

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

INDUSTRY DRAFT REQUEST FOR PROPOSALS



LITTER REMOVAL SPONSORSHIP NCDOT DIVISIONS 7 & 9

July 16, 2012



DATE AND TIME OF TECHNICAL PROPOSAL SUBMISSION: BY AUGUST 16, 2012 AT 4:00 PM

DATE AND TIME OF TECHNICAL SCORE OPENING: AUGUST 21, 2012 AT 2:00 PM

CONTRACT ID:

COUNTIES: Alamance, Caswell, Davidson, Davie, Forsyth, Guilford, Orange, Rockingham, Rowan and Stokes

ROUTE NO. Portions of I-40, I-73, I-74, I-85, and Routes US-29, US-52, US-70, US-220, US-311, US-421, SR 2085 and SR 3762

TYPE OF WORK: Litter Removal Sponsorship for Performance of Litter Removal Services on Named Routes in the Above Counties.

NOTICE:

ALL PROPOSERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE PROPOSER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. PROPOSERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE PROPOSER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

**-PROPOSAL FORM FOR LITTER REMOVAL SPONSORSHIP PROGRAM, IN
ALAMANCE, CASWELL, DAVIDSON, DAVIE, FORSYTH, GUILFORD, ORANGE,
ROCKINGHAM, ROWAN AND STOKES COUNTIES,
NORTH CAROLINA**

Date _____ 20 _____

**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 Board of Transportation in accordance with this Contract to provide the necessary contract payment bond or irrevocable letter of credit within fourteen calendar days after the written notice of award is received by them.

The undersigned Proposer further agrees to provide all necessary materials, machinery, implements, appliances, tools, labor, and other means of construction, except as otherwise noted, to perform all the work and required labor to design, and complete all the work necessary for this Contract in accordance with the requirements of the Engineer, the Final RFP and Addenda thereto, the 2012 *Standard Specifications for Roads and Structures*, specifications prepared by the Department, and the Technical Proposal prepared by the Proposer.

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

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

The Service Provider shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract, and shall indemnify and hold the Department harmless for any additional costs and all claims against the Department or the State which may arise due to errors or omissions of the Department in furnishing preliminary information, and of the Service Provider in performing the work.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, JANUARY 2012*, as well as, all design manuals, policy and procedures manuals, and AASHTO publications and guidelines referenced in the Request For Proposals, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; that, except as herein modified, all the work included in this contract is to be done in accordance with the documents noted above and under the direction of the Engineer.

If the Technical Proposal is accepted and the award is made, the Technical Proposal submitted by the Design-Build Team is by reference, incorporated and made part of this contract. The contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except by written approval as allowed by the Request for Proposals.

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PURPOSE AND DESCRIPTION

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit Service Providers to submit proposals for a public private partnership (PPP) pursuant to *North Carolina General Statute* §136-28.1(l) between the North Carolina Department of Transportation (NCDOT) and either one or two selected qualified parties. A proposer can only appear in one response to this Request for Proposals.

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

NCDOT views the operation of the Sponsor-A-Highway Program as a significant business and marketing opportunity, which should be financially self-sustaining through development of independent revenue streams. All highway maintenance activities, other than litter removal and any necessary traffic control and sign placement, along the highway segments will be the responsibility of the NCDOT. All litter removal services, traffic control, and signage shall be provided by the Service Provider at no cost to the NCDOT.

General Statute 136-28.1(1) allows the Department of Transportation to enter into contracts for public-private participation in providing litter removal from State right-of-way. This program will help cultivate public awareness of the litter problem along the state's freeways by making these adopted segments of highway an example of community involvement that enhances the attractiveness of the area, while reflecting credit on each Sponsor that pays the professional firm for these services rendered.

PROGRAM DESCRIPTION

The North Carolina Department of Transportation (NCDOT) Sponsor-A-Highway Program offers opportunities to enhance North Carolina's roadways by sponsoring litter removal on portions of state maintained highways. It is the NCDOT vision that sponsoring entities and individuals hire private companies that have been contracted by the NCDOT to perform highway litter removal. Each Sponsor will be acknowledged with a Sponsor recognition panel placed on a Sponsor-A-Highway Program sign that will be placed at the beginning of the defined Sponsored highway segment.

A Service Provider selected in response to this Request for Proposals will enter into a contract with the NCDOT to perform litter removal services along specific segments of roadway. Each segment will require a Supplemental Agreement to this contract. A Supplemental Agreement template is provided immediately prior to the signature sheets in this Request for Proposals. Each Supplemental Agreement to perform litter removal on a segment of highway will be valid

from the date of execution and continue for two years, or until the completion of this contract, whichever is earlier. Reference the Contract Period Project Special Provision.

NCDOT will not compensate Service Providers for services provided. The Service Provider may fund the litter removal services with money received from private Sponsors in exchange for recognition panels erected on the sponsored highway segment. NCDOT shall have no legal responsibility for agreements or contracts made between Sponsors and any entities contracted by them to perform litter removal services. NCDOT will perform periodic inspections to verify that highway litter removal services are properly performed.

