

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

FINAL REQUEST FOR PROPOSALS



**STATEWIDE SPONSOR-A-HIGHWAY
PROGRAM**

June 29, 2023



VOID FOR BIDDING

DATE AND TIME OF TECHNICAL PROPOSAL SUBMISSION: **JULY 18, 2023 AT 3:00 PM**

DATE AND TIME OF TECHNICAL SCORE OPENING: **AUGUST 10, 2023 AT 2:00 PM**

COUNTIES: Various

ROUTE NO.: Various

TYPE OF WORK: SPONSOR-A-HIGHWAY PROGRAM OF LITTER REMOVAL SERVICES

**PROPOSAL FORM FOR SPONSOR-A-HIGHWAY SPONSORSHIP PROGRAM
STATEWIDE IN NORTH CAROLINA**

Date _____ **2023**

**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, and the form of contract, 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.

The undersigned 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 for this Contract in accordance with the requirements of the Engineer, the Final RFP and Addenda thereto, the 2018 *Standard Specifications for Roads and Structures*, specifications prepared by the Department, and the Technical Proposal prepared by the Proposer.

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. Unless otherwise noted herein, the Department does not warrant or guarantee the sufficiency or accuracy of any information furnished by the Department.

The Department does not warrant or guarantee the sufficiency or accuracy of any investigations made, nor the interpretations made or opinions of the Department as to the type of materials and conditions to be encountered at the project site. The Proposer is advised to make such independent investigations, as it deems necessary to satisfy itself as to conditions to be encountered on this project. The Service Provider shall have no claim for additional compensation or for an extension of contract time for any reason resulting from the actual conditions encountered at the site differing from those indicated in any of the information or documents furnished by the Department except as may be allowed under the provisions of the Standard Specifications.

The Service Provider 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 Service Provider in performing the work.

The published volume entitled 2018 *Standard Specifications for Roads and Structures*, as well as, all design manuals, policy and procedures manuals, 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.

If the Technical Proposal is accepted and the award is made, the Technical Proposal submitted by the Service Provider is, by reference, incorporated and made part of this contract. 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 (NCDOT). It is anticipated that the contract resulting from this Request for Proposals would be between the North Carolina Department of Transportation (NCDOT) and up to four selected qualified parties for litter removal sponsorship on controlled access state-maintained highways across the state.

North Carolina Session Law 2014-58, Section 13 allows the Department to enter into contracts for sponsorship participation for certain operations.

The Service Provider will perform litter removal services, or otherwise contract to perform such services on selected portions of North Carolina highways, independently secure all revenue to perform the litter removal services from private sources, and fund the litter removal services with money received from private Sponsors in exchange for acknowledgement signs erected at the beginning of the highway segment sponsored.

The Department views the operation of the Sponsor-A-Highway Program as a significant business and marketing opportunity, which should be financially self-sustaining through the development of independent revenue streams. This program will help cultivate public awareness of the litter problem along the state's highways by making these adopted segments of highway an example of community involvement that enhances the attractiveness of the area, while reflecting credit on each Sponsor that pays the Service Provider for these services rendered.

PROGRAM DESCRIPTION

The North Carolina Department of Transportation Sponsor-A-Highway Program offers opportunities to enhance North Carolina's roadways by providing litter removal on portions of the state's highway system. Each Sponsor will be recognized with a Sponsor acknowledgement sign placed at the beginning of the defined Sponsored highway segment.

A Service Provider selected in response to this Request for Proposals will enter into a contract with the Department to perform litter removal services along specific segments of the roadway. Each segment will require a Supplemental Agreement to this contract. A Supplemental Agreement template is provided immediately prior to the *Execution of Bid, Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification* sheets in this Request for Proposals. Each Supplemental Agreement to perform litter removal on a segment of highway will be valid from the date of execution until the completion of this contract, unless otherwise determined by the Service Provider. Reference the Contract Period in the Project Special Provisions.

The Department will not compensate the Service Providers for services provided. The Service Providers may fund the litter removal services with money received from private Sponsors in exchange for acknowledgement signs erected on the sponsored highway segments. The Department shall have no legal responsibility for agreements or contracts made between Sponsors

and any entities contracted by them to perform litter removal services. The Department will perform periodic inspections to verify that highway litter removal services or Sponsor sign installation and maintenance are properly performed.

All litter removal services, associated traffic control, and signage shall be provided by the Service Providers at no cost to the Department. There may be more than one NCDOT contract underway at the same time with some possible overlap in available routes. If more than one Service Provider is selected under this procurement, the availability of each segment will be handled in accordance with the Special Provision "Rights to Segments."

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).

District refers to one of the subunits of a Department Division responsible for highway maintenance operations within a prescribed geographical area.

District Engineer refers to the chief administrative officer in charge of a Highway District of the Department. With respect to the Sponsor-A-Highway Program, the name includes any person designated by the District Engineer to act for the Department pursuant to this contract or any Supplemental Agreement.

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

Litter includes any material, item or substance that has been discarded on the highway right-of-way that has not been expressly placed there by the Department or approved for placement by the Department. It may consist of various sizes of bottles, cans, cups, bags of trash, tires, tire pieces, vehicle parts, metal, junk, brush, lumber, landscape timbers, sacks, bags, paper, plastic, Styrofoam, unauthorized signs, cardboard, furniture, and any other non-toxic items that create an objectionable appearance.

Segment (or Highway Segment) is defined as a distance of approximately one (1) mile for which the Service Provider has obtained a Supplemental Agreement for sponsorship in exchange for the installation of Sponsor-A-Highway Program sign, and recurring payment for maintaining the area in a cleaned condition. Individual segment lengths may vary as a function of urban or rural locations, marketing, and Sponsor interest, but in general the segments will be nominal one (1) mile in length and extend from mile post to mile post to support the Department requirement that no more than one sign per direction per mile be installed. At interchanges, any one-mile segment ending or beginning within the interchange will require the Service Provider to expand that segment to maintain litter removal for the length of the facility (in that segment's direction of travel) throughout the interchange and along both exit and

entrance highway ramps (in that segment's direction of travel). The Department may exclude portions of segments as a function of safety, topography, etc.

Each segment is measured along the highway centerline, from the right-of-way line to the centerline of the median, including unpaved medians and all shoulders between the right-of-way line and the median centerline. For those medians with existing cable guiderail or guardrail, the position of this guiderail or guardrail will be considered the centerline of the median.

Service Provider is a Proposer selected pursuant to the selection process outlined in this Request for Proposals. The Service Provider(s) shall perform, or cause to perform, litter removal services on controlled access highway right-of-way.

