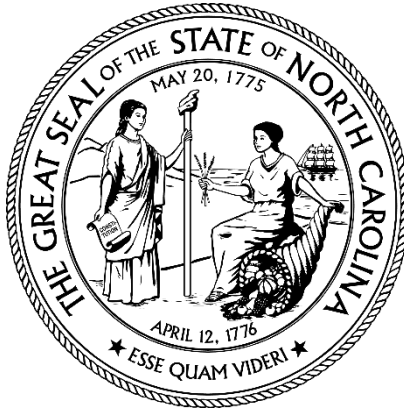




STATE OF NORTH CAROLINA

Department of Transportation

Invitation for Bid #: 54-BD-PR34788

Grain Straw Mulch

Date Issued: August 18, 2026

Bid Opening Date: September 04, 2026

At 2:00 PM ET

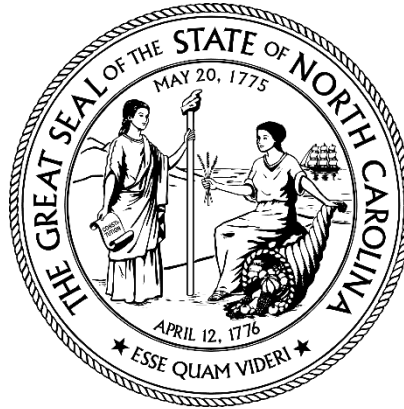
Direct all inquiries concerning this IFB to:

Beth C. Dickens

Procurement Specialist II

Email: bdickens4@ncdot.gov

Phone: 919-707-2636



STATE OF NORTH CAROLINA

Invitation for Bid

54-BD-PR34788

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://evp.nc.gov/SignIn>

Electronic responses ONLY will be accepted for this solicitation.

**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

Refer <u>ALL</u> Inquiries regarding this IFB to: Beth Dickens 919-707-2636 bdickens4@ncdot.gov	Invitation for Bids # 54-BD-PR34788
	Bids will be publicly opened: September 04, 2026, at 2:00 PM ET
Using Agency: NCDOT	Commodity No. and Description: 301218 Landscape architecture materials
Requisition No.: Multiple	

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 may render bid invalid and it MAY BE REJECTED. Late bids cannot be accepted.

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

Bid Number: 54-BD-PR34788 Grain Straw Mulch

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) 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.

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____

(Authorized Representative of the Department of Transportation)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bid (IFB) is to establish an Agency Specific Term Contract (ASTC) to furnish and deliver Grain Straw Mulch to the North Carolina Department of Transportation, for Divisions 3,4,5,7,8 and 12 Roadside Environmental. The North Carolina Department of Transportation (NCDOT) uses Grain Straw Mulch for coverage when seeding shoulders and ditches for erosion control.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

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, 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 contract 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	August 18, 2026
Submit Written Questions	Vendor	August 26, 2026, by 11:00 AM ET
Provide Response to Questions	State	August 28, 2026, by 2:00 PM ET
Submit Bids	Vendor	September 04, 2026, by 2:00 PM ET
Public bid opening for this solicitation will be conducted via conference call. Vendors may use the links or call-in number below to join the bid opening scheduled for: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/296476208139521?p=dnUnLyC4ZJiJbAT9C5 Meeting ID: 296 476 208 139 521 Passcode: p3Dg9vi3		
<u>Need help? System reference</u> Dial in by phone +1 984-204-1487,,551795869# United States, Raleigh <u>Find a local number</u> Phone conference ID: 551 795 869# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 115 320 225 7 <u>More info</u> For organizers: Meeting options Reset dial-in PIN		

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 bdickens4@ncdot.gov by the date and time specified above. Vendors will enter “**IFB # 54-BD-PR34788: 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.

All bid responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

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 proposal submission, the Department may release an unredacted version if a record request is received.

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.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

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 E: CUSTOMER REFERENCE FORM
- e) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- g) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

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 # ____ [for 'name of Vendor']". 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 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(s) 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 a single Vendor for all line items, 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.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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 procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's 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 procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

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

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids 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 fully assembled 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 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous three (3) year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 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.

4.4 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, the Buyer’s name shall be shown on all packages. A complete packing list and weight ticket shall accompany each shipment. All weight tickets must contain the following information: date, type of material, gross weight, tare weight, net weight, grain straw mulch producer’s name, public weigh master’s stamp or number and signature or initials, and the purchase order number, and shall be turned into the Division Roadside Environmental Engineer/Supervisor at the time of delivery.

Vendors shall not ship any products until they have received an order.

4.5 PRE-DELIVERY STORAGE AND TESTING

If any grain straw mulch supplied to fulfill this contract is to be stored by the supplier for more than three (3) months, the storage area shall be treated with Dursban, Malathion, Tempo, or another insecticide suitable to eliminate straw itch mites. Vendor must test grain straw mulch for itch mites prior to delivery. If straw itch mites are found in the mulch in quantities suitable to cause irritation problems to NCDOT employees applying the Grain Straw Mulch, then the Vendor, at its sole expense, shall remove the contaminated Grain Straw Mulch and replace it with itch mite-free Grain Straw Mulch.

