

STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



# **CONTRACT PROPOSAL**

**DATE:**  
**August 18, 2023**

**Transportation Mobility and Safety Division  
Oversize/Overweight Permits Unit**

**Weigh Station Maintenance – WIM and Other Technology**

**BID DUE:**  
**Tuesday, September 12, 2023 @ 2:00 PM EST**

**BID NUMBER:**  
**54-MKB-12093737**

**NAME OF BIDDER:**

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**ADDRESS OF BIDDER:**

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# **INSTRUCTIONS TO BIDDERS**

**PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

- 1. The bid sheet furnished by the North Carolina Department of Transportation (NCDOT) with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
- 2. All entries on the bid sheet, including signatures, shall be written in ink.**
- 3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.**
- 4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the sheet.**
- 5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.**
- 6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.**
- 7. The bid shall be properly executed. All bids shall show and/or include the following information:**
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.**
  - b. Name and signature of individual or representative submitting bid and position or title.**
  - c. Name, signature, and position or title of witness.**
  - d. Federal Identification Number (or Social Security Number of Individual)**
  - e. Vendor's License Number (if Applicable)**
  - f. Certificate(s) of insurance (proof of coverage)**
  - g. Experience Rate Modifier (or proof of ineligibility)**
- 8. Bids submitted by corporations shall bear the seal of the corporation.**
- 9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.**
- 10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.**
- 11. THE BIDDER SHALL PROVIDE 1 ORIGINAL AND 1 COPY OF THE PROPOSAL WITH THE BID SHEET STILL ATTACHED. THE BID SHALL BE PLACED IN A SEALED ENVELOPE AND HAVE BEEN DELIVERED TO AND RECEIVED IN THE PURCHASING SECTION BY 2:00 PM EST ON 09/12/23.**

12. The sealed bid must display the following statement on the front of the sealed envelope:

**BID FOR Weigh Station Maintenance – WIM and Other Technology**  
**BID DUE-----09/12/23 @ 2:00 PM EST**

If delivered by mail, the sealed envelope shall be placed in an outer envelope and shall be addressed as follows:

**Weigh Station Maintenance – WIM and Other Technology**  
**54-MKB-12093737**  
**Mike Beaver**  
**North Carolina Department of Transportation**  
**Purchasing Section, Room 334B**  
**1510 Mail Service Center**  
**Raleigh, North Carolina 27699-1510**

If overnight delivery, the sealed envelope shall be placed in an outer envelope and shall be addressed as follows:

**Weigh Station Maintenance – WIM and Other Technology**  
**54-MKB-12093737**  
**Mike Beaver**  
**North Carolina Department of Transportation**  
**Purchasing Section, Room 334B**  
**1 South Wilmington St**  
**Raleigh, North Carolina 27601**

## **AWARD OF CONTRACT**

The award of the contract, if it be awarded, will be made to the lowest responsible eligible bidder in accordance with Section 103-4 of the [Standard Specifications for Roads and Structures 2018](#). The lowest responsible eligible bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject any and all bids.

# General Provisions

## GENERAL

Pursuant to [G.S. §20-183.9](#) and [G.S. §136-28.1 \(f\)](#), this contract is for **the general maintenance, service, repair, and calibration of WIM (weigh-in-motion) and other technology at permanent and virtual truck weigh stations**. The term “other technology” includes, but is not limited to, transponders/readers, weigh station open/close indicators, cameras, tire screening devices, and all associated wiring, connections, conduit, dynamic message signs, and fiber. See Attachment A for additional information. All work and materials shall be in accordance with the provisions of the General Provisions and the Project Special Provisions of this contract, current editions of NCDOT’s contract standards including the [Standard Specifications for Roads and Structures](#) and the [Roadway Standards Drawings](#), and the [Manual on Uniform Traffic Control Devices \(MUTCD\)](#).

