STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSAL

DATE AND TIME OF BID OPENING:	**DECEMBER 2, 2026 AT 2:00 P.M.**
BID QUESTIONS:	**NOVEMBER 12, 2026 AT 5:00 P.M.**
BID PROPOSAL NO.:	**54-TJK-02-PR40715**
WBS ELEMENT NO.:	**2RE.102518**
COUNTY:	**CRAVEN – DIVISION 2**
LOCATION:	**US 70, EXIT 409 NEAR CLARKS**
TYPE OF WORK:	**CUSTODIAL OPERATIONS AND MAINTENANCE OF REST AREA**
DATE OF AVAILABILITY:	**FEBRUARY 1, 2027**
COMPLETION DATE:	**JANUARY 31, 2028**

SMALL BUSINESS CERTIFICATION MANDATORY

PROPOSAL

FOR THE CONSTRUCTION OF

BID NO. 54-TJK-02-PR40715 IN CRAVEN COUNTY – DIVISION 2, NORTH CAROLINA

NOVEMBER 4, 2026

DEPARTMENT OF TRANSPORTATION,

RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as **BID NO 54-TJK-02-PR40715**; 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 bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal. The undersigned Bidder further 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 2024 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 BID NO. **54-TJK-02-PR40715**, 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 2024* 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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PROJECT SPECIAL PROVISIONS

PROJECT

Craven County Rest Area (single) on US 70 at Exit 409, SR 1225, near Clarks.

SCOPE OF CONTRACT

The North Carolina Department of Transportation (hereinafter referred to as "Department") is seeking the services of a janitorial maintenance company to provide custodial operations and maintenance of rest area consisting of but not limited to an efficient janitorial service including labor, supervision, equipment and supplies as specified herein. The intent of these specifications and requirements is to state and define the terms and conditions under which the Contractor shall provide the management, supervision, and manpower capable of performing work at the highest standards of janitorial excellence necessary to provide these services in a professional and workmanlike manner. This document is intended as a benchmark of the Department's minimum standards for rest area janitorial maintenance.

The Department places significant value on the safety and treatment of travelers who visit rest areas. All travelers are to be treated as customers and the Contractor shall emphasize safety and customer service at all times. The provisions of the services required as part of this solicitation ultimately reflect upon the Department and the State of North Carolina as a whole. This proposal, as written, is to be binding by the State and the Contractor.

MANDATORY PRE-BID

Please be advised that any references in the RFP to pre-bid language will not apply as a pre-bid will not be held for this contract. If bidders have questions, they will be addressed in an addendum.

INTERESTED PARTIES LIST NOT REQUIRED:

(6-21-22)(Rev. 2-20-24) 102 SP1 G02

Revise the *Standard Specifications* as follows:

The *Interested Parties List* sign up process is not applicable to this contract.

Page 1-13, Article 102-3 PROPOSALS AND INTERESTED PARTIES LIST, lines 12-15, delete the first paragraph.

Page 1-14, Article 102-8 PREPARATION AND SUBMISSION OF BIDS, lines 43-44, delete the first sentence of the first paragraph.

BID QUESTIONS

Purpose: Upon review of the bid documents, bidders may have questions to clarify or interpret the bid in order to submit the best bid possible. To accommodate the Bid Questions process, bidders shall submit by email any such questions **no later than November 12, 2026 at 5:00 PM**. A response to bidder questions will be in the form of an addendum.

Instructions: Written questions shall be emailed to **Teddy Kapera** **tjkapera@ncdot.gov** by the date and time specified above. Bidders will enter **"54-TJK-02-PR40715 – Questions"** as the subject for the email. Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be documented and included in an addendum to be posted on Connect NCDOT: **https://connect.ncdot.gov/letting/Pages/Roadside-Environmental.aspx** and on the electronic Vendor Portal (eVP), **https://evp.nc.gov .** No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Bidders shall be entitled to rely only on written material contained in an Addendum to this RFP.

The Contractor must sign the addendum signature page(s) where indicated and the entire addendum should be returned with the bid package. Please return the entire addendum, but failure to return the executed signature page(s) of the addendum may result in disqualification of bid.

SMALL BUSINESS ENTERPRISE (SBE) CONTRACT

The Department of Transportation does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, political affiliation/influence, or national origin.

This is a SBE contract and to qualify for the NCDOT SBE Program a firm must have an annual gross income of $1,500,000 or less, exclusive of materials. **Only contractors currently certified as a SBE Contractor by the NCDOT Office of Civil Rights SBE Program Manager and listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project.**

Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet to the SBE Program Manager prior to bid submittal to allow for review time. Additional information on the program, including the application to become certified, may be obtained online at:

https://connect.ncdot.gov/business/SmallBusiness/Pages/default.aspx

Bidders must renew their SBE status and recertify each year. It is the bidder's responsibility to ensure that their existing SBE status does not lapse prior to bid opening. **Advance notification of pending renewal dates is not guaranteed.**

Per G.S. 136-28.10, a NC General Contractor's license may be waived for SBE contracts. For this project, the NC General Contractor's license will be waived. Per G.S. 136-28.10, contract payment and performance bonds may be waived. For this project, the contract payment and performance bonds will be waived. However, a performance guarantee will be required.

SMALL BUSINESS ENTERPRISE (MULTI-YEAR MAINTENANCE CONTRACTS)

(4-20-21)(Rev. 4-19-22) SP1 G72

This contract is a multi-year contract let pursuant to the Small Business Enterprise provisions of N.C. General Statute §136-28.10. In accordance with N.C. General Statute §136-28.10, an award in a contract may be for an amount less but shall not exceed $1,000,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

PREQUALIFICATION

The Department encourages and promotes the growth, development, and continuation of competent Contractors that can perform the work necessary under this contract. The Department's procurement process is built on the principle of competition. The Department believes that the specifications and requirements under this contract are reasonable to satisfy the need for services requested, but are not unduly restrictive, in order to encourage competition in the open market. In furtherance of these principles, bidders are not required to be prequalified for this contract. All references to "prequalification" of bidders are hereby waived for this contract.

CONTRACT TIME AND COMPLETION DATE

The date of availability for this contract will be February 1, 2027. The completion date for this contract is one (1) year from date of availability.

This project is to be awarded, if the award is to be made in the discretion of the Department, within thirty (30) days after the opening of bids.

Extension of Contract: At the sole option and discretion of the contracting agency, North Carolina Department of Transportation (NCDOT), and upon written notification, this contract may be extended for two (2) additional

periods, one (1) year each, unless a shorter time is mutually agreed upon by the parties, (maximum of three years total), to include leap year when applicable. Extensions for additional term(s) are not guaranteed. Upon receipt of notification, the Contractor will be given fifteen (15) days to reply as to acceptance or rejection of an extension. If a reply is not received from the Contractor within fifteen (15) days, NCDOT reserves the right not to extend. The lump sum bid price will be increased for each one-year extension by two (2) percent of the current price. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Contractor will be notified ninety (90) days before expiration of the contract if NCDOT chooses not to offer an extension.

In accordance with G.S. 136-28.10 (Highway Fund and Highway Trust Fund Small Project Bidding) the maximum contract limit for Small Business Enterprise (SBE) projects is $1,000,000 per year.

NOTE: In order to extend the contract, proof of insurance coverage must be received by the Department's Purchasing Office, thirty (30) days prior to the expiration of the current contract.

ALTERNATE BID ITEM FOR REDUCED STAFFING DURING BUDGET RESTRICTIONS

In the event that budget restrictions are in effect at any time during the course of this contract, reduced staffing will go into effect. Therefore, an alternate bid item for Reduced Staffing during Budget Restrictions is included in this proposal and will be utilized during the restricted time as determined by the Engineer.

All applicable provisions included in this proposal shall be considered a part of this alternate bid item.

Bidders submitting only the lump sum bid price for Provide Custodial Operation and Maintenance and not the alternate monthly bid price for Provide Custodial Operation and Maintenance with Reduced Staffing during Budget Restrictions will be considered irregular and will result in rejection of bid.

Conversely, bidders submitting only the alternate monthly bid price for Provide Custodial Operation and Maintenance with Reduced Staffing during Budget Restrictions and not the lump sum bid price for Provide Custodial Operation and Maintenance will be considered irregular and will result in rejection of bid.

Both bid items must be submitted, or the bid will be considered irregular and will result in rejection of bid.

For the sole purpose of determining the lowest cost, the Bidder's lump sum bid price for Provide Custodial Operation and Maintenance will be used in the evaluation of the bid proposal. The alternate bid item for Provide Custodial Operation and Maintenance with Reduced Staffing during Budget Restrictions must be a responsible bid as well, or the Department reserves the right to negotiate the price prior to the budget restrictions taking effect.

PERFORMANCE GUARANTEE

For this project, the contract payment bond will be waived. In lieu of a contract performance bond, a performance guarantee will be required.

For the first year of this contract, the Contractor agrees to a Performance Guarantee consisting of five (5) per cent less than the amount of the monthly compensation. This is the amount of monthly compensation before any non-compliance or performance deductions. The Performance Guarantee will not be deducted for extensions and will be refunded without interest, pending the project site review, by the Contracting Agency at the end of the initial contract unless an extension has been effected in which case the Performance Guarantee will be refunded at the completion of the final contract extension. In cases of default, the Performance Guarantee will not be refunded to the Contractor.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division Two, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of

progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The published volume entitled **North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures** with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract. Unless otherwise modified, all the 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.

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 Statue. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin".

All eligible proposals will be evaluated and acceptance made of the bid judged in the discretion of the contracting agency to determine the lowest responsible bidder for the purpose intended. The Contracting Agency using its discretion, will determine whether a bidder is a "responsible" bidder. In determining whether a bidder is "responsible, the Contracting Agency will evaluate, the bid price, completeness and content of the bid, Bidder's experience, ability of the Bidder and staff to perform the services required, Bidder's past performance, references, operations plan including completed personnel and materials outlines, and Bidder's financial stability. After opening bids and prior to award, the Contracting Agency may also seek additional information from any or all bidders regarding the bidder's proposal, qualifications, experience, and ability to perform the required work prior to determining whether a bidder is a "responsible" bidder. No changes in bid price or price negotiations will be allowed after bids are opened and prior to an award. After the Contracting Agencies evaluation, the award of the contract, if awarded, will be made to the lowest responsible bidder. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. If a Bidder is awarded a contract, he/she will be expected to perform the work. Failure to perform may result in the Bidder being held in default of contract. In the event of default, the Department may, in its discretion, contact the next lowest responsible bidder to determine whether that next lowest responsible bidder is willing and able to complete the contract at its bid price.

Unless otherwise allowed by the Engineer, any formal protest to any proposed bid shall be made in writing (email is acceptable) to the Engineer for the project within five (5) days of bid opening and shall clearly indicate that it is a "bid protest." The protest must list each item that the protester believes is grounds for rendering a bid defective. The Engineer will evaluate the protest and determine, in his/her discretion, whether any further action should be taken. Further action may consist of, but not limited to, seeking additional information and/or clarification from any and all bidders regarding the alleged complaint/protest, rejecting any or all bids, finding any or all bids irregular, finding any or all bidders "not responsible", holding a possible informal meeting to discuss the protest, or other actions in the discretion of the Engineer. After further evaluation the Engineer will notify the protesting party what further action, if any, will be taken with regard to the protest. All awards are final and are not subject to further review.