4.6 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

See Section 8.0 Exhibit for delivery addresses.

Vendor shall complete delivery within Thirty **(30)** consecutive calendar days after receipt of purchase order for **Divisions 3,4,5,8 and 12.**

For completion by Vendor:

Delivery will be made from _____ (city, state) within _____ consecutive calendar days after order is placed and delivery is requested by receiving Division receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Vendor shall complete delivery within Fifteen **(15)** consecutive calendar days after receipt of purchase order for **Division 7.**

For completion by Vendor:

Delivery will be made from _____ (city, state) within _____ consecutive calendar days after order is placed and delivery is requested by receiving Division receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

DELIVERY NOTES:

- 1) Deliveries will only be accepted Monday – Thursday (except State Holidays) 7:30 AM – 3:30 PM
- 2) Vendor shall call twenty-four (24) hours before delivery:
 - i. Division 3, Christopher Vause or Brian Groves at (910) 789-6190
 - ii. Division 4, John Adams at (252) 373-6434 or Katherine Beasley at (252) 640-6530
 - iii. Division 5, Corey Sudderth at (919) 317-4743
 - iv. Division 7, William Albright (336) 290-0235 or Michelle Tranbarger at (336) 290-0238
 - v. Division 8, Mark Thopson at (910) 773-8060
 - vi. Division 12, Ryan Barbee at (980) 552-4250
- 3) Vendor shall transport and deliver items in a covered storage trailer that shall be left on site until a new order is delivered, at which time the empty trailer shall be removed by the Vendor.
- 4) All deliveries shall have NCDA&CS certified weight tickets and shall be turned into the Division Roadside Environmental Engineer/Supervisor at the time of delivery. The scales shall be operated by a properly licensed weighmaster. Any certified weight tickets which are dated more than seven (7) days prior to delivery shall not be accepted unless re-weighed.

4.7 REFERENCES

Vendors shall provide at least three (3) references, using **ATTACHMENT E: CUSTOMER REFERENCE FORM**, for which your company has supplied the exact model of equipment offered. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has supplied the same or similar model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

4.8 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.

4.9 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing the **ATTACHMENT G: 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.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00

Note: The company shall comply with all applicable federal, state, and local laws, ordinances, and regulations governing safety and shall provide all safeguards needed on their own responsibility.

4.11 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.12 SECRETARY OF STATE REGISTRATION

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

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

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

4.13 SUSTAINIBILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective.

4.14 PRODUCT ORIGINATION

Vendor shall list in the table below the county(ies) from which the grain straw mulch used to fulfill this contract will originate:

County(ies) from which the grain straw mulch used to fulfill this contract will originate.	Is the point of origin within this county in a quarantined area? Contact NCDA&CS 1-800-206-9333
County_____	Quarantined Area ☐ YES ☐ NO
County_____	Quarantined Area ☐ YES ☐ NO
County_____	Quarantined Area ☐ YES ☐ NO

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

The specific items and any specifications that the Procurement Entity is seeking are listed below. Items offered by the Vendor must meet or exceed the listed specifications.

Specifications	Product/Service Offered Meets Specification
Grain Straw Mulch must be clean, dry, and free from mold.	☐ YES ☐ NO
Grain Straw Mulch must be free from straw itch mites in quantities suitable to cause irritation problems to NCDOT employees applying the Grain Straw Mulch.	☐ YES ☐ NO
Grain Straw Mulch must be reasonably free of foreign plant material including weeds and other grasses.	☐ YES ☐ NO
Grain Straw Mulch must be reasonably free from excessive amounts of noxious weeds as defined by the North Carolina Department of Agriculture & Consumer Services (NCDA&CS). Plant Industry - Noxious Weeds List NC Agriculture	☐ YES ☐ NO
Grain Straw Mulch must be reasonably free from mature seedbearing stalks, roots or bulblets of Johnson Grass, Nutgrass, Sandbur, Wild Garlic, Wild Onion, Crotalaria, and Witchweed.	☐ YES ☐ NO

Grain Straw Mulch must be tightly baled and must be 16-20 inches wide by 36-40 inches long by 12-16 inches deep.	☐ YES ☐ NO Average size of bales offered: Width in inches: _____ Length in inches: _____ Depth in inches: _____
Grain Straw Mulch bales must be rectangular and firmly packed, weighing from 40 to 60 pounds.	☐ YES ☐ NO Average weight of bales offered: _____ pounds per bale
Grain Straw Mulch bales must be bound together with bailing twine.	☐ YES ☐ NO
Grain Straw Mulch bales must remain intact during routine handling.	☐ YES ☐ NO

5.2 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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 CONTRACT 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.