### Contract Standards:

<https://connect.ncdot.gov/resources/Specifications/Pages/default.aspx>

### Manual on Uniform Traffic Control Devices:

<https://mutcd.fhwa.dot.gov/>

Should a catastrophic failure occur, NCDOT reserves the right to seek repair or replacement of equipment from other sources. The Vendor shall also keep himself fully informed of all Federal, State, and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107-1 of the [Standard Specifications for Roads and Structures](#).

## CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is to begin upon award of a contract. **The duration of this contract shall be three (3) years from date of award notification.** There will be no contract, and no purchase order for scale maintenance until all required prerequisite conditions and certifications have been satisfied. This contract may be cancelled at any time by either party with sixty (60) days written notice.

## EXTENSION OF CONTRACT TIME

Failure on the part of the Vendor to furnish certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. **The state reserves the right to extend this contract at its sole discretion for one (1) additional 6-month period.**

## PREQUALIFICATION

In accordance with [Rule 19A:02E.0703](#) of the North Carolina Administrative Code (NCAC), Vendors shall be prequalified to do the work at the time of bid opening. The construction work codes applicable to this solicitation are 004510 (“Weigh Station – Weigh-In-Motion”) and 004520 (“Weigh Station – Transponder Readers”), and responsive Vendors shall be prequalified in BOTH work codes to be eligible for any award. See [NCDOT’s prequalification website](#) for additional information.

# AUTHORITY OF THE WEIGH STATION MANAGER

The project coordinator for this project shall be the Director of the Oversize/Overweight Permits Unit or his/her designee (hereinafter referred to as the "Weigh Station Manager") who will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Vendor. The Weigh Station Manager shall also have authority to direct and/or implement a process for work requests, pre-work approvals, and the prioritization of work. The Weigh Station Manager's decisions shall be final and shall have executive authority to enforce and make effective such decisions and orders as the Vendor fails to carry out promptly.

## MATERIALS AND TESTING

The Weigh Station Manager reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications for Roads and Structures and the materials and test manuals. However, the Weigh Station Manager may reduce the frequency of sampling and testing where deemed appropriate. The Vendor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications for Roads and Structures. Material which is not properly certified will not be accepted.

### **Materials and Test Manuals:**

<https://connect.ncdot.gov/resources/Materials/Pages/Materials-and-Test-Manuals.aspx>

## INSPECTION

All work shall be subject to inspection by the Weigh Station Manager. Routinely, the Weigh Station Manager will make periodic inspections of the completed work. It will be the responsibility of the Vendor to keep the Weigh Station Manager informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Weigh Station Manager.

There shall be a minimum of two (2) inspections per year to assess the overall condition of the technology systems, to be performed by the Vendor. The first inspection shall take place no more than ninety (90) days upon award notification. Subsequent inspections shall occur approximately six (6) months following previous inspections. Additional inspections may be required upon request from the Weigh Station Manager. All inspections shall employ the use of an inspection checklist provided by the Weigh Station Manager, and the Vendor shall provide digital photographs of the conditions and issues. The Weigh Station Manager will evaluate all deficiencies found, and will assign work at his/her discretion, not necessarily employing the Vendor to repair the deficiencies found.

## **SUPERVISION BY VENDOR**

At all times during the life of this contract, the Vendor shall provide one permanent employee (hereinafter referred to as the "Project Manager") who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within twenty-four (24) hours' notice. At all times that work is being performed, the Vendor shall have present at the site, one competent employee who is authorized to act in a supervisory capacity over all work; the individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work, of reading and thoroughly understanding the contract, and receiving and carrying out directions from the Weigh Station Manager. The Vendor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present. The Vendor shall furnish a 24-hour emergency contact number for emergency repairs.

## **SAFETY AND ACCIDENT PROTECTION**

In accordance with Article 107-21 of the Standard Specifications for Roads and Structures, the Vendor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

## **SUBLETTING OF CONTRACT**

The Vendor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein.

## **UTILITY CONFLICTS**

The Vendor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities to ensure the safety of personnel and the public.

## **DEFAULT OF CONTRACT**

NCDOT shall have the right to declare a default of contract for breach by the Vendor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications for Roads and Structures.