INSURANCE

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor 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 Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard *Association for Cooperative Operations Research and Development (ACORD)* certificate of liability insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of $5,000,000 per occurrence and $5,000,000 general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages that may arise from operating under the contract by the employees and agents of the Contractor. 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 Contractor 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 contractor 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 Contractor 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 Engineer. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

The Contractor shall take out and maintain during the life of this contract Worker's Compensation Insurance for all of his employees employed at the site(s) of the project, in the amounts required by law. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees employed at the site(s) of the project, unless such employees are covered by the protection afforded by the Contractor.

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93.

The contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and Subcontractors performing work covered by this contract from claims for damage or property damages which may arise from operations under this contract. This insurance shall protect the Contractor whether such operations are done by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

Proof of insurance from the Insurance Company as described above, for the period of the contract, shall be furnished to the Engineer prior to beginning of service. In addition to proof of insurance, the Contractor's policy

shall include provisions whereby the Insurance Company will notify NCDOT thirty (30) days prior to the policy being cancelled.

SUBLETTING OF CONTRACT

All work as outlined under this contract shall be performed by employees of the Contractor or by an approved Subcontractor. Any requests for subcontracting must be submitted in writing to the Engineer a minimum of thirty (30) days prior to the proposed implementation of the subcontract. Subcontracting of required personnel staffing (including supervisor) will not be permitted in this contract. The approval of any subcontract will not release the Contractor of liability under the contract, nor will the subcontractor or the second tier subcontractor have any claim against NCDOT by reason of the approval of the subcontract.

Failure of the Contractor to comply with any of the provisions of this article may be justification for disqualifying the Contractor from further bidding. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

PERFORMANCE OF WORK

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract. The aesthetic appearance of the site and its reflection on the North Carolina Department of Transportation as well as the safety and convenience of the public is the essence of the service.

TEMPORARY SUSPENSION OF THE WORK

The Engineer or his representative will observe operations and may suspend work for unsafe activities or conditions. Work will not resume until the unsafe condition has been eliminated or corrected.
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 Article 108-7 of the Standard Specifications.

SITE INVESTIGATION AND REPRESENTATION:

By signing the proposal documents, the Contractor acknowledges that:

(A) He understands the nature of the work and general and local conditions, particularly those bearing on transportation;

(B) He is familiar with the availability and cost of labor and materials;

(C) He will to adhere to State regulations for safety and security of property, roads, and facilities;

(D) He is able to prosecute the work in accordance with all applicable local, state and federal rules and regulations, and;

(E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility of any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor’s negligence to familiarize himself with the contract or project site(s).

CONTRACT CANCELLATION POLICIES

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

CANCELLATION BY DEPARTMENT (DEFAULT)

The general reputation and performance of the Contractor is a reflection on the Department of Transportation. This contract may be cancelled at any time by reason of unsatisfactory performance or other default of the Contractor upon five (5) day's prior written notice by the Department. In addition, this contract may be cancelled immediately by written notification upon receipt of substantiated notification and verification that the Contractor has failed to properly pay in a timely or reasonable manner employees, suppliers, or businesses used in the completion of the contractual requirements contained in this proposal, or if the Contractor is found to be issuing checks not covered by sufficient funds. In such instances, the Department may request that the successful bidder be debarred from doing business with the Department, the state, and /or any of its subdivisions. Formal complaints may be filed with the NC Department of Labor, the Secretary of State, and the Attorney General's Office.

CONTRACTOR DEFAULT

When a Contractor defaults on an existing Custodial Operations and Maintenance and/or Professional Lawn and Grounds Maintenance Rest Area Contract, the Contractor will not be considered for award of future contracts or extensions of current contracts, until the defaulted Contractor can demonstrate as indicated below that he/she is capable of meeting the requirements outlined in the new Custodial Operations and Maintenance and/or Professional Lawn and Grounds Maintenance Rest Area Proposal.

After a period of one (1) year from the date of default notification, a defaulted Contractor is eligible to present to the Department documentation that he/she is indeed capable of meeting the requirements outlined in the new Custodial Operations and Maintenance and/or Professional Lawn and Grounds Maintenance Rest Area Proposal. Documentation shall consist of:

1) Affidavits from a minimum of three (3) contracting firms that the Contractor has provided satisfactory performance of comparable custodial and/or grounds services within the past year;

2) Affidavits from a minimum of three (3) suppliers that the Contractor has paid said suppliers in a timely manner as set forth by the suppliers within the past year; and

3) Audited financial statements from the past year verifying that the Contractor is in good financial standing.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)(Rev. 1-16-24) 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(D) of the *Standard Specifications*.

CANCELLATION DUE TO DISCONTINUATION OF SERVICE

In the event that the Department feels that it is in the State's best interest to temporarily discontinue use of the rest area facilities to serve the public, due to damages done to the facility or roadway by acts of God, vandalism, or major renovation work deemed necessary by the Department, the Department will give the Contractor thirty (30) days written notice of cancellation of the contract.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

LAWS TO BE OBSERVED

In accordance with 107-1 of the Standard Specifications. The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decreed of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall indemnify and hold harmless the Board of Transportation and the Department of Transportation and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, by the Contractor or by his agents and employees.

RESPONSIBILITY FOR DAMAGE CLAIMS

In accordance with 107-14 of the Standard Specifications. The Contractor shall indemnify and save harmless the Board of Transportation and its members and the Department of Transportation and its officers, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

SAFETY AND ACCIDENT PROTECTION

In accordance with 107-21 of the Standard Specifications. The Contractor 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 his 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.

WAGES AND CONDITIONS OF EMPLOYMENT

In accordance with 107-22 of the Standard Specifications. The Contractor's attention is directed to the provisions and requirements of any and all public statutes which regulate hours or conditions of employment on public work. Such provisions and requirements that are appropriate, in accordance with the intent of the particular law, act, or statute, will be applicable to all work performed by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed by subcontract. It will be the responsibility of the Contractor to ascertain the appropriate application of such provisions and requirements to the work.

CUSTODIAL OPERATIONS AND MAINTENANCE OF REST AREA

DESCRIPTION

The Contractor is to perform custodial operations and maintenance as specified herein to insure the facilities below are maintained in a safe, attractive, clean, sanitary and operable manner at all times. This contract includes rest area service building, inside & out; utility/storage building(s); vending machine building; outside lighting (does not include maintenance of 15' and 30' pole lights); picnic facilities; and the water distribution system and sewer system.

NAME AND LOCATION OF FACILITIES

NC Department of Transportation Rest Area (single) on US 70 at Exit 409, SR 1225, in Craven County, near Clarks.

VISITATION AND WATER USAGE

The most current estimated yearly visitation number will be considered 263,833 people for the one-year period of June 2025 through July 2026. The contract term is for one year. Bidders are to provide a lump sum for a one-year period.

Rest Area	Estimated Average Water (gal) per Person	Estimated People per Year
Craven, US 70	2.19	263,833

TERMS AND DEFINITIONS

1. Safe: A condition free of hazards and not having a potential for personal injury or harm.
2. Clean: Free of impurities or foreign matter not normally a part of the original component and, if necessary, eliminating objectionable odors.
3. Sanitary: Promoting healthful conditions by the elimination of dirt, agents of disease or infection through ventilation, cleansing with sanitizers, disinfectants, or disposal of wastes.
4. Operable: Capable of being used as originally intended, including, but not limited to, properly flushing and draining commodes, urinals and sinks.
5. Scrub: The use of brushes, stiff bristle type, or other cleaning tools to accomplish the cleaning of various surfaces. Soap and clean water or other approved cleaning materials can be used with the proper cleaning tools.
6. Wash: To cleanse using water or other liquid, usually with soap or some type of detergent by immersing, dipping, rubbing or scrubbing.
7. Engineer: The Division Engineer of the Highway Division in which the project is located, acting directly or through his duly authorized representative.

PROJECT PRE-WORK CONFERENCE

PROJECT DOCUMENT REVIEW

General: Following the award of a contract and prior to beginning work, the Engineer will schedule a project Pre-Work Conference with the Contractor. At this time, the Engineer will review for approval the Contractor's work plan, national criminal background checks, staffing, materials list, equipment, etc. to insure compliance with contract.

The Contractor shall furnish the information as listed below for the project Pre-Work Conference.

a. Supervisor's name, address, telephone and mobile number. A resume may be required.

b. Breakdown on staffing by name, shifts, male, female, hours, etc. The Contractor National Criminal Background Check Certification form and national criminal background record information shall be submitted for all potential employees, including all Contractor officers, owners, partners and/or managers and all personnel who will represent the contracting company.

   If a criminal background identifies a possible criminal offense, the criminal background shall include the name of the offense, date of offense, and disposition of the offense. If requested by NCDOT, and at the Contractor's expense, the Contractor shall also provide any additional information regarding the criminal background of any potential employee.

   Note: In some situations, a National Criminal Background Check may not include all the necessary information for offenses that occurred in the State of North Carolina. For a list of companies that can provide criminal background checks for offenses in the State of North Carolina please visit the N.C. Administrative Office of Courts website:

   http://www.nccourts.org/Citizens/GoToCourt/Obtainongoing.asp

c. Completed Rest Area Contract Maintenance Janitorial Supplies list for review and approval. Labels and SDS shall be submitted for each product.

d. Copy of Uniform Rental and Cleaning Contract from uniform rental company, indicating the number of employees receiving uniforms and the number of uniforms for each employee.

e. Copy of Waste Disposal Service Contract from waste disposal service company, for trash and for recycling, indicating the number and size of the dumpsters/carts being serviced and the number of days per week scheduled for pick up.

f. List and contact information of all suppliers to be used in the completion of the contractual requirements contained in this proposal and the materials, equipment, supplies, repair parts, etc. being provided by each.

g. Written payroll schedule for the contract, outlining the terms and conditions.

PRE-WORK AND POST-WORK PROJECT SITE REVIEW

General: The Contractor and NCDOT Personnel shall conduct a pre-work and post-work thorough review/inspection of the project site facilities, grounds, etc., as follows:

Pre-Work Review: Prior to Contractor beginning any work, a listing is to be made by DOT of all items in need of repairs, areas which need painting, damaged/missing items, etc., and general statement as to overall appearance of rest area buildings and facilities.

Post-Work Review: On or just prior to the completion date of this contract or in the event of default of contract or termination of contract, a follow-up inspection of the rest area is to be made by the Contractor and NCDOT personnel to make a comparison of the facilities as to its conditions when the Contractor began work. A listing is to be made by DOT of items to be repaired, damaged/missing items, etc., and general statement as to overall appearance of rest area buildings and facilities.

The overall rest area general appearance and maintenance is to be same at completion of contract as when contract began. The Contractor will be required to repair, replace missing/damaged items, tools, etc., as determined by the inspections above. Repairs, replacement items, etc., not made by the Contractor will be made by NCDOT and cost withheld/deducted from final payment.