There may be more than one NCDOT contract underway at the same time with some possible overlap in available routes. If two Service Providers are selected under this procurement, the availability of each segment will be on a first come, first-served basis.

DEFINITIONS

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

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

Division refers to one of the 14 NCDOT highway divisions having the responsibility of administering the operations and maintenance in their area.

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

Segment (or Highway Segment) is defined as a distance of approximately one (1) mile for which the Service Provider has obtained a Supplemental Agreement for sponsorship in exchange for the installation of Sponsor-A-Highway Program sign, and recurring payment for maintaining the area in a cleaned condition. Individual segment lengths may vary as a function of urban or rural locations, marketing, and Sponsor interest, but in general the segments will be nominal one (1) mile in length and extend from mile post to mile post to support the NCDOT requirement that no more than one sign per direction per mile be installed. At interchanges, any one mile segment ending or beginning within the interchange will require the Service Provider to expand that segment to maintain litter removal for the length of the facility (in that segment's direction of travel) throughout the interchange and along both exit and entrance highway ramps (in that segment's direction of travel). For roadways without mile markers, the segments will be designated by roadway intersections or other physical or electronic mapping techniques to ensure

the same parameter of one sign per direction per nominal one mile segment is maintained. NCDOT may exclude portions of segments as a function of safety, topography, etc.

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

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

Sponsor means an individual, family, neighborhood, non-partisan non-profit organization or non-partisan profit-making enterprise, which has entered into an agreement with the Service Provider to participate in the Sponsor-A-Highway program by financing litter removal through the Service Providers.

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

Supplemental Agreement is a written agreement between the Service Provider and the NCDOT covering amendments to the contract. In this contract, the Supplemental Agreement refers to the site specific agreement entered into by the NCDOT and a Service Provider for the purpose of establishing the Service Provider rights to litter removal and associated sponsorship opportunities for each segment of highway in accordance with this Request for Proposals and provisions of the Supplemental Agreement.

SERVICE PROVIDER GENERAL OBLIGATIONS

Sponsor-A-Highway Program Service Providers will work as independent contractor(s) for Sponsors. A Service Provider is not an employee of NCDOT, nor are the entities performing litter removal hired by NCDOT. NCDOT will not prescribe the terms and conditions of contracts between Sponsors and the Service Provider(s). NCDOT will not establish the fee schedule to be paid by Sponsors to the Service Provider(s) nor guarantee that such fees are paid.

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

A Service Provider shall apply to the applicable NCDOT District Office for Supplemental Agreements to maintain roadway segments.

All Supplemental Agreements executed by the NCDOT and the Service Provider will require the Service Provider(s) to perform, or contract entities to perform, litter removal along the designated segment of highway beginning on the date of the Supplemental Agreement execution. The Service Provider's responsibilities include:

- Coordinating with NCDOT, and performing Supplemental Agreement obligations in accordance with NCDOT guidelines and agreement requirements.
- Maintaining records for each segment of highway for which it has a Supplemental Agreement. These records will include:
 - Name of Sponsor (contact information including mailing address, email and phone number) to be submitted concurrently to the State Roadside Environmental Engineer or their designee, and pertinent District Engineer, as agreements between the Service Provider and the Sponsor are secured
 - Description and length of each Sponsored segment
 - Time period covered by the Service Provider's contract with the Sponsor
 - Date of each cleanup and the quantity of miscellaneous litter and debris collected and disposed of in 30-gallon bags as well as bags of recycled metal, glass, and plastic
 - Disposal location(s) of bags of litter and bags of items for recycling
- Supplying all labor, equipment and capital resources necessary to meet the maintenance obligations of the contract and Supplemental Agreements. Ensuring that all subcontractors are provided, or provide, all obligations of this contract regarding work zone safety, vehicles, insurance, section cleanup plans, meeting attendance, equipment, report submittals, recycling and disposal requirements in accordance with this Request for Proposals and all local ordinances, and state and federal laws and regulations.
- Ensuring that personnel are equipped with personal safety equipment, such as safety vests, hard hats, thick-soled shoes and gloves, necessary for the safe performance of litter removal in accordance with applicable local, state and federal laws.
- Picking-up and bagging litter and clippings; removing and disposing of bags, tire treads and debris in accordance with applicable local, state and federal laws.
- Complying with all terms and conditions of this Request for Proposals and all Supplemental Agreements, including those pertaining to permissible work days and hours.
- Fabricating and maintaining the acknowledgment Sponsor-A-Highway Program sign and Sponsor recognition panel exactly as specified by NCDOT. The sign shall be clean, graffiti free and unobstructed at all times.
- Complying with all applicable local, state and federal laws and regulations, including North Carolina's Solid Waste Statutes and Regulations, inclusive of all recycling guidelines.
- Providing a Collection Status Report to the NCDOT District Office containing current Sponsor information, by route, and milepost number and quantities of litter and debris collected and items collected for recycling by metal, plastic, and glass and disposed of (number of bags & weight). The Collection Report must be submitted within two (2) days after the collection and removal including amounts of metal, glass and plastic recycled.
- Providing a promotional Web-based kickoff announcement that can be accessed through NCDOT's Website.

