

STATE OF NORTH CAROLINA

Department of Transportation

Invitation for Bid #: 54-JP-11979121

Ready Mix Concrete

Date Issued: March 5, 2021

Bid Opening Date: March 15, 2021

At 2:00 PM ET

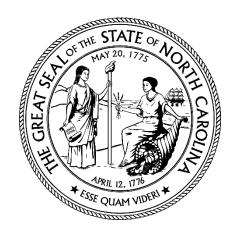
Direct all inquiries concerning this IFB to:

Joanna Priestley

Procurement Specialist III

Email: jlpriestley@ncdot.gov

Phone: 919-707-2628



STATE OF NORTH CAROLINA

Invitation for Bids # 54-JP-11979121

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's eVP (Electronic Vendor Portal) Number or alternate identification number (e.g., Social Security 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	

Federal ID Number or Social Security Number

Note: For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at https://vendor.ncgov.com/vendor/login

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

STATE OF NORTH CAROLINA Department of Transportation			
Refer <u>ALL</u> Inquiries regarding this IFB to:	Invitation for Bids # 54-JP-11979121		
Joanna Priestley	Bids will be publicly opened: March 15, 2021		
Phone: 919-707-2628			
Email: <u>ilpriestley@ncdot.gov</u>			
Using Agency: Transportation	Commodity No. and Description: 750, Road and Highway		
Requisition No.: 11979121	Building Material		

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. 14359.2), 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.

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.** These documents can be accessed from the <u>ATTACHMENTS</u> 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 #11):				
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:		
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:		

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Bid Number: 54-JP-11979121	Vendor:
VALIDITY PERIOD	
Offer valid for at least 60 days from date of bid opening, unless of offer shall be made in writing, effective upon receipt by the	

BID ACCEPTANCE

The contract is a separate document that represents the Vendor's and the State's entire agreement (herein "Contract"). If your bid is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

FOR STATE USE ONLY: Offer accepted and Contract awarded this day of, 2021, a	as indicated
on the attached certification, by	
(Authorized Representative of the Department of Transportation)	

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1.0 PURPOSE AND BACKGROUND

The intent of this specification is to obtain pricing for and select a Vendor to provide Ready Mix Concrete to the Department of Transportation.

The intent of this solicitation is to award an Agency Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of **two (2) years**, beginning on **April 6, 2021** (the "Effective Date"). In addition, the State reserves the right to extend a contract term after the last active term.

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. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Contract 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, the State's 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 term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.6 BID QUESTIONS. 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 and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, 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. 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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

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2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	March 5, 2021
Submit Written Questions	Vendor	March 9, 2021 by 12 PM ET
Submit Bids	Vendor	March 15, 2021 by 2 PM ET
Contract Award	State	ASAP

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 above due date.

Written questions shall be e-mailed to <u>jlpriestley@ncdot.gov</u> by the date and time specified above. Vendors will enter "IFB #54-JP-11979121: Questions" as the subject for the email. Questions 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 Interactive Purchasing System (IPS), http://www.ips.state.nc.us, 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 for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, courier or other delivery service. It is the Vendor's sole responsibility to ensure its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received. Any bid received after the bid submission deadline will be rejected.

Office Address of delivery by any other method (special delivery, overnight, or any other carrier). USPS DOES NOT DELIVER TO THIS ADDRESS

BID NUMBER: 54-JP-11979121

Attn: Joanna Priestley

NC Department of Transportation Purchasing Section, Room 334B

1 South Wilmington St. Raleigh, NC 27601

All Vendors are urged to take the possibility of delay into account when submitting a bid by courier, or other delivery service. Attempts to submit a bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

- a) Submit one (1) signed, original executed bid responses, one (1) signed photocopy.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For

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delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

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. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Cover Letter, must include a statement that confirms that the proposer has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES
- d) Vendor Response
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION

2.8 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. 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 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 document. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

A list of commonly used definitions has been provided in the INSTRUCTIONS TO VENDORS.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. 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 qualified bids will be evaluated, and award or awards will be based on the qualified bid(s) offering the lowest price that meets the requirements set out herein.