PERSONNEL REQUIREMENTS

A. **General:** During performance of the contract, the Contractor shall provide qualified and trained personnel capable to manage, operate, clean, maintain and repair the rest area(s) and to satisfy all the requirements of this contract. The Contractor is to make his own review of the contract requirements for work included herein and in conjunction with actual job site conditions. The required staffing shall not be less than specified; however, the Contractor is responsible for all work included herein. The first priority of on-duty personnel shall be to maintain restroom facilities in accordance with the requirements herein; however, other areas of responsibilities must comply with related requirements. While on duty, Contractor's personnel shall work consistently on the prescribed cleaning and maintenance schedules as described herein.

The Contractor's personnel are to be polite and assist the traveling public with information and aid in such a manner as to reflect favorably on the State and Contractor providing the service. The Contractor shall be responsible for the behavior of its employees in relation to the public and shall take all necessary and appropriate steps to ensure its employees behave in accordance with the provisions of the contract. The Department reserves the right to require the Contractor to replace any employee who displays unacceptable personal conduct, displays unsatisfactory job performance or is a potential threat to the safety of the traveling public. Unacceptable personal conduct includes, but is not limited to, conduct which constitutes a violation of state or federal law or conduct which is inconsistent with the job requirements of this contract.

All rest area staff shall be a minimum of eighteen (18) years of age.

The Department places significant value on the safety of the traveling public. The Contractor is required to perform nationwide criminal background checks on all potential employees, including all Contracting officers, owners, partners, and/or managers and all personnel who will be representing the contracting company using a service that provides national background checks. All costs associated with the background checks shall be at the Contractor's expense. Employees with a disqualifying criminal background are prohibited from working at rest areas maintained by NCDOT.

An individual is prohibited from working at rest areas maintained by NCDOT due to a disqualifying criminal background if:

(a) **The individual has previously been found guilty of having the status of an habitual felon, N.C.G.S. 14-7.1,**

(b) **The individual has a history of convictions for felony or misdemeanor assaultive behavior or felony or misdemeanor convictions for weapons charges,**

(c) **The individual has outstanding arrest warrants that he/she has become aware of, or pending criminal court cases and has not notified the Contractor within 24 hours of awareness,**

(d) **The individual has a pending habitual impaired driving offense, N.C.G.S. 20-138.5,**

(e) **The individual has a prior sex offender conviction,**

(f) **The individual has conviction(s) that once submitted to the Department by the Contractor for review after the award of the contract, but before the start of the contract, or prior to the renewal of the contract, where the Department objects based on the nature of the individual's conviction(s) and the need to protect the safety of the traveling public.**

Contractor shall submit national criminal background checks referenced above and Contractor National Criminal Background Check Certification for each new employee. Should the Contractor retain

employees from a previous contract, Contractor shall submit new background checks for each retained employee and Contractor National Criminal Background Check Certification.

After obtaining the national criminal background check referenced above on all potential employees, the Contractor shall submit the Contractor National Criminal Background Check Certification form and national criminal background record information at the Project Pre-Work Conference. **No employee is to begin work at the rest area under the new contract without undergoing the national criminal background check** referenced above**.** Upon yearly renewal of an existing contract, the Contractor shall provide updated national criminal background checks of its employees, including all Contracting officers, owners, partners, and/or managers and all personnel who will be representing the contracting company, along with the Contractor National Criminal Background Check Certification, thirty (30) days prior to the expiration of the current contract year.

Contractor must have each employee notify Contractor within 24 hours when he/she has been convicted of a felony or a misdemeanor, and Contractor must notify NCDOT within 24 hours of that employee's notification. The Department reserves the right to request a new national criminal background check for any employee at any time.

NOTE: Noncompliance with the requirements of the Contractor National Criminal Background Check Certification referenced above shall be grounds for contract cancellation.

B. **Staffing:** Staffing shall be year round to include all holidays. At no time during the allotted hours is the rest area to be without the required number of attendants on duty. Contractor's personnel shall not leave the facility while on duty. At least one (1) English speaking employee shall be on duty during all staffing hours.

FULL STAFFING

Staffing requirements will be divided into two (2) separate seasonal periods, summer and winter.

Summer: April 1 to September 30.

Staffing hours Monday through Thursday shall be from 7:00 a.m. to 5:00 p.m., ten (10) hours per day, four (4) days per week, to include all holidays, minus five (5) predetermined holidays.

The Contractor shall provide qualified personnel to satisfy the contract objective at all times, but not less than one (1) person per ten (10) staffing hours per day.

Staffing hours Friday through Sunday shall be from 7:00 a.m. to 6:00 p.m., eleven (11) hours per day, three (3) days per week, to include all holidays, plus five (5) predetermined holidays.

The Contractor shall provide qualified personnel to satisfy the contract objective at all times, but not less than one (1) person per eleven (11) staffing hours per day.

Winter: October 1 to March 31.

Staffing hours shall be from 7:00 a.m. to 4:00 p.m., nine (9) hours per day, seven (7) days per week, to include all holidays, except as noted below.

The Contractor shall provide qualified personnel to satisfy the contract objective at all times, but not less than one (1) person per nine (9) staffing hours per day.

Special Holiday Schedule: On Thanksgiving Day and Christmas Day staffing shall be reduced to one (1) person for a four (4) hour shift from 10:00 AM to 2:00 PM.

REDUCED STAFFING UNDER BUDGET RESTRICTIONS – ALTERNATE BID ITEM

Staffing hours shall be from 8:00 a.m. to 3:00 p.m., seven (7) hours per day, seven (7) days per week, to include all holidays, except as noted below.

Special Holiday Schedule: On Thanksgiving Day and Christmas Day staffing shall be reduced to one (1) person for a four (4) hour shift from 10:00 AM to 2:00 PM.

Both above staffing schedules will be as specified unless otherwise modified by the Engineer, in which instances the Contractor will be given five (5) days prior written notice.

NOTE: An immediate standard deduction to the Contractor's compensation will be applied when the required number of attendants are not present or on duty for any part of all shifts as specified in Standard Compensation Reductions.

Employees from the janitorial staff will not be permitted to perform services under the grounds maintenance contract and employees from the grounds maintenance staff will not be permitted to perform services under the janitorial contract during the same time period. For example, a grounds maintenance employee will not be permitted to fill in for a janitorial employee during any part of a shift. Such action would be considered non-compliance of the janitorial contract and the janitorial Contractor would be assessed the standard deduction for "Attendant Not On Duty".

The Contractor shall generate a designated break and meal schedule for all employees that shall be posted in the service room of each facility. At any time there is more than one (1) staff member scheduled for duty, breaks and meals shall be taken separately.

All staff, including the supervisor, shall complete the sign in/sign out log each day worked.

Doors to service type areas – service, mechanical, pipe chase, etc. of each facility shall remain unlocked at all times the Contractor's employees are inside these areas. If the attendant is in the office, the door shall remain open at all times. All doors to each area shall be locked at the end of the last shift each night.

NOTE: An immediate standard deduction to the Contractor's compensation will be applied to each door of any service type area left unlocked at the end of the staffing day as specified in Standard Compensation Reductions.

C. **Supervisor**: The Contractor shall provide a Daily Operations Supervisor for daily supervision of rest area attendants. A high level of importance is placed on proper supervision. The Contractor's Daily Operations Supervisor shall be available by telephone and/or mobile 24 hours a day for immediate contact and shall have the authority to take immediate action to correct conditions determined by the Department to be unsafe, unsanitary, or reflecting unfavorably on the State of North Carolina and the Contractor.

The supervisor shall be a shift-working supervisor. The shift working supervisor shall be responsible for only one (1) rest area site and shall be required to monitor/supervise attendants on all shifts with logged in time for each shift as specified below. The Contractor is required to pay the supervisor mandatory wage rate (page 20) for all hours worked as a supervisor and as a regular staff attendant. The Contractor's attention is directed to time worked on a shift as an attendant; this time shall not be considered as supervisory time even if another attendant is present.

FULL STAFFING

The shift working supervisor shall work on site forty (40) hours per week, a minimum of fourteen (14) hours as a supervisor, and twenty-six (26) hours (or the remainder) as a regular staff attendant.

REDUCED STAFFING UNDER BUDGET RESTRICTIONS – ALTERNATE BID ITEM

The shift working supervisor shall work on site forty (40) hours per week, a minimum of eight (8) hours as a supervisor, and thirty-two (32) hours (or the remainder) as a regular staff attendant.

The supervisor shall be located within 50 miles of the rest area or no more than one hour's travel time from the rest area, twenty-four hours per day, seven days per week.

Experience: The Contractor's supervisor shall have a minimum of one (1) year's experience as a supervisor; of this time, a minimum of six (6) months supervising attendant/custodial maintenance personnel. The supervisor should have the ability to make minor repairs and must have a valid N.C. driver's license. The supervisor shall speak and write fluent English.

Supervisor's Weekly Work Log: The supervisor shall maintain a weekly work log, posted in a designated place at the rest area, indicating condition of the facilities and time spent on each shift. Supervision shall be maintained on all shifts.

Hours of required supervision shall be divided equally among all shifts and shall be accomplished on random days and at random times, seven days a week, Sunday through Saturday. A minimum of four (4) hours of supervision shall be performed on a minimum of two (2) days of the weekend, between Friday through Sunday each week.

Each job site review shall consist of a minimum of one hour. The Supervisor's Weekly Work Log shall be kept up to date and posted at a designated place at each rest area site. **Only hours actually present at the facility while other attendants are also present shall be considered supervisory time and shall be recorded.**

NOTE: An immediate standard deduction to the Contractor's compensation will be applied when the supervisor has not performed the specified number of hours of supervision each week and/or weekend as specified in Standard Compensation Reductions.

Employee's Monthly Work Log: The supervisor shall maintain an employee's monthly work log, listing all attendants and supervisor on duty each shift by name and shall reflect the actual shift hours worked by each employee. The log shall be kept up to date and available for review.

The supervisor may be allowed to work for one absent attendant for a maximum of four (4) hours, allowing time for a replacement attendant to report for work. The daily work schedule shall reflect the absent attendant and time worked by the supervisor. The Contractor's attention is directed to time worked on a shift as attendant, this time shall not be considered as supervisory time.

In addition to supervision as specified above, the supervisor shall be required to follow-up on public complaints, breakdowns, repairs, illegal and unsanctioned activity, and problems with personnel so as to reflect favorably on the State and the Contractor.

On the Job Training Record for Attendants: The Contractor's supervisor shall work directly with all new employees a minimum of two (2) hours immediately upon employment, during the first week if possible, for on-the-job-training. Additional on-the-job-training may be required where attendant(s) work is found unsatisfactory. Documentation showing attendant's name, date, and number of hours of on-the-job-training for new and existing employees shall be attached to the Contractor's monthly invoice for payment.

Additional training **(**above the minimum two (2) hours**)** shall include all safety training (OSHA requirements, SDS, first aid kit, fire extinguisher, etc.) and the review of any videos and information provided to the Contractor by NCDOT. This training shall also be documented on the training record. Such training shall be considered incidental to the contract and no further payment shall be made.

Records: The original supervisor's weekly work log, signed and dated; the original employee monthly work log, signed and dated; and the original training record, signed and dated; shall be submitted to the Department each month with the Contractor's monthly invoice. Additional information to be submitted is specified in Monthly Submittal Data.