- Contributing to the overall safety of the interstate by reporting missing or damaged guiderail or guardrail to the applicable District Engineer.

Work performed under this contract, and the procurement of this contract shall be in accordance with 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 NCDOT, any reference to payments to the Service Provider by the NCDOT in the Standard Specifications are not applicable to this contract.

SPONSOR EXPECTATIONS

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

NCDOT OBLIGATIONS

NCDOT's role in the Sponsor-A-Highway Litter Removal Program lies in selecting Service Providers that are allowed to work within NCDOT rights-of-way, setting minimum levels of service, and inspecting the work performed.

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

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

NCDOT RESERVATIONS

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

INSTRUCTIONS TO PROPOSERS

PROCUREMENT TIMELINE

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

http://ncdot.gov/doh/preconstruct/altern/design_build/sponsor3/sponsor3.html

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 August 16, 2012.

OPTIONAL PRE-BID MEETING

Due to the unique nature of the work involved in this contract, all prospective proposers are encouraged to attend an optional pre-bid meeting with the NCDOT to address project specifics and address questions related to this procurement. This meeting will be held on July 27, 2012 at 1:00 p.m. in the auditorium of the Transportation Building located at 1 South Wilmington Street, Raleigh, North Carolina.

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). 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 bidding 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 the 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*.

SUBMITTAL OF PROPOSAL DOCUMENTS

The Proposer's Proposal documents shall comply with the following requirements in order for that 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 documents (1) the signed Final Request for Proposals, and all associated addenda stapled therein, and (2) a Technical Proposal in response to the Final Request for Proposals (and all associated addenda thereto).

The Proposal documents shall be signed by an authorized employee of the Proposer on (1) the appropriate "Execution of Bid, Non-Collusion Affidavit, Debarment Certification, and Gift Ban Certification" sheet in accordance with Article 102-9 of the 2012 *Standard Specifications for Roads and Structures*. These signature sheets are contained at the back of the Final Request for Proposals and (2) a cover letter included in the Technical Proposal. The Final Request for Proposals provided by the NCDOT shall be used and shall not be taken apart or altered. To request a formal copy of the Final Request for Proposals that is needed to submit as part of the Proposal documents, send an email request to:

rfq_package_request@ncdot.gov

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

The Proposal documents shall be executed in ink and in accordance with Article 102-8(A)(8) of the 2012 *Standard Specifications for Roads and Structures*.

The Design-Build 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 Technical Score 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.

Proposals shall be submitted in 2 separate, sealed parcels containing the Technical Proposal in one and the signed Final Request for Proposals (including any addenda thereto) in the other parcel.

SIGNED FINAL REQUEST FOR PROPOSALS

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

Signed Final Request for Proposals
Submitted by (Proposer's Name)
Litter Removal Sponsorship Program

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

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

TECHNICAL PROPOSALS

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

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

Ten copies of the Technical Proposal shall be submitted. The Technical Proposal shall be on 8 ½ x 11 inch pages, printed on one side. The Technical Proposal shall not exceed 25 pages in length. 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.

Key Project Team members, identified in the Technical Proposal, shall not be modified without written approval of the Department. Any such request should be sent to the attention of Mr. Randy Garris, PE, at the address below:

NCDOT- Contract Standards and Development
Century Center Complex - Building B
1020 Birch Ridge Drive
Raleigh, NC 27610

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 evaluation criteria outlined in the Service Provider Selection Section of the Final Request for Proposals, and any addenda thereto.

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

The Technical Proposal of the Proposer pursuant to this Request for Proposals is hereby incorporated and made a part of the contract, except that the award of a contract pursuant to this Request for Proposals does not in any way imply that the NCDOT accepts the specific operating details of the Technical Proposal submitted by the Proposer.

SERVICE PROVIDER SELECTION

GENERAL

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

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

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

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

Evaluation Criteria for Technical Proposals

Program Understanding	25
Marketing and Program Experience	25
Available Personnel and Equipment	15
Marketing Initiatives	15
Previous Relevant Highway Experience	10
Safety Program	10
Maximum Score	100

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

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

TECHNICAL PROPOSAL EVALUATION CRITERIA

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

1. Program Understanding – 25 points

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

2. Marketing and Program Experience – 25 points

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

3. Available Personnel and Equipment – 15 points

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

- Describe the Proposer's approach to obtaining the necessary crews, safety items, vehicles, signs, etc. to satisfactorily perform the litter removal operation.
- Describe the Proposer's intent to engage Minority Business or Women Business Enterprises in the work.
- Identify any pre-determined subcontractors that will be used for traffic control design, traffic control implementation, signing, or litter removal.

4. Marketing Initiatives – 15 points

- Describe the Proposer's approach to marketing this program to potential sponsors.
- Describe the sponsor screening approach that will be used to ascertain that the sponsors meet the vision for sponsorship conveyed in this Request for Proposals.
- Describe the number of personnel that will be dedicated to marketing to prospective sponsors and identify any specific geographic areas will be staffed.

