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

~~INDUSTRY DRAFT~~ FINAL
~~-~~REQUEST FOR PROPOSALS

INCIDENT MANAGEMENT ASSISTANCE PATROL (IMAP) STATEWIDE SPONSORSHIP

October ~~1~~29, 2014

VOID FOR BIDDING

TECHNICAL PROPOSAL AND REVENUE PROPOSAL SUBMISSION BY: **NOVEMBER 20, 2014 AT 4:00 PM**

DATE AND TIME OF REVENUE PROPOSAL OPENING: **DECEMBER 9, 2014 AT 2:00 PM**

COUNTIES: Various

ROUTE NO. Various

TYPE OF WORK: Sponsorship of the Incident Management Assistance Patrol (IMAP)

PROPOSAL FORM FOR INCIDENT MANAGEMENT ASSISTANCE PATROL (IMAP) SPONSORSHIP PROGRAM STATEWIDE IN NORTH CAROLINA

Date_____ 2014

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 (Department). The intent is to provide sponsorship of the Incident Management Assistance Patrol (IMAP) safety service patrol whose mission is to support stranded motorists and disabled vehicles, and to assist with incident management on certain facilities statewide. A Proposer can only appear in one response to this Request for Proposals.

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

The Department's IMAP Sponsorship Program acknowledgment opportunities consist of the following options: 1) mobile signage (branding) on the vehicle fleet, 2) fixed signage along the specified corridors, 3) operators' uniform color and insignia. The Proposer may display Sponsor branding on the IMAP vehicles and IMAP operators' uniforms, and Sponsor name on signs.

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 routes of North Carolina highways, independently secure revenue to share with the Department, generally in exchange for acknowledgement panels erected on the sponsored highway routes, and embellishment of the IMAP vehicles with branding insignia. 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, vehicle painting and sponsor insignia, and uniforms supplied by the Successful Proposer, all highway maintenance and IMAP operations activities will continue to be the responsibility of the Department.

PROGRAM DESCRIPTION

The North Carolina Department of Transportation IMAP Sponsorship Program offers opportunities to enhance North Carolina's roadways by sponsoring IMAP operations in return for vehicle and signage 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 the sponsored highway routes, as well as through the branding on the patrol vehicles and other promotional materials. The Department shall have no legal responsibility for agreements or contracts made between a Sponsor and any entities contracted by them to perform work under this Sponsorship Agreement.

Current IMAP operations are reflected in Exhibit A of this document, including specific lengths patrolled on various highways, number of vehicles assigned during shifts, annual average daily traffic per route, where known and a history of incidents responded to per annum.

DEFINITIONS

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

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

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

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

IMAP Program means the operation of safety service patrol vehicles whose primary purpose is to keep the motoring public moving by quickly clearing incidents from the highway, protecting other first responders and the traveling public by establishing the proper emergency traffic control to guide motorists around crash scenes, and assisting stranded motorists.

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

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

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

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

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 highway operation through the provision of highway-related services, products and any voluntary or monetary contributions.

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

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 along the 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 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, vehicles 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, vehicle sponsor insignia, and uniform sponsor insignia.
- Ensuring that personnel are equipped with personal safety equipment in accordance with applicable local, state and federal laws.
- If the Successful Proposer elects to convert the vehicle color to white, correcting any defects in the paint at the discretion of the Department.

Work performed under this contract shall be in accordance with the FHWA Order 5160.1A (Exhibit E), NCDOT Sponsorship Policy and Procedures (Exhibit F), 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's role in the IMAP Sponsorship Program lies in management of the IMAP operations and maintenance program.

The Department also 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 meet the criteria established in the Proposer's Sponsor Screening protocol.
- Conducting periodic sign inspections.
- Coordination with the Successful Proposer in the future as the program evolves.
- Installing acknowledgment signs under a cost reimbursement arrangement if so elected by the Successful Proposer.
- Providing the Selected Proposer with quarterly reports detailing patrol activities, such as total incidents and the type of incidents to which the patrol responded, to the extent that such reports are available.

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 location, patrol limits or patrol hours of operation of the IMAP Program operations conveyed in Exhibit A at any time.

The Department reserves the right to re-commission vehicles in case of an emergency and for vehicle maintenance. In addition, any vehicle 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 the 80 vehicles offered for branding 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=IMAP_Sponsorship

Each Proposer is encouraged to monitor this website for modifications to the timeline, including the due date for responses to the Final Request for Proposals. At this time, all Proposals are due no later than 4:00 p.m. on November 20, 2014.

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 October 14, 2014 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 October 14, 2014 date may also be requested through the email address noted below. To request a time slot, please send an email to designbuild@ncdot.gov no later than 5:00 pm EST on October 10, 2014.

QUESTIONS RELATED TO THIS PROCUREMENT

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

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

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

PREQUALIFICATION REQUIREMENTS

Prequalification is not required in order to submit a response to this Request for Proposals; however, all entities or subcontractors performing physical work on the highway 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.

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 IMAP 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 shall be submitted to 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)
IMAP 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)
IMAP Sponsorship Program

Eight copies of the Technical Proposal shall be submitted. The Technical Proposal shall be on 8 ½ x 11 inch pages, printed on one side. The Technical Proposal shall not exceed 15~~0~~ 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 1~~0~~5-page page limitation.

SUCCESSFUL PROPOSER DETERMINATION

GENERAL

A Technical Review Committee (TRC) composed of five 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 four 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, both in specific regard to IMAP or other such safety patrols, 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, both in regard to IMAP or other such safety patrols, and generally in regard to any other transportation related sponsorship programs.
- Generally describe the actual revenues received by the Departments of Transportation, or other such owners, for the above programs as compared to the revenues projected by the Proposers for those other programs.
- Identify similar contracts or arrangements in which the Proposer has participated that ended in a termination of the contract or agreement and describe the circumstances under which the contract or arrangement was terminated.

2. Program Understanding

- 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 IMAP Sponsorship program management.
- Describe the manner of implementation of the proposed IMAP 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.

4. Safety Program

- Describe how sponsor insignia can be installed or arranged on IMAP vehicles to maintain or improve the overall safety of motorists, specifically by maintaining a consistency of the traveler's ability to quickly identify IMAP vehicles through easily recognizable features.

DETERMINATION OF SUCCESSFUL PROPOSER~~S~~

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 vehicles and for returning the vehicles 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 vehicles and return the vehicles 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 the static signs along the roadway routes, 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 Seventy Thousand Dollars ($70,000.00) and (2) if the Successful Proposer chooses to maintain their option to arrange for the installation of the signs through private vendors at any time during the term of the Sponsorship Agreement, a payment bond or an irrevocable letter of credit in an amount equal to Ten Thousand Dollars ($10,000.00).

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 January 1, 2015. 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 IMAP 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 as a rejection of the extension.

IMAP PROGRAM MANAGER

The State Traffic Systems Operations Engineer will serve as the IMAP Program Manager and be the main point of contact for the Proposer. The IMAP Program Manager will be responsible for overall administration of the IMAP Sponsorship Program, including signs, vehicle branding, uniforms, and review of the comment cards or other promotional materials proposed by the Proposer. The IMAP 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 June 30th of each year of the term. The guaranteed annual payments shall be in the amounts specified on the Revenue Proposal Sheet.

In the event that the Successful Proposer and the Department mutually agree to extend the term of the Sponsorship Agreement, and unless otherwise mutually agreed upon, the guaranteed annual revenue payments to the Department during the extended term 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 in this program. The Department may reject sponsorship requests or seek the rescission of a sponsorship if it is determined that a sponsorship would jeopardize the IMAP Sponsorship Program, would be counterproductive to the program's purpose, or would create a safety hazard for Department employees or the public.~~, or that undesirable results such as increased litter, vandalism, or sign theft would result from a sponsorship.~~ 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 IMAP Program Manager. Such screening of sponsors shall be in conformance with the sponsor screening protocol submitted and accepted by the IMAP Program Manager or their designee prior to the selection of any sponsor.

The Successful Proposer may have up to three concurrent Sponsors if reasonably delineated geographically across North Carolina. Branding components such as uniform colors (if supplied) and vehicle markings shall be consistent for each Sponsor. No more than one Sponsor may be represented on a given vehicle.

HIGHWAY ROUTES AVAILABLE

Current IMAP operations are reflected in Exhibit A of this document, including specific lengths patrolled on various highways, number of vehicles assigned during shifts, annual average daily traffic per route, where available, and a history of incidents responded to per annum. The Department reserves the right to add, delete, or modify the location, patrol limits or patrol hours of operation of the IMAP Program operations conveyed in Exhibit A at any time. For an electronic overview of IMAP routes, please refer to the materials provided ~~on link~~ on the project website.

The NCDOT is also open to opportunities raised by the Proposers for increasing revenue or broadening routes covered, and thereby furthering the IMAP Sponsorship Program along additional highway routes. 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. Other enhancement opportunities may include, but not be limited to:

- Promotion of the IMAP patrol and its sponsorship through conventional media channels such as radio, social networks, 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 patrols, especially the assistance to motorists. If such promotion is desired, then all such promotion shall be pre-approved by the Department.
- Creation of a social media hashtag that the general public can use when talking about the patrol.

- Creation of a program brand that states "NCDOT (Sponsor Name) IMAP" and is pre-approved by the Department.
- Implementation of a third-party hosted website, with content approved by the Department, where assisted motorists can learn more about the patrol and complete an IMAP 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 IMAP webpage (http://www.ncdot.gov/travel/trafficsystems/imap/).

RIGHT-OF-WAY CONCERNS

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

SUCCESSFUL PROPOSER– SPONSOR RELATIONSHIP

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

EQUIPMENT BRANDING

The Successful Proposer is responsible to work with the Department after selection to develop schemes for branding the various Department vehicles that are dedicated to the IMAP Sponsorship Program. The eighty (80) vehicles referenced in Exhibit A are all available to be branded.

The following restrictions apply to the branding of vehicles:

- All vehicle graphics and orientation will require the Department's final approval prior to implementation.
- The existing NCDOT logos may be moved but must remain on a vertical face of ~~the~~ each side of the vehicle clearly visible to other drivers, and shall be placed consistently across all vehicles of the same vehicle type.

- The existing IMAP logos may be moved but must ~~shall~~remain on a vertical face of each side ~~remain somewhere on the outside~~ of the vehicle clearly visible to other drivers and shall be placed consistently across all vehicles of the same vehicle type.
- The Successful Proposer may include a decal or insignia that denotes ~~-~~"NCDOT (Sponsor Name) IMAP" on the vehicle in addition to the existing IMAP logos.
- ~~The existing Incident Management Patrol decals at the bottom of the doors shall remain in their existing location.~~
- ~~The existing red, white and blue stripes along the length of the vehicle sides shall remain in their existing location.~~
- ~~The vehicle color shall not be changed.~~The vehicle base color shall remain the same or may be painted white at no expense to the Department.~~.~~
- The emergency lighting shall not be relocated and shall remain amber.
- Safety markings including ~~Red~~ striping, ~~or~~ chevrons, ~~on the back of the vehicles~~ and other reflective graphics ~~shall remain.~~shall be retained; however, these safety markings may be upgraded by the Successful Propose in a manner that complies with, or exceeds, the IMAP Decal Specifications, or an approved equal, contained in Exhibit B .
- ~~Except for the exclusions noted above, the remainder of the truck is available for sponsorship insignia, as follows:~~
- ~~50% of the front, including hood~~
- ~~50% of the remaining available space on the sides~~
- ~~100% of the roof~~
- ~~100% of the remainder of the back~~
- ~~100% of the back of the flashing arrow panel.~~

- No more than 35% of the vehicle's surface area shall be available for sponsor trademarks, including logos and sponsor brand messaging. The vehicle's surface area is defined as the vehicle's hood, sides, back, back of the flashing arrow panel and roof.

~~The cost of the~~All costs associated with equipment branding, including but not limited to, ~~and~~ new markings, relocation of existing markings, and change in vehicle color, ~~is to~~shall be borne by the Successful Proposer. Equipment ~~Branding~~ branding shall not interrupt services. Vehicles shall not be removed from active service to be branded or painted. Reference is made to "Restrictions on Work" in these Special Provisions.

The Successful Proposer shall consider the current ages and normal 4.5 year replacement cycle of the listed equipment, potential for damage to the equipment, vehicle maintenance, and requirement to brand new/replacement vehicles to adequately plan for providing vehicle branding during the life of the contract in the development of its Revenue Proposal. Exhibit B provides an example of the current vehicles' markings.

