

STATE OF NORTH CAROLINA

Department of Transportation

Invitation for Bid #: 54-CA-11986015

Treated Posts

Date Issued: March 17, 2021

Bid Opening Date: March 31, 2021

At 2:00 PM ET

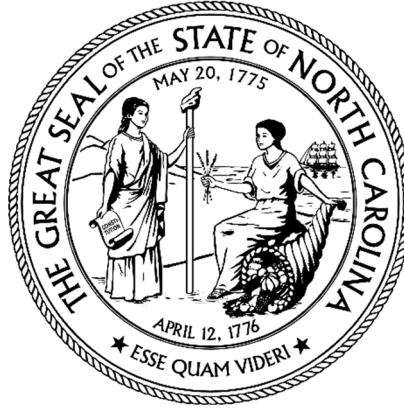
Direct all inquiries concerning this IFB to:

Christian Andresen

Procurement Specialist III

Email: ctandresen@ncdot.gov

Phone: (919)707-2627



STATE OF NORTH CAROLINA

Invitation for Bids

54-CA-11986015

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

Vendor #

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>

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: Christian Andresen (919)707-2627 ctandresen@ncdot.gov	Invitation for Bids # 54-CA-11986015
	Bids will be publicly opened: March 31, 2021 @ 2:00 PM ET
Using Agency: NC Department of Transportation	Commodity No. and Description: 301-029 Treated Posts
Requisition No.: 11986015	

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.

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 [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 #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

VALIDITY PERIOD

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

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 _____, 20____, as indicated
on the attached certification, by _____

(Authorized Representative of NC Department of Transportation)

1.0	PURPOSE AND BACKGROUND	5
2.0	GENERAL INFORMATION	5
2.1	INVITATION FOR BID DOCUMENT	5
2.2	E-PROCUREMENT SOLICITATION	5
2.3	NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS	5
2.4	IFB SCHEDULE	5
2.5	BID QUESTIONS	6
2.6	BID SUBMITTAL	6
2.7	BID CONTENTS	6
2.8	ALTERNATE BIDS	7
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	7
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS	7
3.1	METHOD OF AWARD	7
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION	7
3.3	BID EVALUATION PROCESS	8
3.4	PERFORMANCE OUTSIDE THE UNITED STATES	8
3.5	INTERPRETATION OF TERMS AND PHRASES	8
4.0	REQUIREMENTS	9
4.1	PRICING	9
4.2	PRODUCT IDENTIFICATION	9
4.3	TRANSPORTATION AND IDENTIFICATION	9
4.4	DELIVERY	9
4.5	WARRANTY	10
4.6	DEVIATIONS	10
4.7	REFERENCES	10
4.8	FINANCIAL STABILITY	10
5.0	PRODUCT SPECIFICATIONS	11
5.1	SPECIFICATIONS	11
6.0	CONTRACT ADMINISTRATION	14
6.1	PROJECT MANAGER AND CUSTOMER SERVICE	14
6.2	INVOICES	14
6.3	DISPUTE RESOLUTION	14
6.4	CONTRACT CHANGES	14
7.0	ATTACHMENTS	15
	ATTACHMENT A: PRICING FORM	15
	ATTACHMENT B: INSTRUCTIONS TO VENDORS	16
	ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS	16
	ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING	16

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR 16

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION..... 16

ATTACHMENT G: CUSTOMER REFERENCE FORM..... 16

ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION 16

1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids (IFB) is to obtain pricing from Vendors to furnish and deliver Treated Posts for the NC Department of Transportation Greenville Traffic Services.

The intent of this solicitation is to award an Agency Contract to one (1) Vendor, though the State reserves the right to make partial, progressive, or multiple awards where it is advantageous to award separately by items, where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, and geographical areas, and where other factors are deemed to be necessary or proper to the procurement in question.

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.**

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 17, 2021
Submit Written Questions	Vendor	March 22, 2021 @ 12:00 PM ET
Submit Bids	Vendor	March 31, 2021 @ 2:00 PM ET
Contract Award	State	TBD

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 ctandresen@ncdot.gov by the date and time specified above. Vendors will enter "IFB # 54-CA-11986015: 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, U.S. Postal Service, 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.

NC BIDS

If applicable to this IFB and using NC BIDS, all bid responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the [NC BIDS for Vendors](#) page includes online training videos and a link to [NC BIDS FAQs for Vendors](#).