5. Previous Relevant Highway Experience – 10 points

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

5. Safety Program – 10 points

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

DETERMINATION OF SELECTED PROPOSERS

The TRC will submit an overall consensus Technical Score for each Technical Proposal to the State Contract Officer. If a Proposer's Technical Score is below 60, the Technical Proposal may be deemed non-responsive. If the Technical Proposals fails to adhere to the format and limitations outlined in the Final Request for Proposals or any addenda thereto, the Technical Proposal may be deemed to be non-responsive.

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

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

The Proposer with the highest Technical Score will be recommended for award of a contract. At the NCDOT's sole discretion, the NCDOT may also recommend award of another contract to the Proposer with the second highest Technical Score. In the event that a Proposer awarded a contract fails to provide the requisite contract payment bond or irrevocable letter of credit, the NCDOT reserves the right to consider awarding a contract to the Proposer with the next highest Technical Score.

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

AWARD OF CONTRACT

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

The contract is comprised of the executed Final Request for Proposals including all addenda, the Technical Proposal, the contract payment bond or irrevocable letter of credit, the 2012 *Standard Specifications for Roads and Structures* (and as amended in this Request for Proposals) and all referenced documents.

CONTRACT PAYMENT BOND/ LETTER OF CREDIT

Delete Article 103-7 on page 1-25 of the *Standard Specifications for Roads and Structures* and replace with the following:

The successful Proposer, within 14 calendar days after the notice of award is received by the Proposer, shall provide the Department with a contract payment bond in an amount equal to Ten-Thousand Dollars (\$10,000.00). This bond shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State. Payment Bond Forms will be posted on the website noted herein.

At the option of the Proposer, an irrevocable letter of credit in the amount of Ten-Thousand Dollars (\$10,000.00) may be submitted in lieu of the contract payment bond.

SPECIAL PROVISIONS

CONTRACT PERIOD

The Date of Availability of this contract will be October 4, 2012. The contract will be for three (3) years. NCDOT retains the option to extend this contract with one or more Service Provider for two (2), 2-year periods if mutually agreeable with the selected Service Provider(s). As noted elsewhere in this Request for Proposals, this period may be shortened through termination by NCDOT, or approval by NCDOT of a request for termination from the Service Provider, or discontinuation of the Sponsor-A-Highway Program.

The State Roadside Environmental Engineer, or their designee, will notify the Service Provider in writing no later than August 1, 2015 as to whether the NCDOT wishes to extend the contract. The Service Provider shall notify the State Roadside Environmental Engineer in writing within two (2) weeks of receipt of the notice as to whether the Service Provider consents to an extension of this contract. Failure on the part of the Service Provider to reply will be considered as a rejection of the extension.

TERMINATION OF CONTRACT

The provisions of Articles 108-9 9(A), (B), (C), (E), (F), and (G) of the 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 default of contract are by reference incorporated and made a part of this contract.

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

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

TERMINATION OF SUPPLEMENTAL AGREEMENTS

Upon the occurrence of one or more of the following events, the District Engineer shall provide written notice to the Service Provider, copy to each Sponsor, that a reason exists to terminate a Supplemental Agreement:

1. The Service Provider fails to accept an extension of that Section's Supplemental Agreement with the District Engineer's designated representative after fulfilling its term obligation, which will cause a cessation of the Segment operating agreement due to lack of an Supplemental Agreement.
2. The Sponsor-A-Highway program is discontinued by the Department; or

3. A Service Provider fails to comply with a term or condition of the contract for the following reasons:
- a. failure to begin work as specified
 - b. failure to perform the work with sufficient forces to safely ensure completion
 - c. continued unsatisfactory and/or marginal work performance
 - d. continued violation of lane closure or work restrictions
 - e. failure or refusal to remove allowable materials
 - f. failure to adhere to recycling requirements
 - g. illegal dumping
 - h. discontinuance of work without approval
 - i. failure to resume work that had been discontinued, within a reasonable time after notice to do so
 - j. insolvency or bankruptcy of either party
 - k. assignment made for the benefit of creditors
 - l. failure to protect, to repair, or to make good any damage or injury to NCDOT property
 - m. failure to maintain required insurance coverage, or to maintain lawful registration to do business in the State of North Carolina
 - n. failure to submit the required reports in a timely manner, as required
 - o. breach of any provision of this contract.
 - p. failure to make prompt payment to any subcontractors

Reference the Supplemental Agreement Project Special Provision for additional details regarding the termination of Supplemental Agreements due to unsatisfactory performance.

If notice is provided pursuant to the above, the deficiency shall be corrected by the responsible party within 20 calendar days following the date of the written notice of deficiency.

Upon the occurrence of one or more of the following events, the Department shall provide written notice to the Service Provider and the affected Sponsor of the immediate suspension of the Supplemental Agreement:

- (1) The Service Provider is engaging in unsafe activity as determined by noncompliance with the safety terms in this contract;
- (2) The Service Provider attempts to subcontract litter removal operations to another contractor without receipt of prior written approval from the District Engineer;
- (3) The Service Provider fails to correct a deficiency within 20 calendar days of receipt of written notice of such deficiency pursuant to #3a - #3p above.

Upon NCDOT suspension or termination of a Supplemental Agreement, the Service Provider no longer has NCDOT permission for entry upon the applicable Segment of right of way.

