

-- STATE OF NORTH CAROLINA--
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.

INDUSTRY DRAFT REQUEST FOR PROPOSALS



**REST AREA SYSTEM
STATEWIDE SPONSORSHIP**

November 15, 2017



VOID FOR BIDDING

TECHNICAL PROPOSAL AND REVENUE PROPOSAL SUBMISSION BY: **January 9, 2018 AT 4:00 PM**

DATE AND TIME OF REVENUE PROPOSAL OPENING: **January 16, 2018 AT 2:00 PM**

COUNTIES: Various

ROUTE NO. Various

TYPE OF WORK: Sponsorship of the Rest Area System

**PROPOSAL FORM FOR REST AREA SYSTEM SPONSORSHIP PROGRAM
STATEWIDE IN NORTH CAROLINA**

Date_____ 2018

**DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Proposer herein acknowledges that it has carefully examined the location of the proposed work; has carefully examined the Final Request for Proposals (RFP) and all addenda thereto, specifications, special provisions, the form of contract, and the forms of contract bonds, which are acknowledged to be part of the Contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Proposer agrees to be bound upon its execution of the Contract and including any subsequent award to them by the Department in accordance with this Contract to provide the necessary contract bond(s) or irrevocable letter(s) of credit and evidence of registration with the North Carolina Secretary of State within fourteen calendar days after the written notice of award is received by them.

If the undersigned Proposer proposes to install signs, then the Proposer further agrees to provide all necessary materials, machinery, implements, appliances, tools, labor, and other means of construction, except as otherwise noted, to perform all the work and required labor to design, and complete all the work necessary in accordance with the requirements of the Department, the Final RFP and addenda thereto, the 2018 *Standard Specifications for Roads and Structures*, and specifications prepared by the Department.

The Proposer acknowledges that project documents furnished by the Department are preliminary and provided solely to assist the Proposer in the development of its Technical Proposal and Revenue Proposal. Unless otherwise noted herein, the Department does not warrant or guarantee the sufficiency or accuracy of any information furnished by the Department.

The Proposer shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract, and shall indemnify and hold the Department harmless for any additional costs and all claims against the Department or the State which may arise due to errors or omissions of the Department in furnishing preliminary information, and of the Proposer in performing the work. The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, JANUARY 2018*, as well as, all design manuals, policy and procedures manuals, applicable FHWA Orders and AASHTO publications and guidelines referenced in the Request For Proposals, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; that, except as herein modified, all the work included in this contract is to be done in accordance with the documents noted above and under the direction of the Engineer.

The contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except by written approval as allowed by the Request for Proposals.

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PURPOSE AND DESCRIPTION

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit written proposals from qualified firms to enter into an exclusive sponsorship agreement with the North Carolina Department of Transportation (Department). The intent is to provide sponsorship of the North Carolina Rest Area System whose mission is to offer opportunities for short breaks while traveling and convenient highway access to public restrooms, drinking water and picnicking facilities. The Rest Area System Sponsorship Program (“Sponsorship Program”) will provide sponsorship opportunities for the Rest Area facilities.

PROGRAM DESCRIPTION

State law authorizes the Department to enter into contracts for public-private sponsorship participation at state owned rest areas. (N.C. Gen Stat. § 136-28.1(m)). A list of current Rest Areas/Welcome Centers/Visitor Centers are reflected in Exhibit A of this document including its specific location on the interstate or primary highway routes and Calendar Year 2016 estimated visitors.

Currently, the Sponsorship Program consists of the following sponsorship opportunities:

- 1) Mainline Sponsorship Signs;
- 2) On-site signage at all Rest Area System facilities; and
- 3) Recognition on the NCDOT Rest Area System website.

The Successful Proposer will compensate the Department for the opportunities provided. The Proposer may enter into agreements with private Sponsors to generate the revenue payable to the Department in exchange for acknowledgement signs erected in advance of and within the Rest Area facilities. The Department shall have no legal responsibility for agreements or contracts made between a Sponsor and any entities contracted by them to perform work under this Sponsorship Agreement.

A Proposer can only appear in one response to this Request for Proposals. Any Sponsorship Agreement resulting from this solicitation will require the Successful Proposer to provide the Department guaranteed annual sponsorship revenue for the privilege/right of exclusively sponsoring, or developing sponsorships for the Sponsorship Program. The Successful Proposer shall arrange for payment of sponsorship revenue for selected rest areas and independently secure revenue to share with the Department. The Successful Proposer shall pay the guaranteed sponsorship revenue to the Department in accordance with the Sponsorship Amount Special Provision.

DEFINITIONS

Acknowledgement Signs are signs that are intended only to inform the traveling public that a highway-related service, product or monetary contribution has been sponsored by a person, firm or entity. Acknowledgement signs are installed only as independent sign assemblies.

Department is the North Carolina Department of Transportation (NCDOT).

Division Engineer refers to the chief administrative officer in charge of a Highway Division of the Department. With respect to the Sponsorship Program, the name includes any person designated by the Division Engineer to act for the Department pursuant to this contract.

Division refers to one of the 14 Department highway geographic Divisions having the responsibility of administering the transportation operations and maintenance in their area.

Rest Area System refers to Rest Areas, Welcome Centers and Visitor Centers that offer opportunities for short breaks while traveling and convenient highway access to public restrooms, drinking water and picnicking facilities. The interior of the Welcome Centers and Visitor Centers facilities are excluded from sponsorship opportunities.

Rest Area System Program Manager is a Department employee who has been designated as the point of contact for the Successful Proposer. The Rest Area System Program Manager will be responsible for overall administration of the Rest Area System Sponsorship Program, including coordination of all technical facets of the contract with the Successful Proposer.

Logo is a distinctive emblem or trademark that identifies a commercial business and/or the product or service offered by the business.

Sponsor means a person, firm or entity which has been approved by the Department for the sponsorship program.

Sponsorship Agreement is the contract between the Department and the Successful Proposer to provide for sponsor acknowledgement opportunities in exchange for payments of the Sponsorship Amount to the Department. The Sponsorship Agreement is comprised of the Revenue Proposal (Final Request for Proposals, and all addenda thereto, properly executed by the Successful Proposer and the Department), contract bonds as required in this Request for Proposals, and any supplemental agreements to this Sponsorship Agreement. Any documents referenced in this Request for Proposals are hereby incorporated and made a part of this Sponsorship Agreement. Also referred to as "Contract".

Sponsorship Amount is the dollar amount of guaranteed revenue to be paid to the Department as identified as "TOTAL AMOUNT OF GUARANTEED REVENUE FOR TWO (2) YEARS \$" on the Successful Proposer's Revenue Proposal Sheet contained in this Sponsorship Agreement.

Sponsorship Program is the program administered by the Department that allows a person, a firm, or an entity to sponsor an element of the Department's highway operation through the provision of highway-related services, products and any voluntary or monetary contributions.

Successful Proposer is the Proposer selected pursuant to the selection process outlined in this Request for Proposals. The Proposer shall be responsible to arrange for sponsorship revenue for the specified highway routes. Also referred to as "Contractor".

SUCCESSFUL PROPOSER GENERAL OBLIGATIONS

The Successful Proposer will work as an independent contractor for the Sponsor. Neither the Successful Proposer nor the Sponsor shall be considered an employee of the Department. The Department will not prescribe the terms and conditions of contracts between a Sponsor and the Successful Proposer except that such terms and conditions may not be contradictory to this Sponsorship Agreement. The Department will not establish the fee schedule to be paid by the Sponsor to the Successful Proposer nor guarantee that such fees are paid by the Sponsor to the Successful Proposer. Nothing in this Request for Proposals shall be construed to exclude the possibility of the Successful Proposer serving as the direct Sponsor.

All work by the Successful Proposer shall be performed in a manner satisfactory to the Department and in accordance with the established customs, practices, and procedures of the Department, and in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the U.S. Secretary of Transportation as provided in Title 23, U.S. Code, Section 109 (b).

This contract may require the Successful Proposer to perform, or contract entities to perform, various work along the designated routes and Rest Area facilities. The Successful Proposer's responsibilities include, but are not limited to:

- Coordinating with the Department, and performing obligations in accordance with the Department guidelines and contract requirements;
- If the Proposer elects to install signage, supplying all labor, equipment and capital resources necessary to meet the sign installation requirements of the contract;
- Ensuring that all subcontractors are provided all requirements of this contract regarding work zone safety, insurance, and worksite cleanup in accordance with this Request for Proposals and all local ordinances, and state and federal laws and regulations;
- Providing for the maintenance and replacement of damaged or missing acknowledgment signs; and
- Ensuring that personnel are equipped with personal safety equipment in accordance with applicable local, state and federal laws.

Work performed under this contract shall be in accordance with the FHWA Order 5160.1A (Exhibit B), NCDOT Sponsorship Policy and Procedures (Exhibit C), and the 2018 *Standard Specifications for Roads and Structures* unless otherwise stipulated in this Request for Proposals. As this contract is at no cost to the Department, any reference to payments to the

Successful Proposer by the Department in the 2018 *Standard Specifications for Roads and Structures* are not applicable to this contract.

DEPARTMENT OBLIGATIONS

The Department is responsible for the management of the Rest Area System operations and maintenance.

The Department supports the Sponsorship Program by providing the following field and administrative services:

- Verifying that the Successful Proposer is performing at acceptable levels and operating in a safe manner;
- Verifying that the Successful Proposer is entering into agreements/contracts with a Sponsor that meets the criteria established in the Proposer's Sponsor Screening protocol;.
- Conducting periodic sign inspections
- Coordinating with the Successful Proposer in the future as the program evolves
- Installing acknowledgment signs if so elected by the Successful Proposer (costs to be reimbursed by the Successful Proposer); and
- Providing the Successful Proposer with estimated yearly reports, as available, detailing visitation of the facilities.

DEPARTMENT RESERVATIONS

The Department reserves the right, at its sole discretion, to cancel this procurement, or to re-advertise in another public solicitation.

The Department reserves the right to accept or reject any and all responses and / or discontinue the selection process at any time prior to contract execution.

The Department assumes no liability for, and will not reimburse, costs incurred by Proposers (whether selected or not) in developing responses to this Request for Proposals.

The Department reserves the right to request and obtain additional information about any and all responses to the Request for Proposals. The Department may also issue addenda to the Final Request for Proposals which will be posted to the website noted herein.

The Department reserves the right to add or delete Rest Area System facilities that are available for sponsorship at any given time.

The Department does not make any representation or guarantee that any given Rest Area System facility may be operational at any given time due to renovations or any closures.

INSTRUCTIONS TO PROPOSERS

PROCUREMENT TIMELINE

A timeline for this procurement will be maintained on the following website:

[https://connect.ncdot.gov/letting/Pages/Design-Build-Letting-Details.aspx?let_id=Rest Area System Sponsorship - 2017](https://connect.ncdot.gov/letting/Pages/Design-Build-Letting-Details.aspx?let_id=Rest%20Area%20System%20Sponsorship%20-2017)

Each Proposer is encouraged to monitor this website for modifications to the timeline, including the due date for responses to the Final Request for Proposals. At this time, all Proposals are due no later than 4:00 p.m. on January 9, 2018.