NOTE: Falsification of information will result in an immediate reduction in compensation as specified in Standard Compensation Reductions.

Off Site Activities: The Contractor shall observe and comply with all laws and regulations regarding compensation to his employees.

Replacement of Supervisor: The Engineer shall be contacted immediately in the event the supervisor position becomes vacant for any reason. The Contractor shall submit a written request to the Engineer for the replacement of the supervisor. A resume outlining individual's experience may be required. The supervisory position shall not remain vacant longer than two (2) weeks.

Supervisor's Time Off: The Contractor can designate a substitute supervisor, upon approval from the Engineer, who can work in the Supervisor's absence for not more than thirty (30) days annually. The substitute supervisor shall be available during this time. The substitute shall not be a current full time supervisor of another rest area site. If the designee is a current attendant at the rest area the Contractor shall only be required to pay the mandatory wage rate for attendants for hours worked as a substitute supervisor. The Engineer shall be notified a minimum of twenty-four (24) hours prior to a supervisor taking time off.

D. **General and Emergency Repair:** During staffing hours the Contractor shall have on-site, or available to be on-site within two (2) hours of notification, personnel (custodian, supervisor, or other) that shall be competent in emergency repairs of plumbing, electrical and any other site critical systems. This time shall not be considered non-scheduled work/additional staffing.

E. **Non-Scheduled Work/Additional Staffing:** DOT reserves the right to require a higher staffing level and or staffing during non-scheduled contract hours for short periods of time in the event of an emergency, special event(s) (local public attractions), selected holiday(s), etc. DOT will determine the need for additional staffing, number of attendants and time required for a particular situation in order to restore and/or maintain the rest area in an acceptable level/condition for these occasions. All non-scheduled work not approved by the Department will be at the Contractor's expense.

Additional Staffing is not to be considered as a part of the contract price. Payment to the Contractor for additional staffing as specified above for non-scheduled work is outlined on page 45.

GENERAL REQUIREMENTS

A. Safety and Accident Protection: Contractor's staff shall not cross the highway either on foot or on equipment. Travel to and from the site shall be by vehicle and must comply with all applicable laws, including crossing at an interchange, and not the median. All staff shall wear safety vests at all times while working along the main roadway, ramps, drives, parking lots, or other areas as directed by the Engineer.

Contractor shall be required to supply all safety personal protective equipment (PPE) for employees to use/wear. PPE shall consist of, but not limited to: face masks, ear protection, safety glasses, safety vest (meeting ANSI/ISEA 107-2004 Class 2 Type R standards), outside working gloves, disposable latex gloves and indoor trash removal tongs. Contractor shall follow all applicable orders, rules, policies, regulations, and/or OSHA standards, including using/wearing PPE and approved sanitizers, disinfectants, etc.

The Contractor shall fulfill the requirements of this contract in a manner that ensures that all public access areas are free of potential hazards or risks that may cause injury, health or safety risks, or damage to assets. All accidents, injuries and near misses shall be reported to the Engineer immediately. All staff on duty will be required to submit a written statement to the Department describing the incident.

It is the Contractor's responsibility to ensure that all employees are trained to meet OSHA training requirements, all equipment meets OSHA standards, and all PPE is used/worn as required. In the event of an OSHA inspection which results in fines to the Contractor, NCDOT will reimburse Contractor only for those fines imposed as a result of a violation of OSHA standards in the structure of the facility itself. Any fines imposed as a result of the activities of the Contractor's employees, the Contractor's equipment, or PPE which are in violation of OSHA standards shall be the responsibility of the Contractor.

NOTE: Failure to follow the above safety and accident protection requirements as specified will result in an immediate reduction in compensation as specified in Standard Compensation Reductions.

B. Contract Document: A complete copy of the contract shall always be present at the rest area site for Contractor's employees' reference.

C. Mandatory Wage Rate: This contract includes requirements for a minimum mandatory wage rate of **$15.51** per hour for each attendant and **$18.51** per hour for the supervisor. This information shall be posted and a notice placed at each rest area, in the space utilized by the Contractor for posting of employee information, that the North Carolina Department of Labor should be notified by Contractor's employees if the mandatory wage rate is not being paid by the Contractor. The Contractor's written payroll schedule for the contract shall also be posted in this area.

The Department of Transportation reserves the right at any time during the term of this contract to audit payroll records and proof of payment, including timing of payment, to employees, of the Contractor to ensure compliance to this contract. Failure to comply with the contract specifications and/or failure to submit to the audit shall result in cancellation of contract.

D. Illegal Activity: In the event of illegal activity such as solicitation, robbery, assault, vandalism, etc., Contractor's personnel are to contact local emergency services. All illegal activity shall be reported to the Engineer immediately. All illegal activity shall be recorded on the Illegal Activity Report prior to the end of each shift. The report is to be posted in a designated place at each site. The report shall be submitted with the Contractor's monthly invoice for payment. All staff, especially evening attendants, should be observant to prevent illegal activity from occurring.

NOTE: Failure to report an illegal activity as specified will result in an immediate reduction in compensation as specified in Standard Compensation Reductions.

E. Cleaning Schedule: The Contractor's responsibilities shall include, but not be limited to the cleaning schedule.

The cleaning schedule (pages 27-28) shall be posted in a location visible to all cleaning personnel in the rest area service room. The list is not all-inclusive. The entire rest area site is to be maintained in a safe, attractive, clean, sanitary and operable manner at all times.

Operation and maintenance of the rest area service buildings (including lobby and interior rooms); restrooms must be thoroughly and frequently cleaned so that they always present a clean, sanitary appearance and are virtually odorless. The required cleaning shall not be less than specified; however, the Contractor is responsible for maintaining clean and sanitary conditions as specified herein.

In addition to the daily cleaning routine for each shift outlined in Section A, hourly follow up cleaning, outlined in Section B, is required as specified during all staffing hours. During periods of heavy use, the restrooms shall be checked regularly, two to three times each hour, to insure that they are clean and to refill dispensers. All surfaces shall be cleaned on a regular schedule with an hourly follow-up cleaning as specified herein to insure a clean and sanitary appearance at all times.

F. Materials, Supplies, and Equipment: **No bleach shall be used inside this facility.** The Contractor shall provide all materials, supplies and equipment, adequate in quantity and of a high commercial grade quality,

necessary for professionally performing all work in this contract, regardless of the estimated quantities proposed in their bid.

Cleaning materials used shall be a product specifically manufactured for the surface to be cleaned and approved by NCDOT prior to use. Check surface manufacturer's proper care and maintenance procedures. Contractor shall be held liable for all damage done to surfaces as specified in Damages

The Contractor shall furnish the Engineer with a completed copy of the Contractor's Janitorial Supply List (see Rest Area Contract Maintenance Janitorial Supplies, (pages 65-66) for approval. A label and SDS of each product must accompany the request. In addition, all products shall meet the specifications outlined on Page 65.

All products being used shall be on the Contractor's Janitorial Supply List. Contractor shall resubmit the list prior to beginning the use of a product not previously reported. SDS for each product shall be kept at the rest area site at all times. All containers, applicators and bottles shall be labeled with the product they contain. Containers shall be securely closed when not in use. **Strictly adhere to SDS requirements for safe use of products.**

All tools and equipment shall be in good working order capable of being used as originally intended. By submission of a bid package the bidder agrees that, during the performance of the contract, they shall be able to supply a minimum of the following **commercial grade** equipment to be kept **on site** for use as needed.

A vacuum cleaner, a shop vacuum cleaner, a scrubbing/buffing machine for floor tile minimum 1.5 HP and minimum 17" size cleaning pad, a minimum twenty-two foot (22') telescoping duster, an eight foot (8') stepladder meeting ANSI-ASC A14.5 standards Type 1A ladders, a small flathead and small Phillips screwdriver, a rubber plunger per site. A backpack leaf blower and a Type I safety can for fuel for **outside use only** per site. A wheelbarrow, two (2) flat shovels, and a gas-powered pressure washer minimum 2500 psi with a minimum 15" surface cleaner attachment and appropriate amount of hose to perform all work required for **outside use only**.

The Contractor shall supply a complete list of the companies and their contact information, from which materials, supplies, and services for this contract are being purchased. Any changes in suppliers and/or contact information shall be reported to the Engineer within two (2) weeks.

Materials, supplies and equipment not meeting specifications shall be removed from the site and replaced.

NOTE: An immediate standard reduction to the Contractor's compensation will be applied if at any time one or more stalls are without toilet paper, one or more hand towels dispensers are without hand towels, or one or more soap dispensers are without soap, as specified in Standard Compensation Reductions.

NOTE: Misuse or mixing of chemicals, use or disposal of a product inconsistent with the SDS, or creating hazardous and/or environmental hazardous conditions or allowing them to remain, will result in an immediate documentation of reduction in compensation as specified in Standard Compensation Reductions.

G. Emergency Janitorial Supply & Repair Parts Inventory: The Contractor shall maintain at all times an emergency stock of janitorial supplies & repair parts at the rest area as specified on page 30, effective on the date of availability of the contract. The list is based on current accessories and fixtures and may be changed by the Engineer during the term of the contract. This list is not all inclusive of the supplies and parts needed to maintain the rest area. No changes may be made in the minimum amount required of each item without sufficient evidence of cause and written consent of the Engineer.

H. Repairs: The Contractor shall ensure that the equipment at the facility is maintained in accordance with its operating manual and is kept in a good and serviceable condition. Contractor shall be responsible for routine maintenance repairs as listed on page 29, and damage to fixtures, equipment and materials in

connection with performance of this contract. Routine repairs shall be made immediately. Vandalism shall be handled in the same manner as other repairs.

Prior to replacement or repair of any equipment, Contractor should contact Engineer to verify whether the item is under warranty. Should the item be under warranty, the Department will negotiate with supplier for warranty materials.

Repairs Not Accomplished In Accordance With Contract

a. Repair Time Limits: When routine repairs on building, equipment, etc. are not accomplished in accordance with the contract, the Contractor's attendant on duty will be notified and directed to notify his supervisor. The repairs are to be performed/corrected within twenty-four (24) hours, with the exception of repairs which are determined by DOT to involve an unsafe situation. Repairs on these items (safety hazard) shall be accomplished within two (2) hours.

b. Follow-up on Repairs: The Department will make an inspection on repaired items after twenty-four (24) hours. The Contractor's supervisor and attendant on duty will be asked to accompany the Department's representative during the inspection. If the inspection shows the item or items have been corrected or satisfactory and continuous progress is being made, no further actions will be taken. If the repair(s) still remain to be made the Contractor will be issued a "Notification of Rest Area Contract Non-Compliance for Janitorial Maintenance".

NOTE: Failure to make repairs within the time limits will result in an immediate documentation of reduction in compensation as specified in Standard Compensation Reductions.

Repairs Resulting from Negligence of Contractor: The Contractor will be responsible for all repairs, regardless of cost, resulting from damage caused by the negligence of the Contractor or Contractor's employees. The Department will not participate in the cost of such repairs.

I. Equipment Failure: All electrical, plumbing, HVAC, water, solar, sewage, construction, etc. failures and/or problems shall be reported immediately to the Engineer.

