

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

**FINAL REQUEST FOR PROPOSALS**



**FERRY  
SPONSORSHIP**

**March 7, 2016**



*VOID FOR BIDDING*

TECHNICAL PROPOSAL AND REVENUE PROPOSAL SUBMISSION BY: **April 4, 2016 AT 4:00 PM**

DATE AND TIME OF REVENUE PROPOSAL OPENING: **April 15, 2016 AT 2:00 PM**

COUNTIES: Various

ROUTE NO. Various

TYPE OF WORK: Ferry Sponsorship

# **PROPOSAL FORM FOR FERRY SPONSORSHIP PROGRAM IN NORTH CAROLINA**

**Date**\_\_\_\_\_ **2016**

**DEPARTMENT OF TRANSPORTATION,**

**RALEIGH, NORTH CAROLINA**

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

If the undersigned Proposer proposes to install signs, then the Proposer further agrees to provide all necessary materials, machinery, implements, appliances, tools, labor, and other means of construction, except as otherwise noted, to perform all the work and required labor to design, and complete all the work necessary in accordance with the requirements of the Department, the Final RFP and addenda thereto, the 2012 *Standard Specifications for Roads and Structures*, and specifications prepared by the Department.

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

The Proposer shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract, and shall indemnify and hold the Department harmless for any additional costs and all claims against the Department or the State which may arise due to errors or omissions of the Department in furnishing preliminary information, and of the Proposer in performing the work. The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, JANUARY 2012*, as well as, all design manuals, policy and procedures manuals, applicable FHWA Orders and AASHTO publications and guidelines referenced in the Request For Proposals, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; that, except as herein modified, all the work included in this contract is to be done in accordance with the documents noted above and under the direction of the Engineer.

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

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## **PURPOSE AND DESCRIPTION**

### **PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit written proposals from qualified firms to enter into an exclusive Sponsorship Agreement with the North Carolina Department of Transportation, Ferry Division. The Ferry Division is responsible for providing safe, reliable and affordable transportation to North Carolina visitors and residents. N.C. General Statute §13682(f) authorizes NCDOT to operate or contract for receipt-generating activities, including sponsorships. The Ferry Sponsorship Program (“Sponsorship Program”) will provide sponsorship opportunities for the ferry vessels and terminals.

The Sponsorship Program consists of the following sponsorship opportunities:

#### **Ferry Vessels**

- 1) Hot and cold beverage vending machines
- 2) Retail hot/cold food sales (prepared/packaged offsite)
- 3) Snack Vending machines
- 4) Retail (magazine, books, souvenirs, etc.)
- 5) Signage in passenger lounge area
- 6) Signage on the exterior of the vessels
- 7) Branding of vessels
- 8) Sponsor Clothing for Ferry Personnel
- 9) Wi-Fi

#### **Ferry Terminals**

- 1) Hot and cold beverage vending machines
- 2) Snack vending machines
- 3) Food Service (mobile food truck/trailer, food cart, restaurant, coffee shop, etc.)
- 4) Signage on the interior of the terminal waiting areas
- 5) Signage on the exterior of the terminal
- 6) Signage in the parking lots
- 7) Wi-Fi
- 8) Ferry schedules
- 9) Ferry website
- 10) Televisions and advertise on Television
- 11) Automatic Teller Machines (ATM)
- 12) Ferry Routes
- 13) Ferry General Service Signs along Highway Routes

A Proposer can only appear in one response to this Request for Proposals. Any Sponsorship Agreement resulting from this solicitation will require the Successful Proposer to provide the Department guaranteed annual sponsorship revenue for the privilege/right of exclusively sponsoring, developing sponsorships and placing acknowledgement materials for the Sponsorship Program. The selected Proposer shall arrange for sponsorship revenue on selected ferry vessels and/or ferry terminals and independently secure revenue to share with the

Department, in exchange for acknowledgement panels erected on/within the sponsored ferry vessel or ferry terminals. The Successful Proposer shall pay the guaranteed sponsorship revenue to the Department in accordance with the Sponsorship Amount Special Provision.

With the exception of the maintenance of all sponsorship signs, sponsor insignia, vending machines, televisions, Wi-Fi, ATM's, food service equipment and uniforms supplied by the Successful Proposer, all ferry maintenance and operation activities will continue to be the responsibility of the Department.

### **PROGRAM DESCRIPTION**

The Sponsorship Program offers opportunities to enhance North Carolina's ferry system by sponsoring ferry services in return for ferry vessel and terminal acknowledgements.

The Successful Proposer will compensate the Department for the opportunities provided. The Proposer may enter into agreements with private Sponsors to generate the revenue payable to the Department in exchange for acknowledgement signs erected on/within the sponsored ferry vessels and terminals. The Department shall have no legal responsibility for agreements or contracts made between a Selected Proposer and any entities contracted by them to perform work under this Sponsorship Agreement. Current Ferry Routes and demographics on the routes are reflected in Exhibit A of this document, including type of ridership, average number of vessels, average number of vehicles, number of passengers and days of operation for Fiscal Year 2013/2014.

### **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).

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

**Ferry Division** means the NCDOT Division responsible for providing safe, reliable and affordable maritime transportation to residents and visitors to eastern North Carolina.

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

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

**Proposer** is a person, firm, or entity that submits a response to the Ferry Sponsorship Request for Proposals.

**Sponsor** means a person, firm or entity which has been approved by the Department for the Sponsorship Program.

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

**Sponsorship Amount** is the dollar amount of guaranteed revenue to be paid to the Department as identified as "TOTAL AMOUNT OF GUARANTEED REVENUE FOR FOUR (4) YEARS \$" on the Successful Proposer's Revenue Proposal Sheet contained in this Sponsorship Agreement.

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

**Successful Proposer** is the Proposer selected pursuant to the selection process outlined in this Request for Proposals. The Proposer shall be responsible to arrange for sponsorship revenue for the specified ferry vessels and terminals.

#### **SUCCESSFUL PROPOSER GENERAL OBLIGATIONS**

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

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

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

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

Work performed under this contract shall be in accordance with the FHWA Order 5160.1A (Exhibit D), NCDOT Sponsorship Policy and Procedures (Exhibit E), all US Coast Guard and NC Wildlife Resources regulations and the 2012 *Standard Specifications for Roads and Structures* unless otherwise stipulated in this Request for Proposals. As this contract is at no cost to the Department, any reference to payments to the Successful Proposer by the Department in the 2012 *Standard Specifications for Roads and Structures* are not applicable to this contract.

#### **DEPARTMENT OBLIGATIONS**

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

- Verifying that the Successful Proposer is performing at acceptable levels and operating in a safe manner.
- Verifying that the Successful Proposer is entering into agreements/contracts with a Sponsor that meets the criteria established in the Proposer's sponsor screening protocol.
- Conducting periodic sign inspections.
- Coordination with the Successful Proposer in the future as the Sponsorship Program evolves.
- Installing acknowledgment signs under a cost reimbursement arrangement if so elected by the Successful Proposer.

**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.

The Department reserves the right to add, delete, or modify the route, vessels, terminals and days of operation of the Ferry Division operations conveyed in Exhibit A at any time.

The Department reserves the right to re-commission ferry vessels in case of an emergency and for ferry vessel maintenance. In addition, any ferry vessel assigned to a given route may be utilized for other routes as deemed necessary by the Department.

The Department does not make any representation or guarantee that any given portion of ferry vessels offered for sponsorship will be operational at any given time.

## **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=FerrySponsorship](https://connect.ncdot.gov/letting/Pages/Design-Build-Letting-Details.aspx?let_id=FerrySponsorship)

Each Proposer is encouraged to monitor this website for modifications to the timeline, including the due date for responses to the Final Request for Proposals. At this time, all Proposals are due no later than 4:00 p.m. local time on April 4, 2016.

### **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 February 29, 2016 at the Department's Century Center Complex located at 1020 Birch Ridge Drive, Raleigh, North Carolina in Building B (enter at Door B2). Each Proposer has an opportunity to select a one-hour time slot between 9:00 am and 4:00 pm EST for such a meeting or phone call. The Department will attempt to provide other days and times as may be required to accommodate an individual Proposer. Such request for an exception to the February 29, 2016 date may also be requested through the email address noted below. To request a time slot, please send an email to [designbuild@ncdot.gov](mailto:designbuild@ncdot.gov) no later than 5:00 pm EST on February 24, 2016.

### **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](mailto:designbuild@ncdot.gov)). Proposers shall be responsible for reviewing the RFP and any addenda issued by the Department prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, of any provision which the Proposer fails to understand. This process precludes any Proposer, or representative, from contacting representatives of the Department, other State Agencies or Federal Agencies either by phone, e-mail or in person concerning this procurement.

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

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

### **PREQUALIFICATION REQUIREMENTS**

Prequalification is not required in order to submit a response to this Request for Proposals; however, all entities or subcontractors performing physical work on the highway or other Department assets or those firms preparing traffic control plans shall be prequalified prior to performing the work in accordance with Article 102-2 of the 2012 *Standard Specifications for Roads and Structures*. In addition, all entities or subcontractors performing work at a terminal, shall be escorted by an authorized person from the Ferry Division or have their Transportation Worker Identification Credential. Instructions for obtaining the Transportation Worker Identification Credential can be found at the following website: <http://www.uscg.mil/nmc/twic>.

### **REGISTRATION TO CONDUCT BUSINESS IN NORTH CAROLINA**

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

### **SUBMITTAL OF PROPOSAL DOCUMENTS**

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

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

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

The Revenue Proposal Sheet shall be completed to include the name of the Proposer, the annual payment to be made to the Department for each year of the Sponsorship Agreement term ("Year \_\_\_\_ Guaranteed Revenue to NCDOT for Ferry Sponsorship \$") and the sum of the four annual payments ("TOTAL AMOUNT OF GUARANTEED REVENUE FOR FOUR (4) YEARS \$"). The annual payment amount for any one year shall not be less than 20% of the sum of the four annual payments.

The Revenue Proposal shall be signed by an authorized employee of the Proposer on the appropriate "Execution of Bid, Non-Collusion Affidavit, Debarment Certification, and Gift Ban

Certification” and “Revenue Proposal” sheets contained at the back of the Final Request for Proposals and executed in accordance with Articles 102-8(A)(8) and 102-9 of the 2012 *Standard Specifications for Roads and Structures*.

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

rfq\_package\_request@ncdot.gov

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

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

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

Proposal documents will be accepted until 4:00 p.m. **Local Time on April 4, 2016**, at the office of the State Contract Officer:

Mr. Randy A. Garris, 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.**

#### **EXECUTED REVENUE PROPOSAL**

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

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

The Proposer shall certify to the best of its knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the “Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification” signature sheets in this RFP. Execution of the signature



sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the "Debarment Certification", constitutes the Proposer's certification of "status" under penalty of perjury under the laws of the United States.

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

Revenue Proposal  
Submitted by (Proposer's Name)  
Ferry Sponsorship Program

### **TECHNICAL PROPOSALS**

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

Technical Proposal  
Submitted By: (Proposer's Name)  
Ferry Sponsorship Program

Eight copies of the Technical Proposal shall be submitted. The Technical Proposal shall be on 8 1/2 x 11 inch pages, printed on one side. The Technical Proposal shall not exceed 15 pages in length, including any and all voluntary exhibits. Throughout the entire Technical Proposal, no specific font size or line spacing is required. However, all aspects of the Technical Proposal, including but not limited to the narrative, tables, charts and graphics, should be clearly legible.

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

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

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

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

## **SUCCESSFUL PROPOSER DETERMINATION**

### **GENERAL**

A Technical Review Committee (TRC) composed of five or more senior personnel from pertinent groups within the Department will determine if each Technical Proposal meets or exceeds the minimum requirements on the basis of the Pass/Fail Criteria outlined in the Final Request for Proposals, and any addenda thereto.

Upon receipt of each Technical Proposal, the Department shall review each Technical Proposal for its responsiveness to the Request for Proposals. Reasons such as, but not limited to, the following may be sufficient cause for a Technical Proposal to be deemed non-responsive.

- a. Evidence of collusion among Proposers.
- b. Evidence that the Proposer's financial condition or stability is unsatisfactory to accomplish the services described in this RFP.
- c. The TRC determines that a Technical Proposal does not contain information sufficient to achieve a "Pass" evaluation for any one or more of the three Pass/Fail Criteria identified herein.

In the event that a Technical Proposal is initially deemed non-responsive, the Department reserves the right to (1) request clarifications or supplemental information from the Proposer or (2) deem the Technical Proposal non-responsive without such request. The contents of the written response to any request for clarifications or supplemental information may affect the TRC's determination of the Technical Proposal's responsiveness. A written response to a request for clarification or supplemental information shall be provided to the Department prior to the date of the opening of the Revenue Proposals. If the Department finds the Technical Proposal non-responsive, the State Contract Officer shall return, unopened, the package containing the Revenue Proposal to the Proposer.

The TRC will submit a list of Proposers who have provided a responsive Technical Proposal to the State Contract Officer.

### **TECHNICAL PROPOSAL PASS/FAIL CRITERIA**

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

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

#### **1. Proposer Qualification / Program Experience**

- Identify the legal structure of the Proposer and / or consortium of firms.
- Describe the Proposer's experience in similar sponsorship programs, in specific regard to ferry vessels and ferry terminals, and generally in regard to any other transportation related sponsorship programs.

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

## **2. Program Understanding**

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

## **3. Marketing Initiatives**

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

### **DETERMINATION OF SUCCESSFUL PROPOSER**

At the time and date specified on the website provided elsewhere in the Final Request for Proposals, the State Contract Officer will open the Revenue Proposals from those Proposers that provided a responsive Technical Proposal.

The Proposer with the highest revenue amount shown as the "TOTAL AMOUNT OF GUARANTEED REVENUE FOR FOUR (4) YEARS \$" on the Revenue Proposal Sheet will be recommended for award of a contract subject to the Department reservations outlined herein.

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

**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 Revenue Proposal without discrimination on the ground of race, color, or national origin.

**CONTRACT BONDS/IRREVOCABLE LETTERS OF CREDIT**

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

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

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

Article 103-7 of the 2012 *Standard Specifications for Roads and Structures* is therefore replaced in its entirety with the following:

The Successful Proposer, within 14 calendar days after the notice of award is received by the Successful Proposer, shall provide the Department with (1) a performance bond or an irrevocable letter of credit in an amount equal to **Twenty-Five** Thousand Dollars (\$25,000.00) and (2) if the Successful Proposer chooses to brand the vessels, a payment bond or an irrevocable letter of credit in an amount mutually agreed upon by the Department and the Successful Proposer.

The performance and payment bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State.

## **SPECIAL PROVISIONS**

### **CONTRACT PERIOD**

The Date of Availability of this Sponsorship Agreement is July 1, 2016. The term of the Sponsorship Agreement will be four (4) years from the Date of Availability. The Department retains the option to extend this Sponsorship Agreement once or twice with each extension two years in duration if mutually agreeable with the Successful Proposer.

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

### **FERRY SPONSORSHIP PROGRAM MANAGER**

The Ferry Division Business Officer will serve as the Ferry Sponsorship Program Manager and be the main point of contact for the Proposer. The Ferry Sponsorship Program Manager will be responsible for overall administration of the Ferry Sponsorship Program, including signs, ferry branding, uniforms, and review of other promotional materials proposed by the Proposer. The Ferry Program Manager will be responsible for continuous oversight and review of this program, and take appropriate action to address issues which arise during the Sponsorship Program lifespan.

### **SPONSORSHIP AMOUNT**

The Successful Proposer shall make an annual payment no later than December 31st of each year of the term. The guaranteed annual payments shall be in the amounts specified on the Revenue Proposal Sheet.

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

Year 5 Revenue	120%
Year 6 Revenue	120%
Year 7 Revenue	130%
Year 8 Revenue	130%

**SOLICITATION OF SPONSORS**

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

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

The Successful Proposer can elect to have a system wide sponsor or have up to 3 concurrent Sponsors. Branding components such as vessel markings shall be consistent for each Sponsor. No more than one Sponsor may be represented on a given vessel or terminal.