SOLICITATION OF SPONSORS

Individuals, businesses, corporations, and other organizations may be Sponsors in this program. The NCDOT District Engineer may reject sponsorship requests or seek the rescission

of sponsorships if it is determined that a sponsorship would jeopardize the Sponsor-A-Highway Program, would be counterproductive to the program's purpose, would create a safety hazard for NCDOT employees or the public, or that undesirable results such as increased litter, vandalism, or sign theft have resulted from a sponsorship. Additionally, the District Engineer may reject a Sponsor that does not meet the requirements of the Service Provider's sponsor screening protocol as submitted and accepted by the Department.

The responsibility of marketing for private sponsorship rests solely upon the Service Provider. However, all sponsor recognition panels shall be submitted to the appropriate District Engineer and the State Roadside Environmental Engineer, or their designee, for approval prior to erection on the highway. The Service Provider shall be responsible for screening potential Sponsors for suitability before forwarding to the District Engineer and the State Roadside Environmental Engineer, or their designee. The screening of sponsors shall be in conformance with the sponsor screening protocol submitted and accepted by the State Roadside Environmental Engineer, or their designee.

The Service Provider shall maintain a list of all sponsored segments including the segment location, the name of the sponsor, and contact information for a representative from each sponsor and shall provide a new list to the pertinent District Engineer with each addition or change of sponsor or sponsor contact information. Upon the request of potential Sponsors, NCDOT will provide a list of the selected Service Provider(s), including company name, contact person, address, phone number and fax number. This information will be posted within the NCDOT Office of Beautification website within a Sponsor-A-Highway Program link.

HIGHWAY SECTIONS AVAILABLE

The following routes are available to the selected Service Provider(s) for application for Supplemental Agreements. The responsible District Engineer is provided per county and route. The NCDOT reserves the right in the future to add roadways not currently listed within the Sponsor-A-Highway table below

Sponsor-A-Highway Highway Sections Available

Div	Distr	Route	County	District Engineer	Phone Number
7	1	I-85 from Durham County line to the I-40/85 split	Orange	Chuck Edwards	(336) 570-6833
7	1	I-40 from Durham County line to the I-40/85 split	Orange	Chuck Edwards	(336) 570-6833
7	1	I-40/85 Beginning at the I-40/85 split going through Orange County	Orange	Chuck Edwards	(336) 570-6833
7	1	I-40/85 from the western edge of Orange County line going through Alamance County	Alamance	Chuck Edwards	(336) 570-6833
7	2	I-40/85 from western edge of I-40/85 Alamance County line to the I-40/85 split in Guilford Co.	Guilford	Darrell Ferguson	(336) 334-3161
7	2	I-40 Business – from I-40 split in Guilford County to the Forsyth County line	Guilford	Darrell Ferguson	(336) 334-3161
7	2	US 220 from I-40 in Guilford County to the Randolph County line	Guilford	Darrell Ferguson	(336) 334-3161
7	2	US 29 – from 16th Street in Guilford County to Rockingham County	Guilford	Darrell Ferguson	(336) 334-3161
7	2	US 421 – from I-85 in Guilford County to the Randolph County line	Guilford	Darrell Ferguson	(336) 334-3161
7	2	I-74 (US 311) in Guilford County from the Forsyth County line to the Randolph Co. line	Guilford	Darrell Ferguson	(336) 334-3161
7	2	I-85 from the I-40/85 split in eastern Guilford County to the Randolph County line	Guilford	Darrell Ferguson	(336) 334-3161
7	2	I-85 Business – From Randleman Road to I-73 (Western Loop) – Guilford County	Guilford	Darrell Ferguson	(336) 334-3161
7	2	I-85 Business – From I-85 to the Randolph County line	Guilford	Darrell Ferguson	(336) 334-3161
7	2	Old US 421 (SR 3762) from Pleasant Garden Road to I-85	Guilford	Darrell Ferguson	(336) 334-3161
7	2	Bryan Blvd. (SR 2085) from NC 68 to I-73 in Guilford County	Guilford	Darrell Ferguson	(336) 334-3161
7	2	I-73 from Bryan Boulevard to I-85	Guilford	Darrell Ferguson	(336) 334-3161
7	3	US 220 from NC 68 in Rockingham County to the VA State line	Rockingham	Bobby Norris	(336) 634-5644
7	3	US 29 in Rockingham to Caswell County	Rockingham	Bobby Norris	(336) 634-5644
7	3	US 29 in Caswell to VA State line	Caswell	Bobby Norris	(336) 634-5644
9	1	US 52 – Forsyth County to I-85	Davidson	Chris Corriher	(704) 639-7560
9	1	US 70 from US 601 to Iredell County line (non-control of access facility)	Rowan	Chris Corriher	(704) 639-7560
9	2	I-40 – from Guilford County to Davie County	Forsyth	John Rhyne	(336) 703-6600
9	2	I-40 from Forsyth County to Iredell County	Davie	John Rhyne	(336) 703-6600
9	2	US 421 – 5th Street to Guilford County	Forsyth	John Rhyne	(336) 703-6600
9	2	US 421 – Peter's Creek Parkway to Yadkin River	Forsyth	John Rhyne	(336) 703-6600
9	2	US 311 - from I-40 to Guilford County	Forsyth	John Rhyne	(336) 703-6600
9	2	US 52 – Akron Drive to Stokes County	Forsyth	John Rhyne	(336) 703-6600
9	2	US 52 – Main Street to Davidson County	Forsyth	John Rhyne	(336) 703-6600
9	2	US 52 – Forsyth County to Surry County	Stokes	John Rhyne	(336) 703-6600