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.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors bidding on this IFB periodically check the State's IPS 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.

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:

- 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.
- Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- Completed and signed version of EXECUTION PAGES
- Vendor Response
- Completed version of ATTACHMENT A: PRICING

- f) Completed and signed version of ATTACHMENT D: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING form that confirms that a price matching opportunity is requested
- g) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT G: CUSTOMER REFERENCE FORM
- j) Completed and signed version of ATTACHMENT H: 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.

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 D: 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 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

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 in accordance with Section 2.5.

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. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include in bid.

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):

NCDOT Greenville Traffic Services – 1712 N. Memorial Drive, Greenville, NC 27835

Successful Vendor shall complete delivery within **thirty (30)** consecutive calendar days after receipt of purchase order unless otherwise specified below.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

4.5 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

4.6 DEVIATIONS

The nature of all deviations from the *Specifications* and *Requirements* 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* and *Requirements*, and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall be explained in detail below or 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 Contract Terms and Conditions in this section.

4.7 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT G: CUSTOMER REFERENCE FORM, for which your company has supplied the exact 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 proposal.

4.8 FINANCIAL STABILITY

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

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

N.C. Department of Transportation Standard Specifications for Roads and Structures, January 2018

SECTION 1082 STRUCTURAL TIMBER AND LUMBER

1082-1 GENERAL

Use Southern Pine timber and lumber graded in accordance with the current grading rules of the Southern Pine Inspection Bureau unless otherwise specified or approved by the Engineer.

Use stress rated grades equal to or higher than the grades specified. For temporary crossings, the use of stress rated lumber having stress ratings below those specified may be used if approved by the Engineer.

Have all timber and lumber, including any preservative treatment, inspected and/or tested at no cost to the Department by an NCDOT approved commercial inspection company before it is delivered to the project. Provide industry standard commercial inspection reports for each shipment of untreated timber or lumber before its use on the project. Provide industry standard commercial inspection reports and treatment test reports for each shipment of treated timber or lumber before its use on the project. Perform all timber and lumber treatment inspections in accordance with Standard M2 (Part A) of the AWPAs Specifications. In addition, brand, hammer mark, ink stamp or tag each piece of timber or lumber with the approved commercial inspection company's unique mark to indicate it has been inspected.

1082-2 UNTREATED TIMBER AND LUMBER

Lumber that is 2 to 4 inches thick and 2 inches to 4 inches wide shall conform to Structural Light Framing, Grade No. 1 Dense MC19. Lumber that is 2 inches to 4 inches thick and 6 inches wide or wider shall conform to Structural Joists and Planks, Grade No. 1 Dense MC19. Lumber that is 5 inches and thicker along the least dimension shall conform to #1 Dense or Dense Select Structural (DSS). Rough lumber will be acceptable except where surfacing is called for by the contract. Rough lumber may vary $\pm 1/4$ inch from the dimensions shown on the contract or bill of material.

1082-3 TREATED TIMBER AND LUMBER

(A) General

Grade marked lumber will not be required. Brand or ink stamp each piece of treated lumber in accordance with the AWPAs Standard M6.

(B) Bridges, Fender Systems and Piles

Lumber for bridges that is 2 inches to 4 inches thick and 2 inches to 4 inches wide shall conform to Structural Light Framing, Grade No. 1 Dense. Lumber for bridges that is 2 inches to 4 inches thick and 6 inches wide and wider shall conform to Structural Joists and Planks, Grade No. 1 Dense. Lumber for bridges that is 5 inches and thicker along the least dimension shall conform to Structural Lumber, #1 Dense or Dense Select Structural (DSS). Lumber for fender systems shall conform to Structural Lumber, #1 Dense or Dense Select Structural (DSS).

Timber for piles shall meet ASTM D25 except that the timber shall be Southern Pine, and have at least a 2 inches sap ring or a 3 inches sap ring where called for by the contract or where the preservative is creosote and the retention is greater than 18 lbs/cf. Rough lumber will be acceptable except where surfacing is called for by the contract or bills of material. Rough lumber may vary $\pm 1/4$ inch from the dimensions shown in the plans or bill of material. Dressed lumber may be $1/8$ inch 1 scant from the dimensions shown in the plans or bill of material. A $1/4$ inch tolerance in length will be permitted.

