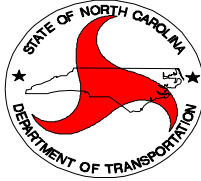


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 7

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

DATE AND TIME OF BID OPENING: FEBRUARY 1, 2018 AT 2:00 P.M.

CONTRACT ID: D7POC217

WBS ELEMENT NO.: 7RE.107917, 7RE.207917, 7.107911,& 7.207911

COUNTY: ROCKINGHAM COUNTY

TYPE OF WORK: LITTER AND DEBRIS REMOVAL AND
RECYCLING ON PRIMARY AND
SECONDARY ROADS

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 7
ATTN: CAROLYN T. HUSKINS
1584 YANCEYVILLE STREET
GREENSBORO, NC 27405

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. D7POC217 IN ROCKINGHAM COUNTY, NORTH CAROLINA**

Date _____ 20 _____

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **D7POC217**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Bidder agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **D7POC217** in **Rockingham County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, 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 over the signature of the said Contract Officer or Division Engineer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

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INSTRUCTIONS TO BIDDERS**PLEASE READ ALL INSTRUCTIONS CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID.**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid.

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than TWO decimal places.
4. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 1584 Yanceyville Street, BY 2:00 P.M. ON, February 1, 2018.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR –D7POC217
TO BE OPENED AT 2:00 P.M. ON, February 1, 2018.**

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N. C. DEPARTMENT OF TRANSPORTATION
ATTN: Carolyn T. Huskins
1584 Yanceyville Street
Greensboro, NC 27405**

PROJECT SPECIAL PROVISIONS - GENERAL**DIVISION LET CONTRACT PREQUALIFICATION - SBE:**

(07-01-14)(6-1-15)

SPD 01-410

The contractor and/or subcontractor(s) shall be prequalified in the work code(s) for which they will complete. Any contractor identified as working outside their expertise will be considered in default of contract.

BOND REQUIREMENTS – No Bonds Required

(06-01-16)

SPD 01-420B

The provisions of Articles 102-10 and 103-7 of the *2018 Standard Specifications for Roads and Structures* are waived for this project. No bonds required.

GENERAL

This contract is for litter/debris removal and recycling on primary and secondary roads assigned by the County Maintenance Engineer in Rockingham County. Roads will be selected by the County Maintenance Engineer and work may not be available every day. The contractor is to provide all equipment, labor and material.

All materials and workmanship shall be in accordance with the following:

The Project Special Provisions, Project Standard Provisions, most current Standard Special Provisions, *Manual of Uniform Traffic Control Devices (MUTCD)*, Provisions contained in the applicable Sections of the North Carolina Department of Transportation's *Standard Specifications for Roads and Structures*, and Drawings contained in the applicable sections of the North Carolina Department of Transportation's *Roadway Standard Drawings* shall apply.

The published volume entitled *North Carolina Department of Transportation, Standard Specifications for Roads and Structures*, with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in the contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

The Contractor shall keep himself fully informed of all Federal, State, and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *Standard Specifications*.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **February 16, 2018**.

The completion date for this contract is **February 15, 2019**.

TERM OF CONTRACT

Div. 7

This contract shall be effective for one (1) contract period. The contract period will last from the availability date to the completion date, as noted above. At the option of the NC Department of Transportation, and upon agreement by the contractor, this contract may be extended up to two (2) additional contract periods. The unit bid prices will increase by three (3) percent each contract period. All other terms and conditions as stated herein shall remain the same.

The Engineer will notify the Contractor in writing 60 days before the end of the contract period if the contract may be extended for the following year. The Contractor must notify the Engineer in writing within 30 calendar days of his/her acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be considered a rejection of the contract extension.

BASIS OF AWARD

Quantities for this work are unknown but will be determined on an as needed basis. Determination of the apparent low bidder will be made by extending the unit prices quoted on the Bid Proposal Form.

The quantities shown on the Bid Proposal Form are for determination of low bid only and do not reflect total quantities for the contract. An increase or decrease in quantities shall not be cause for an adjustment in unit prices.

Unit prices shall reflect actual costs; unbalanced bids may be rejected per the North Carolina Department of Transportation's *Standard Specifications for Roads and Structures*.

ENGINEERING AND INSPECTION

(6-22-2011)

Div. 7

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer or designated representative will make inspections (the next day) of the completed sections of work. It will be the responsibility of the Contractor to keep the Engineer informed of his/her proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

PROSECUTION AND PROGRESS:

(3-16-10)

108

SPD 1-700

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods as may be required to complete the work described in the contract by the completion date and in accordance with the *Standard Specifications*.