Sponsor means a person, firm, or entity, which has entered into an agreement with the Service Provider to participate in the Sponsor-A-Highway Program by funding litter removal through the Service Providers.

Sponsor-A-Highway Program is a program established to enable the litter collection on a designated section of controlled access right-of-way, said services obtained through a Sponsor paying a Service Provider for professional litter removal services, in return for community service recognition gained by posting the segment with a Sponsor acknowledgement sign.

Sponsor-A-Highway Program Manager is a Department employee who has been designated as the point of contact for the Service Provider. The Sponsor-A-Highway Program Manager will be responsible for overall administration of the Program, including coordination of all technical facets of the contract with the Service Provider.

Supplemental Agreement (for service access) is a written agreement between the Service Provider and the Department for the purpose of establishing the Service Provider rights to litter removal and sign installation and maintenance, and associated sponsorship opportunities for each segment of highway.

SERVICE PROVIDER GENERAL OBLIGATIONS

All work by the Service Provider shall be performed in a manner satisfactory to the State and in accordance with the established customs, practices, and procedures of the North Carolina Department of Transportation, 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)*.

Service Providers shall apply to the Sponsor-A-Highway Program Manager for Supplemental Agreements to maintain roadway segments.

All Supplemental Agreements executed by the Department and the Service Providers will require the Service Providers to perform, or contract entities to perform, litter removal along the designated segment of highway within 30 working days after the Supplemental Agreement execution and signs installed. Each Service Provider's responsibilities include:

- Coordinating with the Department and performing Supplemental Agreement obligations in accordance with the Departmental guidelines and agreement requirements.
- Maintaining records for each segment of highway for which it has a Supplemental Agreement. These records will include:
 - Name of Sponsor (contact information including mailing address, email, and phone number) to be submitted concurrently to the State Roadside Environmental Engineer or their designee, and pertinent District Engineer, as agreements between the Service Provider and the Sponsor are secured.
 - Description and length of each Sponsored segment
 - Date of each cleanup and the quantity of miscellaneous litter and debris collected and disposed of as well as bags of recycled metal, glass, and plastic.
 - Disposal location(s) of bags of litter and bags of items for recycling
- Supplying all labor, equipment, and capital resources necessary to meet the maintenance obligations of the contract and Supplemental Agreements. Ensuring that all subcontractors are provided, or provide, all obligations of this contract regarding work zone safety, vehicles, insurance, segment cleanup plans, meeting attendance, equipment, report submittals, recycling, and disposal requirements in accordance with this Request for Proposals and all local ordinances, and state and federal laws and regulations.
- Ensuring that personnel are equipped with personal safety equipment, such as safety vests, hard hats, thick-soled shoes, and gloves, necessary for the safe performance of litter removal in accordance with applicable local, state, and federal laws.
- Picking up and bagging litter and clippings; removing and disposing of bags, tire treads and debris in accordance with applicable local, state, and federal laws.
- Complying with all terms and conditions of this Request for Proposals and all Supplemental Agreements, including those pertaining to permissible workdays and hours.
- Fabricating, installing, and maintaining the Sponsor-A-Highway Program acknowledgement sign and Sponsor recognition panel exactly as specified by the Department. The sign shall be clean, graffiti free and unobstructed at all times.
- Complying with all applicable local, state, and federal laws and regulations, including North Carolina's Solid Waste Statutes and Regulations, inclusive of all recycling guidelines.
- Providing Collection results which shall be entered and submitted into the Department's Sponsor-A-Highway database at the following link:

<https://apps.ncdot.gov/LM/Pickup/SAHPickup>

- The following information shall be entered: Current Sponsorship information (by route / milepost number), quantities of litter and debris collected, and items collected for recycling by metal, plastic, and glass and disposed of (number of bags).
- The Collection results shall be entered into the Department's Litter Management database within two (2) days after the collection and removal.
- Providing a promotional Web-based kickoff announcement that can be accessed through the Department's Website.
- Contributing to the overall safety of the freeways by reporting missing or damaged guiderail or guardrail to the Program Manager.

Work performed under this contract shall be in accordance with the FHWA Order 5160.1A, NCDOT Sponsorship Policy and Procedures, 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 Service Provider by the Department in the 2018 *Standard Specifications for Roads and Structures* are not applicable to this contract.

SPONSOR EXPECTATIONS

It is expected that the Sponsor will make sure that the Service Provider's litter removal services are rendered as agreed upon in its contract / agreement with the Service Provider. Departmental maintenance personnel will provide periodic field inspections to assess whether litter removal service is delivered in accordance with this contract and the Service Provider's Supplemental Agreement.

DEPARTMENT OBLIGATIONS

The Department will select Service Providers to perform litter removal work within Department rights-of-way, setting minimum levels of service, and periodically inspecting the work performed.

The Department also supports the Sponsor-A-Highway Program by providing the following field and administrative services:

- Review of litter removal work plans provided by the Service Providers and indicate any plan deficiencies that must be corrected prior to the issuance of a Supplemental Agreement.
- Verify that the Service Provider is performing at acceptable levels and operating in a safe manner.
- Verify that the Service Provider is entering into contracts / agreements with Sponsors that meet the criteria established in the Service Provider's Sponsor Screening Protocol.
- Conduct periodic sign inspections.
- Arrange for the removal of hazardous or medical waste and dead animals.
- Process all Supplemental Agreements and paperwork in a timely and efficient manner.

DEPARTMENT RESERVATIONS

The Department reserves the right, at its sole discretion, to either proceed no further with this procurement process, 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 or 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.

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=STATEWIDE%20SPONSOR-A-HIGHWAY%20PROGRAM%202023

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 **3:00 p.m. on July 18, 2023**.

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 **June 22, 2023**, via Microsoft Teams. 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. 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 June 22, 2023, 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 4:00 pm EST on **June 15, 2023**.

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 Request for Proposals (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 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 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 the Final Request for Proposals and the Technical Proposal. It is the responsibility of the Proposer to verify the registration of any corporate subsidiary or subcontractor.

SUBMITTAL OF PROPOSAL DOCUMENTS

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 documents (1) the signed Final Request for Proposals, and all associated addenda stapled therein, and (2) a Technical Proposal in response to the Final Request for Proposals (and all associated addenda thereto).

The Proposal documents shall be signed by an authorized employee of the Proposer on (1) the appropriate *Execution of Bid, Non-Collusion Affidavit, Debarment Certification, and Gift Ban Certification* sheet in accordance with Article 102-9 of the 2018 *Standard Specifications for Roads and Structures*. These signature sheets are contained at the back of the Final Request for Proposals and (2) a cover letter included in the Technical Proposal. The Final Request for Proposals provided by the NCDOT 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 part of the Proposal documents, 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 Proposal documents 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.