OPTIONAL QUESTION AND ANSWER MEETINGS

Due to the unique nature of the work involved in this contract, all prospective Proposers are encouraged, but not required, to attend individual question-and-answer meetings with the Department to address project specifics and address questions related to this procurement and this Request for Proposals. These meetings will be held on December 7, 2017 at the Department's Century Center Complex located at 1020 Birch Ridge Drive, Raleigh, North Carolina in Building B (enter at Door B2). Each Proposer has an opportunity to select a one-hour time slot between 9:00 am and 4:00 pm EST for such a meeting or phone call. The Department will attempt to provide other days and times as may be required to accommodate an individual Proposer. Such request for an exception to the December 7, 2017 date may also be requested through the email address noted below. To request a time slot, please send an email to designbuild@ncdot.gov no later than 5:00 pm EST on December 4, 2017.

QUESTIONS RELATED TO THIS PROCUREMENT

To ensure that information is distributed equitably to all Proposers, all questions and requests for information shall be directed to the State Contract Officer through the Design-Build e-mail address (designbuild@ncdot.gov). Proposers shall be responsible for reviewing the RFP and any addenda issued by the Department prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, of any provision which the Proposer fails to understand. This process precludes any Proposer, or representative, from contacting representatives of the Department, other State Agencies or Federal Agencies either by phone, e-mail or in person concerning this procurement.

The State will not be bound by oral explanations or instructions given at any time during the proposal process or after award. Only information that is received in response to this Request for Proposals (RFP) will be evaluated; reference to information previously submitted will not suffice as a response to this solicitation.

Questions regarding the content of this RFP will be addressed by revising this Industry Draft Request for Proposals to create a Final RFP, and further addenda to the Final Request for Proposals as may be necessary, all of which will be posted to the website above.

PREQUALIFICATION REQUIREMENTS

Prequalification is not required in order to submit a response to this Request for Proposals; however, all entities or subcontractors performing physical work on the highway, at Rest Area facilities or those firms preparing traffic control plans shall be prequalified prior to performing the work in accordance with Article 102-2 of the 2018 Standard Specifications for Roads and Structures.

REGISTRATION TO CONDUCT BUSINESS IN NORTH CAROLINA

Proposers shall be properly registered and licensed to conduct business in the State of North Carolina with the Office of the Secretary of State. The Successful Proposer shall submit evidence of such registration no later than the deadline for submitting contract bonds/ irrevocable letters of credit. It is the responsibility of the Proposer to verify the registration of any corporate subsidiary or subcontractor.

SUBMITTAL OF PROPOSAL DOCUMENTS

The Proposer's Proposal documents shall comply with the following requirements in order for the Proposal documents to be responsive and considered for award.

The Proposer shall deliver the Proposal documents to the place indicated, and prior to the time indicated in the Final Request for Proposals. The Proposal consists of two separate, sealed envelopes or containers: (1) a Technical Proposal in response to the Final Request for Proposals (and all associated addenda thereto); and (2) a Revenue Proposal.

The Revenue Proposal shall be this hard copy of the Final Request for Proposals, including all addenda thereto, as provided by the Department, with the Revenue Proposal Sheet completed, and the document properly executed by the Proposer.

The Revenue Proposal Sheet shall be completed to include the name of the Proposer, the annual payment to be made to the Department for each year of the Sponsorship Agreement term ("Year ____ Guaranteed Revenue to NCDOT for Rest Area System Sponsorship \$") and the sum of the two annual payments ("TOTAL AMOUNT OF GUARANTEED REVENUE FOR TWO (2) YEARS \$"). The annual payment amount for any one year shall not be less than 20% of the sum of the two annual payments.

The Revenue Proposal shall be signed by an authorized employee of the Proposer on the appropriate "Execution of Bid, Non-Collusion Affidavit, Debarment Certification, and Gift Ban Certification" and "Revenue Proposal" sheets contained at the back of the Final Request for Proposals and executed in accordance with Articles 102-8(A)(8) and 102-9 of the 2018 *Standard Specifications for Roads and Structures*.

The bound Final Request for Proposals, including all addenda thereto, provided by the Department shall be used and shall not be taken apart or altered. To request a formal copy of the Final Request for Proposals that is needed to submit as the Revenue Proposal, send an email request to:

rfq_package_request@ncdot.gov

The submittal of a Final Request for Proposals that has been downloaded from the website is not sufficient for submitting a Proposal.

The Technical Proposal shall address all the requirements as specified in the Final Request for Proposals, and all addenda thereto.

Proposal documents that do not adhere to all the requirements noted herein may be considered non-responsive and may result in the Department not considering the Proposer for award of the contract or reading of their Revenue Proposal publicly.

Proposal documents will be accepted until 4:00 p.m. **Local Time on January 9, 2018**, at the office of the State Contract Officer:

Mr. Ronald E. Davenport, PE
Contract Standards and Development
1020 Birch Ridge Drive
Century Center Complex - Building B
Raleigh, NC 27610

No Proposals will be accepted after the time specified.

REVENUE PROPOSAL

The Proposer shall submit the Revenue Proposal by completing the applicable signature sheet and the Revenue Proposal Sheet in the hard copy of this Final Request for Proposals, including all addenda thereto, as provided by the Department.

The Revenue Proposal shall be submitted by returning the Final Request for Proposals (including all addenda thereto) with the appropriate "Execution of Bid, Non-Collusion Affidavit, Debarment Certification, and Gift Ban Certification," signature and "Revenue Proposal" sheets completed, and all required signatures. Failure to execute the required documents may render the Proposal non-responsive.

The Proposer shall certify to the best of its knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the "Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification" signature sheets in this RFP. Execution of the signature sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the "Debarment Certification", constitutes the Proposer's certification of "status" under penalty of perjury under the laws of the United States.

The Revenue Proposal shall include all addenda stapled therein, or as otherwise provided by the Department, and shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Revenue Proposal
Submitted by (Proposer's Name)
Rest Area System Sponsorship Program

TECHNICAL PROPOSALS

Technical Proposals in response to the Final Request for Proposals (and all addenda thereto) shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Technical Proposal
Submitted By: (Proposer's Name)
Rest Area System Sponsorship Program

Ten copies of the Technical Proposal shall be submitted. The Technical Proposal shall be on 8 ½ x 11 inch pages, printed on one side. The Technical Proposal shall not exceed 15 pages in length, including any and all voluntary exhibits. Throughout the entire Technical Proposal, no specific font size or line spacing is required. However, all aspects of the Technical Proposal, including but not limited to the narrative, tables, charts and graphics, should be clearly legible.

If dividers are used and contain specific project information they will be counted as pages. Fold out pages will not be permitted.

Submissions exceeding the page limitations outlined above may be rejected and the Proposer will be notified in writing of the reason(s) for the rejection.

The Proposer's Technical Proposal shall be developed using narratives, tables, charts, plots, drawings and sketches as appropriate. The purpose of the Technical Proposal is to demonstrate the abilities and concepts of the Proposer as relates to the requirements cited in the Successful Proposer Selection section of the Final Request for Proposals and any addenda thereto.

The Technical Proposal sealed envelope/container shall include a signed cover letter, not to exceed two pages in length, and shall be addressed to Mr. Ronald E. Davenport. The cover letter should include an expression of the Proposer's interest in being selected for the contract, a statement confirming the commitment to the extent necessary to meet the requirements of this Request for Proposals, and a summary of key points regarding the Proposer's qualifications. The cover letter shall also include the name, phone number, and email address of both a primary and secondary contact person for the Proposer. The cover letter is not counted toward the 15-page page limitation.

SUCCESSFUL PROPOSER DETERMINATION

GENERAL

The selection of the Successful Proposer shall be made using a best value procurement process. (N.C. Gen Stat. § 136-28.1(m)). Therefore, the selection will not be based solely on Revenue. Technical Proposals shall address the Proposer's qualifications, experience, understanding and marketing initiatives in Rest Area System Sponsorships.

A Technical Review Committee (TRC) composed of five senior personnel from pertinent groups within the Department will evaluate the Technical Proposals on the basis of the criteria outlined in the Final Request for Proposals, and any Addenda thereto.

The award of a contract pursuant to this Request for Proposals does not in any way imply that the Department accepts the specific operating details of the Technical Proposal submitted by the Proposer.

TECHNICAL PROPOSAL EVALUATION CRITERIA

The Technical Proposals will be evaluated in each of the following categories:

Evaluation Criteria for Technical Proposals

Proposer Qualification/Program Experience	35
Program Understanding	35
Marketing Initiatives	30
Maximum Score	100

1. Proposer Qualification / Program Experience – 35 points

- Identify the legal structure of the Proposer and / or consortium of firms.
- Describe the Proposer's experience in similar sponsorship programs, both in specific regard to Rest Areas, and generally in regard to any other transportation related sponsorship programs.
- If the Proposer is serving as the direct Sponsor, describe the Sponsor's experience in similar sponsorship programs in regard to Rest Areas and generally in regard to any other transportation related sponsorship programs.
- Generally describe the actual revenues received by the Departments of Transportation, or other such owners, for the above programs as compared to the revenues projected by the Proposers for those other programs.
- Identify similar contracts or arrangements in which the Proposer has participated that ended in a termination of the contract or agreement and describe the circumstances under which the contract or arrangement was terminated.

2. Program Understanding – 35 points

- Discuss generally the tasks involved in this contract. Identify any special issues or problems that are likely to be encountered. Demonstrate clearly and concisely that the Proposer understands the technical and institutional elements which the Proposer must address.
- Describe the sponsor screening protocol that will be used to screen potential sponsors.
- Describe the Proposer's concept of Rest Area Sponsorship program management.
- Describe the manner of implementation of the proposed Rest Area Sponsorship program, sequence and relationships of the major steps.

3. Marketing Initiatives – 30 points

- Describe whether or not the Proposer has successfully marketed sponsorship services for transportation related programs or services. For each relevant experience, provide a contact name and phone number for the entity for which the services were performed. Describe the nature of work performed by the Proposer on these engagements.

DETERMINATION OF SUCCESSFUL PROPOSER

The Technical Review Committee shall first determine whether the Technical Proposals are responsive to the requirements of the Request for Proposals. If the Technical Proposal fails to adhere to the format and limitations outlined in the Final Request for Proposals or any addenda thereto, the Technical Proposal may be deemed to be non-responsive.

The Department reserves the right to ask for clarification on any item in the Technical Proposal. A written response to this request for clarification shall be provided to the Department prior to the date of the opening of the Revenue Proposal. The contents of the written response may affect the Technical Review Committee's determination of the Technical Proposal's responsiveness and/or the overall evaluation of the Technical Proposal. If any commitments or clarifications provided in the written response conflict with the contents of the Technical Proposal, the contents of the written response will govern.

The TRC shall evaluate each responsive Technical Proposal based on the rating criteria provided in the Request for Proposals. The TRC will submit an overall consensus Technical Proposal score for each Proposer to the State Contract Officer.

