identify Winston-Salem/Forsyth County based contractors and subcontractors. Stimulation of the local economy requires a collaborative effort of both the public and private sector. The city is committed to taking reasonable steps to achieve said goal.

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

Contractor 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 § G.S. 147-86.58, nor will Contractor utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer's Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

SPECIAL TERMS AND CONDITIONS

DETAILED SPECIFICATIONS: Detailed specifications for this equipment are included with the bid request. Bids to be submitted in accordance with the specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein. All things not expressly stated in the specifications or Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.

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.

The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

EXCEPTIONS TO SPECIFICATIONS:

In the event that clarifications or changes to bid specifications are necessary, changes will be made by written addendum. In all cases equipment must be furnished as requested, and where brand names are used, consider the term "or equal" to follow. Such references are not intended to be restrictive and comparable products of other manufacturers will be

considered. However, **written approval for any proposed substitution or change in specifications must be obtained by bidder prior to the close of bids.**

Any request for an approved equal, change in specification or protest of specifications must be fully supported with technical data, test results, or other pertinent information and evidence that the substitute offered is equal to, or better than, the specification requirement. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

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.

GENERAL REQUIREMENTS: The equipment furnished shall be new and unused and the manufacturer's latest listed and published stock model, or models which meet all the applicable requirements of these specifications. Specifications may require that certain makes and models of vehicles, auxiliaries and/or accessories be provided.

BIDDERS SUBMITTALS: Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.

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.

PURCHASE OF ADDITIONAL REQUIREMENTS: Subject to the successful bidder's acceptance, the City reserves the option to purchase additional equipment as specified herein at the price bid and awarded in this Invitation for Bids and Proposals within one (1) year from bid opening date. This bid may also be utilized by other entities per N.C.G.S. to piggyback at the sole discretion of the vendor.

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.

VENDOR SUPPORT/SERVICE AND PARTS: The vendor and/or manufacturer bidding on these specifications must have the ability to provide repair parts and technical service in the form of a service representative, including the maximum time from receipt of notice to arrival of parts or the service representative. The manufacturer, whether they are the vendor or not must be satisfactory to the City of Winston-Salem from the standpoint of experience, reliability, and demonstrated ability to manufacture equipment comparable as to size and type as that required by the specifications, and shall have manufactured and/or sold equipment of the size and type specified which has operated satisfactorily in the field for a minimum of one year. The City of Winston-Salem reserves the right to reject bids from vendors that have failed to perform satisfactory under previous contracts with the City of Winston-Salem and/or vendors that cannot produce satisfactory evidence that they can furnish promptly all spare parts needed for ordinary service and repair of the equipment herein specified.

INSPECTION, TRAINING, PERFORMANCE TEST AND ACCEPTANCE:

- a. Upon delivery the equipment will be subject to inspection to verify conformance with specifications by the staff of the City of Winston-Salem
- b. Any defects or failure of equipment to perform or comply with any requirements of the City specifications must be immediately remedied by the vendor at the vendor's own expense prior to acceptance by the City.

WARRANTY: Bidder to include the warranty provisions as outlined in bid specifications.

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.

All bids shall be made firm for no less than sixty (60) days.

Proposal Form Asphaltic Concrete

Submit proposals to the following location:

US Postal Service address:

City/County Purchasing Department
Post Office Box 2511
Winston-Salem, North Carolina 27102
27101

or

Hand-delivery or FedEx address:

City/County Purchasing Department
101 N. Main Street, 324 City Hall
Winston-Salem, North Carolina

BIDDERS:

The City of Winston-Salem is seeking bids for **Asphaltic Concrete per detailed specifications included in this document.**

For any questions or comments regarding this bid please contact TaWanna A. Gates at (336) 747-6938 tawannag@cityofws.org

The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the service in accordance with the specifications and the requirements under the following sum to wit:

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 **\$360.00** per ton.

The base price index represents an average F.O.B. selling price of asphalt binder at supplier’s terminals on **October 1, 2017**.

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, 2018. 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, 2018 thru June 30, 2018 and July 1, 2018 thru December 31, 2018.

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 _____

The following information is requested for statistical purposes only. Provisions or omission of this information will NOT affect the award of this contract.

Bidder certifies that:

- A) Yes, we are a woman-owned business
 No, we are not a woman-owned business

-
- B) Yes, we are a minority-owned business
 No, we are not a minority-owned business

If yes, please identify in appropriate box below:

- Black
 Hispanic
 Native American Indian
 Asian American, including Indian Subcontinent/Pacific Islands
 Socially and Economically Disadvantaged
 Disabled



Winston-Salem

NO BID / PROPOSAL INFORMATION FORM

Bid No. _____

Bid Description: _____

If your firm elects not to submit a proposal, please complete and email this form to:

Name: _____

Title: _____

Email: _____

Please check all that apply:

Cannot provide the product(s) or services required

Cannot be competitive

Cannot meet specifications described in attached bid

Cannot provide insurance required

Cannot provide bonding required

Cannot comply with indemnification requirements

Job too large

Job too small

Do not wish to do business with the City of Winston-Salem

Company's current workload does not allow for additional work

Other Reason:

Company Name: _____

Agent Name: _____

Office Phone: _____

Email: _____