Proposal documents shall be submitted to the office of the State Contract Officer:

Mr. Ron E. Davenport, Jr., 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.

Proposals shall be submitted in two (2) separate, sealed parcels containing the Technical Proposal in one and the signed Final Request for Proposals (including any addenda thereto) in the other parcel. Proposals shall be delivered to Door B3 of the Century Center Complex—Building B. The courier shall call either Ms. Marsha Sample at (919) 707-6915 or Mr. Ken Kennedy, PE at (919) 707-6919 to accept delivery at Door B3.

SIGNED FINAL REQUEST FOR PROPOSALS

The signed Final Request for Proposals shall include all addenda stapled therein and shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Signed Final Request for Proposals
Submitted by (Proposer's Name)
Statewide Sponsor-A-Highway Program

This Proposal document shall be submitted by returning the Request for Proposals (including all addenda thereto) with the appropriate *Execution of Bid, Non-Collusion Affidavit, Debarment Certification, and Gift Ban Certification* signature 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.

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)
Statewide Sponsor-A-Highway Program

An electronic copy of the Technical Proposal, on a thumb drive, shall be submitted in a sealed package. The electronic copy shall be created by converting all files into a PDF format. The electronic copy shall be scaled to reproduce to the appropriate page format. The Technical Proposal shall be on 8 ½ x 11-inch pages, except the organizational chart, graphs and project schedules may be on 11" x 17", printed on one side. The Technical Proposal shall not exceed 20 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.

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.

Key Project Team members, identified in the Technical Proposal, shall not be modified without written approval of the Department. Any such request should be sent to the State Contract Officer through the Design-Build e-mail address (designbuild@ncdot.gov).

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. Ron Davenport, Jr., PE. The cover letter should include an expression of the Proposer's interest in being selected for the contract, a statement confirming the commitment of key personnel identified in the Technical Proposal to the extent necessary to meet the requirements of this Request for Proposals, a statement detailing the legal structure of the Proposer and / or consortium of firms, 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 20-page limitation.

The Technical Proposal of the Proposer pursuant to this Request for Proposals is hereby incorporated and made a part of the contract, except that 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.

SERVICE PROVIDER SELECTION

GENERAL

There will be a Technical Review Committee (TRC) composed of five or more senior personnel from pertinent groups within the Department that will evaluate the Technical Proposals on the basis of the criteria outlined in the Final Request for Proposals, and any addenda thereto.

The TRC shall first determine whether the Technical Proposals are responsive to the requirements of the Request for Proposals. 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 Technical Scores. 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.

Each responsive Technical Proposal shall be evaluated based on the rating criteria provided in the Request for Proposals. The TRC will submit an overall consensus Technical Score for each Technical Proposal to the State Contract Officer.

Technical Proposals shall document the firm's understanding of the program and contract requirements, and address the technical elements of its marketing, operations and management experience and approach.

TECHNICAL PROPOSAL EVALUATION CRITERIA

Technical Proposals shall document the Proposer's qualifications and experience, understanding of the program, marketing initiatives, and safety program.

Evaluation Criteria for Technical Proposals

Program Understanding	25
Marketing and Program Experience	25
Available Personnel and Equipment	15
Marketing Initiatives	15
Previous Relevant Highway Experience	10
Safety Program	10
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 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.

The Technical Proposal will be reviewed in each of the following categories:

1. Program Understanding – 25 points

- Describe the Proposer's concept of program management. The Technical Proposal shall identify key positions and any Small Private Services Firms proposed shall also be noted.
- Identify the legal structure of the Proposer and / or consortium of firms.
- Discuss the Proposer's understanding of any major issues and risks that need to be addressed in this program generally and during litter removal operations specifically, and the Proposer's conceptual solutions.
- Discuss generally the tasks involved in this contract. Identify any special issues or problems that are likely to be encountered. Demonstrate clearly and concisely the Proposer's understanding of the technical and institutional elements which the Proposer must address.
- Provide a narrative description of the proposed location of the Proposer's office(s) and the respective responsibilities.
- Describe the overall strengths of the Proposer and its ability to fulfill the requirements of this contract.

2. Marketing and Program Experience – 25 points

- Describe the Proposer's experience in marketing services to businesses comparable to that required for this program.
- Describe whether or not the Proposer has successfully marketed sponsorship litter removal services previously, and if so, list the contracts and / or areas of experience. For each relevant experience, provide a contact name and phone number for the entity for which the services were performed. Include sponsorship arrangement details of these engagements or otherwise describe the nature of work performed by the Proposer on these engagements.
- Describe the Proposer's Sponsor Screening Protocol that will be used in this program.
- Describe any ongoing litter removal services in which the Proposer is engaged.
- Describe the Proposer's public involvement activities offered, including methods to provide the public with information and access to project personnel.

3. Available Personnel and Equipment – 15 points

- Descriptions of the work that the Proposer anticipates will be self-performed and the work that will be performed by subcontractors.
- Describe the Proposer's number of personnel and any equipment that will be available for the litter removal operations.

- Describe the Proposer's approach to obtaining the necessary crews, safety items, vehicles, signs, etc. to satisfactorily perform the litter removal operation.
- Describe the Proposer's intent to engage Minority Business or Women Business Enterprises in the work.

4. Marketing Initiatives – 15 points

- Describe the Proposer's approach to marketing this program to potential sponsors.
- Describe the number of personnel that will be dedicated to marketing to prospective sponsors and identify any specific geographic areas that will be staffed.

5. Previous Relevant Highway Experience – 10 points

- Describe the Proposer's experience in performing or arranging for the performance of traffic management operations (lane closures, signage, safety setups, etc.) during litter removal operations.
- Identify any and all similar contracts or arrangements in which the Proposer has participated that ended in the termination of the contract or arrangement and describe the circumstances under which the contract or arrangement was terminated.

6. Safety Program – 10 points

- Describe the safety considerations specific to litter removal services.
- Discuss the Proposal's overall approach to safety, both for the traveling public and the litter removal personnel.
- Describe any proposed improvements that will be used during litter removal operations that will enhance the safety of the workforce and / or travelling public.
- Identify a Safety Officer for the Proposer and describe that person's experience in ensuring safety, and as applicable, during litter removal, or other type operations in proximity to high-speed facilities.

DETERMINATION OF SERVICE PROVIDER

The TRC will submit an overall consensus Technical Score for each Technical Proposal to the State Contract Officer. If a Proposer's Technical Score is below 60, the Technical Proposal may be deemed non-responsive. 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.

If any of the Technical Proposals are considered non-responsive, the State Contract Officer will notify those Proposers accordingly.