J. Standard Rest Area Staff Uniform: The rest area uniform is a valuable point of staff recognition by the traveling public. Therefore, a high emphasis will be placed on staff wearing neat, clean and pressed uniforms at all times while on duty. The Contractor shall provide the standard rest area staff uniform as outlined herein. The rest area staff's uniform shall be supplied and cleaned by a professional uniform rental and cleaning service.

The Contractor shall provide the Engineer a copy of the uniform rental and cleaning contract prior to beginning work. This agreement shall indicate the number of employees receiving uniforms and the number of uniforms for each employee. Any changes to the contract or any new contracts shall be provided to the Engineer.

NOTE: An immediate standard deduction to the Contractor's compensation will be applied when staff is not in specified uniform, or when the Contractor is without a uniform rental and cleaning contract, as specified in Standard Compensation Reductions and Daily Compensation Reduction Schedule.

All personnel working shall wear the Standard Rest Area Staff Uniform; this includes all attendants and supervisor on all shifts. The uniform shall be complete as outlined below, including contractor's logo and identification badge for employee, and shall be neat, clean and pressed. The Engineer shall determine the replacement of the uniform due to excessive wear, tear, fading, etc.

The uniform rental and cleaning contract shall begin prior to the date of availability of the contract. **All staff shall be in complete uniform on the date of availability.** In the event the contract expires or is cancelled by either the Contractor or the uniform rental service, a new uniform rental and cleaning contract shall begin immediately upon the expiration/termination of the existing contract unless otherwise approved

in writing by the Engineer. A copy of the new uniform rental and cleaning contract shall be provided to the Engineer.

Each supervisor and full time attendant is to be initially furnished a minimum of eleven shirts (eleven long sleeve in winter beginning November 1, and eleven short sleeve in summer beginning April 1), eleven trousers; along with two caps and two jackets. Each part time attendant (24 or less hours per week) is to be initially furnished a minimum of seven shirts (seven long sleeve in winter and seven short sleeve in summer), seven trousers; along with two caps and two jackets. The staff's shirts and trousers are to be cleaned by a professional uniform rental company with a weekly cleaning schedule of five (or three for part time) turn-in and five (or three for part time) returns.

The complete Standard Rest Area Staff Uniform shall consist of cap, shirts (long sleeve and short sleeve), trousers, shoes, belt, jacket, and safety vest, along with standard highway rest area emblems and identification emblems (as shown in Rest Area Staff's Uniform Emblems) for all employees as specified below:

a. Cap: Black baseball type with emblem. (NCDOT to furnish the rest area with an initial supply of caps.) A plain, black toboggan type, knit hat may be worn in lieu of the baseball cap outside during cold weather only. No other forms of head covering will be permitted.

b. Shirt: Work/dress type, light gray, long sleeve for winter, short sleeve for summer, with standard highway rest area emblems on each shoulder and identification emblems (furnished by Contractor).

   Shirt shall be worn to fit and shall remain buttoned and tucked into the trousers at all times. If an undershirt is worn, it shall be plain white and sleeves shall not extend below the shirt sleeves.

c. Trousers: Waist to ankle, dark gray, polyester/cotton permanent press material, belt loops, worn to fit (furnished by Contractor).

d. Shoes/Boots & Belt: Work type, black, to be considered as part of the uniform.

e. Jacket: Standard rental uniform type, dark gray, polyester/cotton blend, permanent press material, waist length with standard highway rest area emblem on each shoulder and identification emblems (furnished by Contractor).

f. Safety Vest: meeting ANSI/ISEA 107-2004 Class 2 Type R standards (furnished by Contractor).

g. Identification Emblems: Sewn on emblems (furnished by Contractor).

Contractor to furnish Standard Rest Area Staff Uniform to each staff member as outlined above.

Temporary Rest Area Staff Uniform: Temporary Rest Area Staff Uniforms, as outlined below, shall be used in lieu of rental Standard Rest Area Staff Uniforms for new employees hired after the date of availability of the contract. All new employees are to be in complete Standard Rest Area Staff' Uniform within two weeks of beginning work. If the Department requests non-scheduled work/additional staffing and the staff is not a full time or part time employee, those staffers shall use the Temporary Rest Area Staff Uniform.

The Temporary Rest Area Staff Uniform shall be complete as outlined below and shall be neat, clean and pressed. The cleaning/laundering and pressing of the uniform's shirt, trousers, and jacket shall be the responsibility of the Contractor.

The Temporary Rest Area Staff Uniform shall consist of cap, shirt, trousers, jacket, safety vest, and identification tag as specified below:

a. Cap: black baseball type with emblem (furnished by DOT). A plain, black toboggan type, knit hat may be worn in lieu of the baseball cap outside during cold weather only. No other forms of head covering will be permitted.

b. Shirt: gray polyester/cotton blend, knit type with emblems (furnished by DOT). Shirt shall be worn to fit and tucked into the trousers at all times.

c. Trousers: waist to ankle, dark gray or black, polyester/cotton permanent press material (no jeans), worn to fit.

d. Jacket: dark gray, polyester/cotton blend, permanent press material, waist length with emblem on each shoulder (furnished by Contractor).

e. Safety Vest: meeting ANSI/ISEA 107-2004 Class 2 Type R standards (furnished by Contractor).

f. Identification Badge: pin/clip on or magnet type approved by the Engineer, showing company name and employee's first name; professionally made, not hand written (furnished by Contractor).

The Contractor's attention is directed to the shirts furnished by NCDOT. For inventory purposes, the shirts shall be cleaned/laundered and returned to the Engineer at completion of contract. The Contractor will be charged for all missing shirts at their replacement cost. Such cost will be deducted from the Contractor's final payment.

Contractor to furnish jackets, safety vests and identification badges as outlined above. NCDOT will furnish twelve (12) temporary knit shirts and twelve (12) caps.

DOT Replacement of Knit Shirts and Caps: The Engineer will determine replacement of knit shirts and caps prior to the end of the contract due to excessive wear, fading, tear, etc. The Contractor, upon request by the Engineer, shall clean/launder and turn in specified items for replacements. The replacement for these items is to be made at no cost to the Contractor.

K. Door Mats: The Contractor shall provide a minimum of one (1) outdoor and one (1) indoor slip-resistant type doormats (4' x 6' or larger at the front entrance and 3' x 5' at the back entrance) to be used at each entrance door of the service building. Mats are to be provided and cleaned by a rental company with a weekly cleaning schedule. The Engineer is to approve type, color, texture, etc., prior to their use. Mats shall be cleaned daily. The Engineer will determine and direct the replacement of mats due to excessive wear, curling edges, fading, tear, etc.

L. Work Signs - Out-of-Order, Cleaning/Servicing etc.: The Contractor shall place specified signs when cleaning and/or servicing any area of the rest area during maintenance operations. Every reasonable effort is to be made to keep the restrooms open at all times. In facilities with dual men's and women's restrooms, a section shall be closed only when an attendant is actively cleaning and/or servicing that section. No section shall be allowed to remain closed after cleaning and/or servicing. A "Wet Floor" sign shall be used until the floor is dry. However, the restroom shall not be closed for public use during that time.

NOTE: An immediate standard reduction to the Contractor's compensation will be applied if a section is closed when an attendant is not actively cleaning and/or servicing that section as specified in Standard Compensation Reductions.

The work signs and barricades are a part of the rest area, furnished by DOT, and replacement will be handled by DOT with the exception of replacement resulting from damage, vandalism or theft caused by the negligence of the Contractor or the Contractor's employees.

M. Caution/Warning Signs: In any area where outside maintenance is being performed, the Contractor shall place appropriate caution/warning signs or orange cones, provided by the Contractor, in the rest area. Special precautions shall be used while utilizing motorized equipment such as blowers, etc. within the vicinity of the general public, their vehicles and property.

N. First Aid Kit: This item is a part of the rest area site, furnished by the Department. Contractor shall ensure personnel are trained in the proper use of the first aid kit and how to assist the public with safety related incidents. Contractor shall be responsible for replenishing the supplies in the kit as they are used. Replacement of the first aid kit needed as a result of the Contractor's negligence shall be charged to the Contractor.

In the event of an emergency, Contractor's personnel are to contact local emergency services and close off any area and or room in which the person is located. Staff is not to act as emergency medical personnel, unless properly certified to do so. Contractor shall report all accidents and injuries to the Engineer immediately.

O. Fire Extinguisher(s): This item is a part of the rest area site, furnished by the Department. Contractor shall ensure personnel are trained in the proper use of the fire extinguisher(s) and how to assist the public with fire or safety related incidents. Contractor shall report the use of a fire extinguisher to the Department. The Department will be responsible for recharging/refilling the fire extinguisher(s) as needed. Contractor shall be responsible for monthly check and maintenance of the fire extinguisher(s) to maintain valid inspection stickers. The Department will perform the annual inspections. Replacement of the fire extinguisher needed as a result of Contractor's negligence shall be charged to the Contractor.

In the event of fire, Contractor's personnel are to contact local emergency services. All fire events shall be reported to the Engineer immediately.

P. Hazardous Materials Spills: In the event of a petroleum spill, an acid/base spill, or any other hazardous materials, Contractor's personnel are to contact local emergency services. Contractor shall report all spills to the Engineer immediately.

Q. Telephone: This item is a part of the rest area site, furnished by the Department, for emergency use only. Contractor and his personnel shall not use the telephone for any other reason. The cost for all long distance calls, etc. billed to the Department shall be taken out of the Contractor's monthly invoice. Replacement of the telephone needed as a result of the Contractor's negligence shall be charged to the Contractor.

R. Unsanctioned Activity: It is the responsibility of the Contractor to report all incidents, such as overnight camping, skateboarding, vending, etc. to the Engineer immediately.

S. Renovation/Landscaping Work: Painting, construction, major repairs or landscaping may be required to be done by others during the life of this contract. The Contractor shall be required to cooperate with other Contractors or state forces in the execution of all work.

T. Closing Rest Area: At the direction of the Engineer the Contractor shall install and remove barricades at entrance and exit ramps as instructed. The Contractor will not be allowed to close the rest area without instructions from the Engineer. Barricades, signs, etc. for closing the rest area will be furnished by NCDOT. The Contractor shall provide a safe, practical and efficient way to transport barricades.

When a rest area is temporarily closed, staff shall remain on duty (except as specified below in "Hurricanes"). At his/her discretion, the Engineer may require one (1) or more attendants to report for duty on the other site for pairs of rest areas.

U. Adverse Weather Policy:

Hurricanes: When a rest area is in the impact area of a hurricane or on the evacuation route, the Engineer may require the Contractor to supply additional attendant(s) per rest area due to increased usage and workload. The Contractor will be compensated according to the formula for Non-Scheduled Work for the additional attendant(s).

When the rest area is located inside a mandatory evacuation area, and the mandatory evacuation order has been completed, upon notification by the Engineer, the Contractor is released of responsibility and shall instruct their attendants to leave the facility clean, fully stocked, and then evacuate the rest area. The Engineer will determine if the facility is to be locked or left open for use by emergency response personnel and the traveling public. If left locked, NCDOT staff may reopen the facility before the janitorial staff is able/required to return. The appropriate time the rest area is left unattended is at the discretion of the Engineer.