The Contractor's operations are restricted to daylight hours. No work may be performed on weekends or State holidays, unless otherwise approved by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

COOPERATION WITH STATE FORCES:

1-22-2009

DDC-7.

The Department reserves the right at any time for State Forces to perform other or additional work on or near the work covered by this contract. When State Forces perform work within the limits of the project, the Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by State Forces. The Contractor shall conduct his operation in such a manner as to avoid damaging any work being performed by State Forces, or any work that has been completed by State Forces.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (Rev. 5-16-06)

SP1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

PROJECT SPECIAL PROVISIONS**LITTER/DEBRIS REMOVAL AND RECYCLING**

(5-20-12)

Div. 7

The contractor shall mobilize within the specified time frame. No direct payment will be made for mobilization as it shall be considered incidental to the contract unit bid price of all bid items. The contractor shall provide adequate personnel and materials (litterbags) to remove litter and debris on all areas of the shoulders including mowed areas as well as non-mowed areas.

All litter and large debris shall be removed except along concrete barrier walls in medians. Large debris consists of but is not limited to building supplies, metals, household furnishings, vehicle parts, cardboard, plastics and ladders, etc.

All aluminum cans, glass bottles, plastic bottles, and rubber tires collected within the right of way shall be recycled at any approved commercial recycling facility. The Contractor shall report the number of pounds of each of the recycled materials listed to the District Office on a monthly basis. The North Carolina Department of Transportation may require weight tickets or other forms of receipt from the recycling facilities.

All litter/debris and recyclable material shall be removed from the right-of-way prior to the end of each day. Storage or stockpiling of litter/debris and recyclables (piles of litterbags, tires, tire debris, etc.) will not be permitted. The Contractor shall not use NCDOT accounts at the landfills nor dispose of the litter/debris in NCDOT trash containers. Vehicles used for litter removal activities shall not be parked on the roadway nor on median shoulders unless prior approved is received from the Engineer. Vehicles parked on shoulders shall be a minimum of 40 feet off of the edge of the travelway.

All collected litter/debris shall be bagged or containered immediately and kept off of the traveled portions of the roadway, shoulders, and right-of-ways (including paved shoulders) during that day's collection process.

In the event the litter/debris removal fall within an active North Carolina Department of Transportation construction project, that portion of the road will be deleted at the direction of the Department. The section(s) of roads deleted may be reinstated following completion of the project.

Removal and Disposal of Debris

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of materials, not to be recycled, shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division. The Contractor's personnel shall pickup and dispose of any litter or debris, not eligible for recycling, in an approved landfill. Litter or debris may consist of any item not considered normal to the right-of-way. Weight tickets for disposal at approved landfills may be required.

“THIS CONTRACT SHALL BE IMMEDIATELY TERMINATED IF THE CONTRACTOR IS FOUND GUILTY OF ILLEGAL DUMPING”.

Cycle

The contract time to satisfactorily complete a cycle is ten (10) weeks. The Contract includes five (5) cycles beginning:

March 12, 2018 -	Cycle 1
May 21, 2018 -	Cycle 2
July 30, 2018 -	Cycle-3

October 8, 2018- Cycle-4
December 17, 2018- Cycle-5

Method of Measurement

The quantity of litter/debris removal and recycling to be paid will be the actual number of shoulder miles acceptably collected. Highway mileage will be determined from NCDOT county maintenance maps. In the case of dispute or obvious error, the mileage shall be measured by a representative of the North Carolina Department of Transportation and the Contractor.

Normally, one map mile of two-lane or multi-lane undivided highway shall equal two (2) shoulder miles, and one map mile of multi-lane divided highway with grassed median shall equal four (4) shoulder miles, one map mile of multi-lane concrete median barrier wall divided highway shall equal two (2) shoulder miles

Basis of Payment

The quantity of litter/debris removal and recycling, measured as provided above, will be paid for at the contract unit price per shoulder mile for Litter/Debris Removal and Recycling on primary and secondary roads in Rockingham County.

Payment at the contract unit price will be full compensation for all work, including but not limited to supervision, labor and materials, transportation, fuels, lubricants, repair parts, equipment, machinery, tools, and dumping fees necessary for the prosecution and completion of the work.

Payments will be made to the Contractor for work accomplished and accepted.

Pay Item	Unit
Litter/Debris Removal and Recycling on Primary Routes	SMI
Litter/Debris Removal and Recycling on Secondary Roads	SMI

HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL

(5-20-12)

Div. 7

When the Contractor’s operations encounter or expose any abnormal condition which may indicate the presence of a hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately.

EROSION CONTROL:

(9-25-12)

Div. 7

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation. In the event that the Contractor’s operations create erodible surfaces, the Contractor shall install appropriate erosion control devices as determined by the Engineer.