Contract 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 (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 CONTINUOUS IMPROVEMENT

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

6.3 CERTIFICATIONS

Grain straw mulch originating in counties regulated for imported fire ant (*Solenopsis invicta*), witchweed (*Striga asiatica*), or other noxious weeds shall be accompanied with a certificate or permit issued by the North Carolina Department of Agriculture & Consumer Services (NCD&CS) or the United States Department of Agriculture (USDA). An official verification will be issued by NCD&CS/USDA when hay shipments originate in non-regulated counties to document the plant pest status of the county. Information on how to secure the permits/certificates or official verifications may be obtained from the NCD&CS at 1-800-206-9333.

Shipments of hay found to be moving without certificates/permits or found to be infested with a plant pest may be placed under stop sale and returned to the Vendor at his expense, treated at Vendor expense under the direction of the NCD&CS/USDA, or destroyed. Any contamination of the NCDOT storage facilities and/or rights of way by plant pests or other contaminants will become the Vendor's responsibility for cleanup and/or deposition. **Any inconsistencies or falsification of information will result in the immediate termination of the contract.**

All grain straw mulch shall be in compliance with all applicable State and Federal plant pest quarantines, such as the red imported fire ant, witchweed, etc. If Grain Straw Mulch shipments are made from a quarantined area, a certificate issued by the NCD&CS must accompany it stating that it is in compliance with applicable quarantine requirements. Contact the NCD&CS Plant Industry Division at 919-707-3730 or <https://www.ncagr.gov/divisions/plant-industry/plant-protection/plant-pest-quarantines>.

Prior to the delivery of each grain straw mulch shipment, the Vendor must contact the NCD&CS to obtain current plant pest quarantine requirements for the county where the hay originates. In cases where multiple shipments may be forthcoming, the NCD&CS may establish a compliance agreement to permit multiple shipments under a single certificate/permit. Failure to secure applicable certificates/permits/official verifications or the incidence of quarantine violations may result in termination of the contract in accordance with **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**. [Plant Industry - Plant Pest Quarantines | NC Agriculture](#).

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 Contract Manager.

In addition to meeting the Contract specifications and requirements, acceptance of Grain Straw Mulch shall be based on the following criteria:

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 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed line-item information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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

6.6 DISPUTE RESOLUTION

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

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

6.7 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.

6.8 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. Amendments to the contract can only be made through the contract administrator.

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7.0 ATTACHMENTS

ATTACHMENT A: PRICING FORM

Complete and return the Pricing associated with this IFB, which can be found in the table below:

FURNISH AND DELIVER:

ITEM #	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	90	Tons	Grain Straw Mulch per specifications Division 3 803 Penderlea Highway Burgaw, NC 28425	\$	\$
2	525	Tons	Grain Straw Mulch per specification Division 4 600 Middle Branch Rd Smithfield, NC 27577	\$	\$
3	300	Tons	Grain Straw Mulch per specifications Division 5 1076 Prison Camp Road Durham, NC 27750	\$	\$
4	120	Tons	Grain Straw Mulch per specifications Division 7 345 Prison Camp Rd Graham, NC 27253	\$	\$
5	120	Tons	Grain Straw Mulch per specifications Division 7 225 Country Home Road Reidsville, NC 27320	\$	\$
6	240	Tons	Grain Straw Mulch per specifications Division 8 3388 US Hwy 15-501 Carthage, NC 28327	\$	\$
7	120	Tons	Grain Straw Mulch per specifications Division 12 294 Kemper Road Shelby, NC 28152	\$	\$

TOTAL EXTENDED PRICE: \$ _____

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

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/north-carolina-general-terms-and-conditions-5-2025/open>

ATTACHMENT D: RESERVED

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://www.doa.nc.gov/pc-customer-reference-template-attachment-e-pdf/open>

(MUST RETURN)

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

(MUST RETURN)

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

(MUST RETURN)

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-eo-50-vendor-price-matching-opportunity-92021-pdf/open>

(MUST BE COMPLETED AND RETURNED WITH BID RESPONSE, IF APPLICABLE)

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

8.0 EXHIBIT A

Each order shall be delivered to each address stated below:

Agency	Address 1	City	State	Zip Code	Estimated Tons
Division 3 Roadside Environmental	803 Penderlea Highway	Burgaw	NC	28425	90
Division 4 Roadside Environmental	600 Middle Branch Rd	Smithfield	NC	27577	525
Division 5 Roadside Environmental	1076 Prison Camp Road	Durham	NC	27750	300
Division 7 Roadside Environmental	345 Prison Camp Road	Graham	NC	27253	120
Division 7 Roadside Environmental	225 County Home Road	Reidsville	NC	27320	120
Division 8 Roadside Environmental	3388 US Hwy 15-501	Carthage	NC	28327	240
Division 12 Roadside Environmental	294 Kemper Road	Shelby	NC	28152	120