When the rest area is located outside of a mandatory evacuation area but within the impact area, regularly scheduled staffing hours shall be maintained until notification by the Engineer. Upon notification by the Engineer, the Contractor is released of responsibility and shall instruct their attendants to leave the facility clean, fully stocked, and then evacuate the rest area. The Engineer will determine if the facility is to be locked or left open for use by emergency response personnel and the traveling public. If left locked, NCDOT staff may reopen the facility before the janitorial staff is able/required to return. The appropriate time the rest area is left unattended is at the discretion of the Engineer.

Unless otherwise instructed by the Engineer, the Contractor shall re-staff the rest area immediately, at least within 24 hours after the storm has subsided. Contractor shall make an assessment of any damage to the rest area(s) and report such to the Engineer immediately. Repairs shall be handled in the same manner as other repairs. Contractor shall keep the facility barricaded and closed to the public until utilities have been restored. The Engineer may require the Contractor to supply additional attendant(s) to clean up debris immediately following the hurricane. The Contractor will be compensated according to the formula for Non-Scheduled Work for the additional attendants(s). The Department will be responsible for preparing, removing and disposing of large limbs or trees (greater than 4" in diameter).

Snow and Ice Removal: When a rest area is in the impact area of a snow and/or ice storm, the Engineer may require the Contractor to supply additional attendant(s) per rest area due to increased usage and workload. The Contractor will be compensated according to the formula for Non-Scheduled Work for the additional attendant(s). The Division of Highways will scrape/push snow from drives/parking lots; however, openings to sidewalks and all snow and ice removal from sidewalks will be the Contractor's responsibility.

Slippery sidewalk surfaces and the entire handicapped parking stalls are to be sanded and/or treated with de-icing materials approved by the Engineer to eliminate unsafe conditions. Any snow/ice accumulation or slush shall be removed manually. The Contractor shall have available a minimum of two (2) commercial grade snow shovels and two hundred (200) pounds of an approved de-icing material per site. The de-icing material shall be replenished as needed during and after the snow/ice event. Approved caution sign(s), provided by the Contractor, warning of ice on walks shall be placed in full view. An on-site inspection from the Contractor's Daily Operations Supervisor will be required during the snow and/or ice storm event to ensure that immediate action is taken to correct conditions determined by the Department to be unsafe, or reflecting unfavorably on the State of North Carolina and/or the Contractor.

NOTE: An immediate standard deduction to the Contractor's compensation will be applied when sidewalks are not maintained as specified in Standard Compensation Reductions.

NOTE: Failure to comply with the Adverse Weather Policy will result in an immediate standard reduction to the Contractor's compensation when the required number of attendants are not present or on duty for any part of all shifts as specified in Standard Compensation Reductions.

V. Procedures for Dealing with Suspicious Packages, Substances, etc.: If any suspicious packages, substances, etc. are found on rest area grounds or in rest area facilities, employees are to immediately call the Engineer.

W. Operational Manuals: Contractor shall be responsible for maintaining all pamphlets, manuals, operating instructions, etc., furnished to him by the Department.

NOTE: At no time shall a pallet jack or similar equipment be permitted inside the building for moving/delivering supplies or any other activity. Any damage caused by such equipment shall be the responsibility of the Contractor as specified in Damages.

Craven County Rest Area

Cleaning Schedule
2/1/27

CLEANING OF SERVICE BUILDINGS

A. Daily Cleaning Routine

Summer:
1st Complete Cleaning Begin at 7:00 AM
2nd Complete Cleaning Begin at 11:00 AM
*3rd Complete Cleaning Begin at 3:00 PM Monday-Thursday and 4:00 PM Friday-Sunday

Winter:
1st Complete Cleaning Begin at 7:00 AM
*2nd Complete Cleaning Begin at 2:00 PM

* This is to include scrubbing floors and walls (especially grout) with brushes.

1. Vacuum/sweep floor - dust walls and ceiling for cobwebs. Use damp or microfiber cloths wherever possible.
2. Empty and clean trash receptacles, replace liners (required) as needed to maintain sanitary conditions.
3. Refill dispensers, soap, toilet tissue, hand towels, etc.
4. Clean toilet partitions, dispensers, waste receptacles and doors. Greasy film shall not be left on stainless steel surfaces and/or composite surfaces. They shall be wiped dry with a microfiber general purpose cloth after cleaning.
5. Disinfect/clean toilet bowls on the inside and all surfaces on the outside.
6. Disinfect/clean toilet seats, top, bottom and hinges.
7. Disinfect/clean urinals on the inside and all surfaces on the outside.
8. Clean lavatories. DO NOT use abrasive cleaners on composite sinks.
9. Clean hardware (push/pull plates, bars, doorknobs, handles, kick plates, etc.).
10. Clean mirrors. DO NOT use acid, alkali, abrasive or concentrated ammonia based cleaners. Apply cleaner to cloth, not to mirror to avoid puddling at mirror edges.
11. Mop floor using clean water. DO NOT reuse mop water. Change mop heads regularly.
12. Clean walls, especially under hand dryers and soap dispensers, and wipe down.
13. Refill deodorant container (or use spray deodorant).
14. Remove graffiti.
15. Sanitize/clean water cooler.
16. Replace napkin bags and use disinfectant on container. DO NOT reuse napkin bags.
17. Disinfect/clean baby changing stations/tables.
18. Keep doors and display case fronts clean.
19. Clean all air grills, returns and vents.

B. Hourly Follow-up and Spot Check Cleanings (on the hour and at the end of each shift)

1. Vacuum/sweep as often as needed to maintain litter-free floor.
2. Empty receptacles.
3. Refill dispensers, soap, toilet tissue, hand towels, etc.
4. Spot-scrub urinals, toilets as needed.
5. Spot-clean as needed – partitions, floors, walls, doors, glass walls in lobby, etc.
6. Clean lavatories.
7. Wipe-off mirrors.
8. Spray deodorant if required.

C. Weekly Cleaning Routine

1. Spot clean all windows and glass doors in restrooms and lobby daily and wash as needed, a minimum of two times each week. High windows shall be cleaned as directed by the Engineer but no less than one (1) time each month.
2. Scrub walls and floors (especially grout, around and under hand dryers, soap dispensers, urinals, toilets, lavatories and baseboard tiles) with brush and approved cleaning agent; dry tile, metal, etc.
3. Clean all exposed pipe, hinges, latches, escutcheons and fittings.
4. Scrub concrete floors with concrete cleaner.
5. Touch up paint as required with original colors.
6. Clean and polish hardware (brass, stainless steel, etc.).
7. Clean and touch up paint all air grills, returns and vents.
8. Clean/dust light covers, remove insects.
9. Clean electric eyes on glass doors to remove any obstructions.

D. General

1. Inspect and replace burned out lights daily (inside and outside) (LED bulbs supplied by NCDOT).
2. No flammable liquids shall be stored in service building, including equipment.
3. Change air filters monthly or as directed by the Engineer.
4. Floor tile and grout is to be power scrubbed by an approved machine and cleaner, both manufactured for the purpose of cleaning tile and grout, as approved and directed by the Engineer but no less than three (3) times per year - the last full week of March, the second full week of June, and the week prior to Thanksgiving.
5. Building (inside and outside) shall be maintained as specified to prevent conditions conducive to invasion by pests. Pests shall be brought to the attention of the Engineer for treatment by DOT.

OUTSIDE MAINTENANCE OF SERVICE BUILDINGS AND PICNIC ACCESSORIES

A. Daily Maintenance Routine

1. Sweep or blow off dirt/debris, clean spots/stains, and remove gum from porches and sidewalks.
2. Remove cobwebs and/or bugs on the siding, ceilings, fans and soffits.
3. Empty litter receptacles, replace liners to maintain sanitary conditions (clean, dry, odorless).
4. Sanitize/clean picnic tables after each use, clean benches and concrete pads after each use.
5. Remove cigarette butts from cigarette urns.

B. Weekly Maintenance Routine

1. Inspect and report any need for major repairs such as leaks in roof, damage to doors, windows, gutters and downspouts, air condition units, etc.
2. Wash/scrub all porches.
3. Spot clean all windows and glass doors daily and wash as needed, a minimum of two times each week.
4. Clean exterior of buildings, kiosks, displays, directional/educational signs, paper boxes, picnic shelters, etc. to keep clean of dirt, mildew, bugs, etc.
5. Clean gutters where applicable to insure they drain properly, maintain drains/splash blocks; drip line anti-splash material, etc.
6. Touch-up paint doors and doorframes, corner trim on walls, display case frames and handrails as needed.
7. Clean light lenses.
8. Wash/scrub picnic table top and underside, benches and concrete pads. Check underneath for gum and insects.
9. Wash/scrub trash cans/recycling bins and concrete pads.
10. Clean out cigarette urns, replace sand.

C. Yearly Maintenance Routine

1. Contractor shall pressure wash porches, sidewalks, picnic tables, picnic pads, curbs, etc. as needed and as requested throughout the year.

Craven County Rest Area

Routine Repairs

2/1/27

The following is a list of routine repairs that are the responsibility of the Contractor. Materials to repair or replace the following items, unless otherwise specified, are the responsibility of the Contractor. The Department will be responsible for repairs not listed. All replacement items must be the same brand and model as that being replaced, unless approved by the Engineer.

1. **Electrical/HVAC**
   - Keep light fixtures in/on buildings properly functioning, including replacing bulbs or indoor ballasts with like energy efficient low mercury units or LED's (LED bulbs and ballasts supplied by NCDOT)
   -Replace broken light covers/fixtures
   -Replace batteries and/or bulbs in Exit/Emergency lights (LED bulbs supplied by NCDOT)
   -Clean/replace electric eyes/batteries for toilets, urinals and sinks
   -Replace fuses in electric hand dryers
   -Check and clean (if needed) all air filters a minimum of one (1) time every two (2) weeks
   -Replace all air filters monthly with manufacturer recommended filters for installed equipment

2. **Plumbing**
   -Unclog toilets
   -Keep flush valves working properly
   -Tighten and/or replace pipes/fittings to maintain leak free environment
   -Replace broken drain covers
   -Maintain proper water level in P-traps
   -Maintain free flow of water through drains
   -Keep faucets, toilets, urinals and sinks properly functioning, including, but not limited to: adjusting, disassembling, cleaning, repairing, and replacing parts
   -Adjust water flow on faucets
   -Lubricate fixtures
   -Replace seals at commode bases as needed
   -Caulk around commodes, urinals, sinks, partitions and countertops
   -Repair leaks around toilet fixtures
   -Keep indoor/outdoor water fountains and hydrants properly functioning, including, but not limited to: adjusting, disassembling, cleaning, repairing and replacing parts
   -Winterize outdoor water spigots and fountains
   -Repair and/or replace soap dispensers
   -Replace toilet seats when worn beyond repair (unsafe or unsightly)

3. **Touch-up Painting (paint supplied by NCDOT)**
   -Inside and outside building
   -Picnic tables, benches, hydrants, doors, door facings, window trim, handrails, vents