SPONSORSHIP SIGNS

New Sponsor Program Acknowledgment Signs

Exhibit C reflects the approved Sponsor Program Acknowledgement sign design and the area available for the sponsor acknowledgement panel to be used in locations where a general service IMAP sign does not currently exist.

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) sponsorship signs and supports may be fabricated and installed by the various NCDOT Divisions at a per sign cost of $1,400 each, payable in advance.

Existing General Service IMAP Signs

Exhibit C also reflects the approved general service IMAP sign design and supplemental panel for hours of operation as well as the location, and various configurations, of the existing general service IMAP designs.

The Successful Proposer, at no expense to the Department, may modify or replace the existing general service IMAP signs to include a sponsor acknowledgment panel. In either case, the existing program information and hours of operation shall be included in the modified or replaced sign. The replaced or revised 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.

If the Successful Proposer elects to replace or modify an existing general service IMAP sign, the Successful Proposer has two options for the installation of the new general service IMAP sign components: (1) the Successful Proposer may arrange and contract for the fabrication and installation of the signs and supports; or (2) general service 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 IMAP signs, and sponsor acknowledgement panels shall be submitted to the IMAP Program Manager for approval prior to any of the ~~panels~~ sign components being fabricated. The ~~sponsor acknowledgment panel~~sign components shall conform to the Manual on Uniform Traffic Control Devices and shall not contain graphics that resemble traffic control devices or that have the potential to mislead or misinform the traveling public. Website addresses and phone numbers will not be allowed.

~~The Proposer has two options to pursue for the installation of the sponsorship 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) sponsorship signs and supports may be fabricated and installed by the various NCDOT Divisions at a per sign cost of $1,400 each, payable in advance.~~

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

Signs shall be mounted in accordance with the Department's typical ground mounted standards and placed outside the clear recovery zone and so as to not obstruct the display of any other Department sign. The ground-mounted IMAP Sponsorship Program signs shall be installed as close to the beginning of the sponsored route as feasible, taking into account safety and existing signage. One sign may be placed within the first mile per route. Additional signs may be placed according to the most favorable sponsorship locations and conditions to the sponsor, but no more frequently than every 5 miles.

~~The Department's existing IMAP signs may not be modified or removed and are not available to the Successful Proposer for sponsorship recognition.~~

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

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

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

FIELD PERSONNEL UNIFORMS

The Department will be responsible for the maintenance and re-supply of all components of the IMAP operators' uniforms unless otherwise specified herein.

The Successful Proposer may elect to provide uniform patches for the hats, shirts, sweatshirts and jackets for existing uniforms or new uniforms for each IMAP vehicle driver. 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 or new uniforms.

The Successful Proposer has the option to provide new IMAP shirts, sweatshirts, and lightweight jackets that meet the specifications contained in Exhibit D, except that a different color of these items may be provided, subject to Department review and approval, to provide for additional sponsorship branding. Should the Successful Proposer elect to provide new shirts, sweatshirts, and lightweight jackets, the Successful Proposer shall provide these on a consistent basis to all IMAP operators for each sponsor's vehicles and shall initially supply them in the numbers designated in Exhibit D. In such case, the Successful Proposer shall also be responsible for the re-supply of these items in accordance with Exhibit D. Other components of the uniform allowance may also be marked as negotiated with the NCDOT prior to purchase and issuing to the drivers.

Either a private vendor or the NCDOT uniform vendor at the time the contract is signed shall be paid by the Successful Proposer directly for the uniforms at no cost to the Department.

PROMOTIONAL MATERIALS

The Successful Proposer shall have the right to develop other promotional materials to be distributed by the operators of the IMAP Safety Service Patrol vehicles 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 safety patrol's primary scope of work. The Department will ensure that all approved materials provided by the Successful Proposer will be distributed by the operators 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.

SPECIAL EVENTS / PUBLICITY

The Successful Proposer shall have the rights and benefits of promotional use of the safety service patrol vehicles and their operators for events such as child safety seat inspections, the state fair, parades and other safety events as may be jointly agreed upon, subject to the availability as reasonably determined by the Department. The Successful Proposer shall make written requests to the Department for such use with a minimum of thirty (30) days' notice in advance and obtain approval and scheduling by the Department. The Proposer shall pay for the driver's wages at the overtime rate, and pay the Federal mileage rates only.

SAFETY

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

Procedures including Work Zone Safety and Traffic Control guidelines as found in the NCDOT *Workplace Safety Manual.*

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

The Successful Proposer and all subcontractors shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, 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 State Highway System right of way overnight or at other times when work has been suspended unless approved by the District Engineer, and in no case within 30 feet of the edge of pavement. The District Engineer may designate specific locations for parking equipment.

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

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

a. Be alert for traffic during construction/maintenance operations and be prepared to move quickly if necessary.
b. Use all equipment according to manufacturer's recommendations.
c. Watch footing on steep slopes, drainage facilities or other poor traction surfaces.
d. Do not run, throw objects, or engage in horseplay or activities that may distract drivers.
e. Avoid over exertion. Drink plenty of fluids, especially on warm humid days.
f. Do not use or consume any alcoholic beverages, drugs or other substances which may impair one's safety and well-being or that of other individuals before reporting for work or while on the roadway traveling to or from the roadside worksite or while on the worksite.

g. Do not wear headphones, as they will reduce alertness to warning sounds. Use sunscreen in all seasons.
h. Any observed safety violations will be reported to the Successful Proposer.
i. Follow guidelines for handling hazardous materials.
j. Successful Proposer, and all subcontractors, shall use approved safety equipment and clothing as required in NCDOT's Workplace Safety Manual; this manual contains a variety of Safe Operating Procedures. A link to the Workplace Safety Manual is:

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

The Successful Proposer shall provide the name, telephone number and email address of a designated Safety Supervisor to the various Division Engineers and IMAP 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 IMAP Program Manager acting in his or her sole discretion. The Successful Proposer shall immediately follow all field instructions given by North Carolina law enforcement officers and Division Engineers. The Successful Proposer's field supervisor shall inspect all work performed by the Successful Proposer to ensure compliance with all applicable standards and guidelines.

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

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

The state and federal statutes and regulations cited below 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 a project by the Successful Proposer.

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

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

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

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

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

PERFORMANCE OF THE WORK

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

TERMINATION OF CONTRACT

The provisions of Articles 108-9(A), (B), (C), (E), (F), and (G) of the 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.

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

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

1. The Successful Proposer fails to accept an extension of the Sponsorship Agreement after fulfilling its term obligation, which will cause a cessation of the operating agreement.

2. The IMAP 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

Reference Article 107-15 of the 2012 *Standard Specifications for Roads and Structures.* This article is hereby modified 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, PROPOSERS AND CONTRACTORS

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

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

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*. Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

MINIMUM WAGES

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

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

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

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

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

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

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

EXHIBIT A

IMAP Routes - Division 3

Route	County	Patrol Limits Description (include mile markers)	C/L Route Mileage	Route AADT
US 17/74/76	Brunswick / New Hanover	US 17 (Ocean Highway) to Cape Fear Memorial Bridge	3.9	66,000
US 421	New Hanover	US 76 to I-140	4.2	34,000
I-140	New Hanover	US 421 to I-40	6.8	16,000
I-40	New Hanover / Pender	Exit 420 (SR 2048-Gordon Road) to Exit 398 (NC 53)	21.7	28,000
US 17	New Hanover / Pender	I-40 to SR 1563-Sloop Point Loop Road	15.8	38,000
			0.0	
			0.0	
			0.0	
			0.0	
			0.0	
		Totals:	**52.4**	

Total Vehicles	4
# Annual Stops	4,300
Annual Miles Traveled	108,000
1st Shift	T-F; 7:00 am - 6:00 pm
# Vehicles Patrolling by shift	1st - 2
# IMAP Signs	0

IMAP Routes - Division 5

Route	County	Patrol Limits Description (include mile markers)	C/L Route Mileage	Route AADT
I-85	Durham	US 70 (MM 170) to Falls Lake. (MM 185)	16.0	92,000
I-85	Granville	Falls Lake (MM 185) to Gate Rd/US15 (MM 186)	1.0	43,000
NC147	Durham	MM 6 (Cornwallis Rd) to MM 16 (US15-501)	10.0	82,000
US70	Durham	MM 285 (I-85 at US70) to MM 287 (US70 at NC98)(Peak Hour)	3.0	54,000
I-40	Durham	US 15/501 (MM 270) to Airport Blvd (MM 284)	14.0	16,900
I-40	Wake	Airport Blvd (MM 284) to US70 Clayton Byp. (MM 309)	23.0	166,000
I-40	Johnston	US70 Clayton Byp. (MM309) to NC42 (MM312)	3.0	80,000
I-440	Wake	US 1-64 MM 101 to I-40 MM 300, US64 Knightdale Byp. (MM420 to MM424)	22.0	137,000
I-540	Wake	NC54 (MM 69) to US401 (MM 16)	17.0	75,000
NC-540	Wake	Tri-Ex (MM 1 to MM 5) & MM 69 to MM 54	19.0	22,000
NC-540	Wake	US 1 (MM 98 to MM 89) Response Only	9.0	93,000
US64 Byp	Wake	US 64 Bypass from MM 424 (I-540) to MM 435 (NC96) Response Only	11.0	69,000
			0.0	
			0.0	
			0.0	
			0.0	
			0.0	
			0.0	
			0.0	
			0.0	
			0.0	
			0.0	
			0.0	
		Totals:	**148.0**	

Total Vehicles	17
# Annual Stops	20,600
Annual Miles Traveled	588,000
1st Shift	M-F; 5:30 am - 1:30 pm
2nd Shift	M-F; 12:30 pm - 8:30 pm Sun; 10:00 am - 6:00 pm, 1 vehicle
# Vehicles Patrolling by shift	1st - 6, 2nd - 6
# IMAP Signs	4

IMAP Routes - Division 7

Route	Patrol Times (include days if varied)	County	Patrol Limits Description (include mile markers)	C/L Route Mileage	Route AADT
US 29	5:30 am - 9:30 pm (M-F)	Guilford	I-40/85 (MM 0) to Eckerson Rd (MM 10)	10.0	63,000
I-40	5:30 am - 9:30 pm (M-F)	Forsyth	NC 66 (MM 203) to Guilford CL (MM 205)	2.0	60,000
I-40 Bus.	5:30 am - 9:30 pm (M-F)	Forsyth	NC 66 (MM 16) to Guilford CL (MM 17)	1.0	50,000
I-40	5:30 am - 9:30 pm (M-F)	Guilford	Forsyth CL (MM 205) to I-40/ I-85 Bus. Merge (MM 219)	14.0	115,000
I-40 Bus.	5:30 am - 9:30 pm (M-F)	Guilford	Forsyth CL. (MM 17) to I-40/I-40 Bus Split (MM 20)	3.0	50,000
I-85 Bus.	5:30 am - 9:30 pm (M-F)	Guilford	I-85 (MM 33) to I-40/I-85 Bus. Merge (MM 36)	3.0	44,000
I-40/I-85 Bus.	5:30 am - 9:30 pm (M-F)	Guilford	I-40/I-85 Bus. Merge (MM 219) to I-85/I-40 Split (MM 227)	9.0	125,000
I-85	5:30 am - 9:30 pm (M-F)	Guilford	I-85/I-73 Split (MM 121) to I-40/I-85 Merge (MM 131)	12.5	56,000
I-40/85	5:30 am - 9:30 pm (M-F)	Guilford	I-40/I-85 Merge (MM 131) to Alamance CL (MM 140)	9.0	112,000
I-40/85	5:30 am - 9:30 pm (M-F)	Alamance	Guilford CL (MM 140) to Orange CL (MM 155)	15.0	121,000
I-40/85	5:30 am - 9:30 pm (M-F)	Orange	Alamance CL (MM 155) to I-40/85 Split (MM 163)	8.0	96,000
Fut. I-840/I-73	5:30 am - 9:30 pm (M-F)	Guilford	I-40/Fut. I-840/I-73 Split (MM 1) to Bryan Blvd. (MM 3)	3.0	41,000
Fut. I-840	5:30 am - 9:30 pm (M-F)	Guilford	I-85/I-40 (MM 131) to US 70	2.0	16,000
I-73	5:30 am - 9:30 pm (M-F)	Guilford	I-40/I-73 Split (MM 103) to I-73/I-85 Split (MM 97)	6.0	38,000
I-85	5:30 am - 9:30 pm (M-F)	Guilford	I-85/I-40 Merge (MM 121) to US 311 (MM 111)	10.0	84,000
I-85	5:30 am - 9:30 pm (M-F)	Orange	I-40/I-85 Split (MM 163) to US 70 (MM 170)	7.0	43,000
I-40	5:30 am - 9:30 pm (M-F)	Orange	I-40/I-85 Split (MM 259) to 15-501 (MM 270)	11.0	74,000
				0.0	
				125.5	