Evaluation Criteria for Technical Proposals

Proposer Qualification/Program Experience	35
Program Understanding	35
Marketing Initiatives	30
Maximum Score	100

The Department reserves the right to conduct oral interviews with the Proposers prior to finalizing a Technical Score for each Technical Proposal. If the Department exercises such right, oral interviews will be conducted with all responsive Proposers.

The State Contract Officer will use a table based on the maximum quality credit percentage to assign a Quality Credit Percentage to each proposal based on the proposal's overall Technical Score. The maximum quality credit percentage is 10%. The Technical Review Committee may elect to assign point values to the nearest one-half of a point (e.g. 90.5). In this event, the Quality Credit Percentage will be determined by linearly interpolating within the table entitled "Quality Credit Percentage for Technical Proposals."

Quality Credit Percentage for Technical Proposals

Technical Score	Quality Credit (%)	Technical Score	Quality Credit (%)
100	10.00	84	4.67
99	9.67	83	4.33
98	9.33	82	4.00
97	9.00	81	3.67
96	8.67	80	3.33
95	8.33	79	3.00
94	8.00	78	2.67
93	7.67	77	2.33
92	7.33	76	2.00
91	7.00	75	1.67
90	6.67	74	1.33
89	6.33	73	1.00
88	6.00	72	0.67
87	5.67	71	0.33
86	5.33	70	0.00
85	5.00		

The maximum Technical Score shall not exceed 100 points in determining the Quality Credit percentage.

If any of the Technical Proposals are considered non-responsive, the State Contract Officer will notify those Proposers of that fact. The State Contract Officer shall publicly open the sealed Revenue Proposal and multiply each Proposer's Total Guaranteed Revenue Proposal by the Quality Credit Percentage earned by the Proposer's Technical Proposal to obtain the Quality Value of each Proposer's Technical Proposal. The Quality Value will then be added to each Proposer's Total Guaranteed Revenue to obtain an Adjusted Guaranteed Revenue based upon Revenue and Quality combined. Unless all Proposals are rejected, the Department will recommend to the State Transportation Board that the Proposer having the highest Adjusted Guaranteed Revenue be awarded the contract.

In the event that a Proposer awarded this Sponsorship Agreement fails to provide the requisite contract bond(s) or irrevocable letter(s) of credit or evidence of registration with the Secretary of State, the NCDOT reserves the right to award the Sponsorship Agreement to the Proposer with the next highest Adjusted Guaranteed Revenue amount.

The following table shows an example of the calculations involved in this process.

An Example of Calculating Quality Adjusted Price Ranking

Proposal	Technical Score	Quality Credit (%)	Total Guaranteed Revenue (\$)	Quality Value (\$)	Adjusted Guaranteed Revenue (\$)
A*	95	8.33	510,000	42,483	552,483
B	90	6.67	500,000	33,350	533,350
C	90	6.67	490,000	32,683	522,683
D	80	3.33	520,000	17,316	537,316
E	70	0.00	470,000	0	470,000
* Successful Proposer – Guaranteed Revenue \$510,000					

AWARD OF CONTRACT

The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all Proposers that it will affirmatively ensure that the contract(s) entered into pursuant to this advertisement will be awarded to the Proposer with the highest Adjusted Guaranteed Revenue Proposal without discrimination on the ground of race, color, or national origin.

CONTRACT BONDS/IRREVOCABLE LETTERS OF CREDIT

The Successful Proposer is responsible for removing all sponsor insignia from all facilities and for returning the facilities to their previous condition at the conclusion of the Sponsorship Agreement term. The Successful Proposer shall supply a performance bond to insure that this work can be performed in the event that the Successful Proposer fails to remove all sponsor insignia from all facilities and return the facilities to their previous condition. At the option of the Successful Proposer, an irrevocable letter of credit in the amount of the performance bond may be provided to the Department in lieu of the performance bond.

The Successful Proposer is given the option in the Special Provisions for installing the static signs along the roadway routes, either through the Department, or by utilizing a qualified vendor to perform the sign installation work. In the event the Successful Proposer elects to maintain their option to arrange for the installation of the signs through private vendors, a payment bond shall be required. At the option of the Successful Proposer, an irrevocable letter of credit in the amount of the payment bond may be submitted to the Department in lieu of the payment bond.

The payment and performance bond forms to be submitted are available at the project website noted herein.

Article 103-7 of the 2018 *Standard Specifications for Roads and Structures* is therefore replaced in its entirety with the following:

The Successful Proposer, within 14 calendar days after the notice of award is received by the Successful Proposer, shall provide the Department with (1) a performance bond or an irrevocable letter of credit in an amount equal to Ten Thousand Dollars (\$10,000.00) and (2) if the Successful Proposer elects to maintain their option to arrange for the installation of the signs through private vendors at any time during the term of the Sponsorship Agreement, a payment bond or an irrevocable letter of credit in an amount equal to Ten Thousand Dollars (\$10,000.00) prior to the installation of any signs.

The performance and payment bonds shall be in conformance with N.C. Gen. Stat. § 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State.

SPECIAL PROVISIONS

CONTRACT PERIOD

The Date of Availability of this Sponsorship Agreement is March 1, 2018. The term of the Sponsorship Agreement will be two (2) years from the Date of Availability. The Department retains the option to extend this Sponsorship Agreement for up to two (2), two-year periods, if mutually agreeable with the Successful Proposer.

The Contract Officer or Rest Area System Program Manager will notify the Successful Proposer in writing no later than three months prior to the end of the Sponsorship Agreement term as to whether the Department wishes to extend the Sponsorship Agreement. The Successful Proposer shall reply in writing within two (2) weeks of receipt of this notice as to whether the Successful Proposer consents to an extension of this contract. Failure on the part of the Successful Proposer to reply will be considered a rejection of the extension.

REST AREA SYSTEM SPONSORSHIP PROGRAM MANAGER

The Roadside Environmental Rest Area Section Supervisor will serve as the Rest Area System Program Manager and be the main point of contact for the Successful Proposer. The Rest Area System Program Manager will be responsible for overall administration of the Sponsorship Program, including signs and review of other promotional opportunities proposed by the Successful Proposer. The Rest Area System Program Manager will be responsible for continuous oversight and review of this program, and for taking appropriate action to address issues which arise during the term of the Sponsorship Program contract.

SPONSORSHIP AMOUNT

The Successful Proposer shall make an annual payment no later than June 30th of each year of the term. The guaranteed annual payments shall be in the amounts specified on the Revenue Proposal Sheet.

In the event that the Successful Proposer and the Department mutually agree to extend the term of the Sponsorship Agreement, and unless otherwise mutually agreed upon, the guaranteed annual revenue payments to the Department during the extended term(s) will be set at a percentage of the highest guaranteed annual revenue payment listed on the Revenue Proposal Sheet as follows:

Year 3 Revenue	120%
Year 4 Revenue	120%
Year 5 Revenue	130%
Year 6 Revenue	130%

SOLICITATION OF SPONSORS

Individuals, businesses, corporations, or other organizations may be Sponsors in this program. The Department may reject sponsorship requests or seek the rescission of a sponsorship if it is determined that a sponsorship would jeopardize the Sponsorship Program, would be counterproductive to the program's purpose, or would create a safety hazard for Department employees or the public. Additionally, the Department may reject a sponsor that does not meet the requirements of the Successful Proposer's sponsor screening protocol as submitted and accepted by the Department.

The responsibility of marketing for private sponsorship rests solely upon the Successful Proposer. The Successful Proposer shall be responsible for screening potential Sponsors for suitability before forwarding to the Rest Area System Program Manager. Such screening of Sponsors shall be in conformance with the sponsor screening protocol submitted and accepted by the Rest Area System Program Manager or their designee prior to the selection of any sponsor.

The Successful Proposer shall have only one system wide sponsor for the Rest Area System.

REST AREA SYSTEM FACILITIES AVAILABLE

Fifty-Eight (58) Rest Area System Facilities will be available for sponsorship. Exhibit A of this document provides location and visitor information regarding fifty-seven (57) Rest Area System facilities available for sponsorship. Four (4) Rest Areas along Interstate 77 north of the Interstate 40 interchange will be replaced by one (1) rest area in early 2018. The four (4) rest areas being closed include three (3) in Iredell County and one (1) in Yadkin County. The Department reserves the right to add or delete facilities conveyed in Exhibit A at any time. For an electronic overview of Rest Area locations, please refer to the materials provided on the project website and at the Rest Area System Website (<http://www.ncdot.gov/travel/restareas/>).

The NCDOT is also open to other sponsorship opportunities suggested by the Proposers for increasing revenue for the Sponsorship Program that are not specified in this Request for Proposal. Proposers are advised to take this into consideration when submitting questions or comments prior to the submission of Technical and Revenue Proposals. Other sponsorship opportunities are listed below. Please note this list is not exhaustive and includes only some of the possible sponsorship opportunities.

- Promotion of the Rest Area System and its sponsorship through conventional media channels such as radio, social networks provided there is no expense to the Department and the promotion highlights the amenities provided at the Rest Area System facilities. All promotion activities shall be pre-approved by the Department.
- Creation of a social media hashtag that the general public can use when talking about the Rest Area System.
- Creation of a program brand that states "NCDOT (Sponsor Name) Rest Area". All program branding shall be pre-approved by the Department.
- Implementation of a third-party hosted website, with content approved by the Department, where the traveling public can learn more about the Rest Area System

- Acknowledgment of the Sponsorship Contract award on the Department's website via a press release and an update announcing the sponsorship on the Rest Area System webpage (<http://www.ncdot.gov/travel/restareas/>).

RIGHT-OF-WAY CONCERNS

If the Successful Proposer elects to erect signs, effect traffic control, etc. in the NCDOT right of way, the Successful Proposer shall notify local law enforcement if any illegal materials are discovered at a site designated for sign installation and leave those materials where found. The Successful Proposer shall notify the Division Roadside Environmental Engineer immediately if hazardous materials or dead animals are discovered at a sign location on a highway route. The Successful Proposer's personnel should not touch or attempt to remove materials, which may be toxic or otherwise hazardous. Items to avoid include powders, chemicals, smelly substances, suspicious packages, chemical drums or containers, weapons, medical waste, syringes, hypodermic needles or dead animals.

SUCCESSFUL PROPOSER– SPONSOR RELATIONSHIP

All marketing and contracting between the Successful Proposer and Sponsor(s) are to be exclusively contracted between the Successful Proposer and Sponsor(s). The Department is not a party to any contract between the Successful Proposer and a Sponsor. The Successful Proposer and Sponsor(s) are expected to be fully familiar with the provisions of this contract. The Department may terminate the contract if the Successful Proposer fails to perform the required services and will notify the Successful Proposer and Sponsor in such event. The cost for a Sponsor participating in the program is to be negotiated solely between the Sponsor(s) and Successful Proposer.