## EXECUTIVE ORDER 24

By Executive Order 24, issued by Governor Perdue, and [G.S. §133-32](#), it is unlawful for any Vendor or Vendor (i.e. architect, bidder, Vendor, construction manager, design professional, engineer, landlord, offeror, seller, sub-Vendor, supplier, or Vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those Vendors and Vendors who:

- (1) Have a contract with a governmental agency; or
- (2) Have performed under such a contract within the past year; or
- (3) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, Vendors are encouraged to review Executive Order 24 and [G.S. §133-32](#).

### INSURANCE

The Vendor shall have and maintain, at a minimum, the following insurance coverage: worker's compensation (minimum amount of \$1,000,000 for each accident), automobile liability (minimum amount of \$1,000,000 for any auto), and general liability (minimum amount of \$5,000,000 per occurrence and general aggregate). The Vendor shall include in their bid package, the standard Association for Cooperative Operations Research and Development (ACORD) form(s) (or similar form) evidencing insurance coverage. Refer to Section 107-15 in the [Standard Specifications for Roads and Structures](#) for additional information. All insurance coverage shall be through a provider or providers authorized to operate in North Carolina. If awarded a contract, the Vendor shall submit annual verification of continued insurance coverage as soon as possible following any renewals and/or coverage changes.

### EXPERIENCE RATE MODIFIER

The Vendor shall have and maintain an Experience Rate Modifier (ERM) of 1.30 or less, or be ineligible for an ERM, in accordance with Transportation Mobility and Safety Division (TMSD) policies. The Vendor shall include in their bid package verification of a Vendor's current ERM rating using one of the following: the standard [TMSD Form ERM-03](#), letter from the [North Carolina Rate Bureau \(NCRB\)](#) or the [National Council on Compensation Insurance \(NCCI\)](#), or a letter from the Vendor's worker's compensation insurance carrier. If awarded a contract, the Vendor shall submit annual verification of their ERM following their annual rating review.

#### Experience Rate Modifier:

[https://connect.ncdot.gov/resources/safety/Tepl/Pages/Tepl-Topic-Original.aspx?Topic\\_List=E14](https://connect.ncdot.gov/resources/safety/Tepl/Pages/Tepl-Topic-Original.aspx?Topic_List=E14)

# **Project Special Provisions**

**The successful bidder will be responsible for the following:**

## **MAINTAIN TRUCK WEIGH STATION TECHNOLOGY:**

Maintain weigh-in-motion and other technology at truck weigh stations (see Table 1). The successful bidder shall be prequalified with NCDOT for this type of work and shall have experience and knowledge in the repairs and maintenance of weigh-in-motion and other indicated technology, and have in stock the appropriate parts to maintain these types of equipment. Any subsistence or lodging charges, where overnight stay is required, will be at your actual cost not to exceed \$135.60 per day per employee (which is based on the current [“Maximum Allowable Non-Salary Direct Costs”](#) schedule).

NCDOT expects prompt service that will keep the weigh stations operational in an acceptable amount of time. Under normal working conditions, service is expected to be provided within eight (8) hours from time of notification. It will be at the NCDOT’s sole discretion to choose a Vendor that it deems capable to meet the response time with service.

All work shall be warranted against defects in workmanship for a period of no less than sixty (60) days. All new components installed shall be warranted for a period of no less than the factory warranty period for parts and/or labor, or six (6) months, whichever is greater. A copy of the factory warranty shall accompany all new parts installed. In the event of a new part failure, the part will be replaced at no cost to NCDOT unless the failure is deemed to be caused by an act of God. All replacement parts shall be compatible with current systems and software. The Weigh Station Manager will be responsible for closing station(s) at a mutually agreed to date to allow for work to be performed in a safe manner.