Data for Div. 7 & 9

Total Vehicles	34
# Annual Stops	36,500
Annual Miles Traveled	1,248,906
1st Shift	6:00 am - 1:00 pm
2nd Shift	1:00 pm - 9:00 pm
# Vehicles Patrolling by shift	1st - 8, 2nd - 8
# IMAP Signs	12

IMAP Routes - Division 9

Route	Patrol Times (include days if varied)	County	Patrol Limits Description (include mile markers)	C/L Route Mileage	Route AADT
US 52	5:30 am - 9:30 pm (M-F)	Forsyth	S. Main St.(MM 103) to Westinghouse Rd. (MM 120)	17.0	90,000
US 421	5:30 am - 9:30 pm (M-F)	Forsyth	Shallowford Rd. (MM 246) to I-40 Bus.(MM 238)	8.0	55,000
I-40 Bus	5:30 am - 9:30 pm (M-F)	Forsyth	US 421/I-40 Bus. Split (MM 1) to Guilford CL (MM 17)	17.0	78,000
I-40 Bus	5:30 am - 9:30 pm (M-F)	Guilford	Guilford CL (MM 17) to I-40/I-40 Bus. Merge (MM 20)	3.0	50,000
I-40	5:30 am - 9:30 pm (M-F)	Davie	Forsyth CL (MM 181) to US 801 (MM 180)	1.0	51,000
I-40	5:30 am - 9:30 pm (M-F)	Forsyth	Forsyth CL (MM 181) to Guilford CL (MM 205)	24.0	103,000
I-40	5:30 am - 9:30 pm (M-F)	Guilford	Guilford CL (MM 205) to Sandy Ridge Rd. (MM 208)	3.0	109,000
I-85	5:30 am - 9:30 pm (M-F)	Davidson	Hopewell Ch. Rd. (MM 108) to Longs Ferry Rd. (MM 81)	27.0	64,000
I-85	5:30 am - 9:30 pm (M-F)	Rowan	Lane St. (MM 63) to NC 47 (MM 88)	25.0	75,000
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
			Totals:	**125.0**	

See Division 7 for vehicle information

IMAP Routes - Division 10

Route	Patrol Times (include days if varied)	County	Patrol Limits Description (include mile markers)	C/L Route Mileage: Normal Operations	C/L Route Mileage: Route AADT	C/L Route Mileage:
I-85	0530-2100 MF	Gaston	mm17-27	10.0	127,000	
I-85	0530-2100 MF	Mecklenburg	mm 27-48	21.0	168,000	
I-85	0530-2100 MF	Cabarrus	mm 48-63	15.0	110,000	
I-77	0530-2100 MF	Mecklenburg	mm 0-31	30.0	179,000	
			Totals:	**76.0**		

Data for Div. 10 & 12

Total Vehicles	15
# Annual Stops	29,300
Annual Miles Traveled	?
1st Shift	M-F; 5:30 am - 1:30 pm
2nd Shift	M-F; 1:15 pm - 9:15 pm
# Vehicles Patrolling by shift	1st - 6, 2nd - 6
# IMAP Signs	4

IMAP Routes - Division 12

Route	Patrol Times (include days if varied)	County	Patrol Limits Description (include mile markers)	C/L Route Mileage	Route AADT
I-40	0530-2100 MF	Iredell	151-154	3.0	57,000
I-77	0530-2100 MF	Iredell	30-54	24.0	93,000
	See Div10 for Gaston and Cleveland				
	Third shift may be added to assist I-40/I-77 workzone				
			Totals:	**27.0**	

See Division 10 for vehicle information

IMAP Routes - Division 13

Route	Patrol Times (include days if varied)	County	Patrol Limits Description (include mile markers)	C/L Route Mileage	Route AADT
	M-F 7:00 am - 6:30 pm	Buncombe	I-26 from Henderson County Line to Exit 18 (Monticello Rd.), I-40 from Exit 44-55, I-240 from MM 0-9	76.0	80,000.0
				0.0	0.0
	Selected Weekends	Buncombe	Same as above	0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
				0.0	0.0
			Totals:	**76.0**	

Total Vehicles	5
# Annual Stops	3,500
Annual Miles Traveled	240,000
1st Shift	M-F; 7:00 am - 3:00 pm (1 driver)
2nd Shift	M-F; 10:30 pm - 6:30 pm (2 drivers)
# Vehicles Patrolling by shift	1/2 per shift
# IMAP Signs	10

IMAP Routes - Division 14

Route	Patrol Times (include days if varied)	County	Patrol Limits Description (include mile markers)	C/L Route Mileage	Route AADT
I-40	6:00pm - 6:00am, 7 days/wk	Haywood	TN State Line to Exit 20	20.0	26,000
I-40	6:00am - 8:00pm, 7 days/wk	Haywood	Exit 20 to Exit 27, Response Only; Exit 27 to Exit 37 Normal Patrol	17.0	53,000
US 74	24/7 Response Only	Haywood	I-40 to MM 93.7	13.3	43,000
US 19	24/7 Response Only	Haywood	US 74 Exit 103 to US 276	4.0	16,000
US 276	24/7 Response Only	Haywood	US 19 to I-40	5.0	7,800
I-26	11:00am - 7:00pm W-Sun	Henderson	Buncombe County Line to Exit 54	14.0	80,000
I-26	Response Only	Henderson	Exit 54 to SC Line	17.0	47,000
US 25	Response Only	Henderson	Exit 54 I-26 to SC Line	7.0	14,000
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
				0.0	
			Totals:	**97.3**	

Total Vehicles	5
# Annual Stops	6,100
Annual Miles Traveled	325,000
# Vehicles Patrolling by shift	Haywood Co.: 12 pm – 12 am (2 trucks), except on Fridays, which is 12 pm – 10 pm (1 truck) and 2 pm – 12 am (1 truck) Henderson Co.: 1 truck
# IMAP Signs	4

EXHIBIT B

IMAP
INCIDENT MANAGEMENT PATROL
38”
96”
274”

IMAP
DIV 5
INCIDENT MANAGEMENT PATROL

FREQUENT SUDDEN STOPS
PP-1443

IMAP
Ford
NORTH CAROLINA
HIGHWAY PATROL

		Truck Count by Division						
Photo #	**Truck Type**	**3**	**5**	**7 & 9**	**10 & 12**	**13**	**14**	**Total**
1	F-250, F-350 Extended Cab w/ Utility Body (Patrol)	4	11	0	15	5	0	35
2	F-350 Extended Cab Fleetside (Spare for Patrol)	0	6	26	0	0	0	32
3	F-450 Crew Cab w/ Utility Body (Patrol)	0	0	0	0	0	4	4
4	F-250 Crew Cab Fleetside (Supervisor)	0	0	7	0	0	1	8
5	F-150 Crew Cab Fleetside w/ Camper shell	0	0	1	0	0	0	1
	Totals:	**4**	**17**	**34**	**15**	**5**	**5**	**80**

Notes:

D3 - 2 trucks are full time and 2 are spares

D5 - the 6 fleetside trucks are primarily utilized as spares

D7&9 - 10 F-350 and 3 F-250 may be turned in or utilized as spares

D13 - 2 trucks are full time and 3 are spares

IMAP Decal Specifications

Decal Name	Part Number	Manufacturer	Details	Size	Location	Notes
Side stripe Blue	V92DBOULK01	Retro reflective	Blue Conspicuity. Day bright Cube Micro prism	3 inch	Left / Right Side Stripe	75 Coefficient of Retro reflection (candelas/lux/square meters)
Side stripe Red	V92DBORLK01	Retro reflective	Red Conspicuity. Day bright Cube Micro prism	3 inch	Rear Caution	75 Coefficient of Retro reflection (candelas/lux/square meters)
Side stripe White	V92DBOULK01	Retro reflective	White Conspicuity. Day bright Cube Micro prism	1 inch	Left / Right Side Stripe	460 Coefficient of Retro reflection (candelas/lux/square meters)
Side stripe Red	V92DB-R-1	Retro reflective	Red Conspicuity. Day bright Cube Micro prism	1 inch	Left / Right Side Stripe	75 Coefficient of Retro reflection (candelas/lux/square meters)
IMAP	45002415005	Arlon	Blue Satin Calendared Film	6.5" X17"	Hood	60 Coefficient of Retro reflection (candelas/lux/square meters)
Incident Management Patrol	45002415005	Arlon	Blue Satin Calendared Film	6" x 68"	Base of Door	60 Coefficient of Retro reflection (candelas/lux/square meters)
Triskelion Division Of Highways	136000685	3M Scotchlite	Reflective white	7.25" Round 15.25" x 3.125"	Left / Right side door	(DOC) Screen Printed 5" Triskelion in Reflective Red Blue Reflective 1/2" Letters Over 5.5" State Outlined In Reflective Blue Lettering Reflective Blue 1" / Reflective Red Border
Incident Management Assistance	136010000	3M Scotchlite	Reflective white	8" x 22"	Left / Right Side / Sign Board	(DOC) Screen printed 5.5" Block Lettering (IMAP) Reflective Blue Incident Management Patrol Block Letting .75" Blue Reflective 6" Triangle Reflective Blue with 3" Red Image
Sign Caution / Sudden Stops	155031689	3M Scotchlite	High Intensity Red with High Intensity White Letters	8" x 65"	Sign Board	(DOC) Sign Shop
NC Transportation Crime Watch	136000380	3M Scotchlite	Non-Reflective white	6" x 7"	Left /Right Side Rear Of Front Fender	(DOC) Screen Print Reflective Blue on Reflective white Background. Black Lettering
Operators Check List	136000385	3M Scotchlite	Micro prismatic Reflective White	4.5" X 5.5"	Drivers Door	(DOC) Screen Printed Black And Red Lettering
Caution Have You Checked To Rear	136000150	3M Scotchlite	Micro prismatic Reflective Yellow	3" X 5"	Drivers Door	(DOC) Screen Print Caution 1.25" Black Print .5" Block Text In Black
Fire Extinguisher Inside	136000290	3M Scotchlite	High Intensity Red with High Intensity White Letters	3.5" X 2.75"	Drivers Door	(DOC) Reflective Red with White Lettering
Diesel Fuel Only	136000425		Reflective white	8" X 2"		Reflective Red 1" Block Letters.
Manufacturer Warning Decal	Supplied with Product	Preview	White Vinyl with Writing	5" X 7"	Bumper Center	Warning decal stay back 15 feet. Red Warning with Black Print.

Product

Reflexite® V92 Daybright® Conspicuity Sheeting is a tough, weather and solvent resistant microprismatic retroreflective sheeting designed for rugged outdoor use on the sides and rear of trucks, trailers, school buses, farm equipment, automobiles and all types of mobile and industrial equipment.

Construction

Reflexite Daybright V92 Conspicuity Sheeting is composed of cube corner (microprism) retroreflective elements integrally bonded to a flexible, smooth-surfaced, tough and weather resistant UV stabilized polymeric film. The prism surfaces are coated with a vacuum deposition of aluminum to provide a mirror surface to the prism facets. The resulting tape is not more than 0.008 inch thick and comes with an aggressive high-tack pressure sensitive adhesive.

Color

Reflexite V92 Daybright Conspicuity Sheeting is available in white, gold, yellow, orange, red, green, and blue colors featuring Reflexite Daybright technology – providing brighter, more vivid daytime colors than previously available in metalized microprism sheeting. The colors conform to the requirements in Table 1 when tested in accordance with ASTM practices E308 and E1164 and standards E1347 and E1349. The measured values are the average of eight readings. The test sample is rotated 45° about its own axis after each reading.

Reflectivity

Reflexite V92 Daybright® Conspicuity Sheeting shall meet or exceed the minimum coefficient of retroreflection shown in Table 2. The sheeting shall be measured in accordance with ASTM E810. Rotation angles of 0° and 90° are measured and averaged.

Adhesive

The adhesive is protected by a release liner that shall be removed by peeling, without soaking in water or other solvents. The adhesive produces a bond such that a one-inch wide strip shall support a 1-3/4 pound weight for five minutes without the strip peeling a distance of more than two inches when applied to a smooth aluminum panel as specified in the ASTM D4956 adhesion test.