SPONSORSHIP SIGNS

Sponsor Program Acknowledgment Signs

Acknowledgement Signs may be installed along the highway mainline or within the rest area in accordance with the requirements of FHWA Order 5160.1A (Exhibit B) and the MUTCD. The sign design shall be submitted to the Department for review and approval in regards to compliance with the MUTCD, foundation, break-away steel post configuration, mounting height, etc.

The Successful Proposer has two options to pursue for the installation of the Acknowledgment Signs: (1) the Successful Proposer may arrange and contract for the fabrication and installation of the signs and supports itself at its own cost; or (2) sign components and supports may be fabricated and installed by the Department at a price to be mutually agreed upon, payable in advance.

General Signing Requirements

The design of all Acknowledgement Signs and sponsor acknowledgement panels shall be submitted to the Rest Area System Program Manager for approval prior to any of the sign components being fabricated. The sign components shall conform to the Manual on Uniform Traffic Control Devices and shall not contain graphics that resemble traffic control devices or that have the potential to mislead or misinform the traveling public. Website addresses and phone numbers will not be allowed.

Signs shall be fabricated and installed at locations negotiated with the Successful Proposer and approved by the Department, along highway routes in advance of the Rest Area and within the Rest Areas as shown in Exhibit A. The Department reserves the right to cover, relocate or remove signs for maintenance or construction operations or when deemed to be in the best interest of the Department or the traveling public without notice. The Department has the authority to relocate or remove signs if a need for a higher priority regulatory, warning or guide sign is identified. Should the Successful Proposer choose to install the signs, the Successful Proposer shall be responsible for identifying and avoiding all utility conflicts.

Signs shall be mounted in accordance with the Department's typical ground mounted standards and placed outside the clear recovery zone and so as to not obstruct the display of any other Department sign. The ground-mounted Acknowledgement Signs shall be installed as close to the beginning of the rest area facility as feasible, taking into account safety and existing signage. In accordance with FHWA Order 5160.1A, one acknowledgement sign for each direction of travel may be installed on the highway mainline. Acknowledgement signs may be placed within the Rest Area, provided that these sign legends are not visible to highway mainline traffic and do not pose safety risks to rest area users. Additional information regarding FHWA Order 5160.1A can be found at the following website:

<http://mutcd.fhwa.dot.gov/resources/policy/sponsorshipfaq/>

During the term of the Sponsorship Agreement, the Successful Proposer is responsible for sponsorship sign maintenance, repair and replacement. At the end of the term, the sign assembly becomes the property of NCDOT.

If a Sponsor terminates its relationship with the Successful Proposer, or in the case of the termination of contract for any reason, the Sponsor Program sign is to remain in place, but the sponsor acknowledgement panel is to be removed or permanently covered by the Successful Proposer with prior written notification to the Rest Area System Program Manager.

Should the Successful Proposer elect to install signs along these major highway routes, both quality of the work and safety of the motoring public shall be paramount. The decision of the Department shall be final regarding any questions regarding location and design of signs.

PROMOTIONAL OPPORTUNITIES

The Successful Proposer shall have the right to develop other promotional opportunities to be displayed at the Rest Area facilities, excluding Welcome Centers and Visitor Centers. All such opportunities shall be submitted by the Successful Proposer for the Department's written prior approval before opportunities are implemented. Such promotional opportunities shall not detract from the Rest Area facilities. The Department will ensure that all approved promotional opportunities will be implemented in accordance with the Successful Proposer's reasonable instructions. The promotional opportunities shall be paid for by the Successful Proposer directly at no cost to the Department.

PUBLICITY

The Successful Proposer will be recognized in a NCDOT press release announcing the Rest Area System Sponsorship Program.

SAFETY

The safety of the motoring public and the Successful Proposer's personnel is of paramount importance. If circumstances should require the Successful Proposer and its agents and/or employees to be within the highway right-of-way for any reason, they will take no action that could compromise the safety of either. The use of signs, cones, and other traffic safety devices will be in accordance with the most current *Manual on Uniform Traffic Control Devices* (MUTCD), the North Carolina *Supplement to the MUTCD* and NCDOT *Safe Operating Procedures* including Work Zone Safety and Traffic Control guidelines as found in the NCDOT *Workplace Safety Manual*.

If the Successful Proposer elects to install the signs, they shall maintain traffic during sign construction and provide, install, and maintain all traffic control devices in accordance with the Traffic Control Plans, the Project Special Provisions, 2018 North Carolina Department of Transportation *Standard Specifications for Roads and Structures*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD). The Successful Proposer shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Successful Proposer is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

The Successful Proposer and all subcontractors shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the Contract. Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Subarticle 108-7 of the Standard Specifications.

Vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the District Engineer, and in no case within 30 feet of the edge of pavement. The District Engineer may designate specific locations for parking equipment.

The Successful Proposer will establish and submit for review by Department work plans which identify the characteristics of the particular highway, including any and all safety devices which will be used. The Department will identify deficiencies in the work plan and return work plans to Successful Proposer for correction prior to execution of the necessary work.

The Successful Proposer's field employees and/or its sub-contractors must be educated with regard to the following safety recommendations:

- a. Be alert for traffic during construction/maintenance operations and be prepared to move quickly if necessary.
- b. Use all equipment according to manufacturer's recommendations.
- c. Watch footing on steep slopes, drainage facilities or other poor traction surfaces.
- d. Do not run, throw objects, or engage in horseplay or activities that may distract drivers.
- e. Avoid over exertion. Drink plenty of fluids, especially on warm humid days.
- f. Do not use or consume any alcoholic beverages, drugs or other substances which may impair one's safety and well-being or that of other individuals before reporting for work or while on the roadway traveling to or from the roadside worksite or while on the worksite.
- g. Do not wear headphones, as they will reduce alertness to warning sounds. Use sunscreen in all seasons.
- h. Any observed safety violations will be reported to the Successful Proposer.
- i. Follow guidelines for handling hazardous materials.
- j. Successful Proposer, and all subcontractors, shall use approved safety equipment and clothing as required in NCDOT's Workplace Safety Manual; this manual contains a variety of Safe Operating Procedures. A link to the Workplace Safety Manual is:

<http://www.ncdot.gov/doh/safety/sppm/WSM.pdf>

The Successful Proposer shall provide the name, telephone number and email address of a designated Safety Supervisor to the various Division Engineers and Rest Area System Program Manager. The designated Safety Supervisor for the Successful Proposer shall attend an initial safety debriefing with the NCDOT, organize and conduct safety briefings for the sign installation staff prior to the commencement of operations, and review periodically all safety items with field personnel and all subcontractors including but not limited to the importance of safety during installation effort, the safety requirements set forth in this Request for Proposals, and any special concerns conveyed by NCDOT personnel.

RESTRICTIONS ON WORK

In addition to complying with all Federal and North Carolina laws, if the Successful Proposer elects to work within the Highway Right of Way, the Successful Proposer and subcontractors shall not work during those days/hours detailed herein unless otherwise permitted under an applicable Supplemental Agreement. Exceptions to this rule may be granted by the Rest Area System Program Manager acting in his or her sole discretion. The Successful Proposer shall immediately follow all field instructions given by North Carolina law enforcement officers and Division Engineers. The Successful Proposer's field supervisor shall inspect all work performed by the Successful Proposer to ensure compliance with all applicable standards and guidelines.

The Successful Proposer and subcontractors shall not utilize or install lane or shoulder closures during the weekdays from 6:00 a.m. until 9:30 a.m. and 3:30 p.m. until 7:00 p.m. unless otherwise permitted in a Supplemental Agreement.

The Successful Proposer and subcontractors shall not install signs during hours of darkness, periods of active roadway construction or maintenance, state and federal holidays and surrounding weekends, or weather conditions that interfere with visibility.

The state and federal statutes and regulations cited below prohibit some specific actions within the Right of Way on interstate highways; the documents are available upon request. Each Proposer shall thoroughly review the references.

- *N.C. Gen. Stat. § 136-89.56. Commercial enterprises.*
<http://www.ncleg.net/gascripts/statutes/Statutes.asp>
- *US Code Title 23: Highways. 23 USC 111 – Sec. 111. Agreements relating to use of and access to rights-of-ways—Interstate System.*
<http://vlex.com/vid/agreements-relating-access-way-interstate-19205143>.

ETHICS POLICY

Employees employed by the Successful Proposer or employees employed by any sub-consultant/subcontractor for the Successful Proposer to provide services for this project shall comply with the Department's ethics policy. Failure to comply with the ethics policy will result in the employee's removal from the project and may result in removal of a prequalified firm from the Department's appropriate prequalified list.

APPROVAL OF PERSONNEL

The Department will have the right to approve or reject any personnel assigned to a project by the Successful Proposer.

The Successful Proposer or any subcontractor for the Successful Proposer which are employed to provide services for this project shall not discuss employment opportunities or engage the services of any person or persons now in the employment of the State during the time of this contract, without written consent of the State.

In the event of engagement, the Successful Proposer or its subcontractors shall restrict such person or persons from working on any of the Successful Proposer's contracted projects in which the person or persons were “formerly involved” while employed by the State. The restriction period shall be for the duration of the contracted project with which the person was involved. *Former Involvement* shall be defined as active participation in any of the following activities:

- Drafting the contract
- Defining the scope of the contract
- Successful Proposer selection
- Contract administration

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation.

Failure to comply with the terms stated above in this section shall be grounds for termination of this contract and / or not being considered for selection of work on future contracts for a period of one year.

PERFORMANCE OF THE WORK

There shall be no assignment, subletting or transfer of the interest of the Successful Proposer in any of the work covered by this Sponsorship Agreement without the written consent of the Department.

TERMINATION OF CONTRACT

The provisions of Articles 108-9(A), (B), (C), (E), (F), and (G) of the 2018 *Standard Specifications for Roads and Structures* regarding default of contract are by reference incorporated and made a part of this contract. In addition, the provisions of Articles 108-13(A), (B), and (C) of the 2018 *Standard Specifications for Roads and Structures* regarding termination of contract are by reference incorporated and made a part of this contract.

In the event of a termination of contract, no claim for loss of anticipated profits will be considered and no payment will be made for loss of anticipated profits.

Termination of a contract shall not relieve the Successful Proposer of its responsibilities for any completed portion of the work nor shall it relieve the Surety, of its obligations for and concerning any just claims arising out of the work performed.

NCDOT reserves the right to terminate the contract with the Successful Proposer that fails to comply with any requirement of this Sponsorship Agreement.