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.

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

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3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the bidder, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION and Paragraph 30, COMMUNICATIONS BY VENDORS of the INSTRUCTIONS TO VENDORS.

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 section 2.6.

All bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. 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. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. 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 IPS 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 submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT E: 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 and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

- 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

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3.5 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the North Carolina General Contract Terms and Conditions. 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department 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 and as otherwise stated in this IFB. If a Vendor is unclear about a requirement 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.

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.

4.2 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.4 DELIVERY

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

To Various locations in Yancy and Mitchell Counties

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

Upon completion of the delivery, the Vendor shall remove and properly dispose of all waste and debris from the delivery site. The Vendor shall be responsible for leaving the delivery area clean.

4.5 ESTIMATED QUANTITIES

All product quantities listed in the IFB are estimates based on the State's historical and anticipated needs. The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities. No maximum or minimum quantities are guaranteed.

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Bid Number: 54-JP-11979121	Vendor:	
5.0 PRODUCT SPECIFICATIONS		

5.1 SPECIFICATIONS

All material covered by this bid shall conform to the requirements in the North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures:

https://connect.ncdot.gov/resources/Specifications/StandSpecLibrary/2018%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf

Vendor's material must be on the NCDOT Approved Products List for Concrete.

Quantities are estimates only and are not guaranteed. It shall be understood and agreed that any purchase order issued during the contract period could be for more or less than the stated quantities.

VENDOR'S RESPONSE

Specifications	Product Offered is on the NCDOT Approved Products List for Concrete
Are all items listed on Attachment A of this IFB on the NCDOT Approved Products List for Concrete?	☐ YES ☐ NO

6.0 CONTRACT ADMINISTRATION

6.1 INVOICES

Vendor shall invoice the Buncombe Bridge Maintenance. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buncombe Bridge Maintenance with an invoice for each order. Invoices shall include detailed line item information to allow Buncombe Bridge Maintenance 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, Order Date, Purchase Order Number, 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.

6.2 DISPUTE RESOLUTION

During the performance of the contract, the parties must agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

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Bid Number: 54-JP-11979121	Vendor:

6.3 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.

6.4 CONTRACT CHANGES

Con0tract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

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7.0 ATTACHMENTS

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	100	CYD	Ready Mix Concrete, CI B	\$	\$
2	250	CYD	Ready Mix Concrete, CI A	\$	\$
3	100	CYD	Ready Mix Concrete, CI AA	\$	\$
4	100	CYD	NCDOT Approved 4x4 HI Early Strength Mix	\$	\$
5	200	CYD	Class A Pump Mix	\$	\$
6	100	CYD	Class AA Pump Mix	\$	\$
7	100	CYD	Accelerator 1% (Chloride)	\$	\$
8	100	CYD	Accelerator 1% (Non-Chloride)	\$	\$
9	100	CYD	HR Water Reducer (Super Plasticizer	\$	\$
10	100	CYD	Delvo	\$	\$
11	100	CYD	Retarder 50%	\$	\$
12	100	CYD	Retarder 100%	\$	\$
13	100	CYD	Flowable Fill Pump Mix	\$	\$
14	50	CYD	Fiber Commercial	\$	\$
15	50	CYD	Less than minimum order 0-12 miles	\$	\$
16	50	CYD	Less than minimum order greater than 12 miles	\$	\$

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17 CYD Remote Area greater than 30 \$ mi. zone fee	

TOTAL EXTENDED PRICE:	\$
TOTAL LATERIDED I RIOL.	Ψ

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here: https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form North-Carolina-General-Terms-and-Conditions 09.2020.pdf.

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

The Location of Workers Utilized by Vendor associated with this IFB is a separate document that is captioned **ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR** and can be found at the following link: https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Vendors-Located-Outside-the-United-States_01.2020.pdf.

ATTACHMENT E: HUB SUPPLEMENTAL SUPPLIER INFORMATION

The Historically Underutilized Businesses (HUB) Supplier Information associated with this IFB is a separate document that is captioned **ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form HUB-Supplemental-Vendor-Information 9.2020.pdf.

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