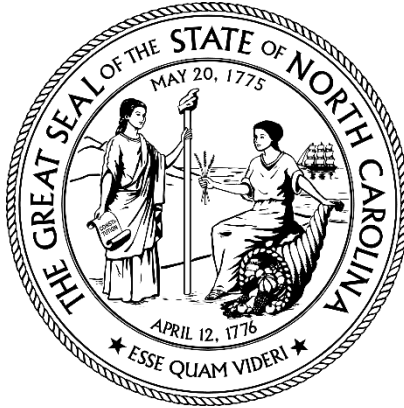




STATE OF NORTH CAROLINA

Department of Transportation

Invitation for Bid: 54-JJ-PR37020

**Triple 65 LF – 66” Aluminum Pipe with Headwalls - Ash Little River Road -
SR1300 Pipe Replacement**

Date Issued: July 20, 2026

Bid Opening Date: August 3, 2026

At 02:00PM ET

Direct all inquiries concerning this IFB to:

Jason James

Procurement Specialist III

Email: jsjames@ncdot.gov

Phone: 919-707-2617



STATE OF NORTH CAROLINA

Invitation for Bids

54-JJ-PR37020

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://vendor.ncgov.com/vendor/login>

Electronic bid responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Department of Transportation

Refer <u>ALL</u> Inquiries regarding this IFB to: <i>Jason James</i> jsjames@ncdot.gov	Invitation for Bids # 54-JJ-PR37020
	Bids will be opened Virtually: August 3, 2026, 2:00PM ET
Using Agency: North Carolina Department of Transportation	Commodity No. and Description: 301217 ROAD AND HIGHWAY BUILDING MATERIALS (NOT ASPHALTIC)
Ariba Requisition No.: PR37020	

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:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: 54-JJ-PR37020

Vendor: _____

VALIDITY PERIOD

The offer shall be valid for at least ninety (90) 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 _____, 2026, 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 the Invitation for Bid (IFB) is to obtain pricing from vendors to furnish, deliver and assemble a triple-barrel aluminum pipe culvert system, including headwalls, wing walls, welding requirements, flanged joints, geogrid stabilization material, and on-site technical support for Division 3 Bridge Maintenance project located in Brunswick Co.

The intent of this solicitation is to award an Agency Specific Contract (one-time purchase).

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 or 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 purport 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 non-responsive.

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
Post IFB to eVP	State	July 20, 2026
Submit Written Questions	Vendor	July 23, 2026, by 11:00AM ET
Provide Responses to Questions	State	July 27, 2026

Submit Bids	Vendor	August 3, 2026, 2:00PM ET
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Microsoft Teams Meeting

Join:

<https://teams.microsoft.com/meet/250628906196278?p=U2YMj9EG61x3uXhCZS>

Meeting ID: 250 628 906 196 278

Passcode: GD7yi3Ld

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 984-204-1487,,317500298#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 317 500 298#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 116 703 317 4

[More info](#)

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 jsjames@ncdot.gov by the date and time specified above. Vendors will enter "**IFB #54-JJ-PR37020: Questions**" as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in the 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. 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 bid submission, the Department may release an unredacted version if a record request is received.

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 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.

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) Vendor's response:
 - 4.4 Delivery & Assembly
 - 4.5 Authorized Reseller
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) 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 #54-JJ-PR37020 (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 or awards 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 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 purchaser 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 bid, 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 bids, 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 bid 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 purchaser named in this IFB regarding requirements of the IFB (prior to bid 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 were 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 Buyer for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. The Vendor shall not invoice for any amounts not specifically allowed for in this Bid. Complete ATTACHMENT A: PRICING FORM and include with Vendor's 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 shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order. Successful vendor shall attach to the shipment of material in a waterproof envelope, shipping memorandum giving name of shipper, NCDOT, purchase order number, routing, and destination.

4.4 DELIVERY & ASSEMBLY

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

NC DOT- BRUNSWICK BRIDGE MAINTENANCE

25 OLD RIVER ROAD

LELAND, NC 28451

Vendor shall deliver Aluminum Pipe with Headwalls ("structures") within thirty (30) consecutive calendar days after receipt of purchase order. **All "structures" to be delivered to the above address.**

NCDOT will be responsible for the delivery of the Aluminum Pipe and Aluminum Structural Plate Headwalls from the NCDOT yard to the related job site.