SERVICE PROVIDER – SPONSOR RELATIONSHIP

All litter removal services are to be exclusively contracted between the Service Provider(s) and Sponsor(s). NCDOT is not a party to any contract between a Service Provider and a Sponsor. Neither a Service Provider, nor a Sponsor, is an agent of NCDOT. Service Providers and Sponsors are expected to be fully familiar with the provisions of this contract and the applicable Supplemental Agreement. NCDOT may terminate a Supplemental Agreement if a Service Provider fails to perform the required services and will notify the Service Provider and Sponsor(s) in such event. The cost for Sponsors participating in the program is to be negotiated solely between Sponsor(s) and Service Provider(s). All billing and collection will occur between the Service Provider(s) and Sponsor(s).

RIGHTS TO SEGMENTS

Each highway designated in this Request for Proposals will be broken into one (1) mile segments from one mile marker to the next. For roadways without mile markers, the segments will be designated by roadway intersections or other physical or electronic mapping techniques to ensure the distance of a nominal one (1) mile segment is maintained. Reference the definition of “Segment” for segment length within interchanges.

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

The Service Provider shall submit for a Supplemental Agreement through the applicable District Engineer’s office for each Segment on a “first come, first served” basis. Once a Supplemental Agreement is executed with the Service Provider, only the specified Service Provider has the right to that Segment for the duration of the Supplemental Agreement. The Service Provider may then enter into contracts/agreements with Sponsors for that segment. Sponsors need not be secured prior to the execution of a Supplemental Agreement; however, the Service Provider is obligated to remove litter from the entire Segment under Supplemental Agreement once executed.

Service Providers are required to have the Sponsor-A-Highway Program signs along with the respective Sponsor recognition panels installed and begin performing litter removal on the Segment no later than twenty (20) working days after execution of the Supplemental Agreement. If the Service Provider does not initiate performance of the litter removal within twenty (20) working days of the execution of the Supplemental Agreement, the Supplemental Agreement is deemed void and the Segment will be made available to any Service Provider. Service Providers and the applicable Sponsor will be notified by NCDOT if a Supplemental Agreement is being terminated. NCDOT may terminate any Supplemental Agreement and remove Sponsor recognition panels or the entire Sponsor-A-Highway Program signage if it determines that the Service Provider is not meeting the terms of this contract or the terms of the executed Supplemental Agreement, that the Supplemental Agreement or Sponsorship is proving to be counterproductive to the program’s purpose, that undesirable results such as increased litter,

vandalism, or sign theft are resulting from the Sponsorship, that a Service Provider or Sponsor has engaged in irresponsible conduct that may bring discredit upon the State, or that other good cause exists to terminate the agreement and/or to remove the Sponsorship recognition panel or the entire Sponsor-A-Highway Program sign. NCDOT reserves the right to revise or modify the program with a twenty (20) workday notification to Service Providers. Supplemental Agreements cannot be transferred from one Service Provider to another without the written permission of the NCDOT. In such case, a new Supplemental Agreement shall be executed.

In the event requests for the same Segment are received on the same date and time by more than one Service Provider, a drawing will be held to establish "selection order" using commonly accepted random chance methods.

Drawings to determine selection order for duplicate Segment requests, which are received during the month of October 2012, will be held at the NCDOT Division of Highways' Operations Chief Engineer's Office in tandem with the Roadside Environmental Unit. Notification of the Service Providers involved will be made through that office. Future drawings will be scheduled as needed.

The NCDOT reserves the right to perform litter removal services, or contract for litter removal services, for any Segment not under a Supplemental Agreement. The NCDOT also reserves the right to remove any portion of the available routes designated in this Request for Proposals for which no Supplemental Agreement has been issued prior to March 2014. In such case, the NCDOT reserves the right to include these removed portions in a similar advertisement for sponsorship or contract.

CHANGING SEGMENTS

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

MINIMUM LEVEL OF SERVICE

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

Service Providers must pick up and bag litter and small debris as well as tire treads from the state's roadway controlled access from the edge line of the road and the adjacent landscape area

to the fence, retaining wall, or other line of demarcation in the state's roadside right of way. Exit and entrance ramps (until they merge with the service or collector road) are included. Non-paved medians of roadways are also included. The work area does not include overpasses, culverts, as well as rest areas or weighstations beyond the nominal limits of an extension of the controlled access limits for the surrounding highway. In the event the ground is covered with snow, cleaning will not be required but must resume when the snow has melted sufficiently to allow for litter removal. Trash bags must be closed with ties and removed at the end of each workday and legally disposed of by the Service Provider.