Application Instructions

Material must be applied when the air and surface temperature is 50°F-100°F. Use a clean towel and Isopropyl alcohol, or similar, to wipe the surface before application. If any air bubbles are trapped, use a pin to puncture the bubble and a squeegee to push the air towards the pin hole.

Impact Resistance

Following application to a smooth surface aluminum rectangle, 0.020 inch by 3 inch by 6 inch, the specimen is conditioned for 24 hours at 72°F and 50% relative humidity. The sheeting shall show no cracking when the face of the panel is subjected to an impact of a two pound weight with a 5/8 inch rounded tip dropped from a 100 inch pound setting on a Gardner variable impact tester, IG-1120.

Shrinkage

A 9 inch by 9 inch specimen of the sheeting with liner is conditioned a minimum of one hour at 72°F and 50% relative humidity. The liner is then removed and the specimen is placed on a flat surface with the adhesive side up. Ten minutes after the liner is removed and again after 24 hours, the specimen is measured to determine the amount of dimensional change.

The specimen will not shrink in any dimension more than 1/32 inch in 10 minutes and 1/8 inch in 24 hours.

Flexibility

The sheeting is conditioned for 24 hours at 72°F and 50% relative humidity. The release liner is removed and the sheeting is sufficiently flexible to show no cracking when bent in one second's time around a 1/8-inch diameter mandrel with the adhesive contacting the mandrel.

Solvent Resistance

Reflexite V92 Conspicuity Material meets the requirements of LS-300C solvent resistance, section 3.6.7, when tested as specified in Table VI, test method 4.4.6.

Specular Gloss

ORAFOL Reflective Solutions Americas
120 Darling Drive, Avon CT, 06001
Tel. 860.676.7100 · Fax 860.676.7199
reflective-americas@orafol.com · www.orafol.com

The sheeting shall have a specular gloss of not less than 40 when tested in accordance with ASTM method D523 at an angle of 85°.

Table 1
Color Specification Limits

Color	1		2		3		4		Reflectance Y	
	x	y	x	y	x	Y	x	y	Min.	Max.
White	0.303	0.300	0.368	0.366	0.340	0.393	0.274	0.329	15.0	----
Gold	0.375	0.405	0.405	0.445	0.438	0.412	0.399	0.381	18.0	30.0
Yellow	0.498	0.412	0.557	0.442	0.479	0.520	0.438	0.472	12.0	30.0
Orange	0.558	0.352	0.636	0.364	0.570	0.429	0.506	0.404	7.0	25.0
Red	0.648	0.351	0.735	0.265	0.629	0.281	0.565	0.346	2.5	11.0
Green	0.026	0.399	0.166	0.364	0.286	0.446	0.207	0.771	2.5	11.0
Blue	0.140	0.035	0.244	0.210	0.190	0.255	0.065	0.216	1.0	10.0

* The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with CIE Standard Illuminant D_{65}.

Table 2
Coefficient of Retroreflection (R')

Observation Angle	Entrance Angle	White	Gold	Yellow	Orange	Red	Green	Blue
.2°	-4°	460	425	310	185	75	75	35
.2°	30°	250	230	165	100	60	60	20
.5°	-4°	100	90	70	40	25	25	10
.5°	30°	65	60	45	25	15	15	5

*Candelas/Lux/Square Meter
** Reflexite V92 Daybright® fully meets or exceeds the requirements of ASTM D4956 Type V sheeting.

Film Logo Pattern

Warranty

Reflexite® V92 Daybright® has a 5 year warranty. Please contact Reflexite for full details.

IMPORTANT NOTICE
All Reflexite® and Oralite® products are subject to careful quality control throughout the manufacturing process and are warranted to be of merchantable quality and free from manufacturing defects. Published information concerning Reflexite® and Oralite® products is based upon research which the Company believes to be reliable although such information does not constitute a warranty. Because of the variety of uses of Reflexite and Oralite® products and the continuing development of new applications, the purchaser should carefully consider the suitability and performance of the product for each intended use, and the purchaser shall assume all risks regarding such use. All specifications are subject to change without prior notice.

ORAFOL Reflective Solutions Americas
120 Darling Drive, Avon CT, 06001
Tel. 860.676.7100 · Fax 860.676.7199
reflective-americas@orafol.com · www.orafol.com

EXHIBIT C

Sponsorship Sign Design

SIGN NUMBER: 3
TYPE: B
QUANTITY: 1

SIGN WIDTH: 6′-0″
HEIGHT: 4′-0″
TOTAL AREA: 24.0 Sq.Ft.

BORDER TYPE: FLUSH
RECESS: 0″
WIDTH: 0.75″
RADII: 6″

NO. Z BARS: 2
LENGTH: 64.0

BACKG COLOR: Blue
COPY COLOR: White

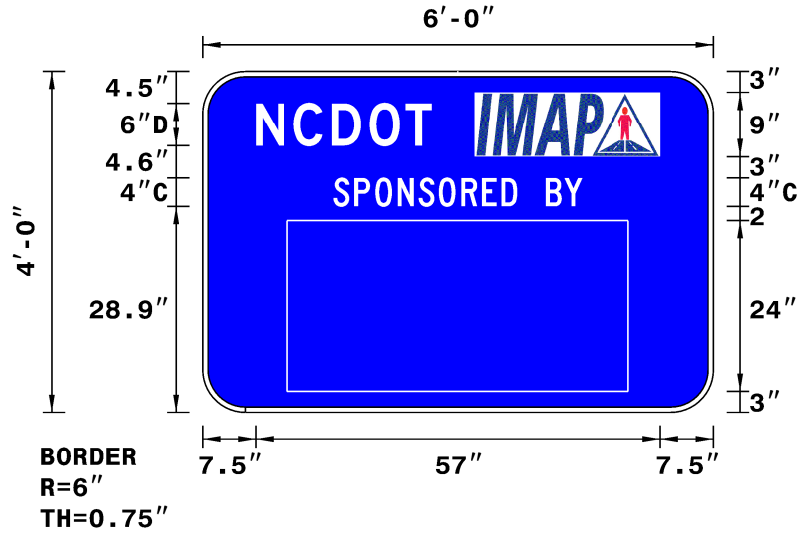
SYMBOL	X	Y	WID	HT
IMAP SYMBOL	38.3	35.9	26.2	9.1
SPONSOR LOGO	12	2.9	48	24

MAT′L: 0.125″ (3.2 mm) ALUMINUM

DESIGN BY: MT
CHECKED BY:
PROJECT ID:
DIV:
Sep 04, 2014

USE NOTES: 1,2

1. Legend and border(except those that are colored black) shall be direct applied Grade C sheeting.
2. Background shall be Grade C reflective sheeting.



Spacing Factor is 1 unless specified otherwise

LETTER POSITIONS

Letter spacings are to start of next letter

																											Series/Size Text Length
		N	C	D	O	T																					D 2000
	7.5	5.4	5.4	5.3	5	3.7	39.7																				24.8
		S	P	O	N	S	O	R	E	D		B	Y														C 2000
	18.5	2.9	3	3.2	2.9	2.8	3.2	2.9	2.7	2.2	4	2.6	2.6	18.5													35

FILENAME: Roadside Assistance_Sponsored By

NORTH CAROLINA D.O.T. SIGN DETAIL

SIGN NUMBER: name
TYPE: B
QUANTITY: 1

SIGN WIDTH: 12′-0″
HEIGHT: 4′-6″
TOTAL AREA: 54.0 Sq.Ft.

BORDER TYPE: FLUSH
RECESS: 0″
WIDTH: 1.5″
RADII: 6″

NO. Z BARS: 2
LENGTH: 136.0

BACKG COLOR: Blue
COPY COLOR: White

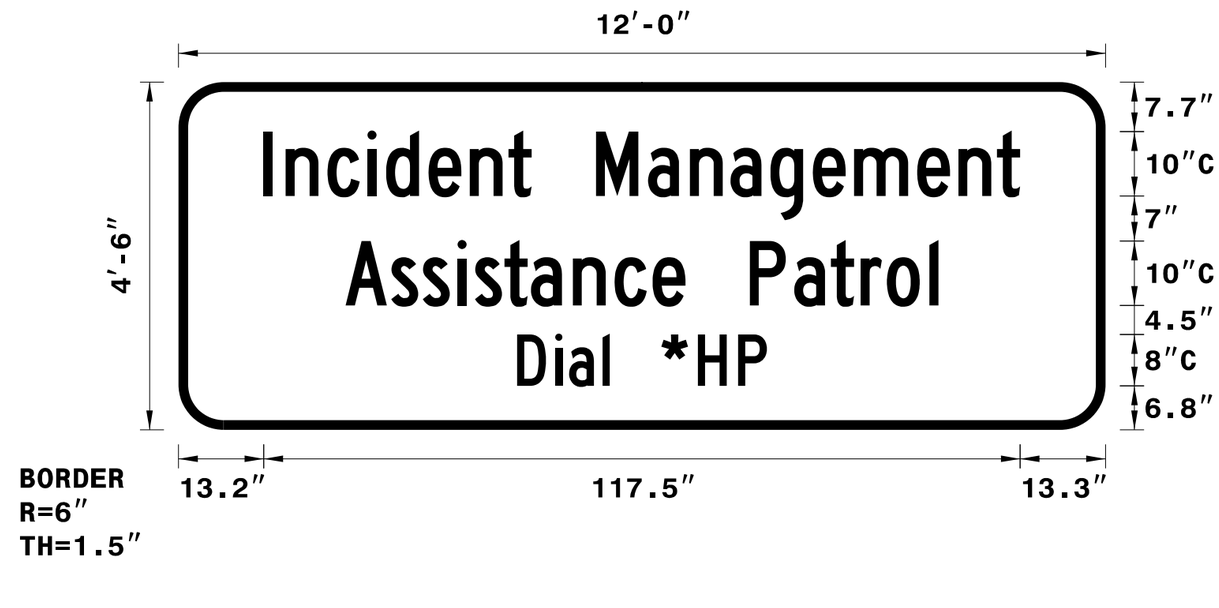
SYMBOL	X	Y	WID	HT

MAT′L: 0.125″ (3.2 mm) ALUMINUM

DESIGN BY: none
PROJECT ID: ID
CHECKED BY:
DIV: DIV
Oct 24, 2014

USE NOTES: 1,2

1. Legend and border(except those that are colored black) shall be direct applied Grade C sheeting.
2. Background shall be Grade C reflective sheeting.



Spacing Factor is 1 unless specified otherwise

LETTER POSITIONS

Letter spacings are to start of next letter

																											Series/Size Text Length
		I	n	c	i	d	e	n	t		M	a	n	a	g	e	m	e	n	t								C 2000
	13.2	3.4	6.5	6.2	2.9	6.6	6.4	6	3.6	10	8.1	6.5	6.3	6.2	6.6	6.4	9.8	6.4	6	3.6	13.3							117.5
		A	s	s	i	s	t	a	n	c	e		P	a	t	r	o	l										C 2000
	25.9	7.1	4.9	5.4	2.7	4.6	4.1	6.5	6.5	5.9	5.1	10	6.9	5.7	4.6	4.1	6.6	1.4	26									92.1
		D	i	a	l		*	H	P																			C 2000
	52.6	5.9	2.2	5.2	1.1	8	5.7	6.2	4.5	52.6																		38.8

FILENAME: INCIDENT MANA_Sgn_SGN_1

NORTH CAROLINA D.O.T. SIGN DETAIL

SIGN NUMBER: name
TYPE: A
QUANTITY: 1

SIGN WIDTH: 12′-0″
HEIGHT: 2′-0″
TOTAL AREA: 24.0 Sq.Ft.