Vendor and NCDOT shall agree, in writing, upon a final assembly date(s) at the specified delivery locations for each of the structures. Assembly of the structures shall be performed by the Vendor or their subcontractor and must be completed within three (3) working days of the agreed upon assembly date(s).

DELIVERY NOTES:

1. Deliveries will be **ONLY accepted Monday - Thursday 7:00am – 5:00PM.**
2. **Vendor shall call prior to delivery to ensure entry - Ben Valdez 910-789-3869 or Vinnie Merrick 910-616-7970 24 hours in advance of delivery to confirm time of delivery.**
3. NCDOT reserves the right to call for inspection of any material prior to delivery.
4. Vendor must note claims for shortage or breakage on the delivery ticket.
5. Upon completion of the delivery, the Vendor shall remove and properly dispose of all waste and debris resulting from delivery from the delivery site.
6. NCDOT will provide help to the driver with unloading, if needed, at the convenience of NCDOT.

ASSEMBLY NOTES:

1. Sections and bands shall be assembled and alphanumerically/alignment match-marked at the Vendor's location before shipping to verify fit and assembly is to be done by the vendor.
2. Vendor shall provide initial and final assembly of the Aluminum Pipe with Headwalls. Vendor shall be on-site for a minimum of three (3) days to help with installation oversight during the installation and backfilling of the fully assembled structure through completion to ensure the fully assembled structure (s) are installed correctly.
3. Vendor shall supply all necessary hand/power tools such as electric impact wrenches, drills, bits, and spud bars to assemble headwalls and aluminum box culvert at the final assembly location.
4. NCDOT will provide power generators and any large equipment needed for excavation, backfill, and lifting assemblies.

4.5 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization within five (5) consecutive calendar days upon request from the agency. Failure to provide this statement & indicate whether or not they are a manufacturer, dealer, reseller, or distributor below may constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ Yes ☐ No Attached Manufacturer's Authority: ☐ Yes ☐ No

4.6 WARRANTY

The manufacturer's standard warranty shall apply. The Vendor shall provide a copy of the manufacturer's standard warranty within five (5) consecutive calendar days after request from the agency.

4.7 REFERENCES

References are not required prior to the bid opening date; however, references may be required at a later time. If so requested, Vendor agrees to furnish at least three (3) references for which your company has provided substantially similar items as those offered in its bid response, using ATTACHMENT E: CUSTOMER REFERENCE FORM. The references must be received within five (5) consecutive calendar days after request is made by the State. Failure to comply with this requirement shall be a sufficient basis for rejection of the bid without further consideration.

The State may contact these users to determine the 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 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. 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

4.10 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.

4.11 SUSTAINABILITY 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 purchase or use is practicable and cost effective.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

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

Aluminum Arch Pipe with Aluminum Structural Plate Headwalls conforming to the NCDOT 2024 Standard Specifications for Roads and Structures, and any addenda thereto. All structures must be inspected, approved, and stamped by an NCDOT Materials & Test inspector.

<https://connect.ncdot.gov/resources/Specifications/2024StandardSpecifications/2024%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>

For a list of approved Producers/Suppliers go to <https://apps.ncdot.gov/vendor/approvedproducts/Producer.aspx>.

Materials covered by Section 1032 that are shop and/or field welded require notification to the M&T Metals group. Producer/Suppliers can use the Notification for Beginning of Work Form which can be found on the Materials and Tests Unit webpage at the below weblink:

<https://connect.ncdot.gov/resources/Materials/MaterialsResources/MT%20Form%20M4000%20Notification%20of%20Beginning%20Work.pdf>

***Pipe to be assembled at the plant to ensure Proper Fit & Headwall level without re-drilling any holes to make fit work in the field.**

***All corrugated aluminum pipe and structural plate shall conform to the requirements of AASHTO M219, and ASTM B746. Welding of aluminum components shall conform to the latest edition of AWS D1.2 code.**

NOTES:

Vendor must provide all necessary hardware, wale beams, caps, continuous flat gaskets, galvanized steel tieback rods with dead man anchor plates, anchors, lugs, inserts, adjustable turnbuckles, and all other materials necessary to complete the project.