The Service Provider shall supply 30 gallon plastic bags in order to place litter and debris. All bags and debris must be removed from the highway section on the day it is picked up and bagged. There are to be no bags or debris left on any roadside area during an overnight period. The Service Provider is responsible for disposal of all litter, debris, brush or other materials removed from the Segment at no cost to NCDOT. Garbage bags are not to be left on the shoulder of roads during litter pickup. All bags are to be disposed of according to North Carolina's solid waste and recycling statutes and rules. The Service Provider's attention is directed to the North Carolina *General Statutes 130A-309.10(f) through (l)*, which require that the Service Provider and all subcontractors recycle during litter clean up and removal operations.

Service Provider's personnel should not touch or attempt to remove materials, which may be toxic or otherwise hazardous. Items to avoid include powders, chemicals, smelly substances, suspicious packages, chemical drums or containers, weapons, medical waste, syringes, or hypodermic needles, dead animals, or bulk items that cannot be put in litter bags. The Service Provider shall notify the applicable NCDOT District Engineer immediately if hazardous materials or dead animals are discovered on a highway segment. The Service Provider shall notify local law enforcement if any illegal materials are discovered and leave those materials where found.

The Service Provider shall meet with the State Roadside Environmental Engineer or their designee, and the applicable District Engineers a minimum of once per month for the first three (3) months after issuance of the first Supplemental Agreement to the Service Provider. The purpose of these meetings will be to receive updates, assess compliance, and resolve outstanding issues.

SPONSORSHIP SIGNS

Blue sponsorship signs and supports shall be fabricated and installed by the Service Provider in accordance with the detail below.

The Service Provider shall submit all Sponsor recognition panel details to the appropriate NCDOT District Engineer for approval. Artwork panels or recognition plates shall not exceed 40 inches in width and 24 inches in height. "In memory of" signs or license-related titles such as Dr., M.D., Esq., DDS, etc., are permitted on the Sponsor recognition panel. Artwork resembling traffic control devices or that has the potential to mislead or misinform the traveling public is prohibited. Website addresses and phone numbers will not be allowed. Artwork panels or recognition plate shall be installed within the sponsorship sign.

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*.

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

The Service Provider and all subcontractors shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on its own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract. Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as 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 Service Provider will establish and submit for review by NCDOT work plans which identify the characteristics of the particular highway, including any and all safety devices which will be used. NCDOT will identify deficiencies in the work plan and return work plans to Service Providers for correction prior to execution of the necessary Supplemental Agreement.

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

- Wear approved safety clothing (reflective colors), steel toed boots, long pants and equipment at all times.
- Be alert for traffic during maintenance operations and be prepared to move quickly if necessary.
- Use all equipment according to manufacturer's recommendations.
- Watch footing on steep slopes, drainage facilities or other poor traction surfaces.

- Do not run, throw objects, or engage in horseplay or activities that may distract drivers.
- Avoid overexertion. Drink plenty of fluids, especially on warm humid days.
- Do not use or consume any alcoholic beverages, drugs or other substances which may impair one's safety and well being or that of other individuals before reporting for work or while on the roadway traveling to or from the roadside worksite or while on the worksite.
- Do not wear headphones, as they will reduce alertness to warning sounds. Use sunscreen in all seasons.
- Any observed safety violations will be reported to the Service Provider.
- Follow guidelines for handling hazardous materials.
- Service Providers, and all subcontractors, shall use approved safety equipment as required in NCDOT's *Workplace Safety Manual*; this manual contains Safe Operating Procedures (Litter Pickup SOP 11B-49). Service Providers will be provided with a copy of the *Workplace Safety Manual*.

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

RESTRICTIONS ON WORK

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

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

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

The Service Provider and subcontractors shall not remove litter during hours of darkness, periods of active roadway construction or maintenance, state and federal holidays and surrounding weekends, or weather conditions that interfere with visibility.

The state and federal statutes and regulations cited below preclude some specific actions within the right of way on interstate highways; the documents are available upon request. Each Proposer shall thoroughly review the references. Errors in the vendor proposals due to lack of knowledge of these limitations will be cause for point reduction in the Evaluation Committee's points assigned to individual proposals, and if there are sufficient mistakes a Technical Proposal may be deemed non-responsive.

- *N.C. General Statute § 130A-309.10 (f)-(l)*. Prohibited acts relating to packaging; coded labeling of plastic containers required; disposal of certain solid wastes in landfills or by incineration prohibited. <http://www.ncleg.net/gascripts/statutes/Statutes.asp>
- *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>.

NOTIFICATIONS

The Service Provider shall send the appropriate NCDOT District Engineer a work schedule by Wednesday (12:00 noon) of the week prior to scheduled litter removal. Schedules must be typed and include the Segment number, Sponsor name, highway, direction, mile markers, scheduled work date, Service Provider's work crew supervisor and the supervisor's cell phone number. Service Providers must notify the NCDOT designated office of any changes in schedule 24 hours in advance.

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

NCDOT INSPECTIONS

NCDOT will perform field checks to ensure that Service Providers are cleaning pursuant to the requirements of this contract and all issued Supplemental Agreements. Service Providers will be evaluated once a year. These evaluations will be made available to Sponsors or potential Sponsors upon request.