At the time and date specified on the website provided elsewhere in the Final Request for Proposals, the State Contract Officer will open the Technical Scores.

At its sole discretion, the Department may select up to four (4) Proposers with the highest Technical Scores for award of a contract.

Proposers are notified that this is a request for proposals, not a request to contract, and the Department reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the State.

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 Technical Scores without discrimination on the ground of race, color, or national origin.

The contract is comprised of the executed Final Request for Proposals including all addenda, the Technical Proposal, the 2018 *Standard Specifications for Roads and Structures* (and as amended in this Request for Proposals) and all referenced documents.

SPECIAL PROVISIONS

CONTRACT PERIOD

The Date of Availability of this contract will be September 1, 2023. The contract will be for five (5) years. The Department retains the option to extend this contract for two (2), 3-year periods if mutually agreeable with the Service Provider. As noted elsewhere in this Request for Proposals, this period may be shortened through termination by the Department, or approval by the Department of a request for termination from a Service Provider, or discontinuation of the Sponsor-A-Highway Program.

The State Contract Officer, Sponsor-A-Highway Program Manager, State Roadside Environmental Engineer, or their designee, will notify the Service Provider in writing no later than three months prior to the end of the Sponsorship Agreement term as to whether the NCDOT wishes to extend the contract. The Service Provider shall reply in writing within two (2) weeks of the date of the notice as to whether the Service Provider consents to an extension of this contract. Failure on the part of the Service Provider to reply will be considered as a rejection of the extension.

TERMINATION OF CONTRACT

The provisions of Articles 108-9 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), (C), and (D) 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 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 Service Provider 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.

TERMINATION OF SUPPLEMENTAL AGREEMENTS

Upon the occurrence of one or more of the following events, termination of a Supplemental Agreement may be initiated, and shall be in accordance with the conditions outlined herein. The District Engineer shall provide written notice to the Service Provider, copy to the Sponsor, that a reason exists to terminate a Supplemental Agreement, including removal of Sponsor recognition panels. Events include:

1. The Service Provider fails to accept an extension of that Segment's Supplemental Agreement after fulfilling its initial term obligation.
2. A Service Provider fails to comply with a term or condition of the contract and / or Supplemental 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. continued violation of lane closure or work restrictions;
- e. failure or refusal to remove allowable materials;
- f. failure to submit the required reports in a timely manner, as required;
- g. illegal dumping;
- h. discontinuance of work without approval;
- i. failure to resume work that had been discontinued, within a reasonable time after notice to do so;
- j. the Supplemental Agreement or Sponsorship is proving to be counterproductive to the program's purpose;
- k. undesirable results such as increased litter, vandalism, or sign theft are resulting from the Sponsorship;
- l. failure to protect, to repair, or to make good any damage or injury to Department property;
- m. failure to maintain required insurance coverage, or to maintain lawful registration to do business in the State of North Carolina;
- n. failure to adhere to recycling requirements;
- o. breach of any provision of this contract;
- p. failure to make prompt payment to any subcontractors;
- q. a Service Provider or Sponsor has engaged in irresponsible conduct that may bring discredit upon the State;
- r. other good cause exists to terminate the agreement and / or remove the Sponsorship recognition panel or the entire Sponsor-A-Highway Program sign.

If notice is provided pursuant to the above, the deficiency shall be corrected by the responsible party within 15 calendar days following the date of the written notice of deficiency.

3. If a Service Provider does not perform litter removal services as scheduled, unless precluded by weather or other justifiable emergency, the procedures outlined below will be followed.

- a. Failure to Comply (First and Second Observations)

The Service Provider will be notified verbally that according to observations by the Department, it failed to maintain a Segment, or any part thereof, as scheduled and will be given two (2) business days to contact the Department with information regarding how and when the Service Provider will remedy its failure to maintain.

After one full business day beyond the date outlined by the Service Provider in response to the notification provided above, if the Department observes that the Segment or any part thereof still has not been maintained, the Service Provider will be notified in writing, or e-mail, with a copy to the Sponsor(s), that it has an additional two (2) business days to remedy the situation.

- b. Failure to Comply (Second Re-occurrences)

If it is observed that a Segment, or any part thereof, has not been cleaned as scheduled a second time within a six-month period, regardless of any remedial actions taken in response to the first

observation, the Department will notify both the Service Provider and Sponsor in writing immediately.

c. Failure to Comply (Third Observation)

The Service Provider is hereby advised that liquidated damages in the amount of \$400 per day will be assessed if the site is still inadequately maintained after the expiration of the second observation period above. In addition, the existing Supplemental Agreement for that Segment may be terminated, and the Sponsor notified. The Sponsor will be allowed to retain its segment by entering into a new contract with another Service Provider if the Sponsor so chooses. The new Service Provider must apply for a new Supplemental Agreement in order to begin litter removal maintenance.

d. Failure to Comply (Multiple Re-occurrences)

If it is observed that the same Segment, on any part thereof, has not been cleaned as scheduled a third time in a one-year period from the first observation, the Department will terminate the pertinent Supplemental Agreement from the Service Provider and the affected Sponsor. The Sponsor will be allowed to retain the site by entering into a new agreement or contract with another Service Provider.

Termination of the Supplemental Agreement by the Department will cause the Service Provider to suspend all litter removal work on that Segment of highway right-of-way. Upon the Supplemental Agreement termination, the Segment will be available to any other Service Provider. All Sponsor-A-Highway Program signs will remain the property of the Department. The new Service Provider will be required to apply for a new Supplemental Agreement and begin the Sponsorship process by soliciting and contracting with a Sponsor to fulfill the Sponsorship of the Segment. Existing Sponsor-A-Highway signs become the responsibility of the new Service Provider. The new Service Provider shall be responsible for maintaining the existing Sponsor-A-Highway signs, and provide the new sponsorship recognition panel.

4. Upon the occurrence of one or more of the following events, the Department shall provide written notice to the Service Provider and the affected Sponsor of the immediate suspension of the Supplemental Agreement:
 - a. The Service Provider is engaging in unsafe activity as determined by noncompliance with the safety terms in this contract.
 - b. The Service Provider attempts to subcontract litter removal operations to another contractor without receipt of prior written approval from the District Engineer.
 - c. The Service Provider fails to correct a deficiency within 15 calendar days of receipt of written notice of such deficiency pursuant to #2a - #2r above.

SOLICITATION OF SPONSORS

Individuals, businesses, corporations, and other organizations may be Sponsors in this program. The Department Sponsor-A-Highway Program Manager or District Engineer may reject sponsorship requests or seek the rescission of sponsorships if it is determined that a sponsorship will jeopardize

the Sponsor-A-Highway Program. Additionally, the Department may reject a Sponsor that does not meet the requirements of the Service Provider's Sponsor Screening Protocol as submitted and accepted by the Department.