BORDER TYPE: FLUSH
RECESS: 0″
WIDTH: 1.25″
RADII: 3″

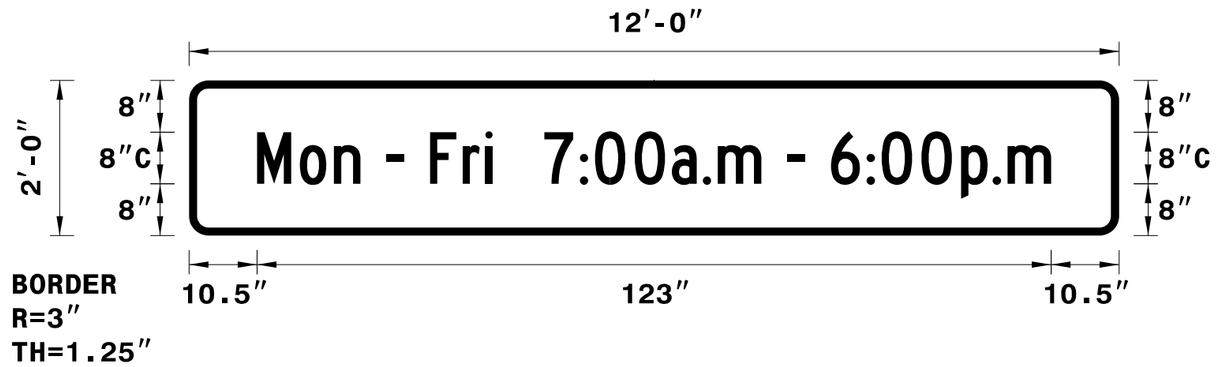
NO. Z BARS: 2
LENGTH: 136.0

BACKG COLOR: Blue
COPY COLOR: White

SYMBOL	X	Y	WID	HT

MAT′L: 0.125″ (3.2 mm) ALUMINUM

DESIGN BY: none
PROJECT ID: ID
CHECKED BY:
DIV: DIV
Oct 27, 2014



USE NOTES: 1,2

1. Legend and border(except those that are colored black) shall be direct applied Grade C sheeting.
2. Background shall be Grade C reflective sheeting.

Spacing Factor is 1 unless specified otherwise

LETTER POSITIONS

Letter spacings are to start of next letter

Series/Size
Text Length

		M	o	n		-		F	r	i		7	:	0	0	a	.	m		-		6	:	0	0	p	.	m		C 2000
	10.5	6.6	5.3	4.1	4	2.8	4	5	3.5	1.1	8	5.5	2.3	6.2	5.8	4.8	2.3	6.7	4	2.8	4	5.5	2.3	6.2	6.2	4.9	2.3	6.7	10.5	123

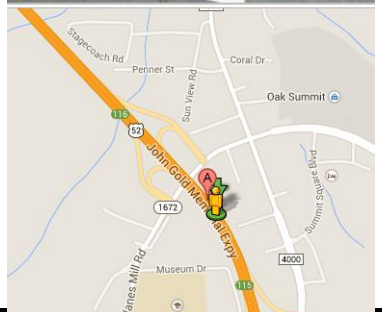
FILENAME: INCIDENT MANA_Sgn_SGN_1

NORTH CAROLINA D.O.T. SIGN DETAIL

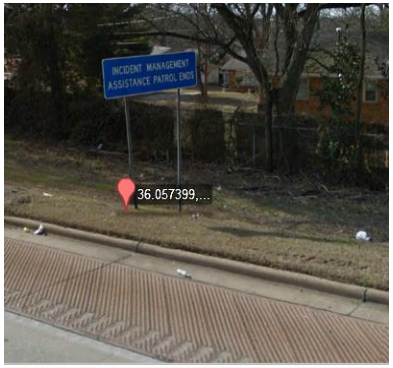
EXISTING NCDOT IMAP SIGNS & LOCATION					
Division	**Region**	**County**	**Route**	**MM**	**Direction**
5	Triangle	Durham	I-40	MM278	EB
5	Triangle	Durham	I-40	MM280	EB
5	Triangle	Granville	I-85	MM186	SB
5	Triangle	Orange	I-85	MM170	NB
5	Triangle	Wake	I-40	MM285	EB
5	Triangle	Wake	I-40	MM288	EB
5	Triangle	Wake	I-40	MM280	WB
5	Triangle	Wake	I-40	MM286	WB
5	Triangle	Wake	Wade Ave.	Outbound	After I-440
7	Triad	Guilford	I-40	221	EB
7	Triad	Guilford	I-40	214	WB
9	Triad	Forsyth	US-52	115	NB
9	Triad	Forsyth	US-52	106	SB
9	Triad	Forsyth	I-40	188	WB
9	Triad	Forsyth	US-421	240	NB
9	Triad	Forsyth	US-52	116	SB
9	Triad	Forsyth	US-421	240	SB
9	Triad	Forsyth	I-40	188	EB
9	Triad	Forsyth	I-40	196	EB
9	Triad	Forsyth	I-40	196	WB
9	Metrolina	Iredell	I-77	MM54	SB
10	Metrolina	Mecklenburg	I-77	MM4	SB
10	Metrolina	Mecklenburg	I-77	MM8	SB
10	Metrolina	Mecklenburg	I-77	MM12	SB
10	Metrolina	Mecklenburg	I-77	MM1	NB
10	Metrolina	Mecklenburg	I-77	MM3	NB
13	Mountain	Buncombe	I-40	MM 44	EB
13	Mountain	Buncombe	I-40	MM55	WB
13	Mountain	Buncombe	I-240	MM8	WB
13	Mountain	Buncombe	I-240	MM3	EB
13	Mountain	Buncombe	I-26	MM18	EB
14	Mountain	Haywood	I-40	Stateline	EB
14	Mountain	Haywood	I-26	Buncombe-Henderson CL	EB
14	Mountain	Haywood	I-40	Buncombe-Henderson CL	WB
14	Mountain	Haywood	I-26	Exit 54	WB

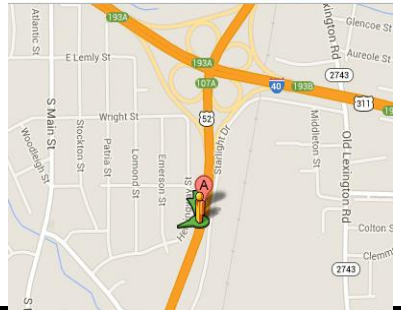
INCIDENT MANAGEMENT ASSISTANCE PATROL ENDS

US-52 NB mm 116

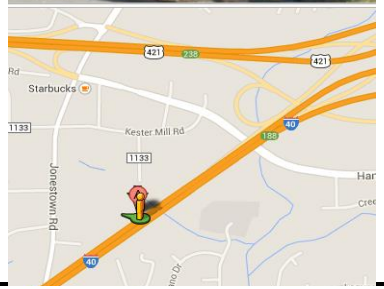


US-52 SB mm 106

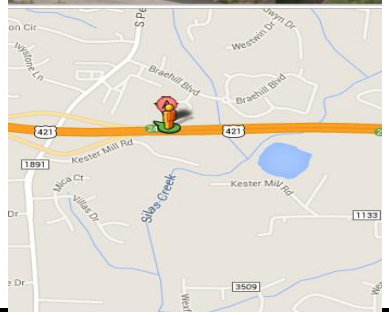




I-40 WB mm 188

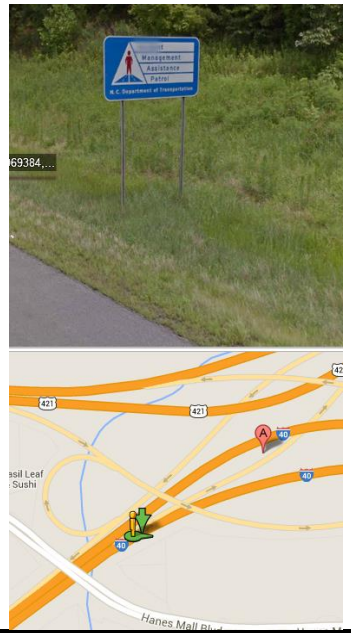


US-421 NB mm 240

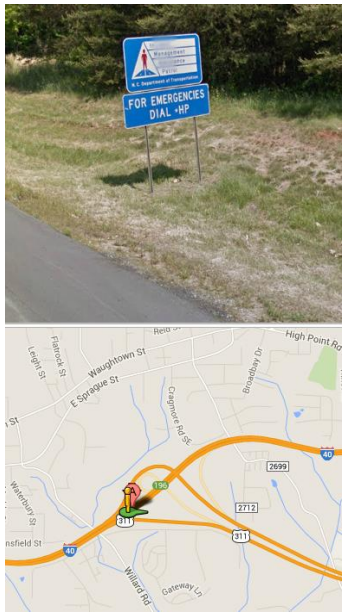


INCIDENT MANAGEMENT ASSISTANCE PATROL & MOTORIST ASSISTANCE PATROL

I-40 EB mm 188



I-40 EB mm 196



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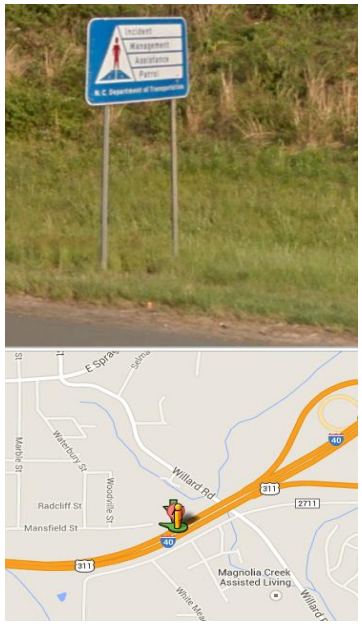
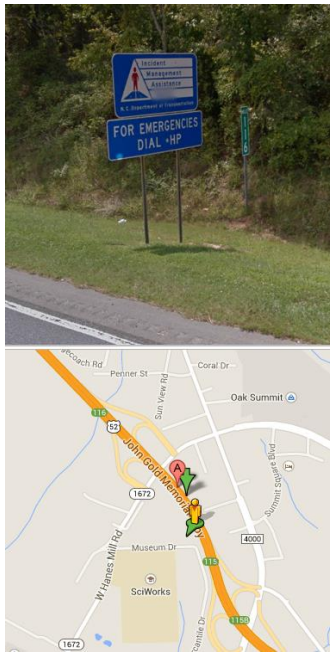
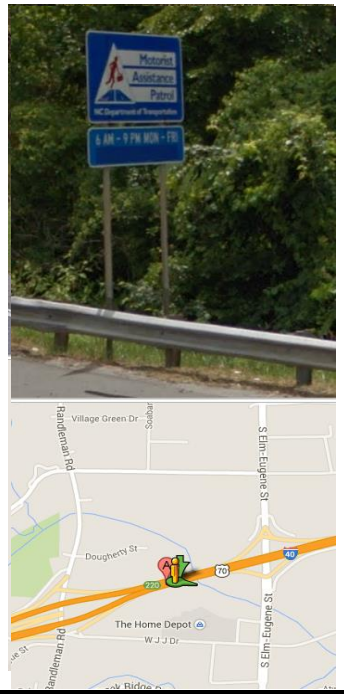


US-52 SB mm 116



I-40 EB mm 221



I-40 WB mm 215

US-421 SB mm 240

ASHEVILLE

Incident
Management
Assistance
Patrol
N.C. Department of Transportation
7:00 AM - 6:30 PM
MON - FRI

HAYWOOD

Incident
Management
Assistance
Patrol
N.C. Department of Transportation

Incident
Management
Assistance
Patrol
N.C. Department of Transportation
M-F 10:30AM-6:30PM

Motorist
Assistance
Patrol
NC Department of Transportation
FOR EMERGENCIES
DIAL *HP
FOOD - EXIT

TRIANGLE

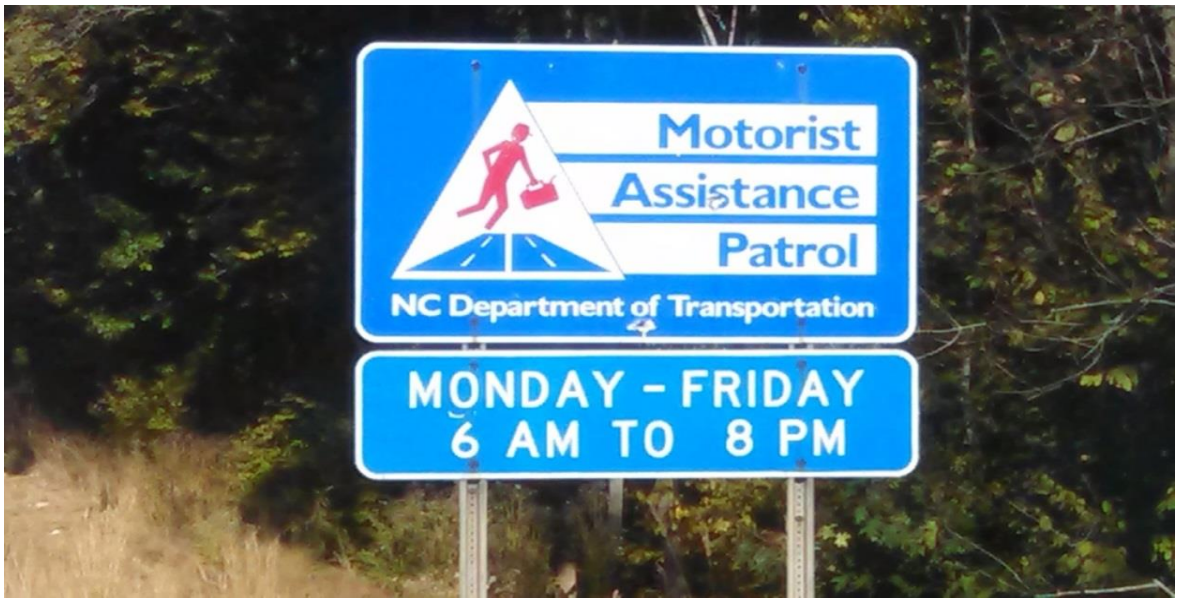

Motorist
Assistance
Patrol
NC Department of Transportation
MONDAY - FRIDAY
6 AM TO 8 PM

EXHIBIT D

Description:

Become familiar with the guidelines that comprise the dress code for all IMAP drivers as well as details related to the IMAP uniform and its care.