Upon the occurrence of one or more of the following events, the Contract Officer shall provide written notice to the Successful Proposer, copy to the Sponsor, that a reason exists to terminate:

1. The Successful Proposer fails to accept an extension of the Sponsorship Agreement after fulfilling its term obligation, which will cause a cessation of the operating agreement.
2. The Rest Area System Sponsorship Program is discontinued by the Department; or
3. A Successful Proposer fails to comply with a term or condition of the Sponsorship Agreement for the following reasons:
 - a. failure to begin work as specified
 - b. failure to perform the work with sufficient forces to safely ensure completion
 - c. continued unsatisfactory and/or marginal work performance
 - d. failure to resume work that had been discontinued, within a reasonable time after notice to do so
 - e. insolvency or bankruptcy of either party
 - f. assignment made for the benefit of creditors
 - g. failure to protect, to repair, or to make good any damage or injury to NCDOT property
 - h. failure to maintain required insurance coverage, or to maintain lawful registration to do business in the State of North Carolina
 - i. breach of any provision of this contract
 - j. failure to make prompt payment to any subcontractors.
 - k. failure to follow all safety specifications

GIFTS FROM VENDORS, PROPOSERS AND CONTRACTORS

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

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

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and N.C. Gen. Stat. § 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

MINIMUM WAGES

Federal: The Fair Labor Standards Act provides that with certain exceptions every employer must pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

State: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The determination of the intent of the application of these Acts to the project's contract shall be the Successful Proposer's responsibility.

The Successful Proposer shall have no claim against the Department of Transportation for any changes in the minimum wage laws, State or Federal. It is the responsibility of the Successful Proposer to be fully informed of all Federal and State Laws affecting the project's contract.

Exhibit A

LOCATIONS

INTERSTATE HIGHWAY REST AREAS

MILE MARKER	COUNTY, LOCATION
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I-40 Eastbound Lane

- 10 Haywood, 10.5 mi. east of Tn.*
- ▲ 82 McDowell, 1 mi. west of Marion*
- ▲ 136 Catawba, 10 mi. east of Hickory*
- ▲ 177 Davie, 18 mi. west of Winston-Salem*
- ▲ 324 Johnston, 1 mi north of U.S. 301 near Benson*
- ▲ 364 Duplin, at N.C. 24 near Warsaw*

I-40 Westbound Lane

- ▲ 364 Duplin, at N.C. 24 near Warsaw*
- ▲ 324 Johnston, 1 mi. north of U.S. 301 near Benson*
- ▲ 177 Davie, 18 mi. west of Winston-Salem*
- ▲ 136 Catawba, 10 mi. east of Hickory*
- ▲ 82 McDowell, 1 mi. west of Marion*
- ▲ 10 Haywood, 10.5 mi. east of Tn.*

I-26 Eastbound Lane

- 7 Madison, 7 mi. east of Tn.*
- ▲ 41 Buncombe, 12 mi. east of Asheville*

I-26 Westbound Lane

- 66 Polk, 3 mi. north of S.C.*
- ▲ 41 Henderson, 12 mi. east of Asheville*

PRIMARY HIGHWAY REST AREAS

U.S. ROUTES	COUNTY, LOCATION
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- ▲ 17 Camden, 1 mi. south of Va.*
- ▲ 17 Beaufort, US 17/Harding Rd. Chocowinity
- ▲ 17 Brunswick, at Shallotte
- ▲ 19A/129 Cherokee, S.R. 1388 near Andrews
- ▲ 23/74 Haywood, 1 mi. east of Blue Ridge Parkway
- ▲ 23/74 Haywood, 2 mi. east of Blue Ridge Parkway
- ▲ 29 Caswell, 2 mi. south of Va.
- ▲ 64 Washington, at Plymouth*
- ▲ 64 Tyrrell, at Columbia*
- ▲ 64 Dare, Roanoke Island*
- ▲ 70 Craven, at S.R. 1225 near Clarks
- ▲ 70 Carteret, at Morehead City*
- ▲ 158 Currituck, 1.5 mi. south of Coinjock
- ▲ 158 Dare, at Kitty Hawk*
- ▲ 221 Watauga, 2 mi. west of Blowing Rock
- ▲ 221 McDowell, at S.R. 1195*
- ▲ 264 Hyde, at Englehard
- ▲ 421 Sampson, 10 mi. south of Clinton
- ▲ 421 Wilkes, 1 Mi. West of N.C. 115*
- ▲ 441/23 Macon, 4 mi. south of Franklin

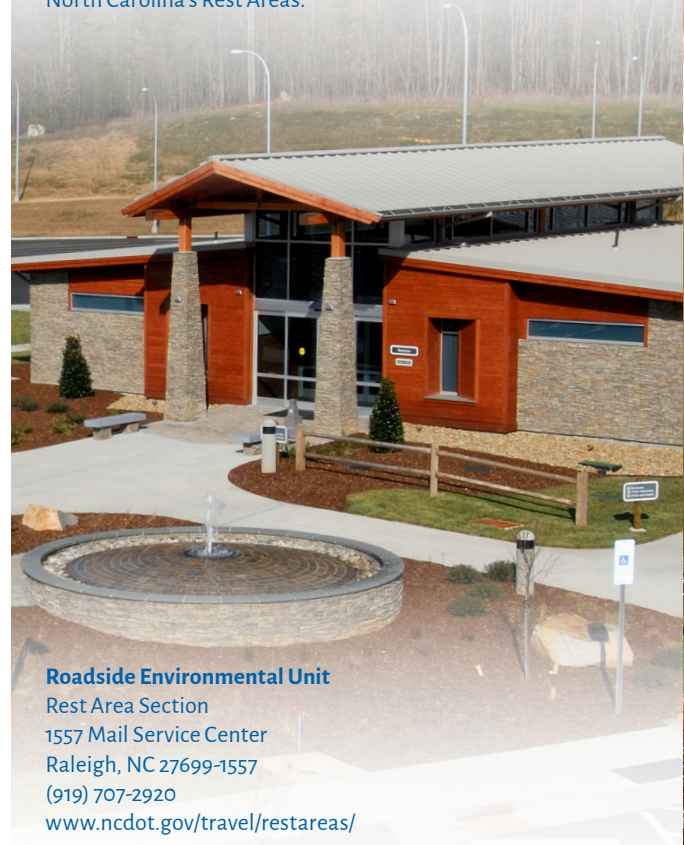
REST AREA SAFETY

Rest area safety is a top priority in North Carolina. For your security, the North Carolina State Highway Patrol and local law enforcement patrol all rest area locations across the state.

As you travel, be aware of surroundings — please report unusual and suspicious activities.

For help during an emergency call, 911 (*HP from a mobile phone) to contact the N.C. Highway Patrol and other law enforcement agencies.

Loitering, camping, soliciting, consuming alcoholic beverages and staying overnight are prohibited at North Carolina's Rest Areas.



Roadside Environmental Unit
Rest Area Section
1557 Mail Service Center
Raleigh, NC 27699-1557
(919) 707-2920
www.ncdot.gov/travel/restareas/



Various recycling facilities are available at all rest areas and welcome centers for travelers. Recycling options may include aluminum cans, clear green and brown glass, newspaper and plastic beverage containers.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

REST AREA SYSTEM



North Carolina's Highway Rest Areas offer opportunities for convenient, brief stops and provide easy roadside access to public restrooms, drinking water and telephones, 24-hours, every day.

LOCATIONS

INTERSTATE HIGHWAY REST AREAS

MILE MARKER	COUNTY, LOCATION
-------------	------------------

I-95 Northbound Lane

- 5 Robeson, 5 mi. north of S.C.*
- ▲ 47 Cumberland, 1 mi. south of Fayetteville*
- ▲ 99 Johnston, 2 mi. north of Selma*
- ▲ 142 Nash, 1.5 mi. north of Dortches*

I-95 Southbound Lane

- 181 Northampton, .5 mi. south of Va.*
- ▲ 142 Nash, 1.5 mi. north of Dortches*
- ▲ 99 Johnston, 2 mi. north of Selma*
- ▲ 47 Cumberland, 1 mi. south of Fayetteville*

I-85 Northbound Lane

- 2 Cleveland, 2 mi. north of S.C.*
- ▲ 59 Cabarrus, 1 mi. north of Concord*
- ▲ 99 Davidson, 1 mi. south of Thomasville*
- ▲ 139 Alamance, 3 mi. west of Burlington*
- ▲ 199 Granville, 6 mi. south of Oxford*

I-85 Southbound Lane

- 231 Warren, 2 mi. south of Va.*
- ▲ 199 Granville, 6 mi. south of Oxford*
- ▲ 139 Alamance, 3 mi. west of Burlington*
- ▲ 99 Davidson, 1 mi. south of Thomasville*
- ▲ 59 Cabarrus, 1 mi. north of Concord*

I-77 Northbound Lane

- 1 Mecklenburg, 1.5 mi. north of S.C.*
- ▲ 39 Iredell, 4 mi. north of Mooresville
- ▲ 58 Iredell, 6 mi. south of N.C. 901
- ▲ 72 Yadkin, 1 mi. south of U.S. 421

I-77 Southbound Lane

- 106 Surry, at Va./N.C.*
- ▲ 63 Iredell, 1 mi. south of N.C. 901
- ▲ 58 Iredell, 6 mi. south of N.C. 901
- ▲ 39 Iredell, 4 mi. north of Mooresville

I-73/74 Northbound Lane

- ▲ 58 Randolph, Montgomery/Randolph Co. Line*

I-73/74 Southbound Lane

- ▲ 58 Randolph, 1 mi. south of N.C. 705*

LEGEND

- ▲ N.C. Interstate Highway Rest Areas
- ▲ N.C. Primary Highway Rest Areas
- ▲ N.C. Interstate Highway Visitor Center/Rest Area
- ▲ N.C. Primary Highway Visitor Center/Rest Area
- N.C. Interstate Highway Welcome Center/Rest Area
- * Family Restrooms for individuals needing assistance

REST AREA SYSTEM

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



Rest Areas Are Always Open

North Carolina's rest areas offer opportunities for short breaks while traveling and convenient highway access to public restrooms, drinking water and picnicking facilities. Custodians staff rest areas from 8 to 16 hours each day.

Most rest areas have vending machines that are provided and maintained by the N.C. Division of Services for the Blind. If you have questions or comments about vending machine services, call (919) 733-9703.

Travel information is provided by the N.C. Travel and Tourism Division (1-800-Visit-NC) at Interstate Welcome Centers or by local civic organizations at Visitor Centers. Welcome centers are open 8 a.m. to 5 p.m. daily. Visitor center hours vary at each location.

North Carolina Rest Areas, Welcome Centers and Visitor Centers provide equal access to all visitors.