**FERRY VESSELS AND TERMINALS AVAILABLE**

Current ferry vessels, terminals, routes and demographics on the routes are reflected in Exhibit A of this document, including type of ridership, average number of vessels, average number of vehicles, number of passengers and days of operation. The Department reserves the right to add, delete, or modify the route, vessels and days of operation of the Ferry Division operations conveyed in Exhibit A at any time. For an electronic overview of Ferry vessels, terminals and routes, please refer to the materials provided on the project website and at the Ferry Division website (<http://www.ncdot.gov/ferry/>).

**ADDITIONAL SPONSORSHIP OPPORTUNITIES**

The Department is also open to additional sponsorship opportunities raised by the Proposers for increasing revenue. Proposers are advised to consider this opportunity when raising questions or comments on the Request for Proposals prior to the submission of Technical and Revenue Proposals. All additional sponsorship opportunities shall be preapproved by the Department. Additional sponsorship opportunities may include, but not be limited to:

- Promotion of the Ferry Division and its Sponsorship Program through conventional media channels such as radio, social networking websites, billboard ads (not in Department right of way), etc. provided there is no expense to the Department and the promotion highlights the services provided by the Ferry Division.
- Creation of a program brand that states "NCDOT (Sponsor Name) Ferry System".
- Implementation of a third-party hosted website, with content approved by the Department, where Ferry passengers can learn more about the Ferry Division and complete a Ferry Division feedback survey.

- Acknowledgment of the sponsorship contract award on the Department's website via a press release and an update announcing the sponsorship on the Ferry Division webpage (<http://www.ncdot.gov/ferry/>).

### **RIGHT-OF-WAY CONCERNS**

If the Successful Proposer elects to erect signs, effect traffic control, etc. in the NCDOT right of way, the Successful Proposer shall notify local law enforcement if any illegal materials are discovered at a site designated for sign installation and leave those materials where found. The Successful Proposer shall call 877-368-4966 immediately if hazardous materials or dead animals are discovered at a sign location on a highway route or the Terminal Operations Manager at the ferry terminals. The Successful Proposer's personnel should not touch or attempt to remove materials, which may be toxic or otherwise hazardous. Items to avoid include powders, chemicals, smelly substances, suspicious packages, chemical drums or containers, weapons, medical waste, syringes, hypodermic needles or dead animals.

### **SUCCESSFUL PROPOSER– SPONSOR RELATIONSHIP**

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

### **VESSEL BRANDING**

The Successful Proposer shall work with the Department to develop schemes for branding the various ferry vessels that are dedicated to the Ferry Sponsorship Program. The twenty one (21) vessels referenced in Exhibit B are all available to be branded, if elected.

The following restrictions apply to the branding of vessels:

- All vessel graphics and orientation will require the Department's final approval prior to installation.
- Existing vessel names and signage may be moved or altered but shall be replaced consistently across all vessels of the same vessel class. Signs required by the United States Coast Guard or the North Carolina Wildlife Resources Commission may not be moved, altered or replaced.
- University Logo's and associated University color striping to remain in place unless otherwise approved by the Department.
- The Successful Proposer may include a decal or insignia that denotes "NCDOT (Sponsor Name) Ferry" on the vessel in addition to the existing vessel logos.

- No more than 20% of the vessels surface area shall be available for sponsor trademarks, including logos, and sponsor brand messaging unless consent is given by the Department to allow for more than 20%.

All costs associated with vessel branding, including but not limited to, new markings and relocation of existing markings, shall be borne by the Successful Proposer. Vessel branding shall not interrupt ferry services. Vessels shall not be removed from active service, unless approved by the Department, to be branded. Reference is made to “Restrictions on Work” in these Special Provisions.

### **SPONSORSHIP SIGNS**

#### **Sponsor Program Acknowledgment Signs along Highway Routes**

Within one mile of the ferry terminals, the Proposer may elect to install program acknowledgement signs in locations where existing Ferry System signs do not currently exist and replace existing general service Ferry System signs. Exhibit C contains a list of existing signs within one mile and beyond. Any acknowledgment signs or plaques shall meet the requirements set forth in the FHWA Order 5160.1A (Exhibit D) and the MUTCD. The sign design shall be submitted to the Department for review and approval in regards to compliance with the MUTCD, foundation, break-away steel post configuration, mounting height, etc.

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

#### **Sponsor Program Acknowledgment Signs at Terminals and on Vessels**

The Proposer may elect to install acknowledgement signs in passenger lounge areas on the vessels, on the interior of terminal waiting areas, exterior of the terminals and in the terminal parking lots. Any acknowledgment signs or plaques shall meet the requirements set forth in the FHWA Order 5160.1A (Exhibit D). The sign design shall be submitted to the Department for review and approval in regards to compliance with the FHWA Order.

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



**General Signing Requirements**

The design of all Sponsor Program Acknowledgement signs, general service Ferry Division signs, and sponsor acknowledgement panels shall be submitted to the Ferry Sponsorship Program Manager for approval prior to any of the sign components being fabricated. The general service sign components shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) and shall not contain graphics that resemble traffic control devices or that have the potential to mislead or misinform the traveling public. Website addresses and phone numbers will not be allowed.

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

General service signs shall be mounted in accordance with the Department's typical ground mounted standards and placed outside the clear recovery zone and so as to not obstruct the display of any other Department sign.

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

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

Should the Successful Proposer elect to install signs, both quality of the work and safety of the traveling public shall be paramount. The decision of the Department shall be final regarding any questions regarding location and design of signs, and similar questions.

**FERRY PERSONNEL UNIFORMS**

The Successful Proposer may elect to provide uniform patches for the hats, shirts, sweatshirts, raingear and jackets for existing uniforms for each ferry crew member. The Successful Proposer is responsible to work with the Department to develop design and color schemes to incorporate the Sponsor's theme and logo for the patches to be placed on the uniforms.

**PROMOTIONAL MATERIALS**

The Successful Proposer shall have the right to develop other promotional materials to be distributed by the ferry crew to patrons of its services. All such materials shall be submitted by the Successful Proposer for the Department's written prior approval before such distribution. Such distribution of promotional materials shall not detract from the ferry crews' primary scope of work. The Department will ensure that all approved materials provided by the Successful Proposer will be distributed by ferry crew members in accordance with the Successful Proposer's reasonable instructions. The promotional materials shall be paid for by the Successful Proposer directly at no cost to the Department.

**SAFETY**

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

If the Successful Proposer elects to install the general service signs, they shall maintain traffic during sign construction and provide, install, and maintain all traffic control devices in accordance with the Traffic Control Plans, the Project Special Provisions, North Carolina Department of Transportation's 2012 *Standard Specifications for Roads and Structures*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD). The Successful Proposer shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Successful Proposer is required to leave the project in a manner that will be safe to the traveling public and which will not impede travelers.

The Successful Proposer and all subcontractors shall comply with all applicable federal, state, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, 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 provided in Subarticle 108-7 of the Standard Specifications.

Vehicles and equipment shall not be parked within the Department of Transportation right of way overnight or at other times when work has been suspended unless approved by the Ferry

Sponsorship Program Manager, and in no case within 30 feet of the edge of pavement. The Ferry Sponsorship Program Manager may designate specific locations for parking equipment.

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

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

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

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

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

### **RESTRICTIONS ON WORK**

In addition to complying with all Federal and North Carolina laws, if the Successful Proposer elects to work within the Highway Right of Way, the Proposer and subcontractors shall not work during those days/hours detailed herein unless otherwise permitted under an applicable

Supplemental Agreement. Exceptions to this rule may be granted by the Ferry Sponsorship Program Manager acting in his or her sole discretion. The Successful Proposer shall immediately follow all field instructions given by North Carolina law enforcement officers and Ferry Sponsorship Program Manager. The Successful Proposer's field supervisor shall inspect all work performed by the Successful Proposer to ensure compliance with all applicable standards and guidelines.

The Successful Proposer and subcontractors shall not perform work on the vessels or terminals during the weekdays from 6:00 a.m. until 9:30 a.m. and 3:30 p.m. until 7:00 p.m. unless otherwise allowed by the Department.

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

The state and federal statutes and regulations cited below 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.

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

### **ETHICS POLICY**

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

### **APPROVAL OF PERSONNEL**

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

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

In the event of engagement, the Successful Proposer or its subcontractors shall restrict such person or persons from working on any of the Successful Proposer's contracted projects in which the person or persons were "formerly involved" while employed by the State. The restriction

period shall be for the duration of the contracted project with which the person was involved. *Former Involvement* shall be defined as active participation in any of the following activities:

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

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

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

### **PERFORMANCE OF THE WORK**

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

### **TERMINATION OF CONTRACT**

The provisions of Articles 108-9(A), (B), (C), (E), (F), and (G) of the 2012 *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 2012 *Standard Specifications for Roads and Structures* regarding termination of contract are by reference incorporated and made a part of this contract.

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

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

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

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

1. The Successful Proposer fails to accept an extension of the Sponsorship Agreement after fulfilling its term obligation, which will cause a cessation of the operating agreement.
2. The Ferry Sponsorship Program is discontinued by the Department; or

3. A Successful Proposer fails to comply with a term or condition of the Sponsorship Agreement for the following reasons:
- a. failure to begin work as specified
  - b. failure to perform the work with sufficient forces to safely ensure completion
  - c. continued unsatisfactory and/or marginal work performance
  - d. failure to resume work that had been discontinued, within a reasonable time after notice to do so
  - e. insolvency or bankruptcy of either party
  - f. assignment made for the benefit of creditors
  - g. failure to protect, to repair, or to make good any damage or injury to NCDOT property
  - h. failure to maintain required insurance coverage, or to maintain lawful registration to do business in the State of North Carolina
  - i. breach of any provision of this contract
  - j. failure to make prompt payment to any subcontractors.

**LIABILITY INSURANCE**

(3-19-14)

DB1 G160

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

**Page 1-60, Article 107-15, LIABILITY INSURANCE, line 16,** add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

**GIFTS FROM VENDORS AND CONTRACTORS**

(12-15-09)

DB1 G152

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.

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE**

07-31-12)

DB1 G185

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

**MINIMUM WAGES**

(07-21-09)

Z-5

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

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

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

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

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

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

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

**ACCESS TO PERSONS AND RECORDS**

The State Auditor and the Department's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).



## Exhibit A

## Current Ferry Information

Route	Type of Ridership	FY 13/14 Average Number of Vessels	FY13/14 Average Number of Vehicles	FY 13/14 Number of Passengers	Days of Operation
Southport – Fort Fisher	Growing Tourist	2	187,006	494,441	365
Cherry Branch- Minnesott	Heavy commuters	3	212,417	378,943	365
Bayview- Aurora	Heavy commuters	1	64,642	86,326	365
Cedar Island - Ocracoke	Tourist/Residents	3	54,101	127,274	365
Swan Quarter – Ocracoke	Tourist/Resident	3	31,632	69,751	365
Hatteras Inlet*	Heavy Tourist	9	272,099	707,701	365
Currituck- Knotts Island	Commuters, school students	1	20,789	60,531	365