Objectives:

- Learn about the various parts of the IMAP driver uniform
- Become familiar with additional IMAP apparel for normal wear & adverse weather
- Understand the primary dress code guidelines and expectations for driver appearance
- Become familiar with the guidelines & process for proper care and replacement of IMAP uniforms

Audience: IMAP Drivers

Duration of Training: 1 hour

Prerequisite Knowledge: Before participating in this course, trainees should complete the following courses and review supporting documents;

- IMAP Standard Operating Procedures (SOP)
- GE-100: General Rules & Guidelines

Parts of the IMAP Uniform:

Objective: Learn about the various parts of the IMAP driver uniform

Critical Knowledge:

- **Uniform items that MUST be worn at all times while on duty include:**
  - Red IMAP Shirt
  - Black Cargo Pants
  - Black/Brown Steel-toed Boots
  - NCDOT Employee Badge
  - **Other items may be added as needed** (e.g. reflective vest, caps, portable radio, etc.)

- **All IMAP drivers are issued:**
  - 10 Shirts*
  - 2 Sweatshirts
  - 5 Pairs of Black Cargo Pants
  - Black/Brown Steel-toed Boots**
  - 2 Summer Caps
  - 2 Winter Caps
  - 1 Toboggan
  - 1 Lightweight Coat
  - 1 Winter Coat

- **Additional items issued as needed:**
  - Reflective Vest and other PPE
  - Rain Gear
  - Winter Gear
  - Flashlight
  - Portable Radio
  - Cell/Direct Connect Phone

IMAP Uniform Logos
(top to bottom):
- IMAP logo; Hat
- Incident Management logo; Left shoulder
- IMAP logo; Right shoulder
- NC State Flag; Left sleeve

*Driver may choose any combination of long and short sleeve shirts

**Drivers may be reimbursed for the purchase of their steel-toed boots

Additional IMAP Apparel:

Objective: Become familiar with additional IMAP apparel* for normal wear & adverse weather

Critical Knowledge:

- **A –** IMAP Uniform & Reflective Vest
- **B –** IMAP Uniform & Lightweight Coat
- **C –** IMAP Uniform, Winter Coat, Toboggan, & Gloves
- **D –** IMAP Uniform & Waterproof Rain Gear

*Some additional IMAP apparel (e.g. Winter Coat & Rain Gear) may differ in appearance by Region

IMAP Dress Code Guidelines:

Objective: Understand the primary dress code guidelines and expectations for driver appearance.

Critical Knowledge:

- The complete IMAP uniform must be worn at all times while on duty
- DO NOT wear the uniform while off duty unless traveling to/from work
- Drivers must wear the uniforms/apparel provided – No alterations or substitutions are allowed
- Steel-toed boots must be black or brown and kept in good condition
- Drivers must wear their NCDOT employee badge at all times while on duty
- All IMAP drivers must project a professional image for our customers, the motoring public, and the community
    - A neat, clean appearance must be maintained at all times
    - Uniforms/apparel must be clean & in good condition when worn
    - Torn, dirty or frayed clothing should be replaced
    - Shirts must be ironed and tucked into pants
    - Pants must be worn at the waist
    - Facial hair must be trimmed and groomed
    - Long hair must be pulled back & off the shoulder to prevent injury
    - Jewelry, makeup, and perfume/cologne should be in good taste
- Dress code violations are determined at the discretion of the IMAP Supervisor
    - Dress code violations may result in disciplinary action
    - Drivers in violation may be sent home to change into proper attire

Care & Replacement of IMAP Uniform:

Objective: Become familiar with the guidelines & process for proper care and replacement of IMAP uniforms

Critical Knowledge:

Uniform Care:

- All IMAP drivers are responsible for cleaning their own uniforms – No cleaning allowance will be provided
- All uniforms and other apparel must be cleaned according to manufactures specifications
- Additional apparel (e.g. Winter Coat & Rain Gear) should be cleaned and dried off between each use
- Additional apparel kept on-hand should be folded/hung properly to preserve a neat appearance when they are worn

Uniform Replacements:

- New IMAP uniforms/apparel are issued to drivers;
  - After initial training is complete
  - On an as needed basis to replace damaged uniforms
- Damaged uniforms/apparel may be replaced when needed
  - Drivers should notify supervisor of damage within 24 hours
  - Damaged uniforms/apparel will NOT be replaced until returned
- All uniforms/apparel must be returned to supervisor upon separation from the IMAP program

Operator and IMAP
Uniform Purchasing Guidelines

Purpose:

These guidelines for uniforms are provided to ensure understanding and consistency amongst all of NCDOT and its contract employees in regards to the acquisition of Traffic Operations Uniforms.

General Notes:

- In general, to be eligible for uniforms, employees must work out of a Transportation Management Center (TMC), Statewide Transportation Operations Center (STOC), or be employed within the Incident Management Assistance Patrol (IMAP).
- NCDOT employees that are not directly employed as either a control room or IMAP staff may be eligible for a limited number of uniforms if they represent either group in an official capacity in meetings or other DOT related business. If there are questions as to who qualifies for uniforms, please consult with the Traffic Systems Operations Unit.
- Employees are responsible for cleaning their own uniforms in accordance with the manufacturer's specifications. No cleaning allowance will be provided.
- Uniforms should be worn in a neat fashion. Shirts should be ironed and tucked in the pants and pants should be pulled up to the waist.
- Uniforms are not to be worn when off duty except when traveling to and from work.
- All Uniforms are to be returned to the employee's supervisor upon separation from employment.
- If uniforms are damaged, the employee must notify the supervisor within as soon a possible. Damaged uniforms will not be replaced until they are returned.

Frequency:

Under normal circumstances, uniforms may be ordered on an as needed basis once per year, up to the maximum allowed quantities as designated by job position and responsibility as described below. Employees should request new uniforms to replace worn out or damaged uniforms. Employees should not order uniforms simply because they are eligible to do so in an effort to be good stewards of the limited funding available for Traffic Operations. Supervisors should take an active role in ensuring that uniforms are only ordered on an as needed basis.

At the supervisor's discretion, uniforms may be ordered more frequently if needed due to damage incurred in the line of work.

Quantities:

The number and type of uniform items that can be ordered for an employee varies according to the employee's position and duties. For example, Operators who work inside will not be provided an allowance for winter coats. Below are the approved items and annual quantities based upon employee position. Again, items should only be ordered on an **AS NEEDED** basis.

IMAP Staff

These are positions that are in the field on a daily basis.

- 10 shirts (any combination of long and short sleeve),
- 2 sweatshirts
- 5 pairs of pants
- 2 summer caps
- 2 winter caps
- 1 toboggan
- 1 lightweight coat
- 1 winter coat

Control Room Operators

These are positions that are in the office and are required to wear uniforms on a daily basis.

The embroidered logo for the left chest of these shirts may have STOC, METROLINA or TRIAD on them (see below for example).

- 7 shirts (any combination of long, short sleeve, or sweatshirt)

Field/Office Staff

These are positions that work in between the field and the office and work with other agency partners on a daily basis (i.e. Incident Management Engineers, Incident Response Specialist, Statewide and Regional IM Coordinators)

The embroidered logo for the left chest of these shirts may have the NCDOT title on them (see below for example).

- 8 shirts (any combination of long and short sleeve)
- 5 pairs of pants
- 1 light weight jacket
- 1 summer caps
- 1 winter caps

Office Staff (uniforms needed for special occasions, but not daily)

The embroidered logo for the left chest of these shirts may have STOC, METROLINA or TRIAD on them (see below for example).

- 3 shirts (any combination of long and short sleeve)

Other Staff

These positions include other employees who may or may not work directly in a TMC or IMAP but represent one of these two entities on occasion in meetings or other functions (i.e. State Traffic Engineer, Division Operations Engineer, Division Traffic Engineer, etc.)

The embroidered logo for the left chest of these shirts may have NCDOT, STOC, METROLINA or TRIAD on them (see below for example).

- 1 shirt (may be long or short sleeve)

Titles:

In an effort to maintain consistency across the state, no titles may be placed upon an IMAP, Operator or other uniform except for those listed below. If there is a need for additional titles outside of the provided list, please coordinate with the Traffic Systems Operations Unit.

<u>Approved Titles:</u>

Division Engineer	State Traffic Engineer
Division Incident Management Engineer	State Traffic Operations Engineer
Division Operations Engineer	Supervisor
Deputy Traffic Engineer	Technician
Incident Management Engineer	TMC Manager
Incident Response Specialist	Traffic Engineer
Operator	Traffic Operations and Incident Management Engineer
Project Manager	Traffic Operations Engineer
Regional ITS Engineer	Trainer
Regional Traffic Operations Engineer	Training Coordinator
State Incident Management Coordinator	Training Specialist
State Systems Operations Engineer	

Field/Office Staff Logo:

Operator & Office Staff Logos:

NCDOT IMAP Uniform Specifications

Note: All items should be machine washable and laundry friendly. Fit for men's sizes should be true to size. Fit for women's sizes should be "women's fit" or "fitted" if available.

Men sizes ranging from: regular sizes: small – 4XL; tall sizes: large – 6XL
Women sizes ranging from: regular sizes: small – 5XL

1. Special Ops Pants – Summer Weight

Belt Loops

- ¾" Wide with Four Rows of Top-Stitching
- The top Belt Loop Portion is inserted into the Top of the Waistband and the Bottom Portion of the Belt Loop is Bartacked to the Pant.

Material

- 65% Cotton/35% Polyester

Closure

- YKK®, Self-Locking Brass Zipper
- Modified French-Fly Tab

Features

- Modern Technical Appearance
- Double-Layer Fabric Across Seat Area and Knees
- Bartacks at all Stress Points
- Color Rentention
- Double-Needle Topstitching Throughout
- Straight leg cut

Color

- Black

Pocket

- Quarter-Top Front Pockets with Interior Zippered Security Pockets
- Deep, Single-Welt Back Hip Pockets with Mitered Hook & Loop Pocket-Flaps.
- Left Pant Leg Outseam has a Concealed Zippered Calf Pocket
- Left and Right Side Four-Entry Cargo Pockets
- Two Long Narrow Front-Entry
- Interior Cargo Pocket Entry
- Interior Stretch-Mesh Evidence Pocket

Waistband

- Split-Top, Jean-Style Waistband with Minimal Side Elastic

Sizes

- Men's – Waist: 28-54, Inseam:30-39
- Women's – 2-24

2. Special Ops Pants – Winter Weight

Belt Loops

- ¾" Wide with Four Rows of Top-Stitching
- The top Belt Loop Portion is Inserted into the Top of the Waistband and the Bottom Portion of the Belt Loop is Bartacked to the Pant.