LEGEND

- Interstate & N.C. Primary Routes — 95 —
- Blue Ridge Parkway — — — — —
- Major Urban Area —
- ▲ # N.C. Interstate Highway Rest Areas (# Mile Marker)
- ▲ N.C. Primary Highway Rest Areas
- ▲ N.C. Interstate Highway Visitor Center/Rest Areas
- ▲ N.C. Primary Highway Visitor Center/Rest Areas
- N.C. Interstate Highway Welcome Center/Rest Areas

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

CY 2016 ANNUAL REST AREA VISITATION SUMMARY REPORT

Div	Rest Area	Estimated People per Day	Estimated People per Year
1	Camden, US 17, IC	514	187,682
1	Currituck, US 158	552	201,303
1	Dare, US 158, IC	386	141,012
1	Dare, US 64/264, IC	426	155,419
1	Hyde, US 264	61	22,406
1	Tyrrell, US 64, IC	528	192,626
1	Washington, US 64	481	175,500
2	Beaufort, US 17	517	188,812
2	Carteret, US 70, IC	438	159,931
2	Craven, US 70 * ¹	<i>Under Renovation</i>	
3	Brunswick, US 17, IC	434	158,508
3	Duplin, I-40	2,076	757,709
3	Sampson, US 421	147	53,692
4	Johnston, I-40, EBL	771	281,434
4	Johnston, I-40, WBL	855	311,968
		Pair	593,402
4	Johnston, I-95, NBL	1,635	596,952
4	Johnston, I-95, SBL	1,301	474,753
		Pair	1,071,704
4	Nash, I-95, NBL	2,007	732,454
4	Nash, I-95, SBL	1,446	527,780
		Pair	1,260,233
4	Northampton, I-95, SBL, WC	3,492	1,274,661
5	Granville, I-85, NBL	1,135	414,317
5	Granville, I-85, SBL	798	291,255
		Pair	705,572
5	Warren, I-85, SBL, WC	1,274	464,935
6	Cumberland, I-95, NBL	2,219	810,004
6	Cumberland, I-95, SBL	2,244	819,222
		Pair	1,629,226
6	Robeson, I-95, NBL, WC	2,602	949,635
7	Alamance, I-40/85, NBL/EBL	2,054	749,583
7	Alamance, I-40/85, SBL/WBL	1,757	641,414
		Pair	1,390,996
7	Caswell, US 29, IC	641	234,010
8	Randolph, I-73/74, NBL, IC	1,530	558,396
8	Randolph, I-73/74, SBL, IC	1,264	461,227
		Pair	1,019,623

Div	Rest Area	Estimated People per Day	Estimated People per Year
9	Davidson, I-85, NBL	1,454	530,740
9	Davidson, I-85, SBL	913	333,317
		Pair	864,057
9	Davie, I-40, EBL	1,232	449,614
9	Davie, I-40, WBL	1,377	502,758
		Pair	952,372
10	Cabarrus, I-85, NBL	1,161	423,788
10	Cabarrus, I-85, SBL	1,269	463,320
		Pair	887,107
10	Mecklenburg, I-77, NBL, WC	703	256,667
11	Surry, I-77, SBL, WC	2,114	771,574
11	Watauga, US 221 * ²	152	32,577
11	Wilkes, US 421, NBL, IC	862	314,479
11	Yadkin/Iredell, I-77, NBL	1,372	500,897
11	Yadkin/Iredell, I-77, SBL	1,425	520,204
		Pair	1,021,102
12	Catawba, I-40, EBL	1,116	407,404
12	Catawba, I-40, WBL	1,337	488,141
		Pair	895,546
12	Cleveland, I-85, WC	1,088	397,092
12	Iredell, I-77, NBL	1,401	511,297
12	Iredell, I-77, SBL	1,152	420,638
		Pair	931,935
13	Buncombe, I-26, EBL	1,665	607,667
13	Buncombe, I-26, WBL	1,484	541,667
		Pair	1,149,333
13	Madison, I-26, EBL, WC	686	250,309
13	McDowell, I-40, EBL	1,410	514,593
13	McDowell, I-40, WBL	1,599	583,599
		Pair	1,098,191
13	McDowell, US 221, IC	374	136,443
14	Cherokee, US 19/129 * ³	515	188,066
14	Haywood, I-40, EBL, WC	2,911	1,062,587
14	Haywood, I-40, WBL	1,724	629,228
		Pair	1,691,815
14	Haywood, US 23/74 EBL * ⁴	<i>Under Renovation</i>	
14	Haywood, US 23/74 WBL	860	313,772
14	Macon, US 441/23, IC	425	155,125
14	Polk, I-26, WBL, WC	1,335	487,106
Statewide Total			25,783,267

CY - Calendar Year, IC - Information Center, WC - Welcome Center

*¹ Craven was closed for renovation in 2015 and reopened on December 21, 2016.

*² Watauga is open each year from April through October only.

*³ Cherokee closed for renovation December 15, 2016 and did not reopen until 2017.

*⁴ Haywood US 23/74 EBL closed for renovation January 29, 2016 and did not reopen until 2017.

Exhibit B



U.S. DEPARTMENT OF
TRANSPORTATION

**Federal Highway
Administration**

Order

Subject

Policy on Sponsorship Acknowledgment and
Agreements within the Highway Right-of-Way

Classification Code
5160.1A

Date
April 7, 2014

OPI
HOP

Par.

1. What is the purpose of this directive?
 2. Does this directive cancel an existing FHWA directive?
 3. What is the background of this directive?
 4. What is the scope of this directive?
 5. What authorities govern this directive?
 6. What definitions are used in this directive?
 7. What is FHWA's policy concerning sponsorship acknowledgment and agreements?
 8. What are FHWA's responsibilities?
 9. Where can I obtain additional guidance?
-
1. **What is the purpose of this directive?** Sponsorship opportunities benefit the traveling public with an improved transportation system by providing flexibility for highway agencies to pursue innovative sources of financing for maintenance and construction activities and other highway-related services. With this additional revenue, these agencies have the means to provide services critical to enhancing the safety and efficiency of the Nation's highways.

This directive provides the Federal Highway Administration's (FHWA) policy on sponsorship acknowledgment and sponsorship agreements within the highway right-of-way. This directive further serves to streamline and emphasize information pertaining to the acknowledgment of sponsorships by consolidating information previously issued. This directive addresses the provisions of recent legislation regarding sponsorship of rest areas and further clarifies applications of sponsorship acknowledgment as they relate to existing standards.

2. **Does this directive cancel an existing FHWA directive?** Yes. This directive cancels FHWA Order 5160.1, [Policy on Sponsorship Acknowledgment and Agreements within the Public Right-of-Way](#), dated March 13, 2012.

3. **What is the background of this directive?**
- a. State and local highway agencies and private sponsors have raised a number of questions with respect to FHWA's guidance on sponsorship agreements and how a sponsor can be acknowledged for the service provided under a sponsorship agreement.
 - b. Sponsorship programs are growing in popularity and are becoming a significant opportunity for highway agencies to generate critical support needed to build, operate, and maintain key facilities and services, including, but not limited to, adopt-a-highway litter removal programs, maintenance of a parkway or interchange, rest area operation and maintenance, other highway maintenance or beautification sponsorship programs, travel information services, and emergency service patrols. One of the most common ways for highway agencies to recognize the support provided by sponsors is through acknowledgment signs. However, there are a number of other options to recognize sponsors, including acknowledgment on in-vehicle transponders, service patrol vehicles, maintenance vehicles, outreach and educational materials, and Internet Web sites, as well as within telephone messages such as those of 511 systems. The FHWA continues to encourage agencies to make use of these other opportunities for sponsor recognition or acknowledgment whenever possible and appropriate so that the number of additional signs and informational load imposed on the driver can be minimized.
4. **What is the scope of this directive?** The provisions of this directive apply to all types of highways that are open to public travel.
5. **What authorities govern this directive?**
- a. [Title 23, United States Code \(U.S.C.\), Section 109\(d\)](#), Standards for Federal-Aid Highways.
 - b. [23 U.S.C. 111\(b\)](#), Rest Areas.
 - c. [23 U.S.C. 131](#), Control of Outdoor Advertising.
 - d. [23 U.S.C. 156](#), Proceeds from the Sale or Lease of Real Property.
 - e. [23 U.S.C. 402](#), Highway Safety Programs.
 - f. [Title 23, Code of Federal Regulations \(CFR\), Section 1.23\(b\)](#), Rights-of-way.
 - g. [23 CFR Part 655, Subpart F](#), Traffic Control Devices on Federal-Aid and Other Streets and Highways.

- h. [Manual on Uniform Traffic Control Devices for Streets and Highways \(MUTCD\)](#), published by FHWA under 23 CFR Part 655, Subpart F.
- i. [23 CFR 655.603](#), Standards for Traffic Control Devices on Federal-Aid and Other Streets and Highways.
- j. [23 CFR Part 750](#), Highway Beautification (for controlled routes).
- k. [49 CFR 1.48\(b\)](#), Delegations to Federal Highway Administrator.

6. **What definitions are used in this directive?**

- a. **Acknowledgment plaques.** Plaques that are intended only to inform the traveling public that a highway-related service, product, or monetary contribution has been sponsored by a person, firm, or entity. Acknowledgment plaques are installed only in the same sign assembly below a primary sign that provides the road user specific information on accessing the service being sponsored. Consistent with the MUTCD, a plaque legend is displayed on a separate substrate from that of the sign below which it is mounted.
- b. **Acknowledgment signs.** Signs that are intended only to inform the traveling public that a highway-related service, product, or monetary contribution has been sponsored by a person, firm, or entity. Acknowledgment signs are installed only as independent sign assemblies.
- c. **Advertisements/advertising signs.** Signs or other devices that promote commercial products or services through slogans, information on where to obtain the products and services, or other means.
- d. **Driver distraction.** Driver inattention to the driving task at hand, resulting from internal or external events or actions.
- e. **Highway.** Any street or roadway that is open to public travel.
- f. **Highway agency.** An agency that owns the highway on which signs are to be placed and to which the sponsorship policy and agreements apply.
- g. **Highway right-of-way.** A strip of property, owned by a highway agency, within which a highway (as defined above) exists or is planned to be built. The highway right-of-way consists of all lands within the defined highway right-of-way limits, including airspace above and below the facility. This area typically includes, but is not limited to, the roadway(s), shoulders, and sidewalk(s), if any; areas

for drainage, utilities, landscaping, berms, and fencing; rest areas; and the defined clear zone.

- h. **Recipient agency.** An organization that directly receives the highway-related service, product, or monetary contribution from the sponsor entity. The recipient might be the highway agency, or a contractor engaged by the highway agency to administer the highway-related service.
- i. **Sponsorship agreement.** An agreement between a recipient agency and a sponsoring organization to be acknowledged for the provision of a highway-related service, product, or monetary contribution.
- j. **Sponsorship program.** A program that allows a person, a firm, or an entity to sponsor an element of a highway agency's highway operation through the provision of highway-related services, products, or monetary contributions.

7. **What is FHWA's policy concerning sponsorship acknowledgment and agreements?**

a. **General principles.**

- (1) It is FHWA's policy to allow the use of signs to acknowledge the provision of highway-related services under both corporate and volunteer sponsorship programs. It is essential that good, basic engineering practices be followed, such as simplifying sign message content, using reasonable sign sizes as specified in the provisions of the MUTCD and this directive, and minimizing driver distraction.
- (2) The FHWA recognizes a distinction between signing intended as advertising and signing intended as a sponsorship acknowledgment. Advertising generally has little, if any, relationship to a highway service provided. Instead, the advertiser seeks to get its recognizable message, company emblem, or logo before the public, and if possible, information on how or where to obtain the company's products or services. In most cases, if the sign goes beyond recognizing the company's contribution to a particular highway service or includes telephone numbers, Internet addresses, or directional information, the sign is more properly classified as an advertising sign and not as an acknowledgment sign.