Erosion Control devices may include but shall not be limited to seeding and mulching, Silt Fence, Erosion Control Stone and Sediment Control Stone.

No direct payment shall be made for erosion control items or installation, as they shall be considered incidental to other contract items.

STANDARD SPECIAL PROVISIONS

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2018 Standard Specifications*.

ERRATA

(1-16-18)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 7

Page 7-27, line 4, Article 725-1 MEASUREMENT AND PAYMENT, replace article number “725-1” with “724-4”.

Page 7-28, line 10, Article 725-1 MEASUREMENT AND PAYMENT, replace article number “725-1” with “725-3”.

PLANT AND PEST QUARANTINES**(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)**

(3-18-03) (Rev. 12-20-16)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, or other noxious weeds.

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall 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.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

COMPENSATION

All work or items, other than those listed on the Bid Form contained in the Contract Proposal, necessary to complete this work will be considered incidental in nature and no further compensation will be made.

All invoices shall be original and submitted to Jeremy Delapp, County Maintenance Engineer for approval. **Statements of all subcontractor payments shall be included with invoices. These statements are to be submitted on the Subcontractor Payment Information Form (DBE-IS), they shall be original and in ink.**

Invoices should bear the words "Due Upon Receipt", the company name and address, the "from" and "to" periods" and the REMIT TO address. (Note: Please place the words REMIT TO above this address.)

All invoices and DBE-IS Forms are to be mailed to the Division 7 County Maintenance Engineer's Office:

NCDOT
Attn: Jeremy Delapp, CME
191 NC 65
Reidsville, NC 27320

The County Maintenance Engineer will approve all invoices and DBE-IS for payment. Invoices not accompanied by a completed DBE-IS form will not be processed.

Payment will not be made until original invoices and DBE-IS forms are received. Faxed invoices will not be processed.

ADDENDA

ADDENDUM #1

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #3.

ITEMIZED PROPOSAL FOR CONTRACT NO. D7POC217**WBS Element:** 7RE.107917, 7RE.207917, 7.107911, 7.207911**County:** Rockingham**Description:** Litter /Debris Removal and Recycling on Primary and Secondary Roads

Line #	Sect. #	Item Description	QTY	Unit	Unit Price	Bid Amount
10	SP	Litter/debris removal and recycling on primary routes	2,399	SHM		
20	SP	Litter/debris removal and recycling on secondary routes	1,512	SHM		
TOTAL AMOUNT BID						

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

Full name of Corporation

Address as Prequalified

Attest _____ By _____
Secretary/Assistant Secretary President/Vice President/Assistant Vice President
(Select appropriate title) (Select appropriate title)

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

Full Name of
Partnership

Address as
Prequalified

Signature of Witness

Signature of Partner

Print or Type Signer's Name

Print or Type Signer's Name

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION**

LIMITED LIABILITY COMPANY

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

_____ Full Name of Firm

_____ Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
(Select appropriate Title)

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

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

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

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

Name of Prequalified Bidder

Individual Name

Trading and Doing Business As

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Prequalified Bidder, Individual

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

Name of Prequalified Bidder _____
Print or Type Name

Address as Prequalified

Signature of Prequalified Bidder, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

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.

EXECUTION OF CONTRACT

Contract No: D7POC217

County: Rockingham County

ACCEPTED BY THE DEPARTMENT

Proposals Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Engineer

Date

Rockingham County

Litter Contract Routes - Primary

Map	Route	From	To	Length	Shoulders	SHM
1	US 29 Business	US 29	NC 87	4.10	2	8.20
2	US 29 Business	NC 14	Mayfield Road	8.80	2	17.60
3	NC 68	Guilford County Line	US 220	2.00	2	4.00
4	US 220 Business	Utility Road	Pextile Road	2.90	2	5.80
5	US 311	Virginia State Line	South of Church	3.70	2	7.40
6	US 311	Island Drive	Stokes County Line	4.00	2	8.00
7	NC 135	Harrington Hwy	US 220	9.20	2	18.40
8	NC 700	Caswell County Line	Dan River Bridge	11.80	2	23.60
9	NC 770	Old NC 135	Dalton Loop	6.20	2	12.40
10	NC 770	Glenn Street	Stokes County Line	7.60	2	15.20
11	NC 87	NC 14	Dunn Street	2.50	2	5.00
12	NC 87	Dan River Bridge	Freeway Drive	11.10	2	22.20
13	NC 87	US 29 Bus.	Caswell County Line	9.30	2	18.60
14	NC 150	Guilford County Line	NC 87	3.00	2	6.00
15	NC 150	NC 87	Caswell County Line	3.80	2	7.60
16	US 158	Caswell County Line	US 29	6.70	2	13.40
17	US 158	Reid School Road	Guilford County Line	13.90	2	27.80
18	NC 65	NC 68	NC 87	19.20	2	38.40
19	NC 704	NC 65	US 220	8.00	2	16.00
20	NC 704	West Rock. Middle Sch	Stokes County Line	3.50	2	7.00
Total				141.30		282.60
Number of Cycles						5
Total Quantity						1413.00