(C) Guardrail Posts

Lumber for guardrail posts shall conform to Timbers, Grade No.1. Rough lumber will be acceptable. An allowable tolerance of $3/8$ inch scant will be permitted from nominal dimensions.

(D) Fence Posts and Braces

Sawed fence posts and braces no larger than 4 inches x 4 inches shall conform to Structural Light Framing, Grade No. 2. Sawed fence posts and braces larger than 4 inches x 4 inches shall conform to Timbers, Grade No. 1. Round lumber shall meet Subarticle 1050-2(A). Use fully dressed S4S lumber for fence posts. An allowable tolerance of $1/2$ inch scant will be permitted from nominal dimensions of sawed and dressed lumber.

(E) Sign Posts and Battens

Lumber for sign posts no larger than 4 inches x 4 inches shall conform to Structural Light Framing, Grade No. 1 MC19. Lumber for sign posts larger than 4 inches x 4 inches and lumber for sign battens shall conform to Timbers, Grade No. 1. Use fully dressed S4S lumber for sign posts and battens. An allowable tolerance of 1/2 inch scant will be permitted from nominal dimensions of sign posts. A tolerance of 1 inch under and 3 inches over will be permitted in the length of the post.

(F) Poles

Timber for poles shall meet ANSI O5.1 except the timber shall be treated Southern Pine or treated Douglas Fir. Use 40 feet Class 3 poles unless otherwise specified in the contract.

1082-4 PRESERVATIVE TREATMENT

(A) General

Give all timber and lumber required to be treated a preservative treatment in accordance with AWP Standards. The required retention of chromated copper arsenate is specified on the oxide basis. Preservative retention will be determined by the assay method. After treatment, handle the timber and lumber carefully with rope slings, without sudden dropping, breaking of the fibers, bruising or penetrating the surface with tools or hooks. Treated timber and lumber will not be accepted for use unless it has been inspected and found satisfactory, both before and after treatment, and shall be delivered to the project site in a condition acceptable to the Engineer. Use treating plants that have laboratory facilities at the plant site for use of the inspector in accordance with AWP Standard T1.

(B) Timber Preservatives

Use timber preservatives conforming to AWP Standard U1 and T1.

(C) Bridges, Fender Systems and Piles

Treat timber and lumber for bridges and fender systems in accordance with AWP Standard U1, except the type of preservative and the retention of preservative will be as required by the contract. Treat piles in accordance to AWP Standard U1 and T1, 1 except the type of preservative and the retention of preservative will be as required by the contract.

(D) Guardrail Posts

Treat guardrail posts in accordance to AWP Standard U1 and T1, except require retention of preservative as below. Give all guardrail posts a preservative treatment of creosote, pentachlorophenol or chromated copper arsenate. The same type of preservative is to be used throughout the entire length of the project. Minimum retention for creosoted timber will be 12 lbs. of preservative per cubic foot of wood. Minimum retention for timber treated with pentachlorophenol will be 0.6 pound of dry chemical per cubic foot of wood. Minimum retention for timber treated with chromated copper arsenate will be 0.6 lb. of dry chemical per cubic foot of wood.

(E) Fence Posts and Braces

Treat sawed posts and braces in accordance with AWP Standard U1 and T1, except require retention of preservative as below. Treat round posts and braces in accordance with AWP Standard U1 and T1, except require retention of preservative as below. Before treatment, peel round posts and braces cleanly for their full length, remove all bark and innerskin, and trim all knots and projections flush with the surface of the surrounding wood. Machine peeling will be permitted. Cut the ends to the proper length before treatment. Give all fence posts and braces a preservative treatment of either creosote, pentachlorophenol, or chromated copper arsenate. The same type of preservative shall be used throughout the entire length of the project. Minimum retention for creosoted sawed timber will be 10 lbs. of preservative per cubic foot of wood. Minimum retention for sawed timber treated with pentachlorophenol will be 0.5 lb. of dry chemical per cubic foot of wood. Minimum retention for sawed timber treated with chromated copper arsenate will be 0.5 lb. of dry chemical per cubic foot of wood. Minimum retention for creosoted round timber will be 8 lbs. of preservative per cubic foot of wood. Minimum retention for round timber treated with pentachlorophenol will be 0.4 lb. of dry chemical per cubic foot of wood. Minimum retention for round timber treated with chromated copper arsenate will be 0.4 lb. of dry chemical per cubic foot of wood.