- (3) The use of highway right-of-way for advertising purposes is not allowed, except as provided in [23 U.S.C. 111\(b\)](#), Rest Areas.
 - (a) When advertising within the highway right-of-way is identified, the FHWA Division Administrator should take timely notice and develop a plan for corrective action to bring the State into compliance with the CFR.
 - (b) This policy position is consistent with the principles and intent of several laws and regulations including 23 CFR 1.23(b), 23 U.S.C. 109(d), 23 U.S.C. 111(b), 23 U.S.C. 131, and 23 CFR Part 750. Furthermore, Paragraph 3 in Section 1A.01 in the MUTCD states, "Traffic control devices or their supports shall not bear any advertising message or any other message that is not related to traffic control."
 - (c) These laws and regulations are based on safety and operational concerns, particularly as related to driver distraction. Highway signs and other traffic control devices convey crucial information. In order for road users to perceive and respond appropriately to critical information, the conspicuity of highway signs and other traffic control devices must be preserved so that the safe and orderly movement of traffic is not compromised.

b. Sponsorship policies and agreements.

- (1) In order to be eligible for acknowledgment within the highway right-of-way, sponsorship policies and agreements should follow these principles:
 - (a) Sponsorship agreements can allow sponsors to provide products, services, or monetary contributions.
 - (b) Sponsorship agreements may be of any duration. However, these agreements should:
 - 1 be economically viable and provide a net benefit to the public, and
 - 2 include provisions for maintenance and removal of physical elements of the sponsorship acknowledgment after the agreement expires or the sponsor withdraws.

- (c) Agreements can be applicable to a highway site, a highway corridor, or a specific highway operation. If a sponsor is making a monetary contribution, the recipient agency needs to identify specific highway sites, corridors, or operations supported by the monetary contribution in the sponsorship agreement.
 - (d) If Federal-aid funds were used within the corridor or facility for which sponsored services are being provided, then monetary contributions received as a part of sponsorship agreements shall be spent for highway purposes.
 - (e) All sponsorship agreements involving the Interstate highway system should be approved by the FHWA Division Administrator.
- (2) If a State, local, or other highway agency elects to have a sponsorship program, then the State department of transportation for that State should have a policy on sponsorship agreements that is applicable to all highways within that State. These policies are to:
- (a) be approved by the appropriate FHWA division office;
 - (b) include requirements that eligible sponsoring organizations must comply with State laws prohibiting discrimination based on race, religion, color, age, sex, national origin, and other applicable laws;
 - (c) include a termination clause for sponsorship agreements based on:
 - 1 safety concerns,
 - 2 interference with the free and safe flow of traffic, or
 - 3 a determination that the sponsorship agreement or acknowledgment is not in the public interest;
 - (d) include types of sponsors and agreements that are acceptable, consistent with applicable State and Federal laws;
 - (e) establish a requirement for facilities on which Federal-aid funds have been used, that the sponsorship money be used only for highway purposes; and

- (f) establish a recommendation for facilities on which Federal-aid funds have not been used, that the sponsorship money be used only for highway purposes.
- (3) FHWA review and approval are only for the purpose of determining consistency with this directive and the MUTCD. States and local highway agencies are responsible and liable for ensuring their policies and agreements are consistent with State and Federal laws.
- (4) The provisions of this directive apply to new and revised agreements and are intended to promote a degree of national uniformity and consistency. Existing State agreements do not have to be changed.

c. **Acknowledgment signs and acknowledgment plaques.**

- (1) Highway agencies may acknowledge sponsors with acknowledgment signs or acknowledgment plaques. All acknowledgment signs shall meet the general principles and specific criteria prescribed in the MUTCD, including the provisions for acknowledgment signs in Section 2H.08. Furthermore, these acknowledgment signs shall not be placed at key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions.
- (2) Acknowledgment signs and acknowledgment plaques:
 - (a) must meet all design and placement criteria for acknowledgment signs as covered in Part 2 of the [MUTCD](#) and all sign design principles covered in the [Standard Highway Signs and Markings Book](#);
 - (b) when located on a bikeway or shared-use path, should also be appropriately sized commensurate with the legibility needs of the bikeway or path user;
 - (c) must be placed near the site(s) being sponsored, consistent with the purpose and principles of traffic control devices in Parts 1 and 2 of the MUTCD;
 - (d) must be placed at least 1 mile apart from each other if facing in the same direction and associated with the same element of the highway agency's highway operation, such as litter pickup, consistent with the

purpose and principles of traffic control devices in Parts 1 and 2 of the MUTCD;

- (e) must not display any directional information, in accordance with Section 2H.08 of the MUTCD;
 - (f) must not display telephone numbers, Internet addresses, or other legends prohibited by the MUTCD (consistent with Section 2H.08 of the MUTCD) for the purpose of contacting the sponsoring entity or to obtain information on the sponsorship program, such as how to become a sponsor at an available site; and
 - (g) should remain in place only for the duration of the agreement.
- (3) For sponsorship of rest areas, one acknowledgment sign for each direction of travel may be installed on the highway mainline. Additional acknowledgment signs may be placed within the rest area, provided that these sign legends are not visible to highway mainline traffic and do not pose safety risks to rest area users. In accordance with the provisions of the MUTCD, the acknowledgment signs must not be appended to any other sign, sign assembly, or other traffic control device. In accordance with Section 2H.08 of the MUTCD, rest area acknowledgment signs on the highway mainline should not be located within 500 feet of other traffic control devices.
- (4) For sponsorship of travel service programs that are not site-specific, such as 511 Traveler Information, Radio-Weather, Radio-Traffic, and Emergency Service Patrol, an acknowledgment plaque may be mounted in the same sign assembly below the General Service signs for these programs. The acknowledgment plaque is a horizontally oriented rectangle, with the horizontal dimension longer than the vertical dimension. The size of the acknowledgment plaque must not exceed the lesser of 1/3 of the area of the General Service sign below which it is mounted or 24 square feet. An acknowledgment plaque must not exceed 1/3 of the area of the largest size prescribed in the MUTCD for a specified standard sign below which the acknowledgment plaque is mounted, even where the standard sign is enlarged in accordance with Sections 2A.11 and 2I.01 of the MUTCD or where the size of a standard sign used is designated as Oversized in the MUTCD for its application. Where the legend of a standard sign is modified based on a State MUTCD, State Supplement, or equivalent, and results in a

sign size larger than that of the standard sign in the National MUTCD, the size of the corresponding acknowledgment plaque is governed by the size of the standard sign in the National MUTCD with the standard, unmodified legend.

- (5) The provision of highway-related services, products, or monetary contributions that occurs through naming sponsorship (sometimes referred to as “naming rights”) of officially mapped named or numbered highways is, by definition, sponsorship. Consistent with Section 2H.08 of the MUTCD, an unofficial overlay or secondary designation in the name of a sponsor on the official highway name or number through proclamation, contract, agreement, or other means, may be acknowledged within the highway right-of-way only with an acknowledgment sign. An acknowledgment sign must not display a legend that states, either explicitly or by implication, that the highway is named for the sponsor.
- (6) In accordance with Section 2H.08 of the MUTCD, in order to maintain the recognition value of official devices used for traffic control, acknowledgment signs and acknowledgment plaques shall only take the form of static, non-changeable, non-electronic legends.
- (7) Except as provided for acknowledgment plaques in Paragraph 7.c.(4) of this directive, acknowledgment sign and acknowledgment plaque messages shall not be interspersed, combined, or alternated with other official traffic control messages, either in the same display space, by adjacency in the same assembly, or by adjacency of multiple assemblies whose longitudinal separation does not meet the placement criteria contained in the MUTCD, including when placed on opposite sides of the roadway facing the same direction of travel.
- (8) Consistent with the provisions of Section 2H.08 of the MUTCD, due to the limit on their maximum overall size, acknowledgment signs and acknowledgment plaques shall not be overhead installations. Only roadside, post-mounted installations of acknowledgment signs and acknowledgment plaques are allowed.
- (9) In order that the focus remains on the service provided rather than the sponsoring entity, the sponsor logo area on an acknowledgment sign or acknowledgment plaque shall be a horizontally oriented rectangle, consistent with the MUTCD provisions on business logos in Chapter 2J of the MUTCD.

The width of this rectangle shall be at least 1.67 times its height, the total area of which shall not exceed the maximum referenced or specified elsewhere in this directive and in the MUTCD. The word legend describing the activity, such as "SPONSORED BY," shall be composed of upper-case lettering of the FHWA Standard Alphabets at least 3 inches high on conventional roads and at least 4 inches high on expressways and freeways.

- (10) When a graphic logo is used to represent the sponsor (instead of a word legend using the FHWA Standard Alphabets), the logo shall be the principal trademarked official logo that represents the corporate name of the sponsor. Secondary logos or representations—even if trademarked, copyrighted, or otherwise protected—are classified as promotional advertising and shall not be allowed in accordance with Section 1A.01 of the MUTCD.
- (11) An alternative business name whose sole or primary purpose appears to be to circumvent the provisions of the MUTCD is classified as promotional advertising rather than an acknowledgment of a sponsoring entity of a highway-related service. In accordance with Section 1A.01 of the MUTCD, promotional advertising shall not be allowed on any traffic control device or its supports.
- (12) Acknowledgment signs or acknowledgment plaques that include displays mimicking advertising shall not be allowed. The determination of whether a sign mimics or constitutes advertising lies with the FHWA. In accordance with Section 2H.08 of the MUTCD, a brief jurisdiction-wide slogan may be displayed on an acknowledgment sign. The slogan displayed is that of the program name, such as "ADOPT-A-HIGHWAY." Slogans for companion, supplementary, or other programs unrelated to the service being sponsored shall not be displayed on any acknowledgment sign or acknowledgment plaque.
- (13) The provisions of this directive apply to new and modified installations and are intended to promote a degree of national uniformity and consistency. Existing acknowledgment signs already installed do not have to be changed except when they are no longer serviceable or when a modification of the sponsor name or logo on the existing acknowledgment sign occurs for any reason.

d. **Policy conclusion.**

- (1) If a proposed sponsorship agreement cannot meet the above criteria, acknowledgment signs or acknowledgment plaques should not be considered; however, the other forms of acknowledgment (such as acknowledgment on transponders, service patrol vehicles, maintenance vehicles, outreach and educational materials, and Internet Web sites, as well as within telephone messages such as those of 511 systems) may still be considered. Safe and orderly movement of traffic must not be compromised with the use of these acknowledgment signs or acknowledgment plaques. Safety is, in fact, the overriding issue when there is any doubt as to whether an acknowledgment sign or acknowledgment plaque is appropriate.
- (2) The nature of highway financing is evolving, and private sector investment promises to be a significant source of revenue. Sponsorship programs are being used or considered by many States to meet current and future highway construction and maintenance needs. The FHWA will continue to work with highway agencies to assure that these programs are administered in a safe and effective manner.