The responsibility of marketing for private sponsorship rests solely upon the Service Provider. However, design of all sponsor recognition panels on acknowledgement signs shall be submitted to the Sponsor-A-Highway Program Manager or the State Roadside Environmental Engineer, or their designee, for approval prior to erection on the highway. The Service Provider shall be responsible for screening potential Sponsors for suitability before forwarding them to the Sponsor-A-Highway Program Manager.

The Service Provider shall maintain a list of all sponsored segments including the segment location, the name of the sponsor, and contact information for a representative from each sponsor, and shall provide a new list to the Sponsor-A-Highway Program Manager with each addition or change of sponsor or sponsor contact information. Upon request, the Department will provide a list of the selected Service Providers, including company name, contact person, address, phone number to potential Sponsors.

HIGHWAY SEGMENTS AVAILABLE

NCDOT maintained routes that are available to the selected Service Providers for Supplemental Agreements will be provided upon request. There may be more than one Department contract underway at the same time with some possible overlap in available routes. Non-adopted segments along those routes will continue to be available for sponsorship via previous contracts through July 31, 2023, as well as through this Request for Proposals. On September 1, 2023, all non-sponsored segments will be available under this contract. As Supplemental Agreements under the previous contracts expire, those segments will also be available under this contract. Contact within the Department for authorizing sponsorship acknowledgement sign work is the Sponsor-A-Highway Program Manager.

The Department reserves the right in the future to add roadways not currently available for sponsorship.

SERVICE PROVIDER – SPONSOR RELATIONSHIP

All litter removal services are to be exclusively contracted between the Service Providers and Sponsors. The Department is not a party to any contract between a Service Provider and a Sponsor, and will not prescribe the terms and conditions of contracts between Sponsors and the Service Provider. Neither a Service Provider nor a Sponsor is an agent of the Department. The Service Providers and Sponsors are expected to be fully familiar with the provisions of this contract and the applicable Supplemental Agreements. The cost for Sponsors participating in the program is to be negotiated solely between Sponsor(s) and Service Providers. All billing and collection will occur between the Service Provider and Sponsor(s). The Department will not guarantee that negotiated fees will be paid.

RIGHTS TO SEGMENTS

Each highway designated in this Request for Proposals will be broken into one (1) mile segments from one mile marker to the next. Reference the definition of “Segment” in the Purpose and Description section for segment length within interchanges.

In the Sponsor-A-Highway Program, the designated highways each have medians which separate the direction of traffic flow. As such, each side of the road is considered a different segment. In seeking sponsorship, a Service Provider may solicit sponsors for litter removal for one or both sides of the roadway.

Submittals of requests for segments can begin on Friday, September 1, 2023, at 12:00 a.m. Eastern Standard Time. The Service Providers shall apply for Supplemental Agreements through the Sponsor-A-Highway Program Manager’s office for each Segment. Requests for Statewide Sponsor-A-Highway Program segments shall be submitted via email to the Sponsor-A-Highway Program Manager, Kimberly P. Wheelless, at kpwheelless@ncdot.gov. Separate emails are required for each segment requested.

All requests will be reviewed for required documentation including all contact information of the:

- work crew;
- sign installer (subcontractor), if available;
- Sponsor, if available;
- a segment map showing the location (County, highway, mile marker, direction);
- a picture of the Sponsor’s sign art, if available;
- a plan describing the litter removal process by the crew and where the bags of trash and recycle items will be **disposed**.

Service Providers shall apply for Supplemental Agreements through the Sponsor-A-Highway Program Manager’s office for each Segment. Once a Supplemental Agreement is executed with the Service Provider, only that specified Service Provider has the right to that Segment for litter removal services for the duration of the Supplemental Agreement. The Service Provider may then enter into contracts / agreements with Sponsors for that segment. Sponsors need not be secured prior to the execution of a Supplemental Agreement.

Upon issuance of a Supplemental Agreement the Service Provider will be required to install the Sponsor-A-Highway Program sign at the appropriate mile marker location as approved by Division Traffic.

The Service Provider is required to have the Sponsor-A-Highway Program acknowledgement signs along with the respective Sponsor recognition panels (if sponsored) installed and begin performing litter removal on the Segment no later than thirty (30) working days after execution of the Supplemental Agreement. Additionally, when an acknowledgement sign is installed without the Sponsor recognition panel and a sponsor is obtained later, the Service Provider shall provide a recognition panel within 30 days of approval of the Supplemental Agreement unless otherwise authorized by the Department. If the Service Provider does not initiate performance of the litter removal within thirty (30) working days of the execution of the Supplemental Agreement, through

its own fault, the Supplemental Agreement is deemed void, and the Segment will be made available to any Service Provider.

All segments selected through the drawing that did not have a Sponsor will have up to six months after the issuance of the Supplemental Agreement to sign up a Sponsor. When a Sponsor is found, the Sponsor's art for the recognition panel must then be approved. If after six months the Service Provider has not found a Sponsor, the Department reserves the right to terminate the initial Supplemental Agreement for this segment and make it available for any of the Service Providers to apply for a new Supplemental Agreement for the segment, providing they have a Sponsor.

The Department reserves the right to revise or modify the program with a thirty (30) workday notification to the Service Provider. Supplemental Agreements cannot be transferred from one Service Provider to another without the written permission of the Department. In such case, a new Supplemental Agreement shall be executed.

The Department reserves the right to perform litter removal services, or contract for litter removal services, for any Segment not under a Supplemental Agreement. The Department also reserves the right to remove any portion of the available routes designated in this Request for Proposals for which no Supplemental Agreement has been issued prior to September 2023. In such case, the Department reserves the right to include these removed portions in a new advertisement for sponsorship or contract.

CHANGING SEGMENTS

A Sponsor may exchange its existing segment during the contract period for another segment, provided the new segment is available and a new Supplemental Agreement is executed for the new segment. However, the Sponsor-A-Highway Program sign must remain in the original location. The Sponsor recognition panel will be either covered or removed from this sign and installed on the Sponsor-A-Highway Program sign of the newly sponsored segment by the Service Provider. **Only the Sponsor recognition panels are allowed on the Sponsor-A-Highway Program sign.** Upon the exchange, the Service Provider will continue to perform the minimum level of service on the non-Sponsored segment covered by the Supplemental Agreement. Once in place, the Sponsor-A-Highway Program sign will become the property of the Department. Service Providers shall notify the Sponsor-A-Highway Program Manager of all Sponsorship changes.