Litter Contract Routes - Secondary (East)

Map	Route	From	To	Length	Shoulders	SHM
1	2406/2937 - Iron Works Rd	US 158	NC 65	6.4	2	12.8
2	1001 - Sandy Cross Road	NC 87	Iron Works Road	4.95	2	9.90
3	1001 - Woolen Store Road	Iron Works Road	US 158	3.60	2	7.20
4	1001 - Church Street	US 158	Guilford County Line	1.90	2	3.80
5	1002 - Scalesville Road	Church Street	Guilford County Line	1.80	2	3.60
6	2426 - Cunningham Mill Rd	US 158	Benaja Road	3.20	2	6.4
7	2424 - Spearman Road	Cunningham Mill Road	Guilford County Line	1.80	2	3.6
8	2627 - Candy Creek Road	US 29 Bus	NC 150	3.00	2	6.00
9	2600 - Mizpah Church Road	US 29 Bus	NC 87	3.84	2	7.68
10	2598 - Cook Florist Road	NC 87	Mizpah Church Road	1.94	2	3.88
11	2614 - High Rock Road	NC 87	Guilford County Line	3.10	2	6.20
12	2658 - Parkdale Road	Caswell County Line	Guilford County Line	1.00	2	2.00
13	2594 - Holiday Loop	NC 87	NC 87	1.42	2	2.84
14	2571 - Grooms Road	Holiday Loop	US 158	7.30	2	14.60
15	2579 - Brooks Road	Grooms Road	US 158	2.95	2	5.90
16	2565 - Lick Fork Creek Rd	US 158	Ruffin Road	4.08	2	8.16
17	2561 - Old US 29	US 29 Bus	Caswell County Line	1.87	2	3.74
18	2708 - Service Road	Mayfield Road	Chandler Mill Road	1.85	2	3.70
19	1767 - Mayfield Road	NC 700	US 29 Bus	4.00	2	8.00
20	1761 - Berry Hill Bridge Rd	Loop Loop	Virginia State Line	2.40	2	4.80
21	2715 - Hampton Road	Mt. Carmel Church Rd	NC 700	3.48	2	6.96
22	1914 - Oregon Hill Road	US 29 Bus	NC 700	6.00	2	12.00
23	1941 - Crutchfield Road	US 29 Bus	Mt. Carmel Ch. Road	3.41	2	6.82
Total				75.29		150.58
Number of Cycles						5
Total Quantity						752.90

Litter Contract Routes - Secondary (West)

Map	Route	From	To	Length	Shoulders	SHM
1	2145 - Settle Bridge Rd	NC 65	Priddy Loop	7.80	2	15.6
2	2154 - Stone Mt. Rd	River Road	NC 770	4.30	2	8.6
3	1593 - Settlement Loop	NC 770	NC 770	1.90	2	3.8
4	1535 - Price Road	Center Church Road	US 220	9.31	2	18.62
5	1501 - Garrett Road	Price Road	Bridge St/Oakland Ave	6.17	2	12.34
6	1603 - Henry Street	Pextile Road	US 220	6.89	2	13.78
7	1378 - Martinsville Loop	US 220	US 220	0.80	2	1.6
8	1380 - Spencer Road	Martinsville Loop	Virginia State Line	0.40	2	0.8
9	1395 - Janet Road	US 220 Bus	NC 770	2.80	2	5.6
10	1321 - Park Road	Ayersville Road	NC 770	5.50	2	11
11	1162 - K-Fork Road	US 311	Stokes County Line	2.25	2	4.5
12	1145 - Mineral Springs Rd	NC 704	Ellisboro Road	1.50	2	3
13	1110 - Ellisboro Road	US 220	Guilford County Line	9.07	2	18.14
14	2326 - Gold Hill Road	US 220	Bethany Road	4.20	2	8.4
15	2316 - Bethany Road	Bald Hill Loop	NC 65	5.10	2	10.2
16	2308 - Bald Hill Loop	NC 704	NC 704	4.77	2	9.54
17	2371 - County Home Road	NC 65	Vernon Road	3.15	2	6.3
Total				75.91		151.82
Number of Cycles					5	
Total Quantity					759.10	