8. **What are FHWA's responsibilities?**


a. **FHWA Federal-aid Division Offices**

- (1) Inform public agencies of this directive.
- (2) Review State policy on sponsorship acknowledgment in the highway right-of-way for consistency with this directive and the MUTCD, and approve if consistent.
- (3) Review State sponsorship agreements for acknowledgment on Interstate highways for consistency with this directive and the MUTCD, and approve if consistent.
- (4) Perform periodic review or risk-based assessment of State policy and agreements on sponsorship acknowledgment in the highway right-of-way.

b. **FHWA Office of Operations**

- (1) Provide guidance and technical assistance to division offices on issues related to sponsorship acknowledgment in the highway right-of-way.

- (2) Notify division offices of updates or changes to or interpretations of this policy and/or the provisions of the MUTCD related to acknowledgment signs.
9. **Where can I obtain additional guidance?** [Frequently-asked questions](#) have been developed to provide further detail about the provisions of this policy. For more information or additional guidance on the provisions of the MUTCD and sponsorship acknowledgment with the highway right-of-way, contact [FHWA's MUTCD Team Leader](#).



Gregory G. Nadeau
Deputy Administrator

Exhibit C

North Carolina Department of Transportation

Sponsorship Policy & Procedures



September 4, 2014

SPONSORSHIP POLICY AND PROCEDURES

PURPOSE

This document establishes a policy concerning the North Carolina Department of Transportation (Department) sponsorship program that allows for private sponsorship of the Department's operational activities or other highway-related services or programs, in return for acknowledgment of that sponsorship. This document establishes the Department's general policy for sponsorship programs. It is intended to be open-ended enough to encompass current and potential sponsorship opportunities, while ensuring conformity with appropriate Federal and State guidelines.

Sponsorship is an innovative way to offset the cost of operations while providing enhanced services to the citizens of North Carolina. The Department will be receptive to program, project and site sponsorship opportunities. An April 23, 2008 memo from the Federal Highway Administration (FHWA) available at <http://www.ops.fhwa.dot.gov/regulationpolicy/fmpmemo/> urged state DOTs to seek sponsorship opportunities for programs facing funding challenges, such as congestion management and traveler information systems. FHWA's support for and guidance on these programs is included in FHWA Order 5160.1A dated April 7, 2014, available at <http://www.fhwa.dot.gov/legisregs/directives/orders/51601a.cfm>.

This document serves as a guideline governing acknowledgment of sponsorship and revenue generation agreements, or contracts, related to transportation infrastructure and programs under the Department's jurisdiction. The provisions of this document apply to new and modified installations placed under a Sponsorship Agreement executed on or after the effective date of this policy. Existing acknowledgment signs already installed do not have to be modified to accommodate this policy.

This document does not govern the procurement of Sponsorship Agreements. Procurement of such agreements will generally be in accordance with the North Carolina Department of Transportation Public Private Partnerships Policy & Procedures, or as otherwise required by applicable law.

AUTHORITY

FHWA Order 5160.1A

General Statue 136-28.1(l)

General Statue 136-28.1(m)

General Statue 136-82(f)

Session Law 2014-58

DEFINITIONS

Acknowledgment Sign:	Signs that are intended only to inform the traveling public that a highway-related service, product, or monetary contribution has been sponsored by a person, firm, or entity. Acknowledgment signs are installed only as independent sign assemblies.
Acknowledgment Plaque:	Plaques that are intended only to inform the traveling public that a highway-related service, product or monetary contribution has been sponsored by a person, firm or entity. Acknowledgment plaques are installed only in the same assembly below the primary sign that provides the road user specific information on accessing the service being sponsored.
Advertise:	To provide information on a sign which includes, but is not limited to, any of the following: promotional offers, location directions, a listing of amenities, descriptive words or phrases, telephone numbers, Internet addresses including domain names, slogans or any message that is extraneous to the identification of a sponsoring person, firm, or entity.
Advertisement or Advertising Sign:	A sign that is intended to promote commercial products or services through the use of slogans and information and informs the public on where to obtain the products or services.
Department:	North Carolina Department of Transportation.
MUTCD:	Manual on Uniform Traffic Control Devices. Published by the FHWA to define the standards used by road managers nationwide to install and maintain traffic control devices.
Rest area:	An area or site established and maintained within or adjacent to the right-of-way of an interstate or primary highway under supervision and control of the Department for the safety, recreation, and convenience of the traveling public.
Sponsor:	A person, firm or entity which has been approved by the Department for the sponsorship program.
Sponsorship Agreement:	An agreement or contract between the Department and a sponsoring organization to be acknowledged for a highway-related service, product or monetary contribution provided.
Sponsorship Oversight Committee:	Committee including representatives from the Office of the Secretary of Transportation, Chief

Engineer's Office, Financial Management Division, Technical Services Division, Preconstruction, Transportation Program Management Unit, Transportation Mobility and Safety Division that will serve to oversee the Sponsorship Program.

Sponsorship Program:

The program administered by the Department that allows a person, a firm, or an entity to sponsor an element of the Department's highway operation through the provision of highway-related services, products and any voluntary or monetary contributions.

SPONSORSHIP CONCEPT

The general concept is to support or supplement Department operations and maintenance program activities through voluntary activities and/or funds generated by sponsorship. The sponsoring entity may either provide or support the maintenance, operation or enhancement of Department programs, services or facilities. In return, sponsors will receive acknowledgment signs/plaques or other forms of acknowledgment that will publicly recognize their partnership with the Department.

The Sponsorship Program will allow for private sponsorship of Department operational activities or other highway-related services or programs. Under this Sponsorship Program, the Department may enter into a sponsorship agreement with a person, firm or entity through which the Department would receive a highway-related service, product or monetary contribution in exchange for acknowledging the person, firm or entity. Sponsorship agreements may be of any duration that is economically sustainable and that provides a net benefit to the public. A sponsorship agreement concerning any portion of the interstate highway system shall be subject to approval by the Federal Highway Administration.

Sponsorship opportunities may be of varying duration, and may include, but not be limited to:

- Adopt-A-Highway litter removal program
- Sponsor-A-Highway litter removal programs
- Traveler information services, such as 511
- Incident Management Assistance Patrols
- Weigh stations
- Rest Areas and Welcome Centers
- Ferries and Ferry support facilities
- Print and electronic publications
- Highway beautification
- Smartphone applications
- Other highway facilities

Pursuant to the FHWA Policy on Sponsorship Acknowledgment and Agreements Within the Public Right-of-Way dated April 7, 2014:

- For facilities on which federal aid funds have been used, the sponsorship money must be used only for highway purposes.
- For facilities on which federal aid funds have not been used, the sponsorship money must be used in accordance with applicable State Law.
- To be an eligible sponsoring organization, an entity must comply with Federal and State laws prohibiting discrimination based on race, color, age, sex, disability, national origin, and other applicable laws.
- Agreements will include provisions for the operations or maintenance of physical elements during the contractual term and removal after the agreement expires or the sponsor withdraws.
- Agreements will include termination clauses for sponsorship agreements based on:
 - Safety concerns,
 - Interference with the free and safe flow of traffic, or
 - A determination that the sponsorship agreement or acknowledgment is not in the State or public interest.

ACKNOWLEDGMENT POLICY

Federal and State law prohibits advertising on public right-of-way. This position is founded on safety and operational concerns, particularly as related to driver distraction. The Department makes a distinction between advertising and acknowledgement, as consistent with an FHWA Order 5160.1A. Advertising generally has little, if any, relationship to a highway service provided. A sign that goes beyond recognizing the company's contribution to a particular highway service at a specific highway site, or that includes telephone numbers, internet addresses, or directional information, is considered advertising, not acknowledgement.

While advertising on the public right-of-way is not allowed, acknowledging a sponsor for providing a highway related service is allowed. Acknowledgment is a way of recognizing an individual, company, business, volunteer group or other entity that contributes to the support of a highway-related service. Acknowledgement signs/plaques must comply with the FHWA's Manual on Uniform Traffic Control Devices, the Standard Highway Signs and Markings Book, and FHWA Order 5160.1A. Placement and design of acknowledgement signs/plaques should follow sound and basic engineering practices such as simplifying sign message content, reasonable sign sizes, and minimizing driver distraction.

SPONSORSHIP OVERSIGHT COMMITTEE

Various subcommittees will be established on an as-needed basis to oversee the development of specific Sponsorship Agreements and study and recommend sponsorship opportunities. However, the Department will maintain a leadership level Sponsorship Oversight Committee to oversee the Sponsorship Program. The Sponsorship Oversight Committee shall:

- Implement and administer the Sponsorship Program in a manner that ensures it is compliant with pertinent federal and state laws, rules, regulations, and orders, and allows the person, firm or entity to sponsor operational activities or other highway-related services or programs through the provision of a highway-related service, product, or

monetary contribution.

- Be responsible for timely review and decisions regarding new sponsorship agreements, issues, and other new opportunities;
- Be responsible for rendering decisions related to questions regarding federal or state regulatory agency directives pertaining to sponsorship;
- Be responsible for continuous oversight and review of the Sponsorship Program;
- Ensure that sponsorship money for Federal-aid facilities is only used for highway purposes. Ensure that sponsorships that are revenue-neutral provide benefits to the Department that could not be otherwise realized without implementation of the sponsorship;
- Recommend to the Board of Transportation the termination of any agreement or contract when any aspect thereof creates safety concerns, interferes with the free and safe flow of traffic or is determined not to be in the State or public interest;
- Seek and receive approval from the FHWA Division Administrator for all sponsorship agreements involving the Interstate system.

The Sponsorship Oversight Committee will primarily be responsible for maintaining this policy and for providing advice, direction and coordination regarding the Department's Sponsorship Program. The Sponsorship Oversight Committee will determine whether the opportunity is appropriate and acceptable to the Department, and consistent with the policies and directives of the Department and the FHWA. Specific subject matter experts may be called upon for assistance as required.

Once an opportunity has been selected, the committee will identify the program(s) eligible for sponsorship and request that the Transportation Program Management Unit (TPMU), in concert with other applicable business units, prepare the Request for Information (RFI), Request for Qualifications (RFQ), and/or Request for Proposal (RFP) and associated Sponsorship Agreement.

REVENUE PROPOSAL SHEET

PROPOSER: _____

Year One Guaranteed Revenue to NCDOT for Rest Area System Sponsorship \$ _____; _____%

Year Two Guaranteed Revenue to NCDOT for Rest Area System Sponsorship \$ _____; _____%

TOTAL AMOUNT OF GUARANTEED REVENUE \$ _____; 100 %
FOR TWO (2) YEARS

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as prequalified

Attest _____ By _____
Secretary/Assistant Secretary President/Vice President/Assistant Vice President
Select appropriate title *Select appropriate title*

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____, 20____

Signature of Notary Public
Of _____ County
State of _____
My Commission Expires _____

NOTARY SEAL

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

By

Signature of Witness

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
day of _____ 20____.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20____.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTORS

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor (for 3 Joint Venture only)

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this
____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this
____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this
____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
____ day of _____ 20____.

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
____ day of _____ 20____.

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

Contract No

County (ies): **Various**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Execution of Contract and Bonds
Approved as to Form:

Attorney General