**\*Property leased from the National Park Service**



Figure 1: Current and Future Ferry Routes

## **Exhibit B**

### Hatteras Class Ferries



Total Hatteras Class Ferries - 9

### River Class Ferries



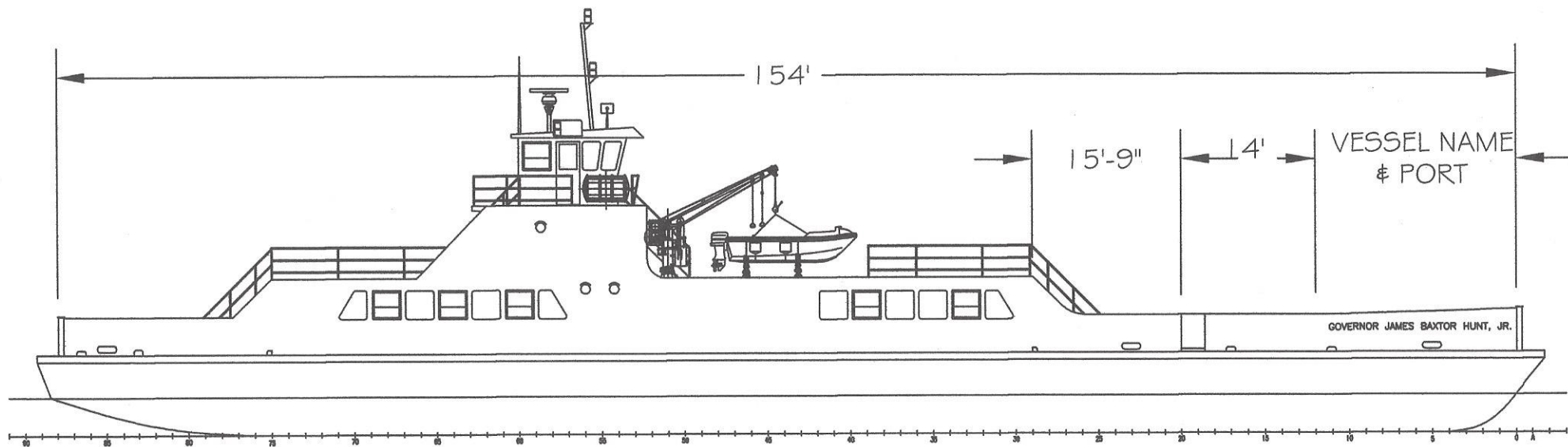
Total River Class Ferries - 7



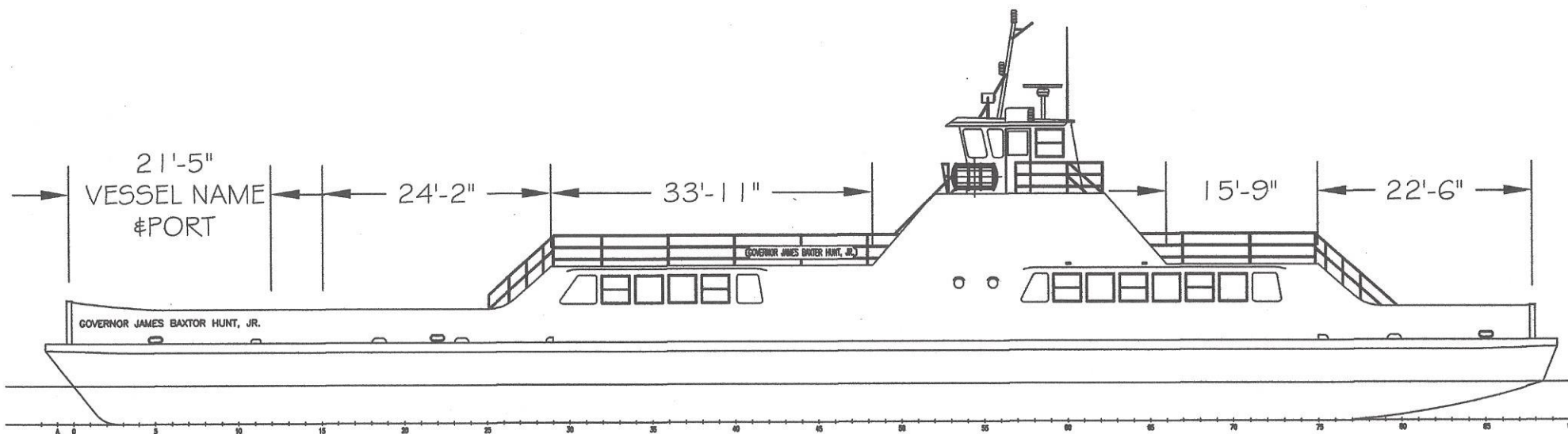
## Sound Class Ferries



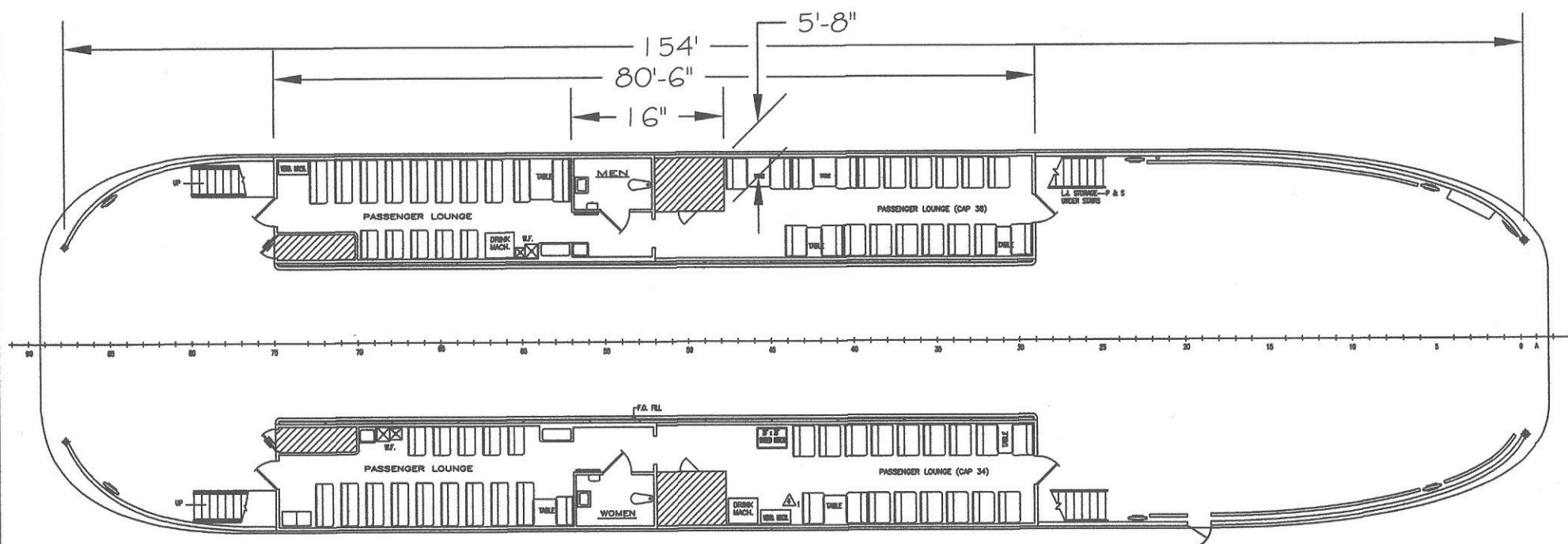
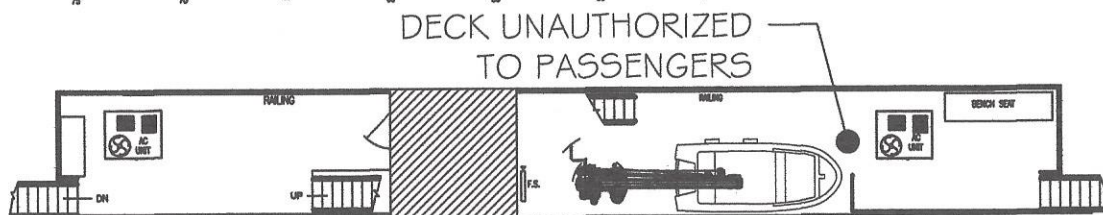
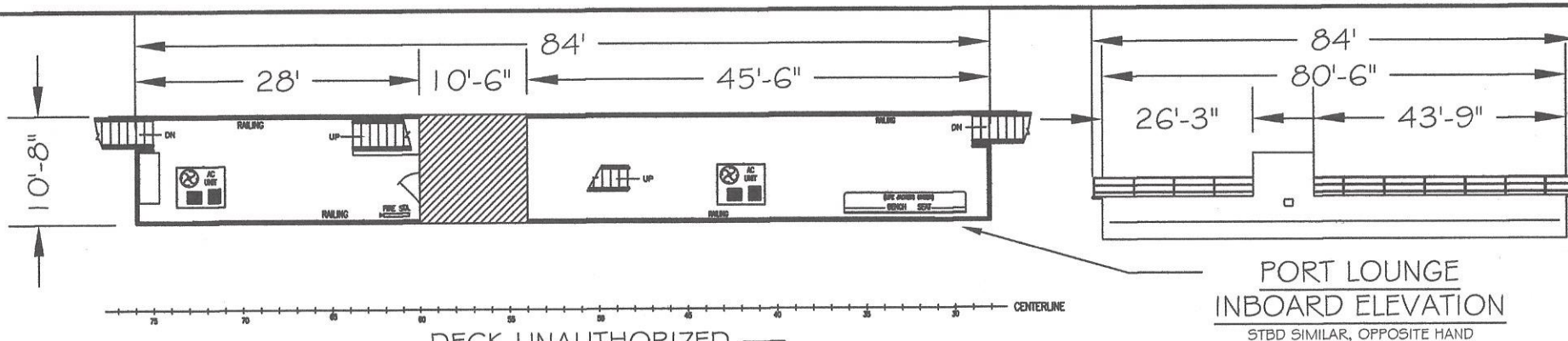
Total Sound Class Ferries - 5



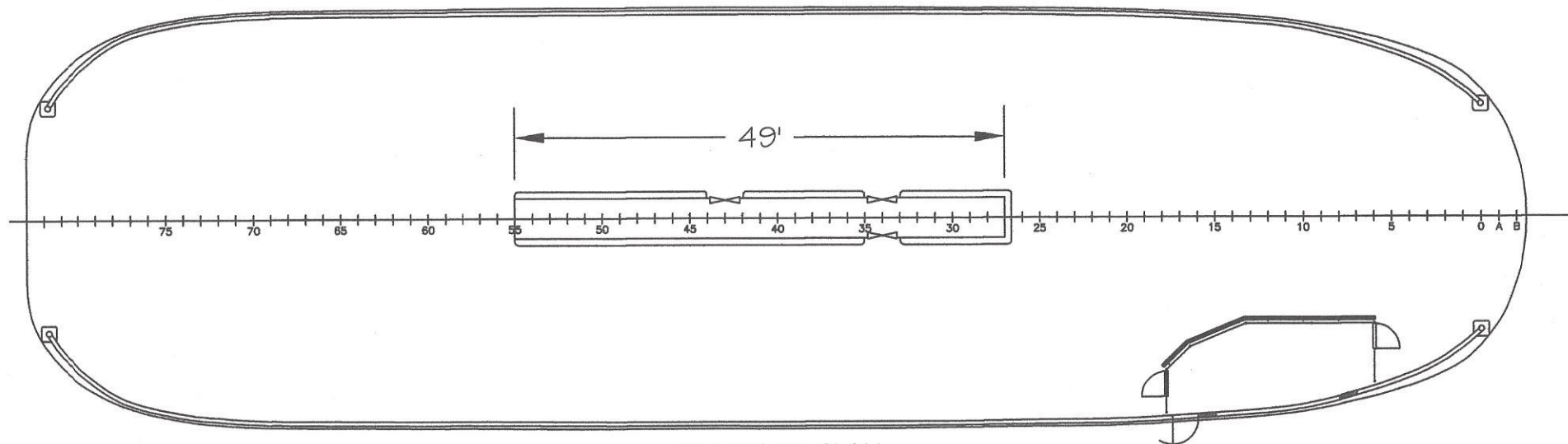
STBD OUTBOARD PROFILE



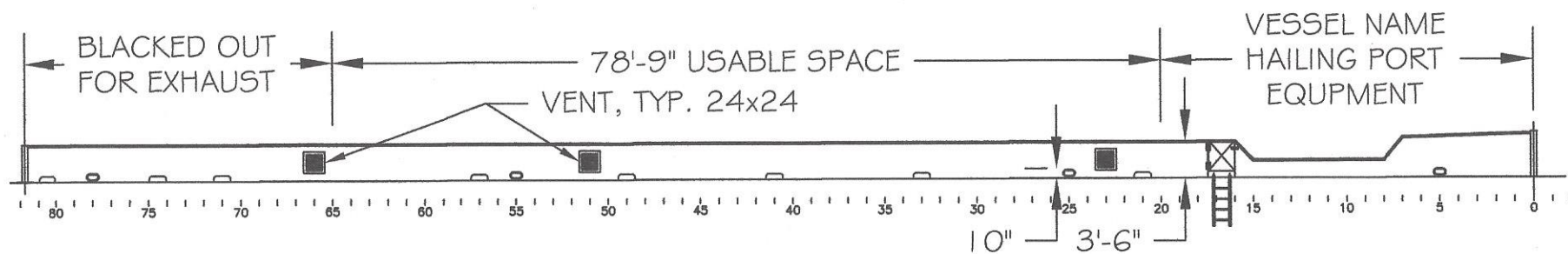
PORT OUTBOARD PROFILE



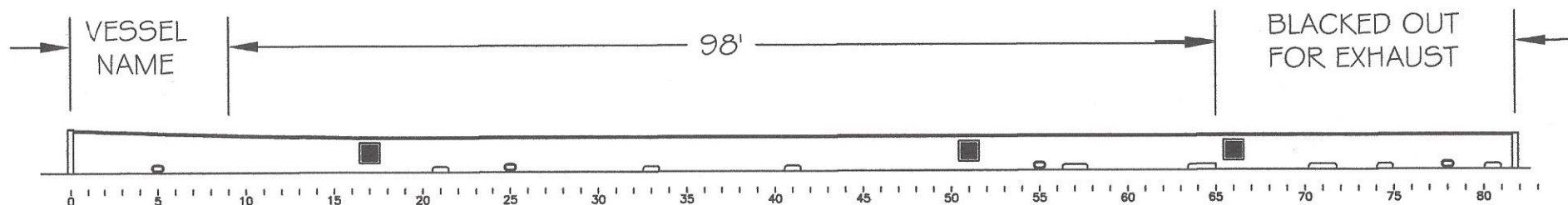




BULWARK PLAN

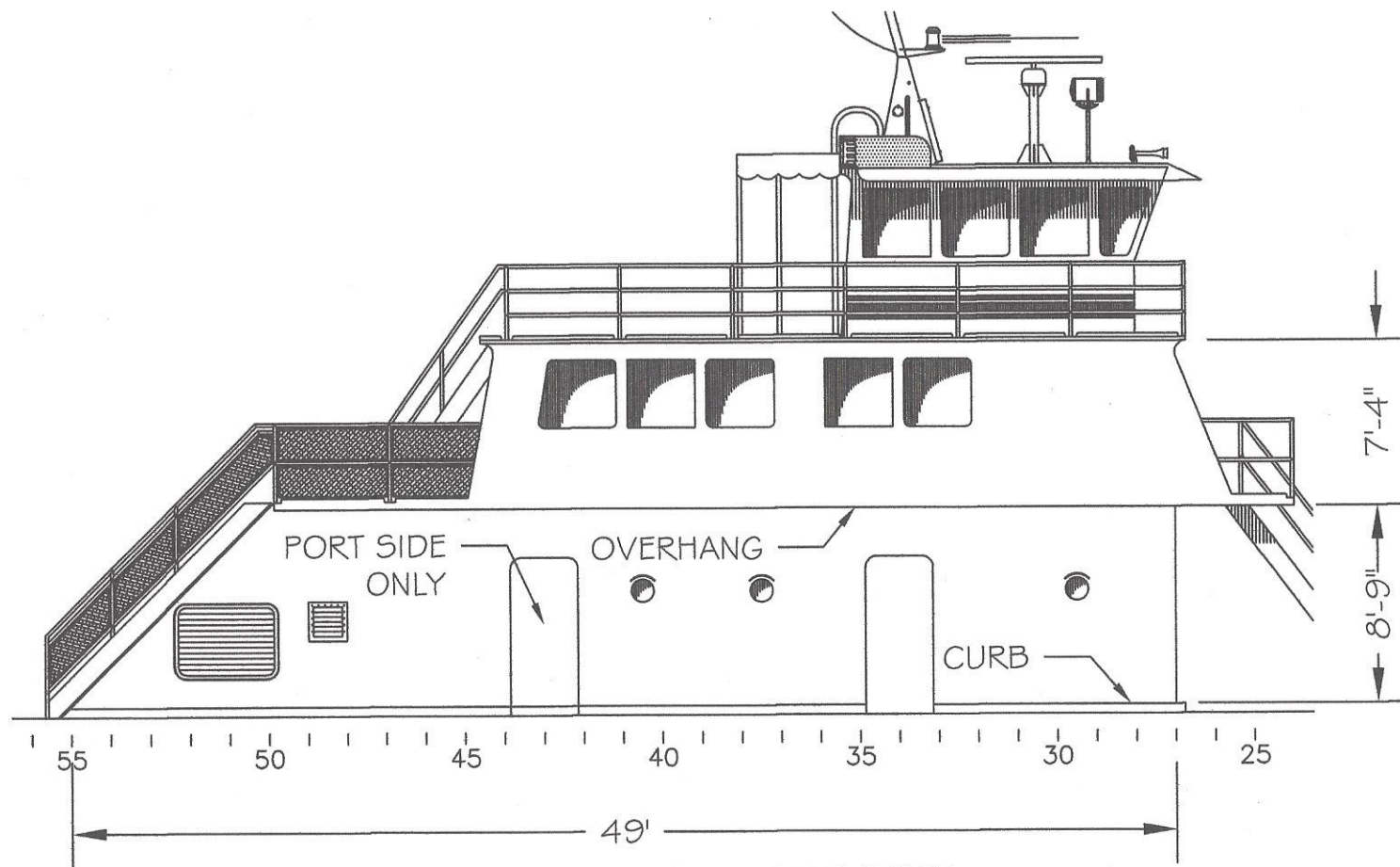


STBD SIDE BULWARKS

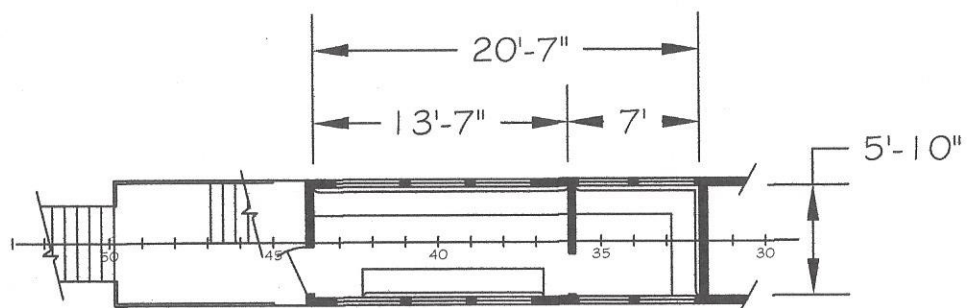


PORT SIDE BULWARKS

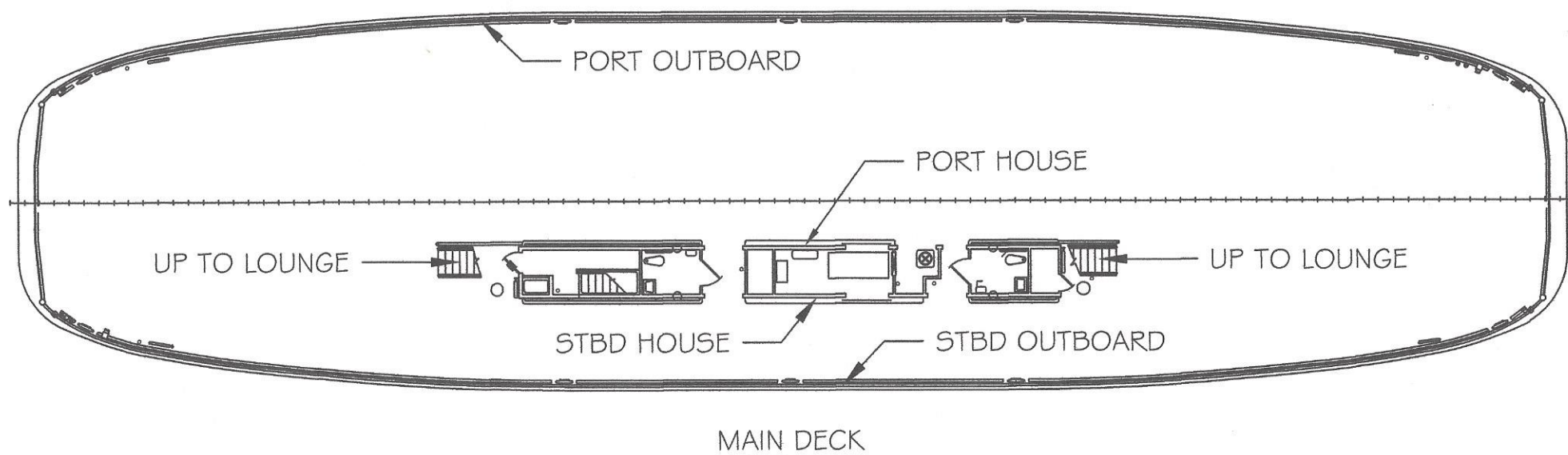
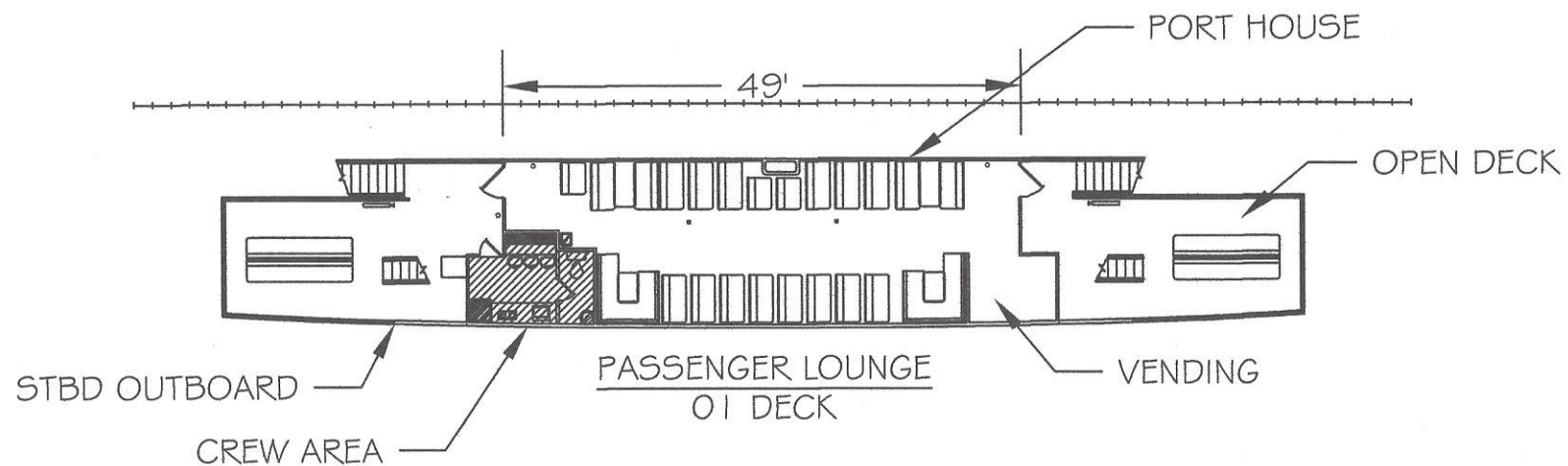
HATTERAS CLASS  
NOT TO SCALE