## **PAYMENT TERMS:**

Payment terms shall be net 30 days from receipt and acceptance of services and invoice. The North Carolina Department of Transportation is exempt from sales and use tax. All invoices shall have a unique billing number with fewer than sixteen (16) characters and shall be submitted to “Mobility & Safety – Contract Administration” ([mobilityandsafetycontractadmin@ncdot.gov](mailto:mobilityandsafetycontractadmin@ncdot.gov)). All invoices must indicate all related maintenance costs for service, travel, equipment, parts, etc.

## **SOLVENCY:**

Vendor shall have the ability to maintain long-term solvency, shall maintain solvency for the life of the contract, and shall provide proof of solvency as requested by the Weigh Station Manager or the NCDOT Purchasing Section.



**Bid Number: 54-MKB-12093737**

**Attachment A: Current Inventory of Weigh Station Technology by Location**

*(Note that a "funded" item may/may not be installed during the life of any awarded contract.)*

	City (vicinity)	Route	Dir.	Location	Drive Wyze <sup>1</sup>	Pre Pass <sup>1</sup>	DOT Reader <sup>1</sup>	Thermal Imaging <sup>1</sup>	License Plate Reader <sup>1</sup>	Tire Screening Device <sup>1</sup>	WIM Ramp Screening <sup>1</sup>	WIM Mainline Screening <sup>1</sup>	Fiber <sup>1</sup>	Dynamic Message Sign <sup>2</sup>	Over Height Detector <sup>2</sup>	Sort Signals <sup>2</sup>
Buncombe	Asheville	I-40	EB	Approx. 12 miles W of Asheville	A	A		A	A	A		A	A	X		
Buncombe	Asheville	I-40	WB			A		F		F		F	A	X	X	
Gaston	Gastonia	I-85	NB	Approx. 2 miles SW of Gastonia	A	A			A	A	A	A	A	X	X	X
Halifax	Enfield	I-95	NB	Approx. 18 miles S of Roanoke Rapids	A	A	A		A	A			A	X		X
Halifax	Enfield	I-95	SB			A	A			F		A	A			
Henderson	Hendersonville	I-26	EB	Approx. 7 miles N of Hendersonville	A	X <sup>2</sup>			F							
Henderson	Hendersonville	I-26	WB			A	A			F						X
Iredell	Statesville	I-40	EB	Approx. 6 miles W of Statesville	A	A			F	F		A		X		
Iredell	Statesville	I-40	WB			A	A	A		A	F		A	A	X	
Mecklenburg	Charlotte	I-85	SB	Approx. 10 miles SW of Charlotte	A				A	A		A	A	X	X	X
Montgomery	Seagrove	I-74	NB	Approx. 3 miles S of Seagrove					A			A				
New Hanover	Wilmington	US 421	NB	Approx. 3 miles E and N of Belville					A			A				
Orange	Hillsborough	I-40/85	EB/NB	Approx. 15 miles W of Durham	A	A			A	A	A	A	A	X	X	X
Orange	Hillsborough	I-40/85	WB/SB			A	A			A	F	A	A	A	X	
Robeson	Lumberton	I-95	NB	Approx. 10 miles N of Lumberton	A	A			F					X		
Robeson	Lumberton	I-95	SB			A				F	<b>County</b>				X	X
Surry	Mount Airy	I-77	NB	Approx. 3 miles S of the Virginia state line	A	A			A	A		A		X		X
Surry	Mount Airy	I-77	SB			A	A			A		A			X	X
<b>Total Stations:</b>	<b>18</b>			<b>Total Items:</b>	<b>16</b>	<b>13</b>	<b>3</b>	<b>1</b>	<b>18</b>	<b>10</b>	<b>5</b>	<b>11</b>	<b>9</b>	<b>13</b>	<b>5</b>	<b>8</b>

A = Active    F = Funded    X = Present

<sup>1</sup> Source: "Weigh Station Feasibility Study" prepared by HNTB for the NCDOT Transportation Mobility and Safety Division (September 2022) - unless otherwise specified.

<sup>2</sup> Source: "Weigh Station Static Scale Assessment" prepared by HNTB for the NCDOT Transportation Mobility and Safety Division (June 2023).