Material

- 100% Cotton

Closure

- YKK®, Self-Locking Brass Zipper
- Modified French-Fly Tab

Features

- Modern Technical Appearance
- Double-Layer Fabric Across Seat Area and Knees
- Bartacks at all Stress Points
- Color Rentention
- Double-Needle Topstitching Throughout
- Straight leg cut

Color

- Black

Pocket

- Quarter-Top Front Pockets with Interior Zippered Security Pockets
- Deep, Single-Welt Back Hip Pockets with Mitered Hook & Loop Pocket-Flaps.
- Left Pant Leg Outseam has a Concealed Zippered Calf Pocket
- Left and Right Side Four-Entry Cargo Pockets
- Two Long Narrow Front-Entry
- Interior Cargo Pocket Entry
- Interior Stretch-Mesh Evidence Pocket

Waistband

- Split-Top, Jean-Style Waistband with Minimal Side Elastic

Sizes

- Men's – Waist: 28-54, Inseam:30-39
- Women's – 2-24

3. Short Sleeve Polo Shirt w/Pocket

- Short sleeve pique polo shirt with pocket
- Color-red
- 60/40 cotton/poly blend
- Stain release
- Wrinkle resistant
- Patch pocket
- Cure free collar
- 6.7 ounce
- Three button placket
- Straight bottom rib knit collar and cuffs
- Reinforced side vents
- Taped neck and shoulders
- Color matched buttons

Sizes: Men's: S – 6XL

- Embroidery
  - IMAP (see below)

4. Short Sleeve Polo Shirt w/o Pocket

- Short sleeve pique polo shirt
- Color-red
- 60/40 cotton/poly blend
- Stain release
- Wrinkle resistant
- Cure free collar
- 6.7 ounce
- Three button placket
- Straight bottom rib knit collar and cuffs
- Reinforced side vents
- Taped neck and shoulders
- Color matched buttons

Sizes: Men's: S – 6XL
Women's: S – 5XL

- Embroidery
  - IMAP (see below)

5. Short Sleeve Polo Shirt – Moisture Wicking

- Short sleeve pique polo shirt
- Color-red
- Moisture wicking
- Pockets preferred (either chest or on sleeve)
- Stain release
- Wrinkle resistant
- Patch pocket
- Cure free collar
- Three button placket
- Straight bottom rib knit collar and cuffs
- Reinforced side vents
- Taped neck and shoulders
- Color matched buttons

Sizes: Men's: S – 6XL
Women's: S – 5XL

- Embroidery
  - IMAP (see below)

6. Long Sleeve Polo Shirts – w/ Pocket

- Long sleeve pique polo with pocket
- Color –red
- 60/40 cotton/poly blend
- 6.7 ounce
- Stain release
- Curl free collar
- Rib knit collar & cuffs
- Patch pocket
- Straight bottom
- Reinforced side vents
- Taped neck & shoulders
- Color matched buttons

Sizes: Men's: S – 6XL

- Embroidery
  - IMAP (see below)

7. Long Sleeve Polo Shirts – w/o Pocket

- Long sleeve pique polo
- Color –red

- 60/40 cotton/poly blend
- 6.7 ounce
- Stain release
- Curl free collar
- Rib knit collar & cuffs
- Patch pocket
- Straight bottom
- Reinforced side vents
- Taped neck & shoulders
- Color matched buttons

Sizes: Men's: S – 6XL
Women's: S – 5XL

- Embroidery
  - IMAP (see below)

8. Short Sleeve Button down Shirts w/ Pocket

- Short sleeve port authority button down shirt with pocket
- Color-red
- 60/40 cotton/poly blend
- Stain release
- Wrinkle resistant
- Back box pleat with locker loop
- Traditional front placket
- Button down collar
- 4.5 ounce
- Straight bottom rib knit and cuffs
- Reinforced side vents
- Taped neck and shoulders
- Color matched buttons

Sizes: Men's: S – 6XL

- Embroidery
  - IMAP (see below)

9. Short Sleeve Button down Shirts w/o Pocket

- Short sleeve port authority button down shirt
- Color-red
- 60/40 cotton/poly blend

- Stain release
- Wrinkle resistant
- Back box pleat with locker loop
- Traditional front placket
- Button down collar
- 4.5 ounce
- Straight bottom rib knit and cuffs
- Reinforced side vents
- Taped neck and shoulders
- Color matched buttons

Sizes: Men's: S – 6XL
Women's: S – 5XL

- Embroidery
  - IMAP (see below)

10.Long Sleeve Button down Shirts w/ Pocket

- Long sleeve port authority button down shirt with pocket
- Color-red
- 60/40 cotton/poly blend
- Stain release
- Wrinkle resistant
- Back box pleat with locker loop
- Traditional front placket
- Button down collar
- 4.5 ounce
- Three button placket
- Straight bottom rib collar and cuffs
- Adjustable 2 button cuffs
- Reinforced side vents
- Taped neck and shoulders
- Color matched buttons

Sizes: Men's: S – 6XL

- Embroidery
  - IMAP (see below)

11.Long Sleeve Button down Shirts w/o Pocket

- Long sleeve port authority button down shirt with pocket
- Color-red

- 60/40 cotton/poly blend
- Stain release
- Wrinkle resistant
- Back box pleat with locker loop
- Traditional front placket
- Button down collar
- 4.5 ounce
- Three button placket
- Straight bottom rib collar and cuffs
- Adjustable 2 button cuffs
- Reinforced side vents
- Taped neck and shoulders
- Color matched buttons

Sizes: Men's: S – 6XL
Women's: S – 5XL

- Embroidery
  - IMAP (see below)

12.Sweatshirts

- Ultra cotton set-in sleeve crew neck sweatshirt
- Color-red
- 90/10 preshrunk cotton/polyester print-pro fleece
- 100% cotton face
- Cover seamed neck, armholes and waistband
- Cotton spandex neck, cuffs and waistband
- 10.2 ounce

Sizes: Men's: S – 6XL
Women's: S – 5XL

- Embroidery
  - IMAP (see below)

13.Toboggans

- Approximately 12 ½" long
- 100% heavyweight acrylic
- Color – black

- Embroidery
  - **Front** - IMAP logo, red (1147), white, logo in red and white on black

14.Caps - Summer

- Color – black
- Stretch seatband and stretchable fabric
- Sizes to fit: 6 3/4” – 7 3/4”)
- 6 panels – mid profile cap
- 97% polyester, 3% spandex
- Color fast and durable
- Fused hard buckram sewn into front of 3 ½” crown
- Pre-curved brim
- 6 sewn eyelets
- 8 rows of stitching on Permacurv visor
- Taped seams

- Embroidery
    - Incident Management stitched above NC State outline with IMAP in center and optional title underneath. Red thread. Approximately 10,000 stitches.

15.Caps - Winter

- Color – black
- Stretchable fabric
- Available in Sizes S/M-6 7/8”–7 ¼” and L/XL-7 1/8”-7 5/8”
- 6 panels – mid profile cap
- Content – 83% acrylic, 15% wool, 2% spandex
- Adjustable, textured
- Color fast and durable
- Fused hard buckram sewn into front of 3 ½” crown
- 6 sewn eyelets
- 8 rows of stitching on Permacurv visor
- Taped seams
- Pre-curved brim

- Embroidery
    - **Front** - Incident Management stitched above NC State outline with IMAP in center and optional title underneath. Red thread. Approximately 10,000 stitches.

16.Light Weight Windbreaker Jacket

- Color-red
- Water repellant nylon taffeta shell with kasha lining
- Byron collar and raglan sleeves
- Snap front, elastic cuffs, and elastic waistband
- Two slash front pockets

- Embroidery
    - IMAP (see below)

17.Medium Weight 3 in 1 Jacket

- Color-red
- Nylon shell and a mesh lining for breathability
- Separate zip-out fleece vest
- Drawcord hood
- Two-way zipper with snap storm flap
- Interior vertical pocket
- Adjustable cuffs with hook and loop closures
- Drop tail hem with drawcord and toggle for adjustability
- Vest has anti-pill finish, Vislon zipper and open hem

- Embroidery
  - IMAP (see below)

18.Winter Jacket

- Seam sealed construction
- Thermal insulation
- Hidden collar hood
- Adjustable cuffs
- 6” side zipper for sitting
- 2 outside lower slash pockets with zippers and storm flaps
- One outside upper radio pocket
- One hidden wallet pocket in storm flap
- One inside general-purpose pocket
- Class III compliant
- Color – upper body and arms of jacket in orange, lower body in black
- Reflective material must be yellow in color

- Silk Screen
  - Front Logo – IMAP on left chest pocket area
  - Back Logo –IMAP in center on back and optional title underneath in black ink

Embroidery

IMAP

- **Left chest** – "Incident Management" stitched above NC state outline with triskelion in center and "Patrol" underneath. Color – white, black, and royal (1166) approximately 10,000 stitches
- **Right chest** – IMAP with the option of a designated title underneath, black thread approximately 10,000 stitches
- **Left sleeve** – state of NC stitched above NC flag, North Carolina stitched below. Colors are white, red (1147), royal (1166), gold (1024), and black. Approximately 25,000 stitches

EXHIBIT E

U.S. DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

Order

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

Classification Code	Date	OPI
5160.1A	April 7, 2014	HOP

Par.

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

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

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

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

3. **What is the background of this directive?**

a. State and local highway agencies and private sponsors have raised a number of questions with respect to FHWA's guidance on sponsorship agreements and how a sponsor can be acknowledged for the service provided under a sponsorship agreement.

b. Sponsorship programs are growing in popularity and are becoming a significant opportunity for highway agencies to generate critical support needed to build, operate, and maintain key facilities and services, including, but not limited to, adopt-a-highway litter removal programs, maintenance of a parkway or interchange, rest area operation and maintenance, other highway maintenance or beautification sponsorship programs, travel information services, and emergency service patrols. One of the most common ways for highway agencies to recognize the support provided by sponsors is through acknowledgment signs. However, there are a number of other options to recognize sponsors, including acknowledgment on in-vehicle transponders, service patrol vehicles, maintenance vehicles, outreach and educational materials, and Internet Web sites, as well as within telephone messages such as those of 511 systems. The FHWA continues to encourage agencies to make use of these other opportunities for sponsor recognition or acknowledgment whenever possible and appropriate so that the number of additional signs and informational load imposed on the driver can be minimized.

4. **What is the scope of this directive?** The provisions of this directive apply to all types of highways that are open to public travel.

5. **What authorities govern this directive?**

a. Title 23, United States Code (U.S.C.), Section 109(d), Standards for Federal-Aid Highways.

b. 23 U.S.C. 111(b), Rest Areas.

c. 23 U.S.C. 131, Control of Outdoor Advertising.

d. 23 U.S.C. 156, Proceeds from the Sale or Lease of Real Property.

e. 23 U.S.C. 402, Highway Safety Programs.

f. Title 23, Code of Federal Regulations (CFR), Section 1.23(b), Rights-of-way.

g. 23 CFR Part 655, Subpart F, Traffic Control Devices on Federal-Aid and Other Streets and Highways.

h. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by FHWA under 23 CFR Part 655, Subpart F.

i. 23 CFR 655.603, Standards for Traffic Control Devices on Federal-Aid and Other Streets and Highways.

j. 23 CFR Part 750, Highway Beautification (for controlled routes).

k. 49 CFR 1.48(b), Delegations to Federal Highway Administrator.

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

a. **Acknowledgment plaques.** Plaques that are intended only to inform the traveling public that a highway-related service, product, or monetary contribution has been sponsored by a person, firm, or entity. Acknowledgment plaques are installed only in the same sign assembly below a primary sign that provides the road user specific information on accessing the service being sponsored. Consistent with the MUTCD, a plaque legend is displayed on a separate substrate from that of the sign below which it is mounted.

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

c. **Advertisements/advertising signs.** Signs or other devices that promote commercial products or services through slogans, information on where to obtain the products and services, or other means.

d. **Driver distraction.** Driver inattention to the driving task at hand, resulting from internal or external events or actions.

e. **Highway.** Any street or roadway that is open to public travel.

f. **Highway agency.** An agency that owns the highway on which signs are to be placed and to which the sponsorship policy and agreements apply.

g. **Highway right-of-way.** A strip of property, owned by a highway agency, within which a highway (as defined above) exists or is planned to be built. The highway right-of-way consists of all lands within the defined highway right-of-way limits, including airspace above and below the facility. This area typically includes, but is not limited to, the roadway(s), shoulders, and sidewalk(s), if any; areas

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

h. **Recipient agency.** An organization that directly receives the highway-related service, product, or monetary contribution from the sponsor entity. The recipient might be the highway agency, or a contractor engaged by the highway agency to administer the highway-related service.

i. **Sponsorship agreement.** An agreement between a recipient agency and a sponsoring organization to be acknowledged for the provision of a highway-related service, product, or monetary contribution.

j. **Sponsorship program.** A program that allows a person, a firm, or an entity to sponsor an element of a highway agency's highway operation through the provision of highway-related services, products, or monetary contributions.

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

a. **General principles.**

(1) It is FHWA's policy to allow the use of signs to acknowledge the provision of highway-related services under both corporate and volunteer sponsorship programs. It is essential that good, basic engineering practices be followed, such as simplifying sign message content, using reasonable sign sizes as specified in the provisions of the MUTCD and this directive, and minimizing driver distraction.