SUPERSTRUCTURE ELEVATION  
STBD SIDE SHOWN, PORT SIMILAR  
 SCALE:  $\frac{1}{8}" = 1'-0"$



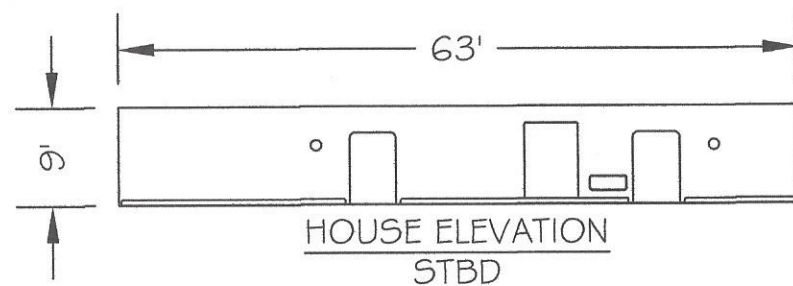
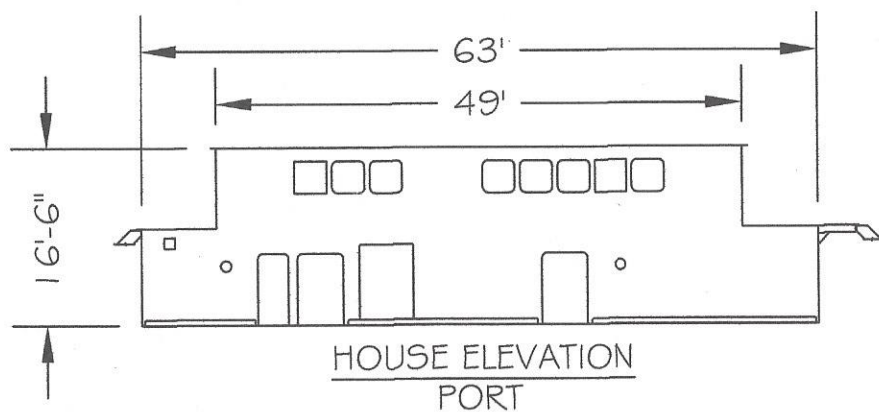
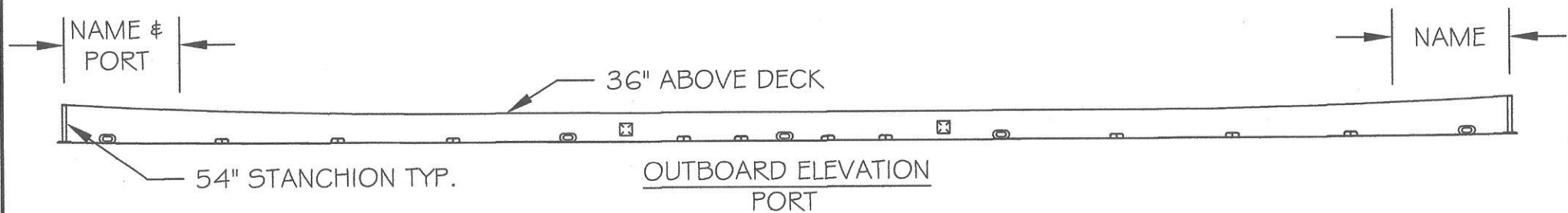
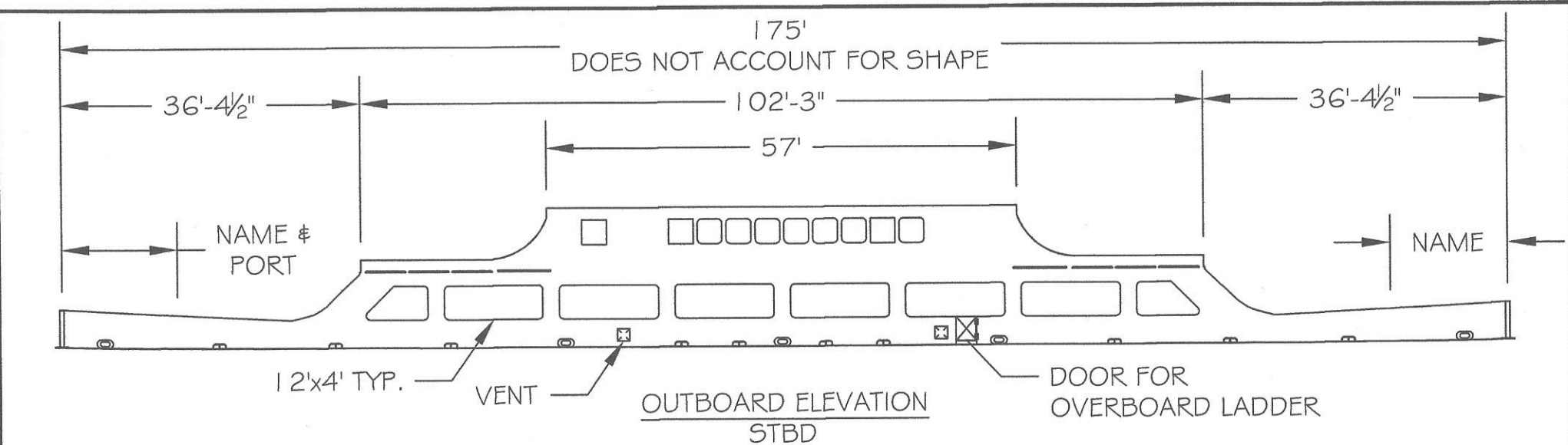
PASSENGER LOUNGE  
 NOT TO SCALE

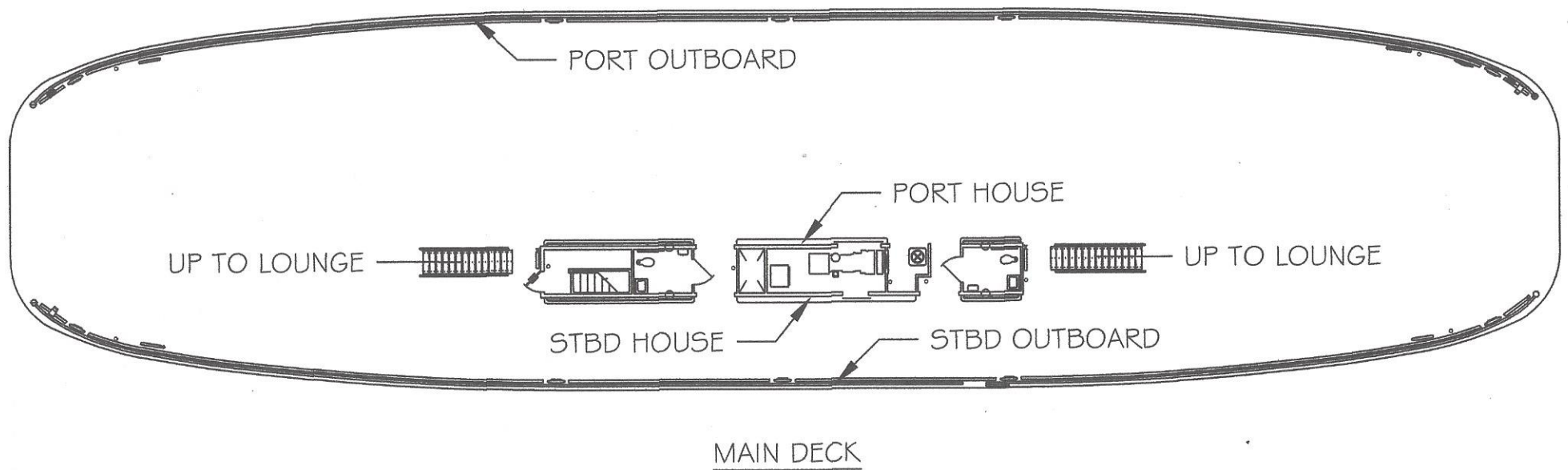
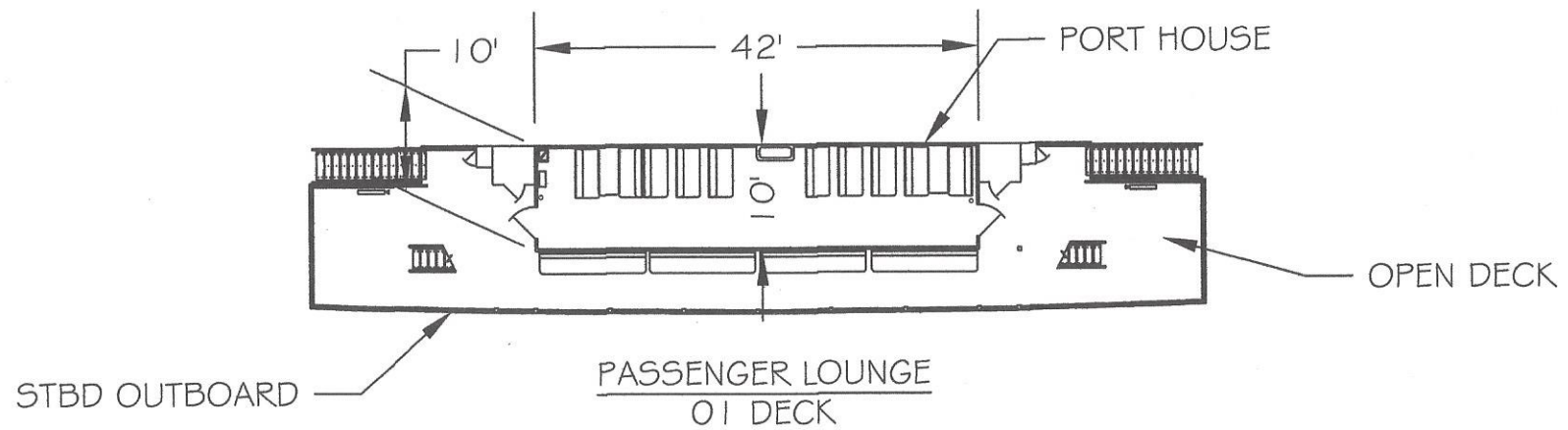


VESSELS APPLICABLE TO:  
GOVERNOR DANIEL RUSSELL  
SOUTHPORT  
NEUSE  
FLOYD J LUPTON  
FORT FISHER

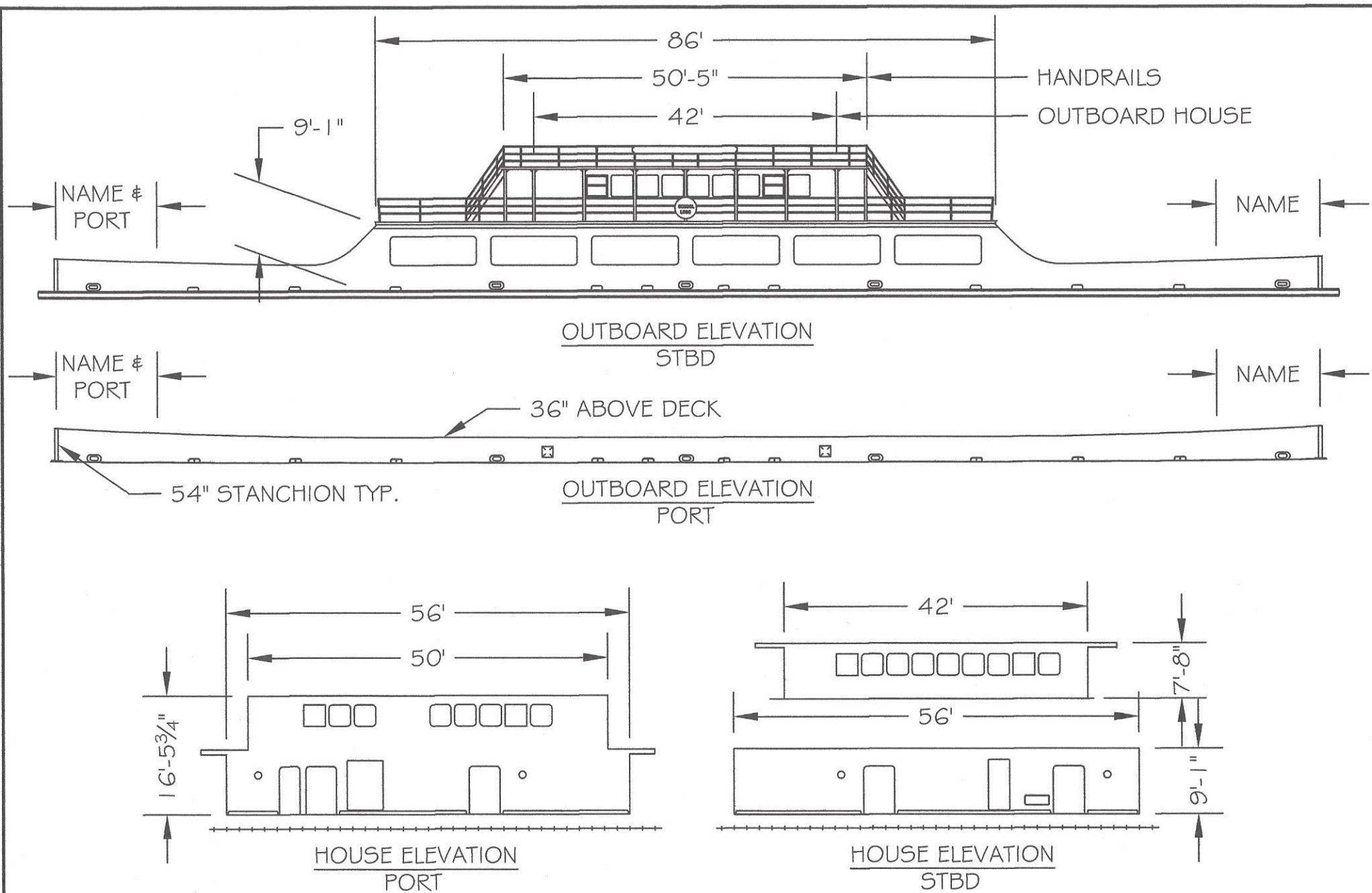
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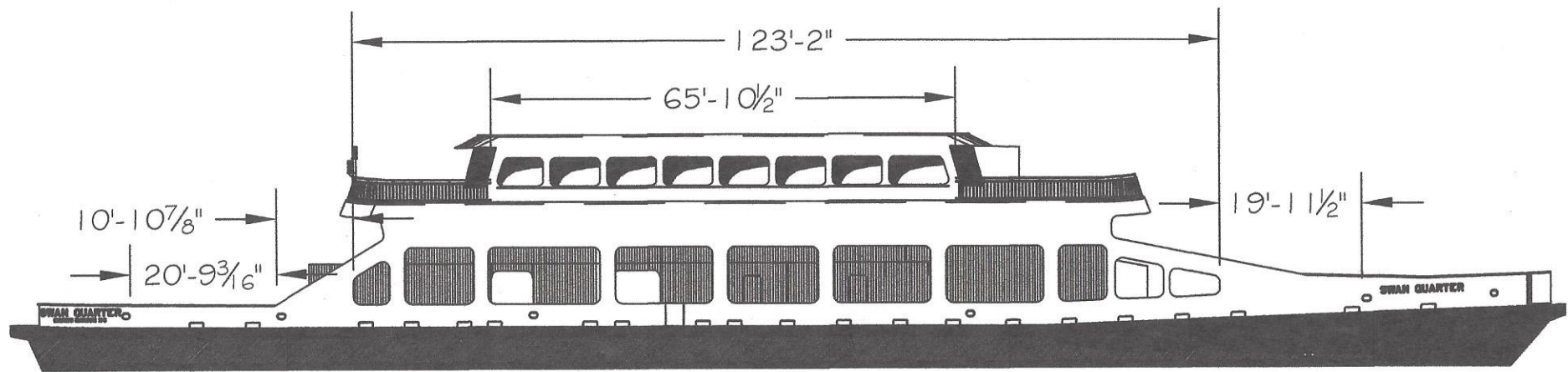