MINIMUM LEVEL OF SERVICE

The minimum level of service (litter pickup) and legal disposal is a frequency of at least once every four weeks (13 times annually) on each Segment, or more often if requested by Sponsors.

The Service Provider must pick up and bag litter and small debris as well as tire treads from these controlled access roadways from the edge line of the road and the adjacent landscape area to the fence, retaining wall, or other line of demarcation in the state's roadside right-of-way. Exit and entrance ramps (until they merge with the service or collector road) are included. Non-paved medians of roadways are also included. The work area does not include overpasses, culverts, as well as rest areas or weigh stations beyond the nominal limits of an extension of the controlled access limits for the surrounding highway. In the event the ground is covered with snow, cleaning will not

be required but must resume when the snow has melted sufficiently to allow for litter removal. Trash bags must be closed with ties and removed at the end of each workday and legally disposed of by the Service Provider.

The Service Provider shall supply plastic bags in order to place litter and debris. All bags and debris must be removed from the highway section on the day it is picked up and bagged. There are to be no bags or debris left on any roadside area during an overnight period. The Service Provider is responsible for disposal of all litter, debris, brush, or other materials removed from the Segment at no cost to the Department. Garbage bags are not to be left on the shoulder of roads during litter pickup. All bags are to be disposed of according to North Carolina's solid waste and recycling statutes and rules. The Service Provider's attention is directed to the North Carolina General Statutes 130A-309.10(f) through (l), which require that the Service Provider and all subcontractors recycle during litter clean up and removal operations.

Each Service Provider'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 or hypodermic needles, dead animals, or bulk items that cannot be put in litter bags. The Service Provider shall notify the appropriate District Engineer immediately if hazardous materials or dead animals are discovered on a highway segment. The Service Provider shall notify local law enforcement if any illegal materials are discovered and leave those materials where found.

If warranted, the Service Provider shall meet with the Sponsor-A-Highway Program Manager or their designee, and the appropriate District Engineer(s) a minimum of once per month for the first three (3) months after issuance of the first Supplemental Agreement to the Service Provider. The purpose of these meetings will be to receive updates, assess compliance, and resolve outstanding issues.

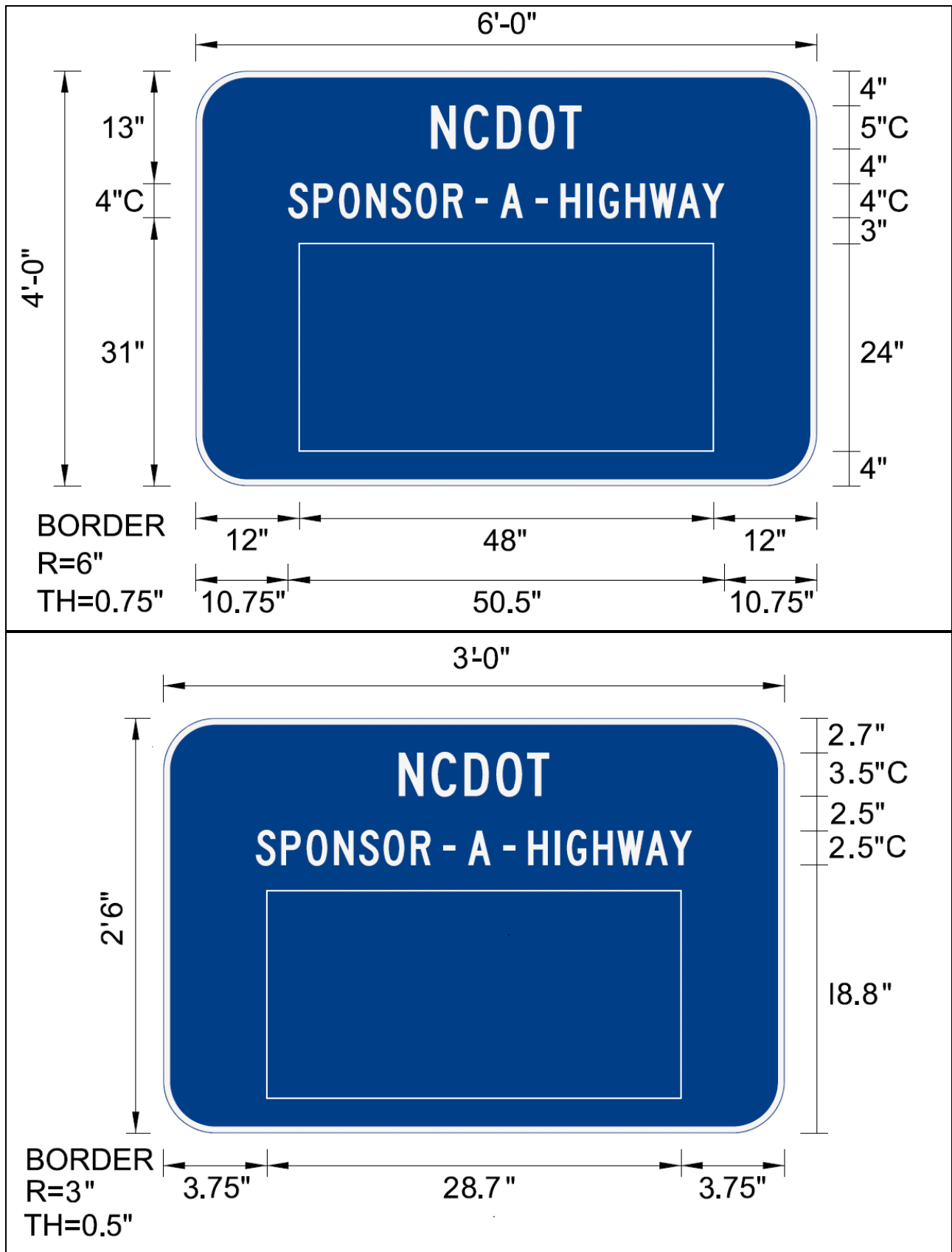
SPONSORSHIP SIGNS

Sponsorship signs and heavy-duty channel supports shall be fabricated and installed by the Service Provider in accordance with the details shown in Figure 1. As specified below the sign is fully compliant with the requirements of the most current *Manual on Uniform Traffic Control Devices* (MUTCD).

The Service Provider shall submit by email all Sponsor recognition panel details to the Sponsor-A-Highway Program Manager for approval. According to the MUTCD, acknowledgement designs on panels shall not exceed one third of the total sign area, as shown in the configuration below. "In memory of" signs or license-related titles such as Dr., M.D., Esq., DDS, etc., are permitted on the Sponsor acknowledgement sign. Sign designs resembling traffic control devices or that have the potential to mislead or misinform the traveling public are prohibited. Website addresses and phone numbers will not be allowed. Recognition panels shall be installed within the sponsorship sign.