(F) Sign Posts and Battens

Treat sign posts and battens in accordance with AWP Standard U1 and T1, except require retention of preservative as below. Give all sign posts and battens a preservative treatment of either pentachlorophenol or chromated copper arsenate. The same type of preservative shall be used throughout the entire length of the project. Minimum retention for timber treated with pentachlorophenol will be 0.6 lb. of dry chemical per cubic foot of wood. Minimum retention for timber treated with chromated copper arsenate will be 0.6 lb. of dry chemical per cubic foot of wood. All timber shall have moisture content of not greater than 19% before treatment. Redry timber treated with chromated copper arsenate after treatment until it has moisture content of not greater than 25%.

(G) Poles

Treat poles in accordance with AWPA Standard U1 and T1, except require retention of preservative as below. Give all poles a preservative treatment of either pentachlorophenol, or chromated copper arsenate. The same type of preservative shall be used throughout the entire length of the project. Minimum retention for poles treated with pentachlorophenol will be 0.45 lb. by assay of dry chemical per cubic foot of wood. Minimum retention for poles treated with chromated copper arsenate will be 0.6 lb. by assay of dry chemical per cubic foot of wood.

VENDOR'S RESPONSE

<i>Item #</i>	<i>Specifications</i>	<i>Product/Service Offered Meets Specification</i>
1	4" x 4" x 10' Treated Posts <ul style="list-style-type: none"> • SYP • Grade No. 1 • S4S 3 ½" x 3 ½" • 0.60 CCA 	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	4" x 4" x 12' Treated Posts <ul style="list-style-type: none"> • SYP • Grade No. 1 • S4S 3 ½" x 3 ½" • 0.60 CCA 	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	4" x 4" x 14' Treated Posts <ul style="list-style-type: none"> • SYP • Grade No. 1 • S4S 3 ½" x 3 ½" • 0.60 CCA 	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	4" x 4" x 16' Treated Posts <ul style="list-style-type: none"> • SYP • Grade No. 1 • S4S 3 ½" x 3 ½" • 0.60 CCA 	<input type="checkbox"/> YES <input type="checkbox"/> NO

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

If selected for award, the Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

6.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency 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.

6.3 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.

6.4 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.

The remainder of this page is intentionally left blank

7.0 ATTACHMENTS

ATTACHMENT A: PRICING FORM

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	200	EA	4" x 4" x 10' Treated Posts <ul style="list-style-type: none"> • SYP • Grade No. 1 • S4S 3 1/2" x 3 1/2" • 0.60 CCA 		
2	1,250	EA	4" x 4" x 12' Treated Posts <ul style="list-style-type: none"> • SYP • Grade No. 1 • S4S 3 1/2" x 3 1/2" • 0.60 CCA 		
3	100	EA	4" x 4" x 14' Treated Posts <ul style="list-style-type: none"> • SYP • Grade No. 1 • S4S 3 1/2" x 3 1/2" • 0.60 CCA 		
4	50	EA	4" x 4" x 16' Treated Posts <ul style="list-style-type: none"> • SYP • Grade No. 1 • S4S 3 1/2" x 3 1/2" • 0.60 CCA 		

TOTAL EXTENDED PRICE: \$ _____

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_12.2020.pdf

ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING

The Vendor Request for EO50 Price-Matching associated with this IFB is a separate document that is captioned **ATTACHMENT D: VENDOR REQUEST FOR EO50 PRICE-MATCHING** and can be found at the following link:
https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_01.2020.pdf

ATTACHMENT E: 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 F: CERTIFICATION OF FINANCIAL CONDITION

The Certification of Financial Condition associated with this IFB is a separate document that is captioned **ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION** and can be found at the following link:
<https://files.nc.gov/ncdoa/pandc/OnlineForms/CERTIFICATION-OF-FINANCIAL-CONDITION.pdf>

ATTACHMENT G: CUSTOMER REFERENCE FORM

The Customer Reference Form associated with this IFB is a separate document that is captioned **ATTACHMENT G: CUSTOMER REFERENCE FORM** and can be found at the following link:
https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer-Reference-Template_092020.pdf

ATTACHMENT H: 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