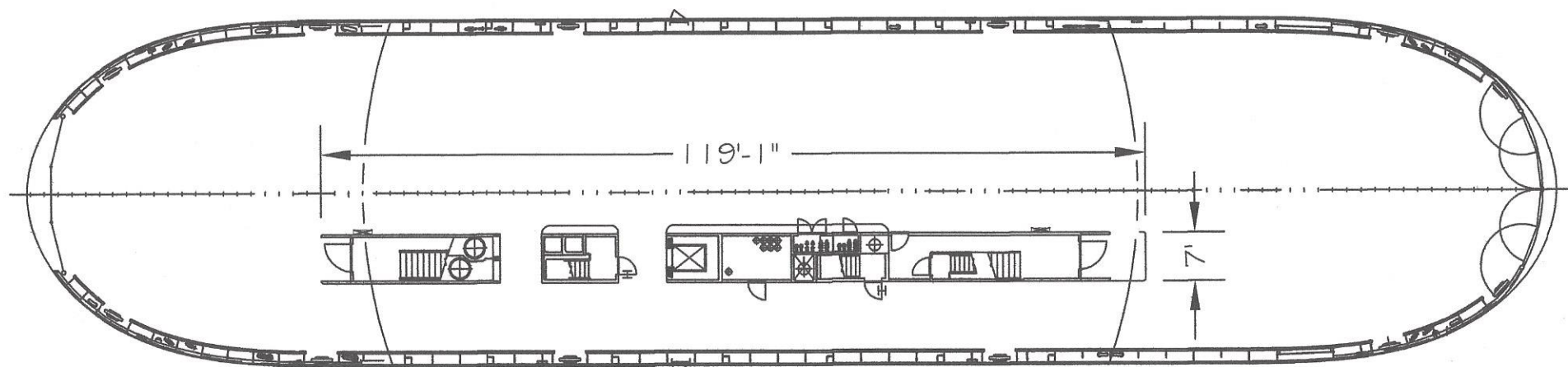
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HATTERAS



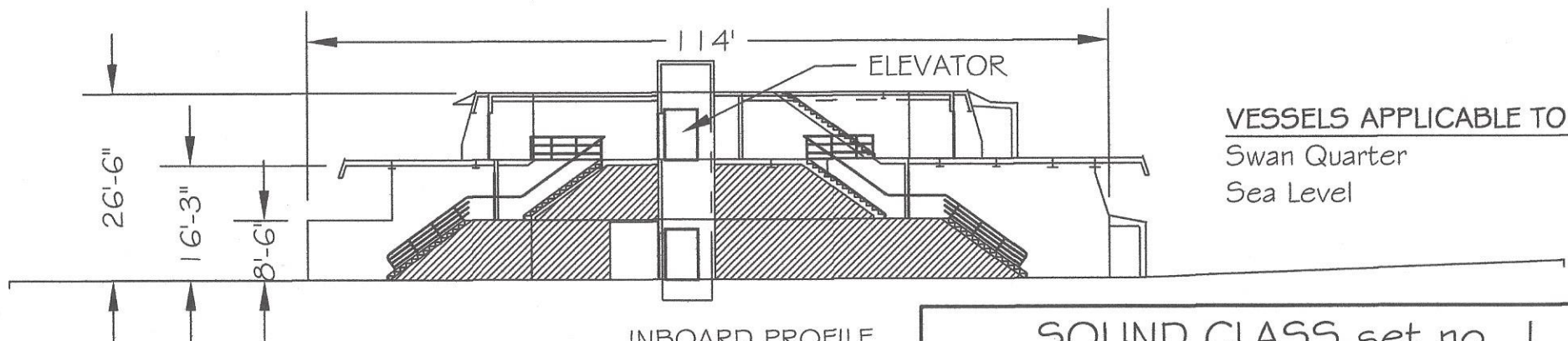




OUTBOARD PROFILE  
STBD SIDE SHOWN, PORT SIM



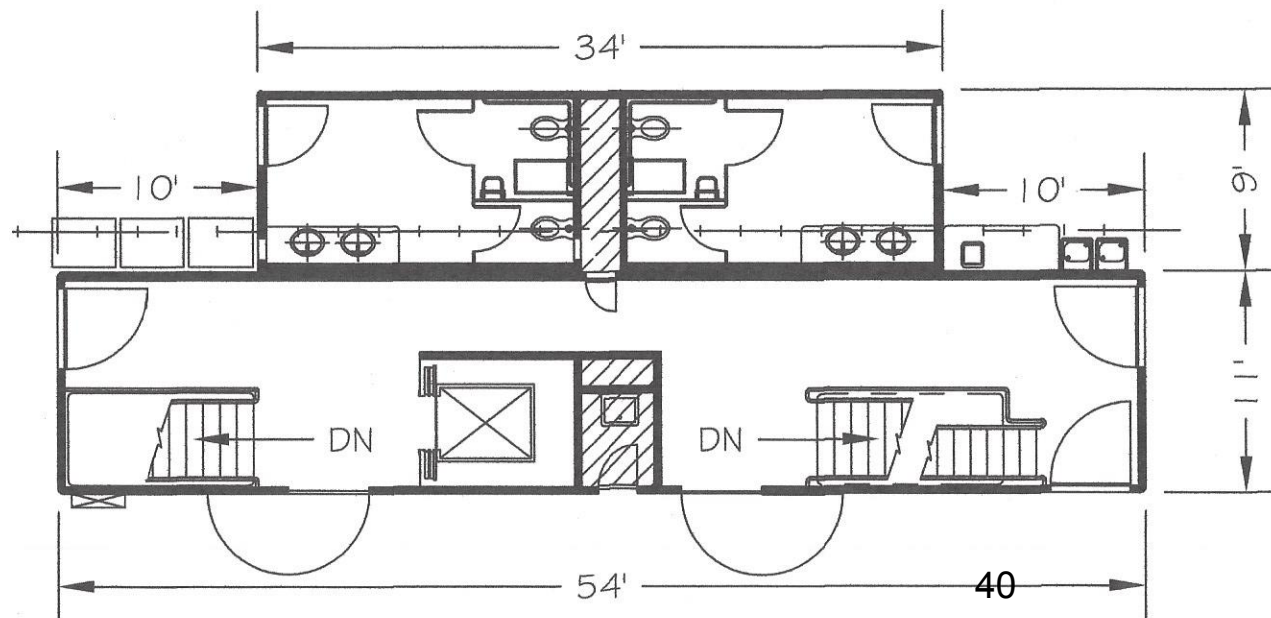
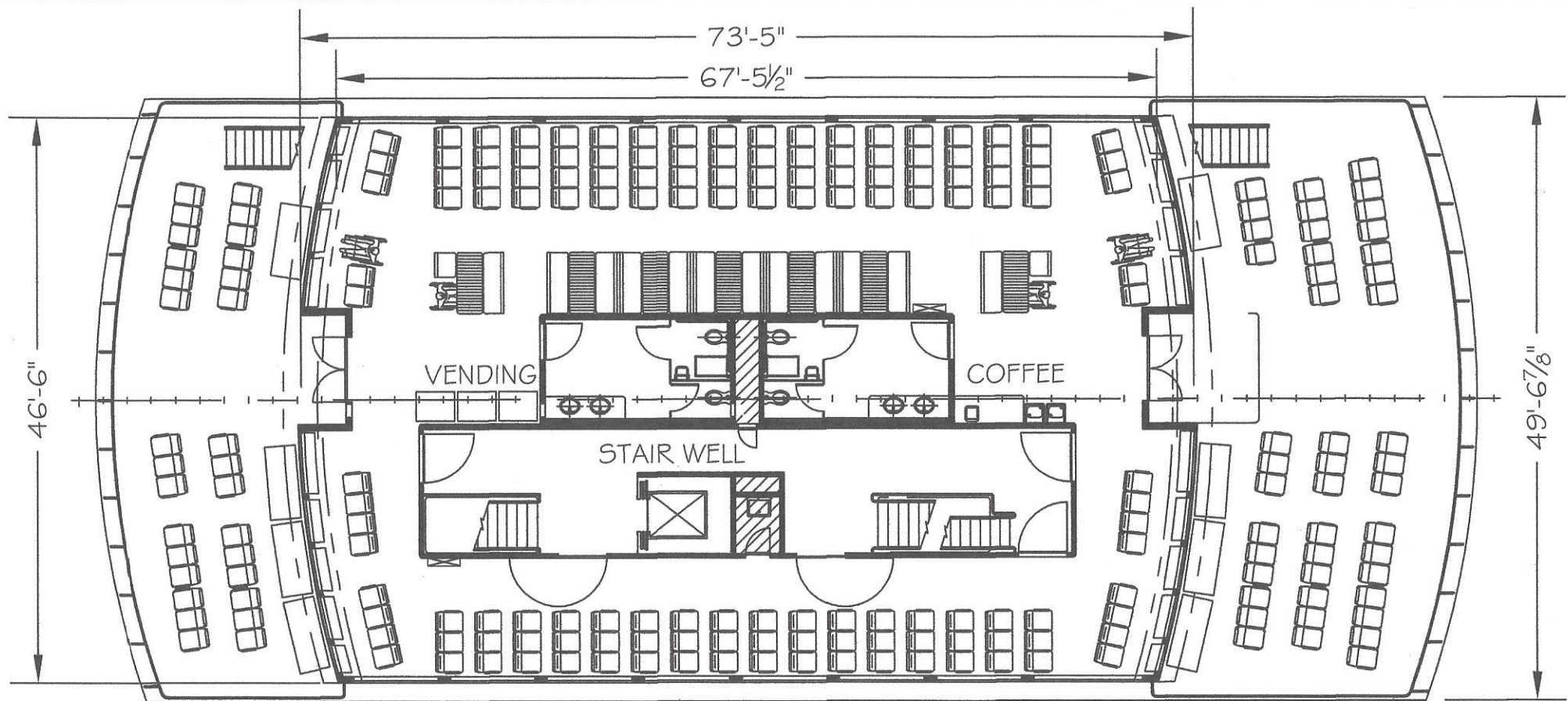
MAIN DECK ARRANGEMENT



INBOARD PROFILE  
STAIR WEL 39

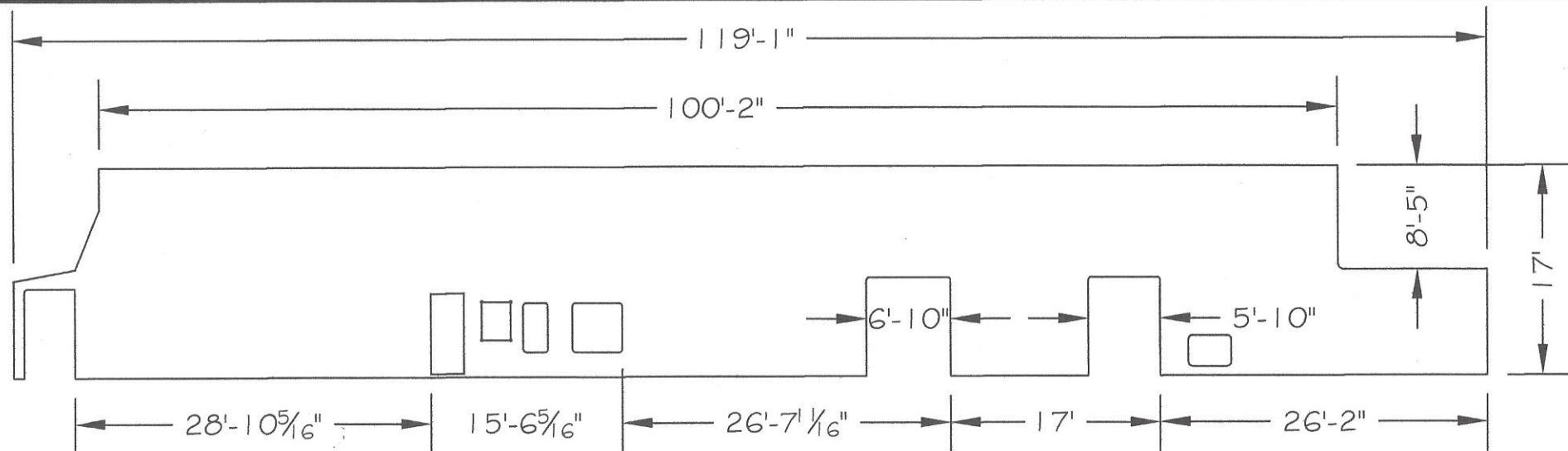
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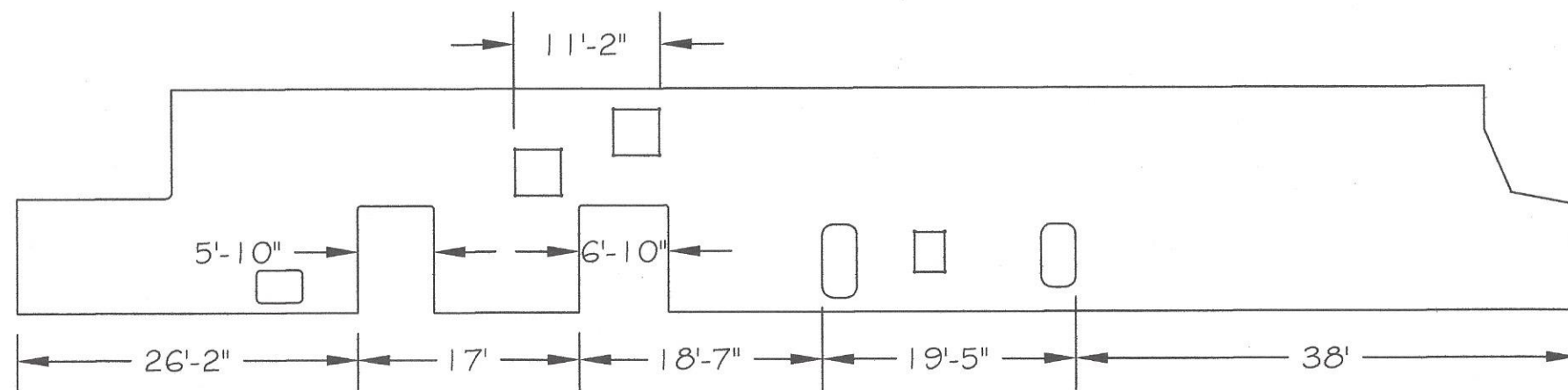
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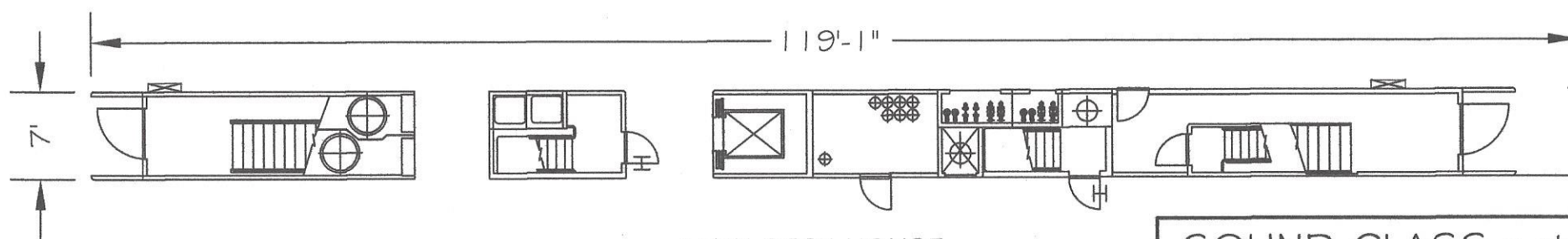
MAIN DECK HOUSE