Signs shall be fabricated, installed, and maintained by the Service Provider at locations approved by the Department. **The Department will perform staking of all proposed sites unless prior approval is given to the Service Provider.** Service Providers must monitor signs and replace damaged or missing signs. The Department reserves the right to cover, reinstall in another location 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.

**Figure 1**

Signs shall be mounted in accordance with the Department's typical ground mounted standards so as to not obstruct the display of any other Departmental sign.

The Service Provider shall install ground-mounted Sponsor-A-Highway Program signs as close to the beginning of the Sponsored segment as feasible, taking into account safety and existing signage. A maximum of one sign per segment is permitted. **The Service Provider shall be responsible for notifying the Sponsor-A-Highway Program Manager of the sign scheduled install dates and for verifying the utility locations that may be in conflict with sign installation, so an affected sign site may be adjusted, if required.**

If a Sponsor terminates its relationship with a Service Provider, the Sponsor-A-Highway Program sign is to remain, but the Sponsor acknowledgement panel is to be removed by the Service Provider, with prior written notification to the Sponsor-A-Highway Program Manager.

SAFETY

The safety of the motoring public and the Service Provider's field personnel is of paramount importance. The Service Provider and its agents and employees 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 Safe Operating Procedures and Workplace Safety Manual* (SOP 10-21).

The Service Provider shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with the Traffic Control Plans, the Project Special Provisions, 2018 *Standard Specifications for Roads and Structures*, and the current edition of the MUTCD. The Service Provider 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 Service Provider is required to leave the project in a manner that will be safe for the traveling public, and which will not impede motorists.

The Service Provider 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, on its own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract. Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as stated 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 Service Provider will establish and submit for review by the 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 Service Providers for correction prior to execution of the necessary Supplemental Agreement.

Each Service Provider's field employees must be educated with regard to the following safety requirements:

- Wear approved safety clothing (reflective colors), steel toed boots, long pants, and equipment at all times.
- Be alert for traffic during maintenance operations and be prepared to move quickly if necessary.
- Use all equipment according to manufacturer's recommendations.
- Watch footing on steep slopes, drainage facilities, or other poor traction surfaces.
- Do not run, throw objects, engage in horseplay, or activities that may distract drivers.
- Avoid overexertion. Drink plenty of fluids, especially on warm, humid days.
- 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, while on the roadway traveling to or from the roadside worksite, or while on the worksite.
- Do not wear headphones, as they will reduce alertness to warning sounds. Use sunscreen in all seasons.
- Any observed safety violations will be reported to the Service Provider.
- Follow guidelines for handling hazardous materials.
- Service Provider, and all subcontractors, shall use approved safety equipment as required in the Department's Workplace Safety Manual; this manual contains Safe Operating Procedures (Litter Pickup SOP 11B-49 and Sign Installation / Maintenance SOP 11B-73). The following is the link to the NCDOT Safe Operating Procedures and Workplace Safety Manual:

<https://connect.ncdot.gov/business/safety/Pages/SOP.aspx>

Each Service Provider shall provide the name, telephone number and email address of a designated Safety Supervisor to the Sponsor-A-Highway Program Manager for further transfer to the appropriate District Engineer. The designated Safety Supervisor for the Service Provider shall attend an initial safety briefing with the Department, organize and conduct safety briefings for the litter removal staff prior to the commencement of litter removal operations, and review periodically all safety items with field personnel and all subcontractors including, but not limited to, the importance of safety during the litter removal effort, the safety requirements set forth in this Request for Proposals, and any special concerns conveyed by Department personnel.

RESTRICTIONS ON WORK

In addition to complying with all federal and North Carolina laws, the Service Provider and subcontractors shall not work during those days / hours detailed herein unless otherwise permitted under the applicable Supplemental Agreement. Exceptions to this rule may be granted by the District Engineer acting in his or her sole discretion. The Service Provider shall immediately follow all field instructions given by North Carolina law enforcement officers and Division Engineers. The Service Provider's field supervisor shall inspect all work performed to ensure compliance with all applicable standards and guidelines.

The Service Provider shall provide, erect, maintain and remove temporary warning signs as directed by the District Engineer. These signs shall be erected a minimum of 1,000 feet in advance of the cleanup work zone, or where they will be visible to oncoming traffic for such a distance.

The Service Provider and subcontractors shall not utilize or install lane or shoulder closures during the weekdays from 6:30 a.m. until 9:00 a.m. and 4:00 p.m. until 6:30 p.m. unless otherwise permitted in a Segment's Supplemental Agreement.

The Service Provider and subcontractors shall not remove litter 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 preclude some specific actions within the right-of-way on interstate highways; the documents are available upon request. Each Proposer shall thoroughly review the references. Errors in the vendor proposals due to lack of knowledge of these limitations will be cause for point reduction in the Technical Review Committee's points assigned to individual proposals, and if there are sufficient mistakes a Technical Proposal may be deemed non-responsive.

- *N.C. General Statute § 130A-309.10 (f)-(l)*. Prohibited acts relating to packaging; coded labeling of plastic containers required; disposal of certain solid wastes in landfills or by incineration prohibited. <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.
<https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title23-section111&num=0&edition=prelim>

LITTER REMOVAL WORK SCHEDULE

The Service Provider shall email the Sponsor-A-Highway Program Manager a work schedule by Wednesday (12:00 noon) of the week prior to scheduled litter removal. Schedules must include the Segment numbers, Sponsor names, highway, direction, mile markers, scheduled work date, Service Provider's work crew supervisor and the supervisor's cell phone number. Service Providers must notify the Department's designated office of any changes in schedule 24 hours in advance.

The Department retains the right to make adjustments to the Service Provider's schedule to coordinate with grass mowing operations, other roadway maintenance operations or conflicting transportation improvement projects being performed on or near the Segment. The Service Provider and subcontractors may have to adjust its schedule and clean up litter and debris in excess of the usual quantities in the event of an illegal dumping, paper spill, or a similar unpredictable situation.

DEPARTMENT INSPECTIONS

The Department will perform field checks to ensure that the Service Provider is complying with the requirements of this contract, and all issued Supplemental Agreements.

ETHICS POLICY

Employees employed by the Service Provider or employees employed by any subconsultant for the Service Provider 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 the Company 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 Service Provider.

The Service Provider or any subcontractor for the Service Provider 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 Service Provider or its subcontractors shall restrict such person or persons from working on any of the Service Provider'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 Service
- Provider 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.