4. **Miscellaneous (as needed)**
   -Replace nuts/bolts and secure loose nails/screws
   -Replace mirrors damaged by fault of the Contractor not using proper cleaning techniques, etc.
   -Repair/replace partition hardware (latches, coat hooks, hinges, brackets, bushings, etc.)
   -Adjust partitions to maintain proper door closure
   -Repair holes in partitions
   -Replace or repair cable/chain on trash can lids
   -Replace trashcan receptacle rigid liners
   -Repair/replace broken phone and/or wire to the phone from wall outlet, replace batteries
   -Repair loose trim on buildings within eight (8) feet of the ground or deck surface
   -Repair door hardware, including but not limited to locks, doorknobs, etc.
   -Replace first aid kit supplies
   -Inspect fire extinguisher

Craven County Rest Area
Emergency Janitorial Supply & Repair Parts List
2/1/27

ITEM	QUANTITY
Locks and Coat Hooks for partition door Scranton	2 each
Commode Seat (commercial) Kohler K-4731	1 each
Soap Dispenser, AJW-U126`	1 each
Locks for Soap Dispenser	2 each
Valves for Soap Dispenser	2 each
Eyes for Soap Dispenser	2 each
Locks for Toilet Paper Dispenser, American Specialties Model 0039	2 each
Locks for Paper Towel Dispenser, American Specialties Model 0467	2 each
Sloan Optima EAF-275 Faucet Repair Kits- EAF-2 Solenoid Valve EAF-14-A Sensor Assembly	1 of each type
Override buttons for Sloan Flush Valves- 152-1.28 ES-S TMO (Rear Spud) 111 ES-S (Top Spud) 195 ES-S (Rear Spud, Urinal)	1 of each type
Sloan Flush Valve Repair Kits- A-41-A (1.6 WC) A-42-A (1.0 UR)	1 of each type
HVAC Filters 16x24x2 Pleated	8 each (2 Sets)
HVAC Filters 20x24x1 Pleated	4 each (2 Sets)
HVAC Filters 10x10x1 Non-Pleated	4 each (2 Sets)
Gum Remover	1 can
Graffiti Remover	2 cans
Latex gloves	2 boxes
Disposable Personal Protective Gloves	1 box
Disposable Personal Protective Masks	1 box
Paper Towels	4 Cases
Toilet Paper	4 Cases
Hand Soap	2 gallons
Trash Bags	1 case each size used
Mop Heads	1 each
All Purpose Cleaner	2 gallons
Toilet Bowl Cleaner	2 gallons
Stainless Steel Cleaner Aerosol	2 cans
Air Freshener/Deodorizer	4 cans
Oil Dry	2 each 40 lb. bags
Glass Cleaner	1 gallon
Ice Melt	200 lb. seasonal
General Purpose Cleaner	2 gallons
Napkin Disposal Bags	1 box
Urinal Screens	8 each
Battery for Faucet	1 each

REST AREA STAFF'S UNIFORM EMBLEMS

(Wording only as follows.)

a. This emblem shall be placed and sewn on above the left pocket of the shirt and jacket.

Contractor's Company Name (Logo if desired)

b. This emblem shall be placed and sewn on above the right pocket of the shirt and jacket.

Employee's First Name Supervisor

Employee's First Name Attendant

c. This emblem shall be placed and sewn on both shoulders of the shirt and jacket.

NORTH CAROLINA HIGHWAYS REST AREA STAFF

d. This temporary identification badge shall be worn on the pocket of the temporary shirt and jacket.

Contractor's Company Name Employee's First Name Supervisor

Contractor's Company Name Employee's First Name Attendant

A sample of the actual required emblems and a sample identification badge (size, shape, and color) will be available. Thread shall match the emblems. Emblems and badges are the responsibility of the Contractor and will not be furnished by the Department.

USE OF REST AREAS

A. In accordance with Article 23 of Chapter 130A of the North Carolina General Statutes. Smoking is prohibited in State government buildings. Therefore, the rest area is non-smoking facility. The Contractor or his employees shall not smoke inside any buildings on the rest area site or outside the buildings near the entrances.

B. The Contractor is advised that Department is responsible for issuing permits to religious, non-profit, charitable, or educational organizations for solicitation purposes for such activities as providing free coffee to travelers during a specific time frame. **ALL OTHER FORMS OF SOLICITATION ARE PROHIBITED AT REST AREAS.**

Inquiries about such permits should be directed to the Engineer. The Contractor shall not restrict or disrupt any organization with a valid permit from soliciting at the rest area facilities; however, such activity should be reported to the Engineer. The Contractor is expected to monitor the activities of valid permitted organizations and report any noncompliance of the terms of the permits to the Engineer.

C. The Contractor shall report all illegal activity to local authorities and the Engineer immediately. All unsanctioned activity shall be reported to the Engineer immediately.

D. The Contractor shall assist in the compliance of NCDOT policies such as overnight parking, etc.

E. Parked vehicles are to be given a periodic check to determine whether passengers may be in need of help. Any vehicle parked for a long period of time, parked with the engine running, or in a location not used for parking should be checked more thoroughly and reported to the Engineer. Do not interfere with the privacy of anyone, unless there is something obviously wrong. Any vehicle that is left unattended on a regular basis should be reported to the Engineer immediately.

F. The Contractor is advised that rest areas are for the convenience and safety of the traveling motorist and that customer service is of primary importance.

G. The Contractor shall provide information and assistance to motorists in need of aid or direction, including, but not limited to:

1. Knowing how to get immediate ambulance service.
2. Furnishing directions to nearest hospital or emergency medical facility.
3. Always keeping the fire extinguisher fully charged and available for use.
4. Assisting handicapped persons traveling alone in any way possible.
5. Providing highway travel information.
6. Providing official North Carolina maps as furnished by DOT.
7. Providing locations and telephone numbers of service stations, garages, motels, restaurants, campgrounds, etc. upon request.

H. The Contractor is cautioned concerning the following items:

1. Do not get confrontational with any travelers, including those with pets.
2. Do not accept payment or gratuities from the public for any services rendered.
3. Do not make telephone calls for assistance, except for medical emergency or for law enforcement assistance.
4. Do not attempt to be emergency medical personnel unless certified to do so. In case of emergencies, contact local emergency services.
5. Do not attempt to be a law enforcement officer. Contractor's personnel shall cooperate with duly

constituted law enforcement officers in the performance of their duties.

6. Do not bring any illegal drugs, alcohol, guns, knives, explosives, or incendiary devices onto the rest area site(s).
7. Do not give permission for any activities to be conducted at the rest area.
8. Do not distribute commercial highway maps.
9. Do not perform mechanical work on anyone's vehicle.
10. Do not recommend any specific service station, garage, restaurant, motel, campground or other commercial enterprise.
11. Do not furnish any refreshments to the traveling public.
12. All misplaced/lost items found at the rest area site shall be reported to the Engineer immediately. Items shall be kept in a secure location until the owner or Department retrieves the items. Each item shall be tagged showing date and place found, description of item and signature of finder. Custodial staff must also complete the "Lost and Found Log" (page 60).

I. The Contractor or his employees will be limited to personal items on the premises as follows:

1. Items such as ice chest/cooler or refrigerator no larger than 2 ± cubic feet; commercial grade microwaves,1000 watts or less; commercial hot pot/percolator up to 12 cups and small wooden/metal/plastic straight back chair or stool; other items may be permitted with the approval of the Engineer.
2. Items such as padded chair, recliner, sofa, daybed, television, stereo, cooking equipment, camper/motor home, headphones, etc. will not be allowed.
3. Cellular phones and their use are allowed. Such use shall be restricted to times when the employee is on break and is inside the facility Mechanical/Storage room with the door closed or outside away from the building only. The cellular phone may be carried on the employee's person provided it is on a belt holster or concealed and in a "silent" mode. No earpieces will be allowed.
4. In addition to limited personal items, employees will not be allowed to have family members, friends, etc. visiting (hanging around) the rest area property while employee is on duty.

J. The Contractor will not be permitted to change or re-key locks; or install any type of security devices without prior approval of the Engineer. Contractor will be responsible for the cost of such items. Contractor will be responsible for all costs associated with NCDOT having to replace door locks due to staff damaging locks or loss of keys.

REST AREA SITE MAINTENANCE

UTILITY/STORAGE BUILDING

A. The Contractor shall maintain the inside and outside of utility/storage building on the rest area site.

B. Materials, equipment, etc., stored in this building shall be kept in a neat and orderly manner.

C. Chemicals, flammable liquids, etc., shall be stored in designated area in accordance with manufacturer's recommendations. Other supplies, materials, or equipment will not be allowed in this area.

D. Building (inside and outside) shall be maintained to prevent conditions conducive to invasion by pests. Building shall be kept free of dirt, trash, food, etc. Mop/scrub floors as necessary to remove grease, oil, etc. Pests shall be brought to the attention of the Engineer for treatment by DOT.

E. Structural damages, repairs, touch-up painting, etc., to utility/storage building shall be handled under the same provisions as "Outside Maintenance of Service Building".

F. No materials shall be stored on the outside of the utility/storage building.

HIGHWAY REFRESHMENT VENDING AREA

Within this site, there is an area designated for housing various vending machines for dispensing refreshments. Vending at this facility is handled under separate contract, not by a vending operator. The Contractor is to maintain the service building as specified. In addition the Contractor shall maintain the vending area as follows:

A. Sweeping, consisting of all sidewalks around vending area and vending area floor as needed; to include in-between vending machines no less than once per eight hour shift.

B. Mopping, consisting of vending area floor no less than once per day; scrubbing no less than once per week, pressure washed at Engineer's request.

C. Raking, consisting of removal of trash/debris from area around vending area as needed; however, not less than once per shift.

D. Outside maintenance of vending facility, exterior of building shall be maintained as specified in "Outside Maintenance of Service Building".

E. Disposing of trash/recycling, consisting of emptying containers, replacing liners and placing in dumpster as needed; however, no less than once per eight hour shift. Trash/recycling generated from the stocking of vending machines will be bagged, bundled, etc. by the vending machine contractor and placed in an agreed upon location for disposal by the Contractor.

F. Lights/Light Fixtures. Replace as needed. Lights will be supplied by the Department with the Contractor supplying the labor.

The Contractor will not be responsible for filling, servicing, etc. the vending machines and the Contractor's personnel shall not be allowed to perform such work which may be requested by vending personnel, while scheduled for work at the rest area. Contractor's employee working for vending personnel will be considered as "Attendant Not on Duty" as specified in Standard Compensation Reductions.

WATER SYSTEM MAINTENANCE

A. A water meter reading shall be taken each day by 9:00 a.m. at the rest area site and recorded on the Rest Area Water Meter Report. The amount of gallons used shall be calculated and recorded along with any comments as to conditions and findings. Unusual fluctuations shall be reported to the Engineer

immediately. This report shall be posted in a designated place at each rest area site and shall be submitted with the Contractor's monthly invoice for payment.

B. Contractor shall be responsible for inspections of all waterlines and valves connected to the facilities within the rest area property (i.e. all equipment in conjunction with potable water system) and shall notify DOT immediately of any needed repairs.

OPERATION AND MAINTENANCE OF SEWER LINES WITHIN THE REST AREA

The Contractor shall be required to operate and inspect all sewer lines within the rest area property.