PORT SIDE ELEVATION



MAIN DECK HOUSE

STBD SIDE ELEVATION

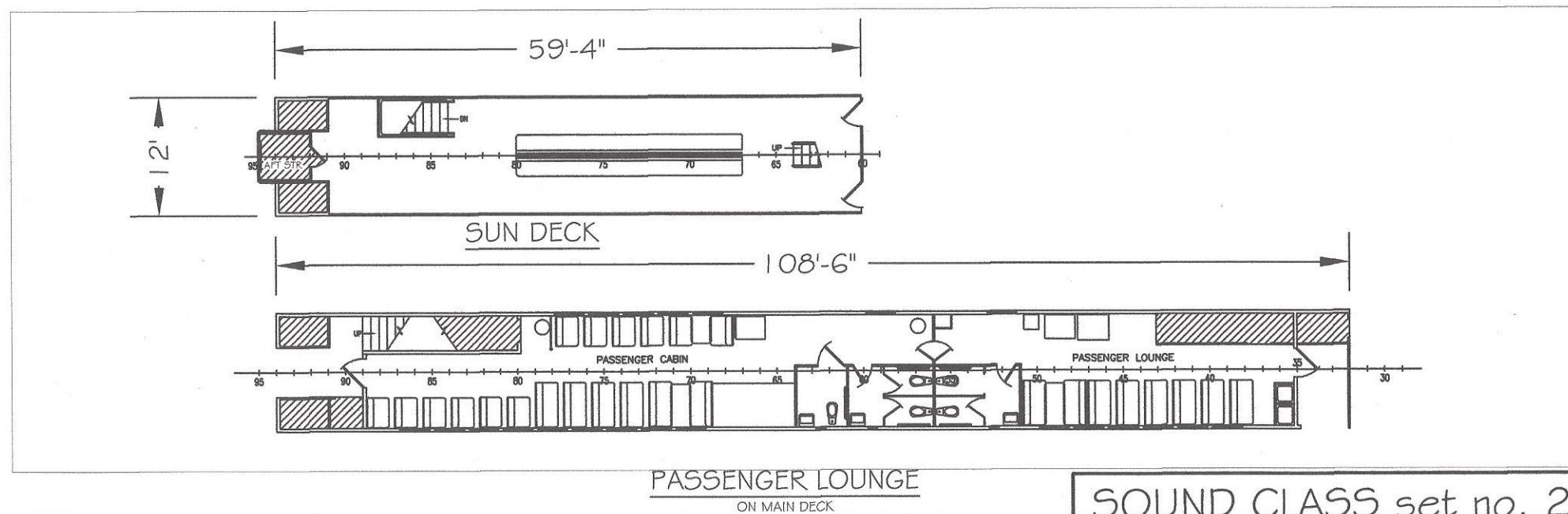
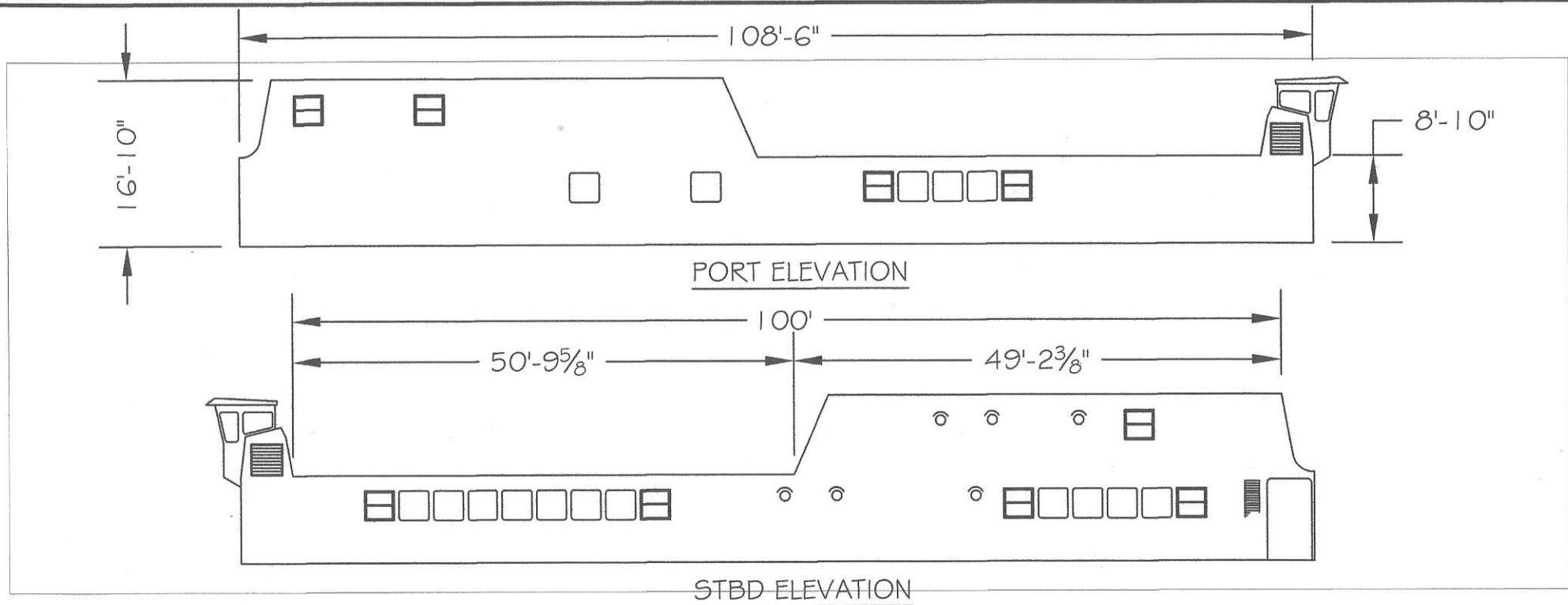


MAIN DECK HOUSE

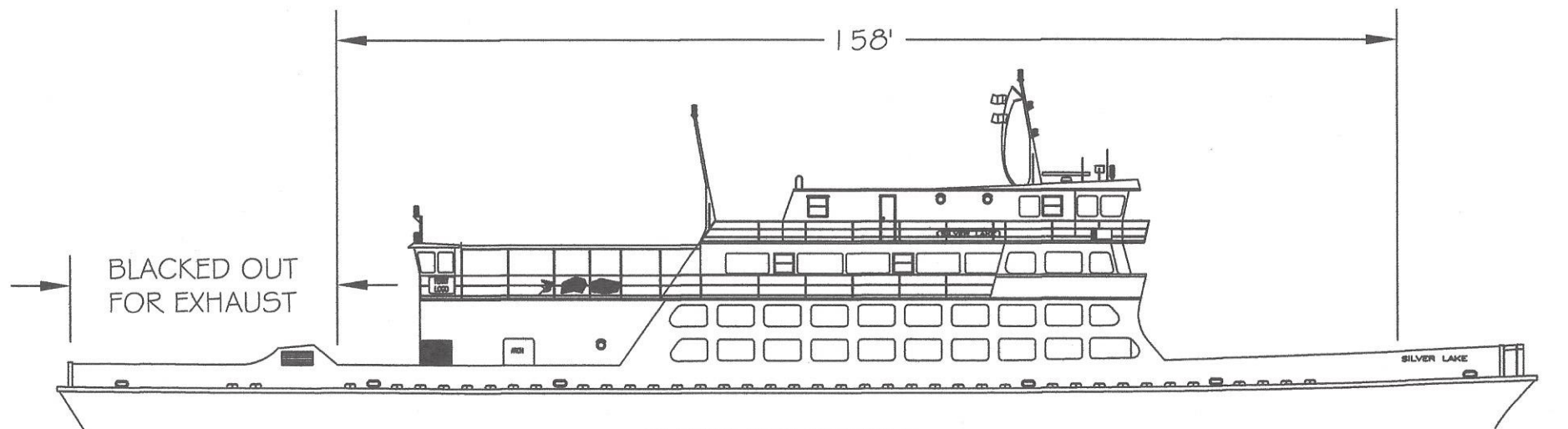
ARRANGEMENT

SOUND CLASS set no. 1  
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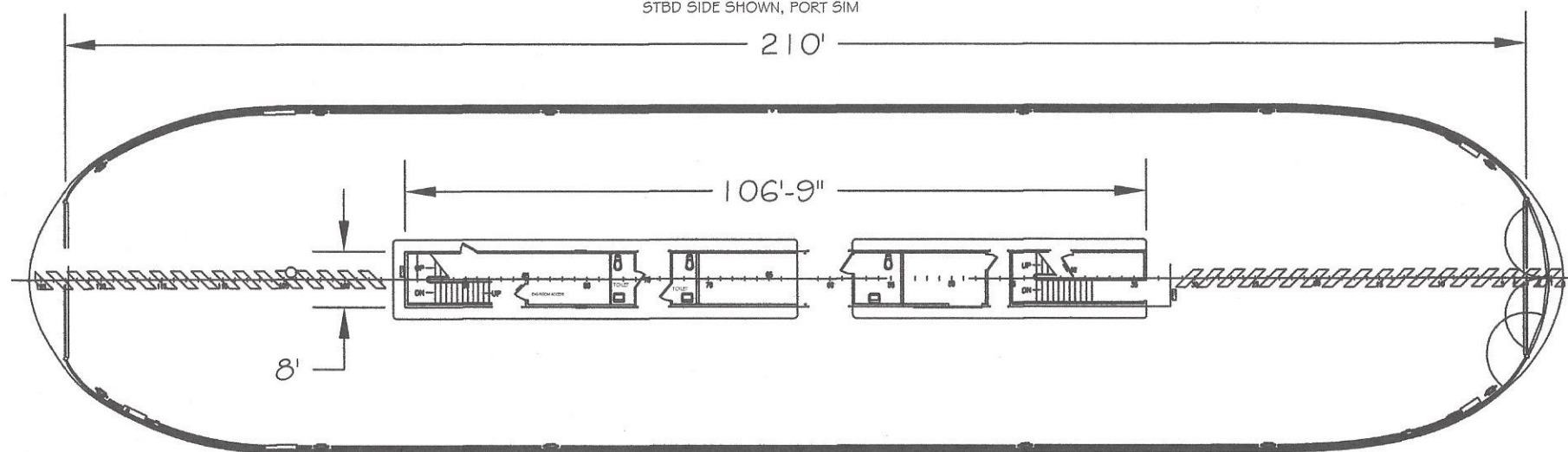






### OUTBOARD PROFILE

STBD SIDE SHOWN, PORT SIM



### MAIN DECK ARRANGEMENT

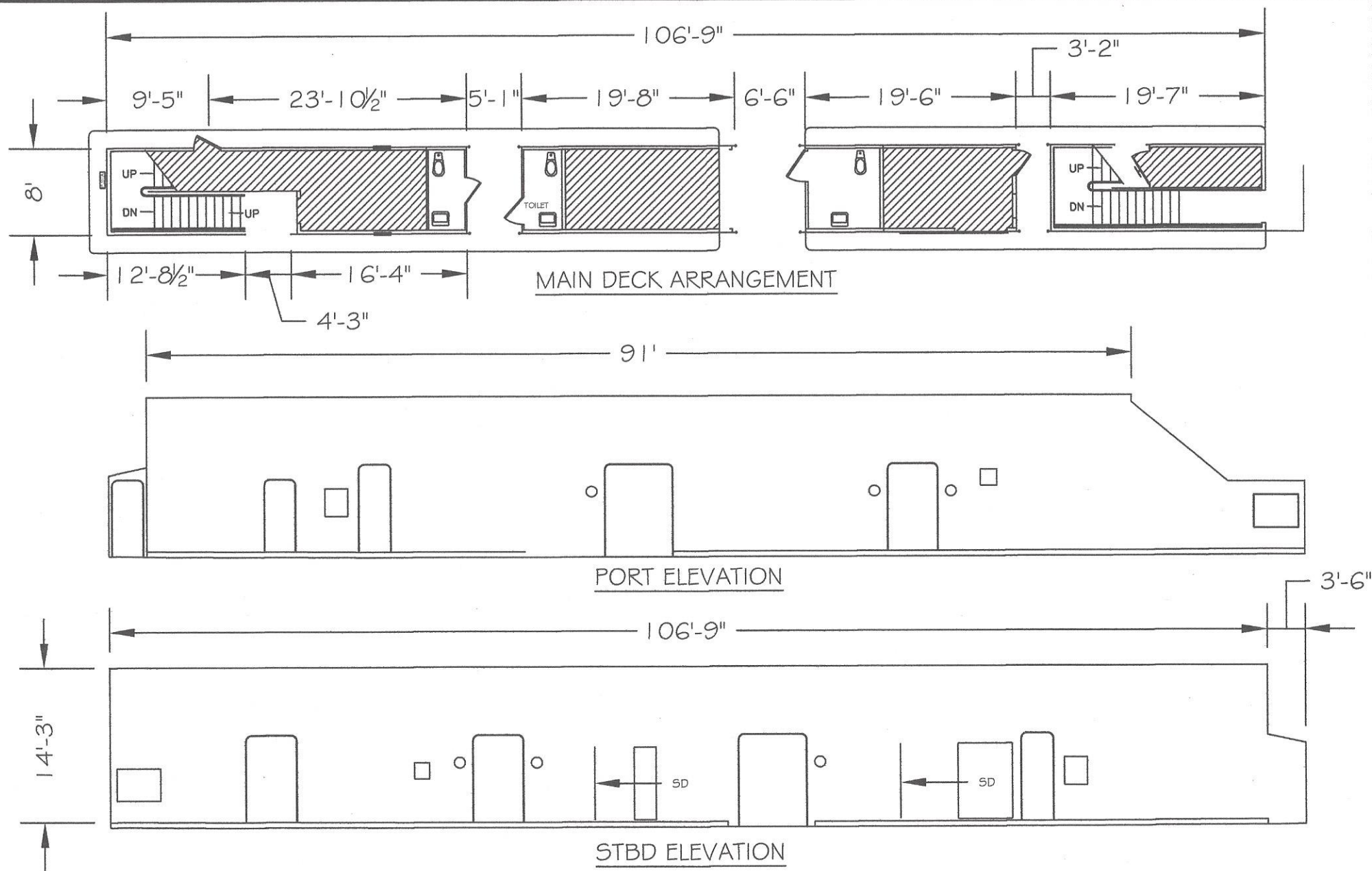
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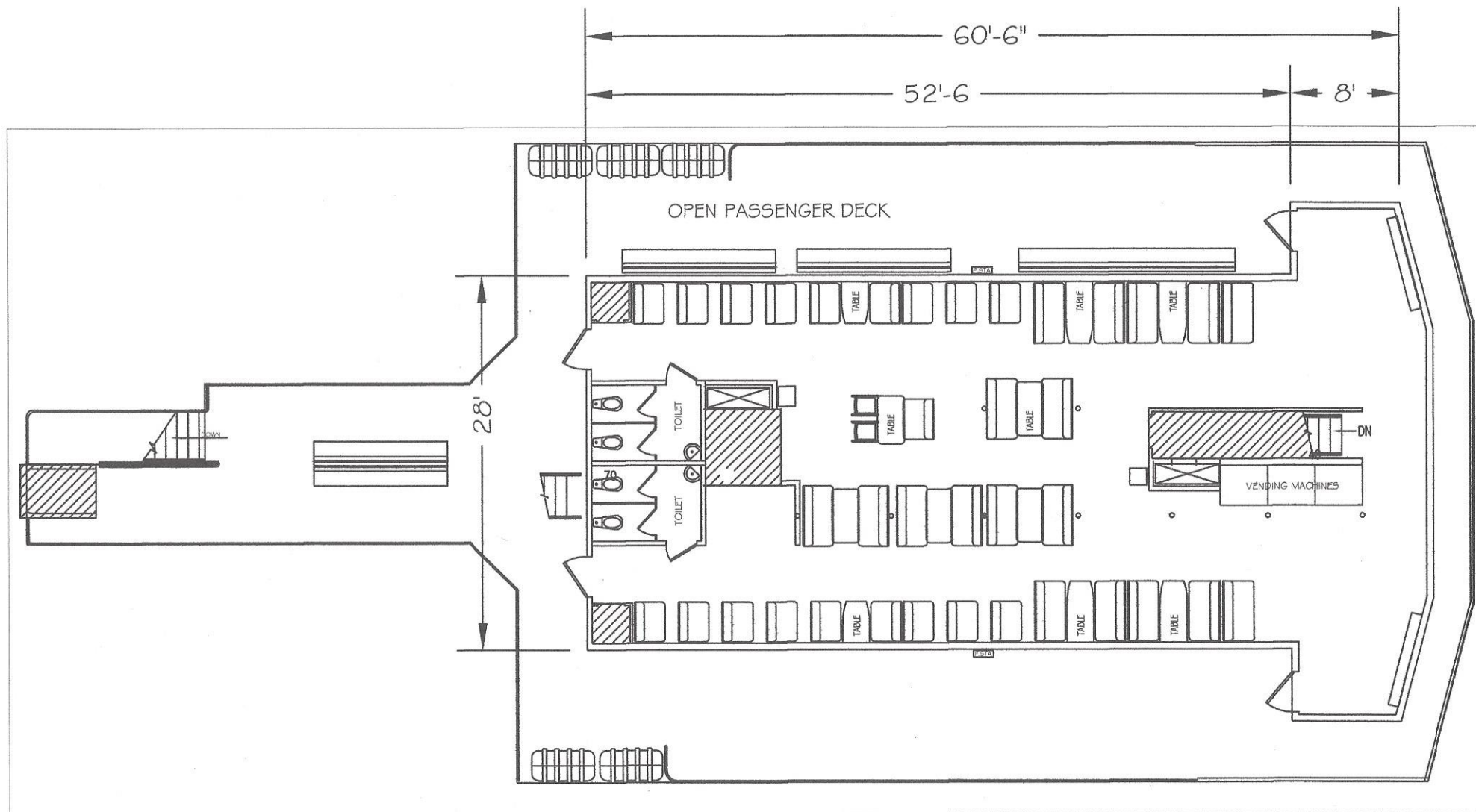
Pamlico