All structure materials and incidentals shall be designed and fabricated to meet or exceed AASHTO material requirements for Aluminum Box Culvert with Aluminum Structural Plate Headwalls. LRFD HL-93 loading and North Carolina Department of Transportation Standard Specifications. The headwalls shall be designed for surcharge.

MATERIAL QUALITY AND WORKMANSHIP

A. STRUCTURE IS TO BE FULLY WELDED INSIDE AND OUT TO HEADWALLS USING TWO ROOT WELDS AND TWO FINISH WELDS ON EITHER SIDE OF THE WALL. ALL FINISH WELDS ARE TO BE GROUND TO A SMOOTH FINISH.

B. HEADWALLS ARE TO BE REINFORCED PER AASHTO SPECIFICATIONS AND STRUCTURAL ENGINEER'S REQUIREMENTS.

Final Design Plans

A. WITHIN FIVE (5) CONSECUTIVE CALENDAR DAYS AFTER THE AWARD, VENDOR SHALL SUBMIT TO THE CENTRAL BRIDGE MAINTENANCE ENGINEER FOR APPROVAL, **NC LICENSED PROFESSIONAL ENGINEER DETAILED DRAWING**, STAMP, AND WALL CALCULATIONS PROVIDED BY AN INDEPENDENT ENGINEERING FIRM.

VENDOR, PLEASE SEND THE DETAILED DRAWINGS TO THE FOLLOWING EMAIL ADDRESS BELOW

Via delivery service:

James Bolden, PE
Structure Management Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

Drawing Submittals via email: SMU-wdr@ncdot.gov

This address is for detailed drawings, stamp, & wall calculations submittals only. Please direct all questions/comments to James L. Bolden (jlbolden@ncdot.gov), Emmanuel Omile (eomile@ncdot.gov) and Madonna Rorie (mrorie@ncdot.gov).

B. WITHIN FIVE (5) CONSECUTIVE CALENDAR DAYS AFTER AWARD, VENDOR SHALL SUBMIT TO THE DIVISION BRIDGE MAINTENANCE ENGINEER FOR ACCEPTANCE, TWO (2) COPIES OF THE SAFETY BRACING PLANS TO ELIMINATE THE TIPPING OR FALLING OF THE HEADWALL DURING ASSEMBLY

VENDOR, PLEASE SEND THE DETAILED DRAWINGS TO THE FOLLOWING EMAIL ADDRESSES BELOW:

Bid Number: 54-JJ-PR37020

Vendor: _____

Ben Valdez

Brunswick / New Hanover County Bridge Maintenance Supervisor II

bvaldez@ncdot.gov

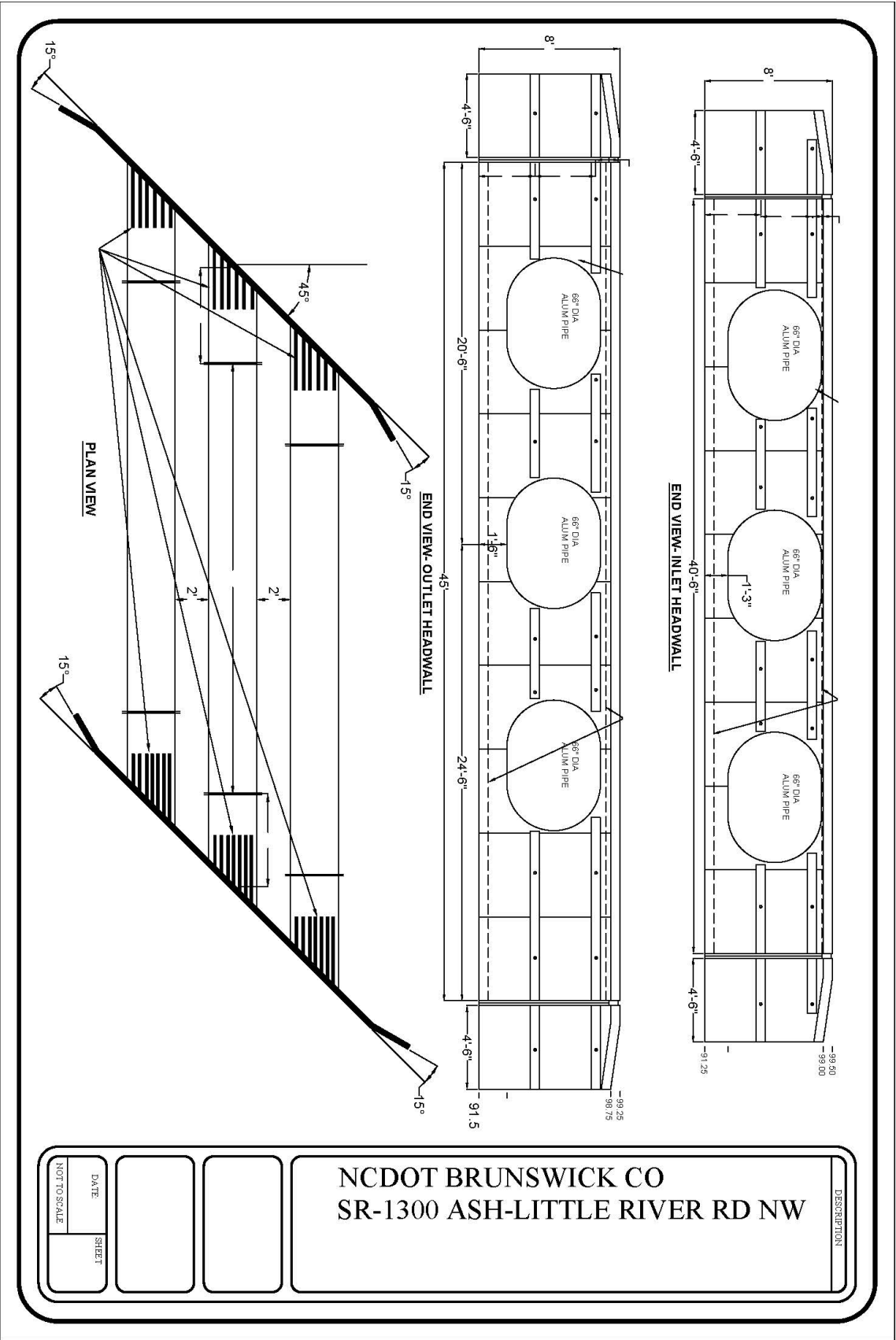
AND:

Vinnie Merrick

Brunswick / New Hanover County Bridge Maintenance Supervisor I

tvmerick@ncdot.gov

Item #1 – Brunswick Co.- Ash-Little River Rd, NW



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 CONTINUOUS IMPROVEMENT

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

6.2 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 Administrator.

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.

6.3 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 the Purchasing Agency to verify pricing at the 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.

NCDOT Brunswick Bridge Maintenance
25 Old River Rd.
Leland, NC 28451
Email invoices to: division3invoices@ncdot.gov

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

6.4 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.

6.5 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:

Item #	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	LOT	1EA – Triple 65LF – Runs of 66" Aluminum Corrugated Pipe Fully Welded @ To the Headwall walls at a 45-degree skew with 2EA – Root Welds & 2 Finish Welds with Welded Flanged Joints with 1 Root Welds & 2 Finish Welds on each Flange. Bolt Holes to be 7/8" Diameter NOT SLOTTED, 1EA - 8' Tall x 40.5' Long x .250" Thick Inlet Headwall with 2EA - Various Height Wing Walls 4.5' Long on the inlet end, 8' Tall x 45' Long x 0250 Thick Outlet Headwall with 2EA – Various Height Wing Walls 4.5' Long on the outlet end, 3 Days On site Assembly support by Manufactures Rep. 2 EA - NC Dot Non-Woven Filter Fabric Type IV. 2EA –Roll of TX-160 Tensar Geogrid or functional equivalent. Make: _____ Model: _____ See Section 5.1 for drawings	\$ _____	\$ _____

TOTAL EXTENDED PRICE: \$ _____

DESCRIPTION:

Corrugation offered _____

Manufacture of Materials & Test ID Number: _____

****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://ncadmin.nc.gov/media/15503/open>

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 BE COMPLETED AND RETURNED WITH BID RESPONSE

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 BE COMPLETED AND RETURNED WITH BID RESPONSE

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE MATCHING (if applicable)

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 *****