(2) The FHWA recognizes a distinction between signing intended as advertising and signing intended as a sponsorship acknowledgment. Advertising generally has little, if any, relationship to a highway service provided. Instead, the advertiser seeks to get its recognizable message, company emblem, or logo before the public, and if possible, information on how or where to obtain the company's products or services. In most cases, if the sign goes beyond recognizing the company's contribution to a particular highway service or includes telephone numbers, Internet addresses, or directional information, the sign is more properly classified as an advertising sign and not as an acknowledgment sign.

(3) The use of highway right-of-way for advertising purposes is not allowed, except as provided in 23 U.S.C. 111(b), Rest Areas.

(a) When advertising within the highway right-of-way is identified, the FHWA Division Administrator should take timely notice and develop a plan for corrective action to bring the State into compliance with the CFR.

(b) This policy position is consistent with the principles and intent of several laws and regulations including 23 CFR 1.23(b), 23 U.S.C. 109(d), 23 U.S.C. 111(b), 23 U.S.C. 131, and 23 CFR Part 750. Furthermore, Paragraph 3 in Section 1A.01 in the MUTCD states, "Traffic control devices or their supports shall not bear any advertising message or any other message that is not related to traffic control."

(c) These laws and regulations are based on safety and operational concerns, particularly as related to driver distraction. Highway signs and other traffic control devices convey crucial information. In order for road users to perceive and respond appropriately to critical information, the conspicuity of highway signs and other traffic control devices must be preserved so that the safe and orderly movement of traffic is not compromised.

b. **Sponsorship policies and agreements.**

(1) In order to be eligible for acknowledgment within the highway right-of-way, sponsorship policies and agreements should follow these principles:

(a) Sponsorship agreements can allow sponsors to provide products, services, or monetary contributions.

(b) Sponsorship agreements may be of any duration. However, these agreements should:

1 be economically viable and provide a net benefit to the public, and

2 include provisions for maintenance and removal of physical elements of the sponsorship acknowledgment after the agreement expires or the sponsor withdraws.

(c) Agreements can be applicable to a highway site, a highway corridor, or a specific highway operation. If a sponsor is making a monetary contribution, the recipient agency needs to identify specific highway sites, corridors, or operations supported by the monetary contribution in the sponsorship agreement.

(d) If Federal-aid funds were used within the corridor or facility for which sponsored services are being provided, then monetary contributions received as a part of sponsorship agreements shall be spent for highway purposes.

(e) All sponsorship agreements involving the Interstate highway system should be approved by the FHWA Division Administrator.

(2) If a State, local, or other highway agency elects to have a sponsorship program, then the State department of transportation for that State should have a policy on sponsorship agreements that is applicable to all highways within that State. These policies are to:

(a) be approved by the appropriate FHWA division office;

(b) include requirements that eligible sponsoring organizations must comply with State laws prohibiting discrimination based on race, religion, color, age, sex, national origin, and other applicable laws;

(c) include a termination clause for sponsorship agreements based on:

1 safety concerns,

2 interference with the free and safe flow of traffic, or

3 a determination that the sponsorship agreement or acknowledgment is not in the public interest;

(d) include types of sponsors and agreements that are acceptable, consistent with applicable State and Federal laws;

(e) establish a requirement for facilities on which Federal-aid funds have been used, that the sponsorship money be used only for highway purposes; and

(f) establish a recommendation for facilities on which Federal-aid funds have not been used, that the sponsorship money be used only for highway purposes.

(3) FHWA review and approval are only for the purpose of determining consistency with this directive and the MUTCD. States and local highway agencies are responsible and liable for ensuring their policies and agreements are consistent with State and Federal laws.

(4) The provisions of this directive apply to new and revised agreements and are intended to promote a degree of national uniformity and consistency. Existing State agreements do not have to be changed.

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

(1) Highway agencies may acknowledge sponsors with acknowledgment signs or acknowledgment plaques. All acknowledgment signs shall meet the general principles and specific criteria prescribed in the MUTCD, including the provisions for acknowledgment signs in Section 2H.08. Furthermore, these acknowledgment signs shall not be placed at key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions.

(2) Acknowledgment signs and acknowledgment plaques:

(a) must meet all design and placement criteria for acknowledgment signs as covered in Part 2 of the MUTCD and all sign design principles covered in the Standard Highway Signs and Markings Book;

(b) when located on a bikeway or shared-use path, should also be appropriately sized commensurate with the legibility needs of the bikeway or path user;

(c) must be placed near the site(s) being sponsored, consistent with the purpose and principles of traffic control devices in Parts 1 and 2 of the MUTCD;

(d) must be placed at least 1 mile apart from each other if facing in the same direction and associated with the same element of the highway agency's highway operation, such as litter pickup, consistent with the

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

(e) must not display any directional information, in accordance with Section 2H.08 of the MUTCD;

(f) must not display telephone numbers, Internet addresses, or other legends prohibited by the MUTCD (consistent with Section 2H.08 of the MUTCD) for the purpose of contacting the sponsoring entity or to obtain information on the sponsorship program, such as how to become a sponsor at an available site; and

(g) should remain in place only for the duration of the agreement.

(3) For sponsorship of rest areas, one acknowledgment sign for each direction of travel may be installed on the highway mainline. Additional acknowledgment signs may be placed within the rest area, provided that these sign legends are not visible to highway mainline traffic and do not pose safety risks to rest area users. In accordance with the provisions of the MUTCD, the acknowledgment signs must not be appended to any other sign, sign assembly, or other traffic control device. In accordance with Section 2H.08 of the MUTCD, rest area acknowledgment signs on the highway mainline should not be located within 500 feet of other traffic control devices.

(4) For sponsorship of travel service programs that are not site-specific, such as 511 Traveler Information, Radio-Weather, Radio-Traffic, and Emergency Service Patrol, an acknowledgment plaque may be mounted in the same sign assembly below the General Service signs for these programs. The acknowledgment plaque is a horizontally oriented rectangle, with the horizontal dimension longer than the vertical dimension. The size of the acknowledgment plaque must not exceed the lesser of 1/3 of the area of the General Service sign below which it is mounted or 24 square feet. An acknowledgment plaque must not exceed 1/3 of the area of the largest size prescribed in the MUTCD for a specified standard sign below which the acknowledgment plaque is mounted, even where the standard sign is enlarged in accordance with Sections 2A.11 and 2I.01 of the MUTCD or where the size of a standard sign used is designated as Oversized in the MUTCD for its application. Where the legend of a standard sign is modified based on a State MUTCD, State Supplement, or equivalent, and results in a

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

(5) The provision of highway-related services, products, or monetary contributions that occurs through naming sponsorship (sometimes referred to as "naming rights") of officially mapped named or numbered highways is, by definition, sponsorship. Consistent with Section 2H.08 of the MUTCD, an unofficial overlay or secondary designation in the name of a sponsor on the official highway name or number through proclamation, contract, agreement, or other means, may be acknowledged within the highway right-of-way only with an acknowledgment sign. An acknowledgment sign must not display a legend that states, either explicitly or by implication, that the highway is named for the sponsor.

(6) In accordance with Section 2H.08 of the MUTCD, in order to maintain the recognition value of official devices used for traffic control, acknowledgment signs and acknowledgment plaques shall only take the form of static, non-changeable, non-electronic legends.

(7) Except as provided for acknowledgment plaques in Paragraph 7.c.(4) of this directive, acknowledgment sign and acknowledgment plaque messages shall not be interspersed, combined, or alternated with other official traffic control messages, either in the same display space, by adjacency in the same assembly, or by adjacency of multiple assemblies whose longitudinal separation does not meet the placement criteria contained in the MUTCD, including when placed on opposite sides of the roadway facing the same direction of travel.

(8) Consistent with the provisions of Section 2H.08 of the MUTCD, due to the limit on their maximum overall size, acknowledgment signs and acknowledgment plaques shall not be overhead installations. Only roadside, post-mounted installations of acknowledgment signs and acknowledgment plaques are allowed.

(9) In order that the focus remains on the service provided rather than the sponsoring entity, the sponsor logo area on an acknowledgment sign or acknowledgment plaque shall be a horizontally oriented rectangle, consistent with the MUTCD provisions on business logos in Chapter 2J of the MUTCD.

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

(10) When a graphic logo is used to represent the sponsor (instead of a word legend using the FHWA Standard Alphabets), the logo shall be the principal trademarked official logo that represents the corporate name of the sponsor. Secondary logos or representations—even if trademarked, copyrighted, or otherwise protected—are classified as promotional advertising and shall not be allowed in accordance with Section 1A.01 of the MUTCD.

(11) An alternative business name whose sole or primary purpose appears to be to circumvent the provisions of the MUTCD is classified as promotional advertising rather than an acknowledgment of a sponsoring entity of a highway-related service. In accordance with Section 1A.01 of the MUTCD, promotional advertising shall not be allowed on any traffic control device or its supports.

(12) Acknowledgment signs or acknowledgment plaques that include displays mimicking advertising shall not be allowed. The determination of whether a sign mimics or constitutes advertising lies with the FHWA. In accordance with Section 2H.08 of the MUTCD, a brief jurisdiction-wide slogan may be displayed on an acknowledgment sign. The slogan displayed is that of the program name, such as "ADOPT-A-HIGHWAY." Slogans for companion, supplementary, or other programs unrelated to the service being sponsored shall not be displayed on any acknowledgment sign or acknowledgment plaque.

(13) The provisions of this directive apply to new and modified installations and are intended to promote a degree of national uniformity and consistency. Existing acknowledgment signs already installed do not have to be changed except when they are no longer serviceable or when a modification of the sponsor name or logo on the existing acknowledgment sign occurs for any reason.

d. **Policy conclusion.**

(1) If a proposed sponsorship agreement cannot meet the above criteria, acknowledgment signs or acknowledgment plaques should not be considered; however, the other forms of acknowledgment (such as acknowledgment on transponders, service patrol vehicles, maintenance vehicles, outreach and educational materials, and Internet Web sites, as well as within telephone messages such as those of 511 systems) may still be considered. Safe and orderly movement of traffic must not be compromised with the use of these acknowledgment signs or acknowledgment plaques. Safety is, in fact, the overriding issue when there is any doubt as to whether an acknowledgment sign or acknowledgment plaque is appropriate.

(2) The nature of highway financing is evolving, and private sector investment promises to be a significant source of revenue. Sponsorship programs are being used or considered by many States to meet current and future highway construction and maintenance needs. The FHWA will continue to work with highway agencies to assure that these programs are administered in a safe and effective manner.

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

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

(1) Inform public agencies of this directive.

(2) Review State policy on sponsorship acknowledgment in the highway right-of-way for consistency with this directive and the MUTCD, and approve if consistent.

(3) Review State sponsorship agreements for acknowledgment on Interstate highways for consistency with this directive and the MUTCD, and approve if consistent.

(4) Perform periodic review or risk-based assessment of State policy and agreements on sponsorship acknowledgment in the highway right-of-way.

b. **FHWA Office of Operations**

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

(2) Notify division offices of updates or changes to or interpretations of this policy and/or the provisions of the MUTCD related to acknowledgment signs.

9. **Where can I obtain additional guidance?** Frequently-asked questions have been developed to provide further detail about the provisions of this policy. For more information or additional guidance on the provisions of the MUTCD and sponsorship acknowledgment with the highway right-of-way, contact FHWA's MUTCD Team Leader.

Gregory G. Nadeau
Deputy Administrator

EXHIBIT F

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/legsregs/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 be 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 IMAP Sponsorship $_____; _____%

Year Two Guaranteed Revenue to NCDOT for IMAP Sponsorship $_____; _____%

Year Three Guaranteed Revenue to NCDOT for IMAP Sponsorship $ _____; _____%

Year Four Guaranteed Revenue to NCDOT for IMAP Sponsorship $ _____; _____%

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

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

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

_____
Full name of Corporation

_____
Address as prequalified

Attest _____ By _____

Secretary/Assistant Secretary
Select appropriate title

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

_____ day of _____ 20___.

NOTARY SEAL

_____
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

_____	By	_____
Signature of Witness or Attest		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

_____	By	_____
Signature of Witness or Attest		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

_____	By	_____
Signature of Witness or Attest		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.

1-18-08
Z-13

Contract No

County (ies): **Various**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Execution of Contract and Bonds
Approved as to Form:

Attorney General