Silver Lake

SOUND CLASS set no. 3

NOT TO SCALE

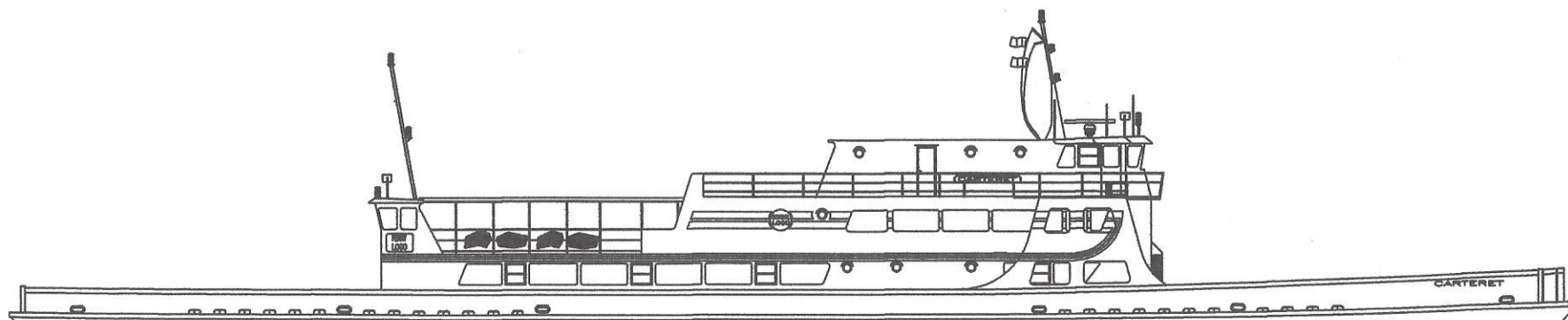




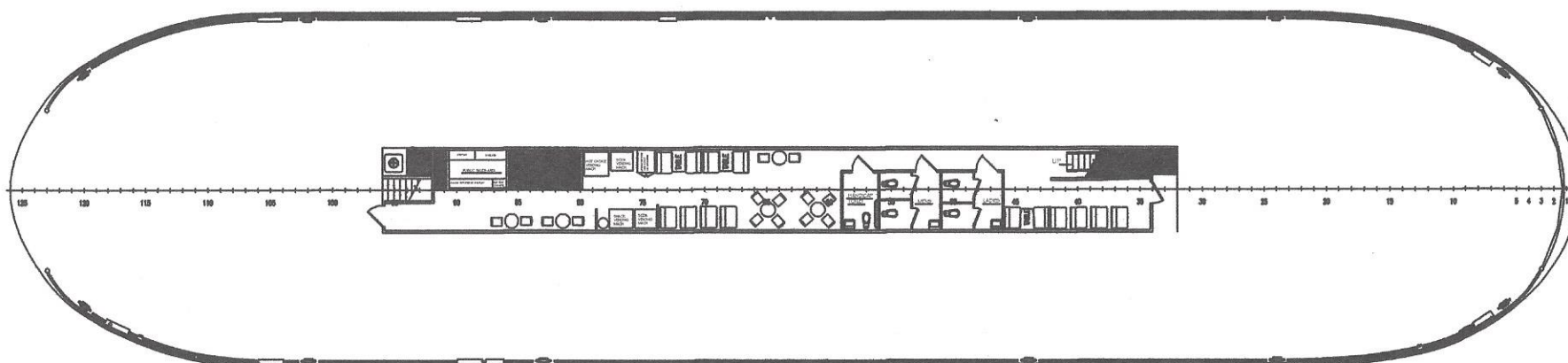
PASSENGER DECK  
ARRANGEMENT

SOUND CLASS set no. 3  
NOT TO SCALE

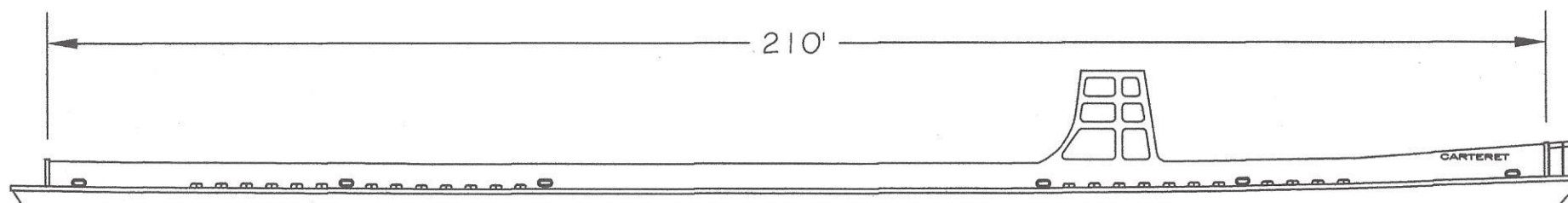




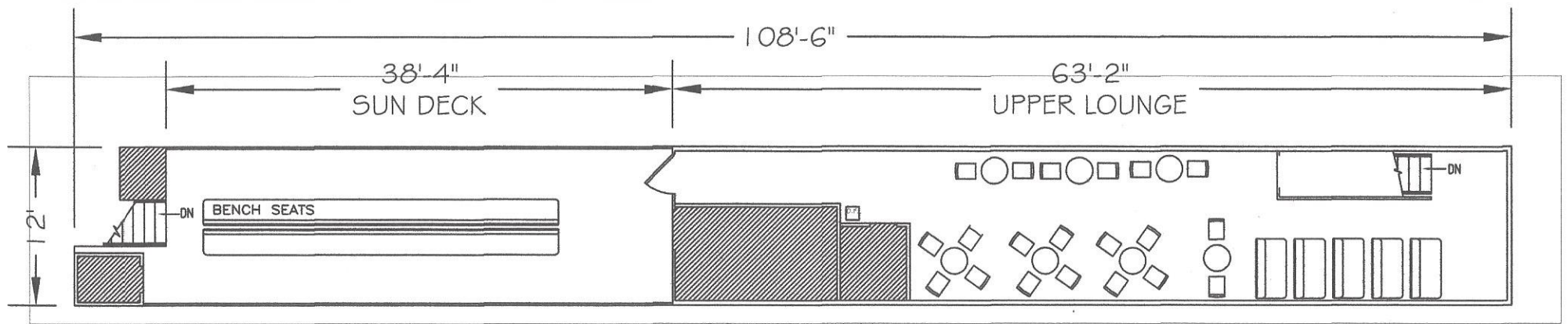
OUTBOARD PROFILE  
STBD SIDE SHOWN, PORT SIM



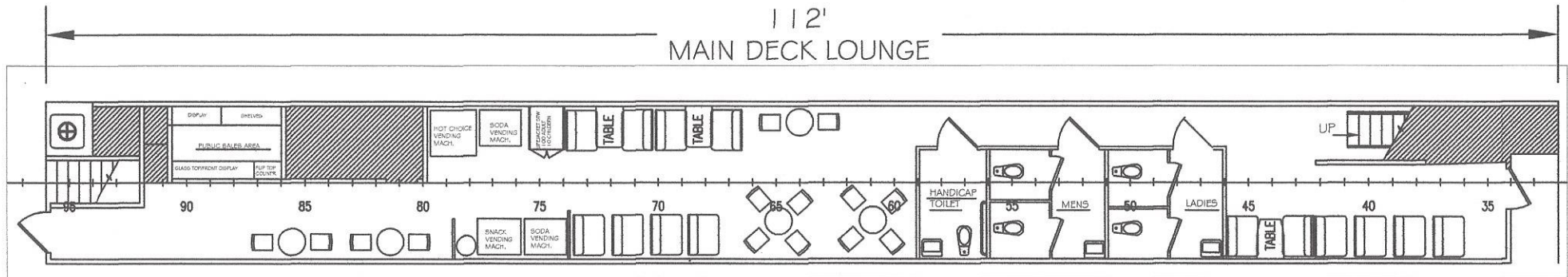
MAIN DECK ARRANGEMENT



BULWARK STBD SIDE

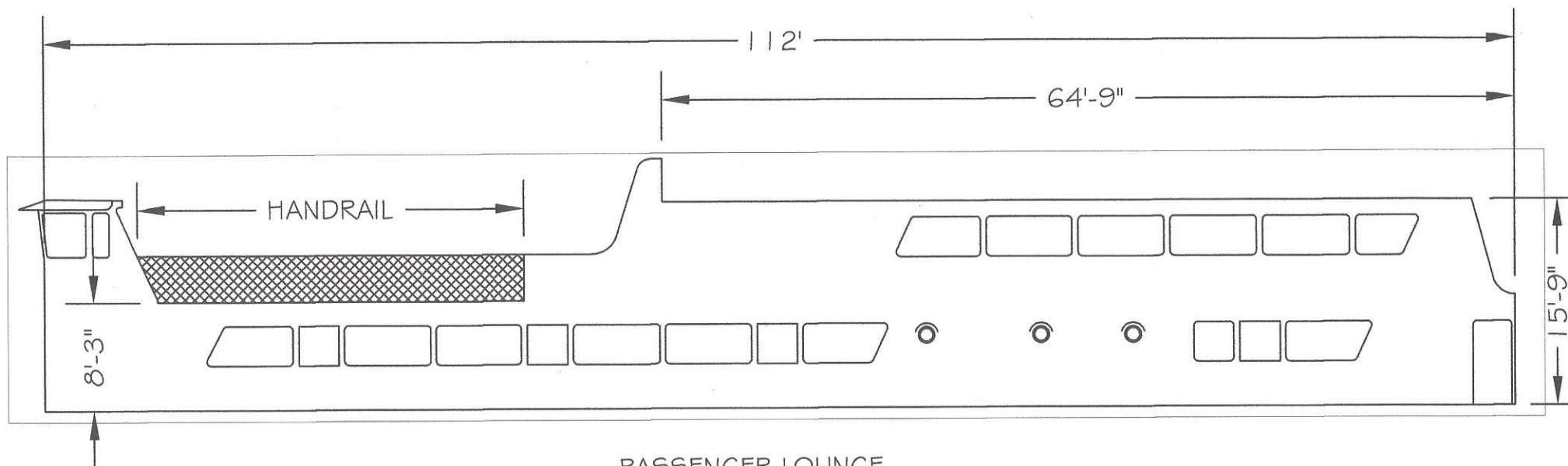


02 DECK PLAN

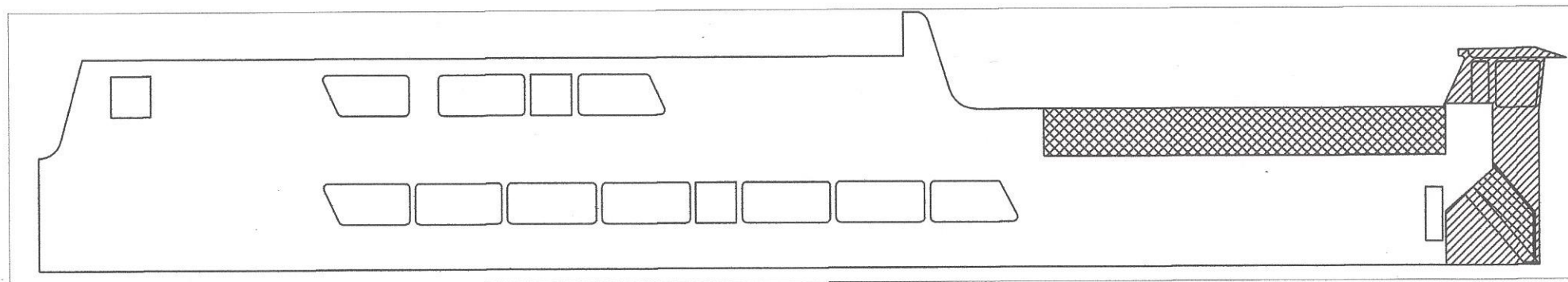


MAIN DECK PLAN





PASSENGER LOUNGE  
STBD ELEVATION



PASSENGER LOUNGE  
PORT ELEVATION

SOUND CLASS set no. 4  
NOT TO SCALE

## Exhibit C

305-364



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

JAMES B. HUNT, JR.  
GOVERNOR

FERRY DIVISION  
113 ARENDELL STREET, ROOM 120  
MOREHEAD CITY, N.C. 28557  
May 24, 1994

SAM HUNT  
SECRETARY

Wendy

Mr. Needham C. Crowe, Jr.  
Assistant State Traffic Engineer  
Field Operations  
Division of Highways - D.O.T.  
P.O. Box 25201  
Raleigh, N.C. 27611

Dear Mr. Crowe:

We would like to place the following order for new ferry signs, which will be located in division 2:

<u>COUNTY</u>	<u>NUMBER</u>	<u>SIZE</u>	<u>DESCRIPTION</u>
LENOIR	1	5'X 4'	LOGO 1-800-BY-FERRY
		2'	CEDAR ISLAND FERRY 109
Beaufort	17	5'X 4'	LOGO 1-800-BY-FERRY
	4	3.75'X 3'	LOGO 1-800-BY-FERRY
	1	5'X 2'	AURORA FERRY 33 →
	1	5'X 2'	↑ SWAN QUARTER FERRY 65
	1	5'X 2'	← BAYVIEW FERRY 22
	1	5'X 2'	← SWAN QUARTER FERRY 61
	1	5'X 2'	BAYVIEW FERRY 22 →
	1	5'X 2'	SWAN QUARTER FERRY 61 →