SUPPLEMENTAL AGREEMENT TERMINATION

NCDOT reserves the right to terminate any Supplemental Agreement from a Service Provider that fails to comply with any requirement of the Sponsor-A-Highway Program as set forth in this Request for Proposals or the pertinent Supplemental Agreement. Additionally, if a Service Provider does not perform litter removal services as scheduled, unless precluded by weather or other justifiable emergency, the procedures outlined below will be followed.

Failure to Comply (First and Second Observations)

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

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

Failure to Comply (Third Observation)

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

Failure to Comply (Second Re-occurrences):

If it is observed that a Segment, or any part thereof, has not been cleaned as scheduled a second time within a six month period, regardless of any remedial actions taken in response to the first observation, NCDOT will notify both the Service Provider and Sponsor in writing immediately.

Failure to Comply (Multiple Re-occurrences):

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

Termination of the Supplemental Agreement by NCDOT will cause the Service Provider to forfeit and suspend all work on that Segment. Upon the Supplemental Agreement termination, the Segment will be available to any other Service Provider. All Sponsor-A-Highway Program signs and Sponsor recognition panels will remain the property of the NCDOT. The new Service

Provider will be required apply for a new Supplemental Agreement and begin the Sponsorship process by soliciting and contracting with a sponsor to fulfill the Sponsorship of the Segment. Existing Sponsor-A-Highway Program signs and the Sponsor recognition panels become the responsibility of the new Service Provider to maintain.

ETHICS POLICY

Employees employed by the Service Provider or employees employed by any subconsultant for the Service Provider to provide services for this project shall comply with the Department's ethics policy. Failure to comply with the ethics policy will result in the employee's removal from the project and may result in removal of the Company from the Department's appropriate prequalified list.

APPROVAL OF PERSONNEL

The Department will have the right to approve or reject any personnel, assigned to a project by the Service Provider.

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

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

- Drafting the contract
- Defining the scope of the contract
- Service Provider selection
- Contract administration

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

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

MINORITY BUSINESS AND WOMEN BUSINESS ENTERPRISES

Description

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

Definitions

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract.
http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

Directory of Transportation Firms (Directory)

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

respectively. The Directory can be found at the following link.
<https://partner.ncdot.gov/VendorDirectory/default.html>

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

MBE and WBE Utilization

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

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

(A) Subcontracts (Non-Trucking)

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

(B) Suppliers

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

(C) Manufacturers and Regular Dealers

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

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

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

for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.

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

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

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

Reports and Documentation

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

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

When using transportation services to meet the contract commitment, the Service Provider shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms

proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

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

EQUIPMENT

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

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

FIELD PERSONNEL

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

PERFORMANCE OF THE WORK

There shall be no assignment, subletting or transfer of the interest of the Service Provider in any of the work covered by the Contract without the written consent of the State, except that the Service Provider may, with prior written notification of such action to the State, sublet property searches and related services without further approval of the State.

All work by the Service Provider shall be performed in a manner satisfactory to the State and in accordance with the established customs, practices, and procedures of the North Carolina Department of Transportation, and in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the U.S. Secretary of Transportation as provided in Title 23, U.S. Code, Section 109 (b). The decision of the Engineer / State / Department shall be final regarding any questions regarding location, type of design, dimension of design, and similar questions.

LIABILITY INSURANCE

The Service Provider shall be liable for any losses resulting from a breach of the terms of this contract. The Service Provider shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Service Provider and that the Service Provider has an opportunity to defend against such claims. The Service Provider shall not be responsible for punitive damages.

The Service Provider shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Service Provider from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Service Provider. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Service Provider shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the Service Provider and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Service Provider shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the District Engineer.

GIFTS FROM VENDORS AND CONTRACTORS

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

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

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

MINIMUM WAGES

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

State: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his 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 Service Provider's responsibility.

The Service Provider 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 Service Provider to be fully informed of all Federal and State Laws affecting the project's contract.

Supplemental Agreement for Service Access

COUNTY: <Enter county name>

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

<Enter prefix> <Enter Service Provider contact name>
<Enter Name of Service Provider Company>
<Enter Service Provider business address>
<Enter City, State Zip Code>

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

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

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

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

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

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

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

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

Name of Service Provider _____

Name of Authorized Representative _____

Signature _____

NCDOT District Engineer _____

Signature _____

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

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full name of Corporation

_____ Address as prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
Select appropriate title

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

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 Member/Manager

_____ Individually

_____ 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
JOINT VENTURE (2) or (3)**

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

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

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

SIGNATURE OF CONTRACTORS

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

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

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

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

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

NOTARY SEAL

Affidavit must be notarized for Line (3)

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

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

NOTARY SEAL

Affidavit must be notarized for Line (4)

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

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

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

_____ Individual name

Trading and doing business as

_____ Full name of Firm

_____ Address as Prequalified

_____ Signature of Witness

_____ Signature of Contractor, Individually

_____ Print or type Signer's name

_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

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

NOTARY SEAL

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

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

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

NOTARY SEAL

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

Contract No

County (ies): **Various**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Execution of Contract and Bonds
Approved as to Form:

Attorney General