MINORITY BUSINESS AND WOMEN BUSINESS ENTERPRISES**Description**

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

Definitions

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Service Provider.

Minority Business Enterprise (MBE) - A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for MBE / WBE certification. The MBE / WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

Women Business Enterprise (WBE) - A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

Forms and Websites Referenced in this Provision

Subcontract Approval Form (SAF) - Form required for approval to sublet the contract.

<https://connect.ncdot.gov/projects/construction/Pages/Construction-Resources.aspx>

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link:

<https://www.ebs.nc.gov/VendorDirectory/default.html>

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

MBE and WBE Utilization

The Service Provider shall report the use of MBE / WBEs during the course of the contract. The Service Provider shall report the accounting of payments through the Department's Payment Tracking System.

The total dollar value of the participation by an eligible MBE / WBE shall be reported. The total dollar value of participation by an eligible MBE / WBE will be based upon the value of work actually performed by the MBE / WBE and the actual payments to MBE / WBE firms by the Service Provider.

(A) Subcontracts (Non-Trucking)

A MBE / WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE / WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(B) Suppliers

The Service Provider shall report 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

(C) Manufacturers and Regular Dealers

The Service Provider shall report expenditures to MBE / WBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a MBE / WBE firm for providing a bona fide service, such as providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a MBE / WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for

the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE / WBE Utilization

The Service Provider shall report expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE / WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE / WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a MBE / WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE / WBE credit claimed for its performance of the work, and any other relevant factors.

(B) MBE / WBE Utilization in Trucking

The following factors will be used to determine if a MBE or WBE trucking firm is performing a commercially useful function.

- (1) The MBE / WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE / WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE / WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however,

may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.

(5) The MBE / WBE may also subcontract the work to a non-MBE / WBE firm, including from an owner-operator. The MBE / WBE who subcontracts the work to a non-MBE / WBE is entitled to credit for the total value of transportation services provided by the non-MBE / WBE subcontractor not to exceed the value of transportation services provided by MBE / WBE owned trucks on the contract. Additional participation by non-MBE / WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE / WBE, and the Service Provider will not count towards the MBE / WBE contract requirement.

(6) An MBE / WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE / WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE / WBE, so long as the lease gives the MBE / WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE / WBE's credit as long as the driver is under the MBE / WBE's payroll.

(7) Subcontracted / leased trucks shall display clearly on the dashboard the name of the MBE / WBE that they are subcontracted / leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

Reports and Documentation

A Subcontract Approval Form (SAF) shall be submitted for all work which is to be performed by a MBE / WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE / WBE subcontractors.

The Service Provider shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month.

When using transportation services to meet the contract commitment, the Service Provider shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a MBE / WBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Service Provider shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed.

EQUIPMENT

The Service Provider shall ensure that all field personnel are equipped with proper safety equipment, such as approved safety vests, hard hats, durable work gloves, and dressed appropriately with long pants, shirts, and substantial leather footwear with ankle support.

The Service Provider shall provide sufficient vehicles to ensure a safe and continuous operation that complies with all Federal and State Department of Transportation and North Carolina Division of Motor Vehicles requirements. Vehicles used in performing the work shall be equipped with all necessary Work Zone Traffic Control devices as referenced in the Department's *Workplace Safety Manual* regarding Work Zone Safety and Traffic Control guidelines. A cellular telephone shall be supplied for each work unit. Someone in each work unit must have the knowledge and ability to report emergencies.

FIELD PERSONNEL

Service Provider's field personnel must be legal residents of the United States and 18 years of age or older, and able to perform the work. Every work crew must have a supervisor, equipped with an operating cell phone and the supervisor must be able to speak and understand English. All drivers must possess valid applicable driver's licenses for the vehicles operated.

PERFORMANCE OF THE WORK

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

GIFTS FROM VENDORS, PROPOSERS AND CONTRACTORS

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 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 *G.S. § 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 employee's 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.

Supplemental Agreement for Service Access

COUNTY: <Enter county name>

SUBJECT: Supplemental Agreement for Access within NCDOT Right-of-Way on <Enter road name> between Mile Marker XXX.X and XXX.X or Other Defining Segment
Description<Enter Direction of Traffic>bound for the Purpose of Litter Removal and
Sponsor-A-Highway Program Sign Maintenance

<Enter prefix> <Enter Service Provider contact name>

<Enter Name of Service Provider Company>

<Enter Service Provider business address>

<Enter City, State Zip Code>

This Supplemental Agreement is executed for access to perform sponsorship-based litter removal services on the aforementioned Segment of Department highway right-of-way. All terms of the contract, including those contained in the Final Request for Proposals, all addenda thereto, and the Technical Proposal submitted by the undersigned Service Provider remain in full effect unless otherwise noted herein.

The litter removal services shall be performed in accordance with the above referenced documents and the supporting work plan documents and traffic control plans submitted by the Service Provider and accepted by the Department. Sponsor selection shall be based on the Sponsor Screening Protocol submitted by the Service Provider and accepted by the Department.

Traffic Control and Warning Signs shall be required as mandated in the Manual of Uniform Traffic Control, amendments or supplements and the traffic control plans, and it shall be the responsibility of the undersigned Service Provider. Segments on roadways without mile markers will be designated by other physical or electronic mapping techniques, restricting to one sign per mile.

Lanes of traffic shall not be restricted between the hours of <Enter hours X:XX a.m. to X:XX a.m. or X:XX p.m. to X:XX p.m.> Monday through Friday. <Enter here any other restrictions to working on weekend days or holidays, i.e. No access is allowed during holidays recognized by the State of North Carolina.>.

A copy of this Service Access Agreement is to be available at the work site to show access approval.

The following exceptions to the Final Request for Proposals are permitted under this Supplemental Agreement: (insert any relaxations of work restrictions, etc.)

This Supplemental Agreement is valid from the date of execution for a period of up to four years or as otherwise dictated by the Final Request for Proposals. This Supplemental Agreement shall be deemed null and void if litter removal service has not begun within 20 working days or is terminated by the NCDOT in accordance with the Final Request for Proposals. This Supplemental Agreement is not transferable to another Service Provider.

This Supplemental Agreement is executed on this the ____ day of _____, 20__.

Name of Service Provider _____

Name of Authorized Representative _____

Signature _____

Department District Engineer _____

Signature _____

**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

Secretary / Assistant Secretary
Select appropriate title

By

President / Vice President / Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name**CORPORATE 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

Signature of Witness

By

Signature of Partner

Print or type Signer's name

Print or type Signer's name

**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

**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

**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

**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

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
Approved as to Form:

Attorney General