<u>COUNTY</u>	<u>NUMBER</u>	<u>SIZE</u>	<u>DESCRIPTION</u>
	1	5'X 2'	↖ SWAN QUARTER FERRY 50
	1	5'X 2'	BAYVIEW FERRY 12 ↗
	1	3.75'X 1.5'	SWAN QUARTER FERRY 40 ↗
		3.75'X 1.5'	MINNESOTT FERRY 26 →
		2'	MINNESOTT FERRY 37
	1	3.75'X 1.5'	BAYVIEW FERRY →
	1	5'X 2'	SWAN QUARTER FERRY
	1	5'X 2'	← BAYVIEW FERRY
	1	5'X 2'	BAYVIEW FERRY
	1	5'X 2'	← MINNESOTT FERRY 23
	1	5'X 2'	← AURORA FERRY 6
	1	5'X 2'	SWAN QUARTER FERRY 30
	1	5'X 2'	↑ BAYVIEW FERRY 23
	1	5'X 2'	← SWAN QUARTER FERRY 28
	1	5'X 2'	BAYVIEW FERRY 12 →
	1	5'X 2'	↑ BAYVIEW FERRY 12
	1	5'X 2'	↑ SWAN QUARTER FERRY 28
	1	5'X 2'	BAYVIEW FERRY 32
	1	5'X 2'	SWAN QUARTER FERRY 70
	1	5'X 2'	AURORA FERRY - 6
	1	5'X 2'	AURORA 12 FERRY →
	1	5'X 2'	↑ AURORA FERRY 12
	1	5'X 2'	MINNESOTT FERRY 23

<u>COUNTY</u>	<u>NUMBER</u>	<u>SIZE</u>	<u>DESCRIPTION</u>
Carteret	10	5'X 4'	LOGO 1-800-BY-FERRY
	1	5'X 2'	↑ CEDAR ISLAND FERRY 50
	1	5'X 2'	← CEDAR ISLAND FERRY 39
	2	3.75'X 1.5'	CEDAR ISLAND FERRY →
	1	5'X 2'	← CEDAR ISLAND FERRY 34
	1	5'X 2'	CEDAR ISLAND FERRY 34 →
	1	5'X 2'	↑ CEDAR ISLAND FERRY 33
	1	5'X 2'	CEDAR ISLAND FERRY →
	1	5'X 2'	↑ CEDAR ISLAND FERRY 12
	2	3.75'X 3'	LOGO 1-800-BY-FERRY
	1	5'X 2'	← CEDAR ISLAND FERRY 20
		5'X 2'	← CEDAR ISLAND FERRY 27
Craven	7	5'X 4'	LOGO 1-800-BY-FERRY
	1	5'X 2'	↑ CEDAR ISLAND FERRY 74
	1	2.5'X 2'	LOGO 1-800-BY-FERRY
	1	5'X 2'	MINNESOTT FERRY 23
	1	5'X 2'	AURORA FERRY 32
	1	3.75'X 1.5'	CHERRY BRANCH FERRY -
	1	5'X 2'	← CHERRY BRANCH FERRY
	1	5'X 2'	CEDAR ISLAND FERRY
	1	3.75'X 1.5'	CEDAR ISLAND FERRY ← 55
	1	5'X 2'	CHERRY BRANCH FERRY ← 5
	1	5'X 2'	CHERRY BRANCH FERRY → 5

<u>COUNTY</u>	<u>NUMBER</u>	<u>SIZE</u>	<u>DESCRIPTION</u>
	2	3.75'X 3'	LOGO 1-800-BY-FERRY
	1	5'X 2'	CHERRY BRANCH FERRY 10
	1	5'X 2'	CEDAR ISLAND FERRY 60
	1	5'X 2'	CHERRY BRANCH FERRY →
Greene	1	5'X 4'	LOGO 1-800-BY-FERRY
Famlico	4	5'X 4'	LOGO 1-800-BY-FERRY
	1	5'X 2'	MINNESOTT FERRY 12 →
	1	5'X 2'	AURORA FERRY 25
	1	5'X 2'	← MINNESOTT FERRY 12
	1	5'X 2'	AURORA FERRY 25
	1	5'X 2'	AURORA FERRY 37
	1	5'X 2'	MINNESOTT FERRY 12
Pitt.	1	5'X 4'	LOGO 1-800-BY-FERRY
	1	5'X 2'	← BAYVIEW FERRY 39
	1	5'X 2'	← SWAN QUARTER FERRY 77

Should you have any questions, please feel free to contact  
Mr. Cliff Swindell at (919) 926-1513.

With Kind Regards,

  
Jerry Gaskill,  
Ferry Director

cc: Cliff Swindell  
Larry Stallings  
Glenn Griggs  
Steve Hamilton  
Charlie Utz

JG/gb

273-292



JAMES B. HUNT, JR.  
GOVERNOR

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

FERRY DIVISION  
113 ARENDELL STREET, ROOM 120  
MOREHEAD CITY, N.C. 28557

SAM HUNT  
SECRETARY

11, 1994

Mr. Needham C. Crowe, Jr.  
Assistant State Traffic Engineer  
Field Operations  
Division of Highways - D.O.T.  
P.O. Box 25201  
Raleigh, N.C. 27611

Dear Mr. Crowe:

We would like to place the following order for new ferry signs, which will be located in division 1:

<u>COUNTY</u>	<u>NUMBER</u>	<u>SIZE</u>	<u>DESCRIPTION</u>
Bertie	2	5'X 4'	LOGO 1-800-BY-FERRY
Camden	1	5'X 4'	LOGO 1-800-BY-FERRY
	1	2.5'X 2'	LOGO 1-800-BY-FERRY
Chowan	1	5'X 4'	LOGO 1-800-BY-FERRY
Currituck	5	5'X 4'	LOGO 1-800-BY-FERRY
	1	5'X 2'	CURRITUCK FERRY
	1	5'X 2'	CURRITUCK FERRY
	1	5'X 2'	KNOTTS ISLAND FERRY
	1	5'X 2'	HATTERAS FERRY 100 CEDAR ISLAND FERRY 114



<u>COUNTY</u>	<u>NUMBER</u>	<u>SIZE</u>	<u>DESCRIPTION</u>
Dare	2	2.5'X 2'	LOGO 1-800-BY-FERRY
	4	5'X 4'	LOGO 1-800-BY-FERRY
	1	5'X 2'	← HATTERAS FERRY 61 ← CEDAR ISLAND FERRY 75
	1	5'X 2'	HATTERAS FERRY 60 CEDAR ISLAND FERRY 74
	1	5'X 2'	HATTERAS FERRY 40
	1	5'X 2'	HATTERAS FERRY 20
Gates	2	5'X 4'	LOGO 1-800-BY-FERRY
Hertford	2	5'X 4'	LOGO 1-800-BY-FERRY
	9	5'X 4'	LOGO 1-800-BY-FERRY
	1	2.5'X 2'	LOGO 1-800-BY-FERRY
	1	5'X 2'	SWAN QUARTER FERRY 20
	12	5'X 2'	SWAN QUARTER FERRY →
	2	5'X 2'	DEPARTURE TIME 9:30 A.M. and 4:00 P.M.
	12	5'X 2'	← SWAN QUARTER FERRY



<u>COUNTY</u>	<u>NUMBER</u>	<u>SIZE</u>	<u>DESCRIPTION</u>
	1	5'X 2'	SWAN QUARTER FERRY 9
	1	5'X 2'	SWAN QUARTER FERRY 15
	1	5'X 2'	HATTERAS FERRY 13
	1	5'X 2'	SWAN QUARTER FERRY 14 CEDAR ISLAND FERRY 14
	3	3.75'X 3'	LOGO 1-800-BY-FERRY
	2	3.75'X 1.5'	SWAN QUARTER FERRY . . .
	1	3.75'X 1.5	SWAN QUARTER FERRY . . .
	<del>10</del>	5'X 2'	SWAN QUARTER FERRY . . .
	<del>10</del>	5'X 2'	SWAN QUARTER FERRY . . .
Martin	2	5'X 4'	LOGO 1-800-BY-FERRY
Northampton	2	5'X 4'	LOGO 1-800-BY-FERRY
Pasquotank	1	5'X 4'	LOGO 1-800-BY-FERRY
Perquimans	1	5'X 4'	LOGO 1-800-BY-FERRY

Page 4

<u>COUNTY</u>	<u>NUMBER</u>	<u>SIZE</u>	<u>DESCRIPTION</u>
Tyrrell	1	5'X 4'	LOGO 1-800-BY-FERRY
	1	5'X 2'	↑ HATTERAS FERRY 104 SWAN QUARTER FERRY 45 →
	1	2.5'X 2'	LOGO 1-800-BY-FERRY
Washington	1	5'X 4'	LOGO 1-800-BY-FERRY
	1	5'X 2'	BAYVIEW FERRY 33 SWAN QUARTER FERRY 40
	1	2.5'X 2'	LOGO 1-800-BY-FERRY

Should you have any questions, please feel free to contact Mr. Cliff Swindell at (919) 926-1513.

With Kind Regards,

  
Jerry Gaskill  
Ferry Director

cc: Cliff Swindell  
Larry Stallings  
✓ Glenn Griggs  
Haywood Daughtry  
Steve Yetman  
Charlie Utz

JG/gb

293-304



JAMES B. HUNT JR.  
GOVERNOR

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

FERRY DIVISION  
113 ARENDELL STREET, ROOM 120  
MOREHEAD CITY, N.C. 28557

SAM HUNT  
SECRETARY

SwanQuarter Ferry Operations  
May 04, 1994

Mr. Needham C. Crowe, Jr.  
Assistant State Traffic Engineer  
Field Operations  
Divisions of Highways-D.O.T.  
P.O.Box 25201  
Raleigh, NC 27611

Dear Mr. Crowe:

We would like to place the following order for new ferry signs, which will be located in Division 3:

<u>NUMBER</u>	<u>SIZE</u>	<u>DESCRIPTION</u>
12	5'x2'	Southport/Ft. Fisher Ferry
1	5'x2'	Southport/Ft. Fisher Ferry
	5'x2'	↑ Southport/Ft. Fisher Ferry 19 miles
1	5'x2'	↑ Southport/Ft. Fisher Ferry 14 miles
	5'x2'	↑ Southport/Ft. Fisher Ferry 3 miles
<del>10</del>	5'x2' <i>Delete</i>	Southport/Ft. Fisher Ferry
	5'x2'	, Southport/Ft. Fisher Ferry 19 miles




<u>NUMBER</u>	<u>SIZE</u>	<u>DESCRIPTION</u>
1	5'x2'	Ft. Fisher/Southport ↑ Ferry 21 miles
1	5'x2'	Ft. Fisher/Southport Ferry 21 miles
1	5'x2'	↑ Ft. Fisher/Southport   Ferry 18 miles
1	5'x2'	↑ Ft. Fisher/Southport   Ferry 17 miles
1	5'x2'	↑ Ft. Fisher/Southport   Ferry 0.3 miles
1	5'x2'	↑ Southport/Ft. Fisher   Ferry 1 mile
4	10'x8'	LOGO 1-800-BY-FERRY
18	5'x4'	LOGO 1-800-BY-FERRY
2	2.5'x2'	LOGO 1-800-BY-FERRY

PAGE 3

' Should you have any questions, please feel free to contact  
Cliff Swindell at (919) 926-1513.

With Kind Regards,



Jerry Gaskill  
Ferry Director

CS/dc

cc:

Cliff Swindell  
Larry Stallings  
Glenn Griggs  
Roger Hawkins  
Dale Privette  
Charlie Utz

## Exhibit D



U.S. DEPARTMENT OF  
TRANSPORTATION

**Federal Highway  
Administration**

# Order

---

**Subject**

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

---

**Classification Code**

5160.1A

**Date**

April 7, 2014

**OPI**

HOP

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Par.

1. What is the purpose of this directive?
2. Does this directive cancel an existing FHWA directive?
3. What is the background of this directive?
4. What is the scope of this directive?
5. What authorities govern this directive?
6. What definitions are used in this directive?
7. What is FHWA's policy concerning sponsorship acknowledgment and agreements?
8. What are FHWA's responsibilities?
9. Where can I obtain additional guidance?

1. **What is the purpose of this directive?** Sponsorship opportunities benefit the traveling public with an improved transportation system by providing flexibility for highway agencies to pursue innovative sources of financing for maintenance and construction activities and other highway-related services. With this additional revenue, these agencies have the means to provide services critical to enhancing the safety and efficiency of the Nation's highways.

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

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

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



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

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

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

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

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

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

a. **General principles.**

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

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

**b. Sponsorship policies and agreements.**

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



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

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

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

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

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

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



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

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

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

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



d. **Policy conclusion.**

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

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

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

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

b. **FHWA Office of Operations**

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

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



Gregory G. Nadeau  
Deputy Administrator

## Exhibit E

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# **North Carolina Department of Transportation**

## **Sponsorship Policy & Procedures**



September 4, 2014

# **SPONSORSHIP POLICY AND PROCEDURES**

## **PURPOSE**

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

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

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

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

## **AUTHORITY**

FHWA Order 5160.1A

General Statue 136-28.1(l)

General Statue 136-28.1(m)

General Statue 136-82(f)

Session Law 2014-58

## **DEFINITIONS**

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

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

**Sponsorship Program:**

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

**SPONSORSHIP CONCEPT**

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

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

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

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



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

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

### **ACKNOWLEDGMENT POLICY**

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

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

### **SPONSORSHIP OVERSIGHT COMMITTEE**

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

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

monetary contribution.

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

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

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

**REVENUE PROPOSAL SHEET**

PROPOSER: \_\_\_\_\_

Year One Guaranteed Revenue to NCDOT for Ferry      \$ \_\_\_\_\_; \_\_\_\_\_ %  
Sponsorship

Year Two Guaranteed Revenue to NCDOT for Ferry      \$ \_\_\_\_\_; \_\_\_\_\_ %  
Sponsorship

Year Three Guaranteed Revenue to NCDOT for Ferry      \$ \_\_\_\_\_; \_\_\_\_\_ %  
Sponsorship

Year Four Guaranteed Revenue to NCDOT for Ferry      \$ \_\_\_\_\_; \_\_\_\_\_ %  
Sponsorship

TOTAL AMOUNT OF GUARANTEED REVENUE      \$ \_\_\_\_\_; 100 %  
FOR FOUR (4) YEARS

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

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

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

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

**SIGNATURE OF CONTRACTOR**


---

 Full name of Corporation

---

 Address as prequalified

Attest

---

 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****AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

 Signature of Notary Public

Of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**NOTARY SEAL**

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

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

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

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

**SIGNATURE OF CONTRACTOR**


---

 Full Name of Partnership

---

 Address as Prequalified

By

---

 Signature of Witness

---

 Signature of Partner

---

 Print or type Signer's name

---

 Print or type Signer's name
**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
day of \_\_\_\_\_ 20\_\_\_\_.

---

 Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

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

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

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

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

**SIGNATURE OF CONTRACTOR**

---

Full Name of Firm

---

Address as Prequalified

---

Signature of Witness

---

Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

---

Print or type Signer's name

---

Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

---

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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

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

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

**SIGNATURE OF CONTRACTORS**

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

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

\_\_\_\_\_  
Signature of Witness or Attest By Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

\_\_\_\_\_  
Signature of Witness or Attest By Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(4) \_\_\_\_\_  
Name of Contractor (for 3 Joint Venture only)

\_\_\_\_\_  
Address as prequalified

\_\_\_\_\_  
Signature of Witness or Attest By Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION****INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
 Print or type Individual name

\_\_\_\_\_  
 Address as Prequalified

\_\_\_\_\_  
 Signature of Contractor, Individually

\_\_\_\_\_  
 Print or type Signer's Name

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
 \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
 Signature of Notary Public  
 of \_\_\_\_\_ County  
 State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

**DEBARMENT CERTIFICATION**

## Conditions for certification:

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

**DEBARMENT CERTIFICATION**

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

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

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

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

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

**Contract No**

**County (ies):**     **Various**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

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Contract Officer

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Date

Execution of Contract and Bonds  
Approved as to Form:

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Attorney General