A. Inspect all sewer lines, cleanouts, etc. damaged or clogged.

B. Contractor to make periodical visual inspections of manholes, (minimum once per month).

C. Notify Engineer of any problems found.

OPERATION AND MAINTENANCE OF STORMWATER DEVICES

A. Maintenance of all stormwater devices shall be coordinated with the Engineer and in accordance with the NCDOT Stormwater Control Inspection and Maintenance Manual.

B. Curbs, gutters, sidewalks, parking lots, drives and drop inlet grates shall be kept free of litter, debris, dirt, oil, grease, tar, chewing gum, leaves, grass/shrub clippings, mulch, etc.

C. It is the Supervisor’s responsibility to notify the Department of excessive ponding at any storm drain drop inlet locations.

MAINTENANCE OF GROUNDS

General: The term "GROUNDS" includes, but is not limited to, parking areas, drives, walkways, picnic areas, lawns, plant beds, and undeveloped areas within the NCDOT rest area site. Contractor shall provide all necessary equipment and materials for the maintenance of these areas. All grounds are to receive, at a minimum, daily (each shift) trash/litter pickup.

The rest area site shall be considered as follows. All areas within the Right of Way fence and wood line surrounding the site, including the area adjacent to and behind the pond. There are areas outside the Right of Way fence that the contractor will be required to maintain. The area adjacent to Clarks Road (SR 1225) from the southernmost property boundary, extending west along Clarks Road to the US 70 Exit Ramp, from the edge of pavement to the Right of Way fence. Additionally, the area adjacent to the US 70 Exit Ramp, from the Right of Way fence to the center of the ditch, extending west to the westernmost boundary. This includes all turf areas and natural areas.

This includes all slopes, drainage ditches, and stormwater control measures such as dry/wet detention basins, bioretention areas, bio-filtration conveyance devices, permeable pavement, and hazardous spill basins.

PAVED AREAS

Maintenance of paved areas; sidewalks, patios, porches, decks, concrete pads/spillways, curb and gutters, parking lots and drives shall be kept free of litter, debris, trash, dirt, oil, grease, tar, chewing gum, food, spills, leaves, seed pods, shrub or tree branches/limbs, etc.

All paved surfaces are to be cleaned daily (each shift), consisting of removal of oil, grease, tar, chewing gum, food, spills, etc. by use of oil/grease absorbent material; sweeping, scraping, concrete cleaner, gum remover, etc. as necessary. Bleaching of oil/grease stains are not required. Excessive dust from paved areas is to be controlled by hosing down the area(s) with water.

All concrete areas, including pavers, on the site shall be pressure washed between March 15th and May 15th each year.

NOTE: Failure to complete pressure washing as specified will result in an immediate reduction in compensation as specified in Standard Compensation Reductions.

Additional pressure washing may be performed as needed and as requested by the Engineer during the year. Care shall be taken to prevent staining of all paved surfaces, pavers, brick, stone and rock features.

Sidewalks, patio/porch/deck areas and concrete pads are to be swept/blown/cleaned daily; additional sweeping/blowing/cleaning of these areas near the main service building and main parking lots may be required more often, as needed to maintain a clean and non-littered appearance.

Other paved areas (parking lots, curb and gutters and drives) are to receive daily (each shift) trash/litter pickup. A scheduled cleaning/blowing routine, minimum of two per week shall be established. Trash/litter sweepings are to be picked up and properly disposed of; DO NOT sweep/blow trash into grass areas or into shrub/flower planting beds or drop inlets. DO NOT allow mulch, leaves, etc. to go into drop inlets.

LAWN AREA ACCESSORIES

A. Picnic Tables and Shelters: Sanitize/clean the tops of tables after each use to maintain a clean and sanitary surface. Clean benches and concrete pads of all spills, food remains and litter after each use. Wash/scrub table tops and undersides, benches, concrete pads and shelter posts a minimum of once each week, more often as needed, to maintain grease free surface. Always use the same bucket for washing tabletops. Do not use this bucket for any other purpose. If algae or fungus growth is present on table tops, shelter posts, supports, or seats add one part chlorine bleach to the cleaning solution. Check for loose tables and benches daily and repair as needed. Broken benches are to be reported to the Engineer immediately.

B. Litter/Recycling Cans: Plastic liners shall be used in all cans and replaced as needed to maintain sanitary conditions. Liners shall be of a minimum two (2) mil thickness. Empty all litter cans at least once daily, and more frequently during periods of heavy use. Never allow a can to overfill. Wash/scrub the inside and outside of each can including the rigid liner and concrete pad, weekly or more frequently if necessary to maintain clean, odor free containers. Use sanitizer. Wipe off the outside of cans as required to remove dust and dirt. Wash/scrub when required to remove heavy soil, algae or fungus that will not wipe off.

C. Yard Hydrants: Keep drain open and all shut-off valves operable. Make necessary adjustments to water flow, repair leaks, replace defective parts, etc. Cut off non-freeze proof hydrants during freezing weather.

D. Outdoor Lights: Inspect and replace daily burned-out bulbs in building soffit/overhang and porch lights. LED bulbs will be supplied by the Department with the Contractor supplying the labor. A daily light inspection shall be conducted of all walkway lights, area lights in parking areas, and those illuminating the flags; and recorded on the Rest Area Lighting Inspection Sheet. The attendant conducting the inspection and the supervisor shall sign the report daily. The report is to be posted in a designated place at each site. All inoperable lights shall be reported to the Engineer within 24 hours for repair by others. The report shall be submitted with the Contractor's monthly invoice for payment.

E. Flags: The flags at this facility shall be lit 24 hours per day. The Contractor shall be required to raise/lower or take in flags during inclement weather or as directed by the Engineer. **FLAGS ARE NOT TO BE FLOWN AT NIGHT WHEN THE ILLUMINATING LIGHTS ARE NOT OPERABLE.**

Appropriate flag etiquette shall be used. The replacement of flags will be handled by the Department for normal flag wear. Flags not removed by contract staff before inclement weather and damaged will be at the contractor's expense.

F. Litter/Recycling Cans: Plastic liners shall be used in all cans and replaced as needed to maintain sanitary conditions. Liners shall be of a minimum two (2) mil thickness. Empty all litter cans at least once daily, and more frequently during periods of heavy use. Never allow a can to overfill. Wash/scrub the inside and outside of each can including the rigid liner and concrete pad, weekly or more frequently if necessary to maintain clean, odor free containers. Use sanitizer. Wipe off the outside of cans as required to remove dust and dirt. Wash/scrub when required to remove heavy soil, algae or fungus that will not wipe off.

G. Yard Hydrants: Keep drain open and all shut-off valves operable. Make necessary adjustments to water flow, repair leaks, replace defective parts, etc. Cut off non-freeze proof hydrants during freezing weather.

H. Outdoor Lights: Inspect and replace daily burned-out bulbs in building soffit/overhang and porch lights. LED bulbs will be supplied by the Department with the Contractor supplying the labor. A daily light inspection shall be conducted of all walkway lights, area lights in parking areas, and those illuminating the flags; and recorded on the Rest Area Lighting Inspection Sheet. The attendant conducting the inspection and the supervisor shall sign the report daily. The report is to be posted in a designated place at each site. All inoperable lights shall be reported to the Engineer within 24 hours for repair by others. The report shall be submitted with the Contractor's monthly invoice for payment.

I. Pest Control: All lawn area accessories shall be maintained as specified to prevent conditions conducive to invasion by pests. Pests shall be brought to the attention of the Engineer for treatment by DOT.

J. Graffiti: The Contractor shall be required to remove all graffiti.

TRASH/RECYCLING COLLECTION/DISPOSAL

The Contractor shall provide the Engineer a copy of the waste management and recycling contract prior to beginning work. Any changes to the waste management or recycling contract, or any new waste management or recycling contracts shall be provided to the Engineer, for approval.

NOTE: Dumpsters/carts will not be allowed to overflow, nor will trash or bagged trash/recycling be allowed around dumpsters/carts. An immediate standard compensation reduction for insufficient dumpster/cart services is specified in Standard Compensation Reductions.

Vending operators will bag trash/bundle recyclables and place in a designated area for disposal by rest area maintenance Contractor.

A. Trash: The Contractor shall be required to provide an approved trash dumpster (minimum of one (1) eight (8) cubic yard unit) on site in the area designated. All garbage, trash, litter, debris, etc. shall be put into the trash dumpster immediately when collected. Collected trash shall not be stored in any area or vehicle.

The trash dumpster shall be emptied by an approved waste management company as needed, a minimum of one (1) time each week. Contractor shall arrange for permanent disposal of these materials in an approved sanitary landfill. Any costs in connection with disposal of these materials shall be the responsibility of the Contractor.

B. Recycling: The Contractor shall be required to provide approved recycling carts (minimum of five (5) sixty-four (64) gallon units) on site in the area designated. All recycling materials shall be emptied into the recycling cart immediately when collected. No bags shall be put into the recycling cart. Collected recycling shall not be stored in any area or vehicle.

Each recycling cart shall be emptied by an approved waste management company as needed, a minimum of one (1) time every two (2) times weeks. Contractor shall arrange for permanent disposal of these materials in an approved recycling center. Any costs in connection with recycling of these materials shall be the responsibility of the Contractor.

The Contractor shall be required to submit documentation that materials are being disposed of in an approved recycling center with the Contractor's monthly invoice. The Rest Area Recycling Program Monthly Report shall be completed by the Contractor and submitted to the Department each month with the Contractor's monthly invoice.

Note: Recycling materials shall not be placed in the trash dumpster. Incidental trash shall be removed before placing recycling in recycling cart.

NOTE: Failure to recycle as specified will result in an immediate reduction in compensation as specified in Standard Compensation Reductions.

C. Recycling of Universal Waste Lamps: Universal Waste Lamps include, but are not limited to, fluorescent, compact fluorescent, high intensity discharge, neon, mercury vapor, high-pressure sodium metal halide, and any light bulb that operates with a ballasted fixture. Contractor shall collect and store all spent lamps (whole not broken) in storage unit(s) provided by DOT for pickup. Lamps shall be handled in accordance with training material provided by the Department. All spent lamps will be recycled by the Department.

COOPERATION BETWEEN CONTRACTORS

The Department reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract. The Department has a separate grounds maintenance contract for this facility. The custodial Contractor will be required to cooperate with the grounds Contractor during the performance of his duties at the rest area.

When separate or additional contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same project shall cooperate with each other. Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which others have completed.

The Department will under no circumstances be liable for any claim for additional compensation due to acts of one Contractor holding up the work of another. The Department will under no circumstances be liable for any damages experienced by one Contractor as a result of the presence and operations of other Contractors working within the limits of the same project.

Note: Janitorial staff shall contact the Engineer prior to granting another Contractor access to rest area facilities for the purpose of repair/service to equipment/facilities.

DAMAGES

The Contractor shall be held liable for all damage done, as a result of his operation or his Subcontractors.

All property damage will be assessed for actual replacement costs including labor, materials, and equipment.

Cost associated with damages caused by the Contractor's operation shall be deducted from monthly invoice payments or the Contractor will be required to repair the damages at his cost as directed by the Engineer. This is in addition to any compensation reduction assessed as a result of poor or non-performance of duties outlined in this contract.

Contractor is responsible for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

Contract staff are not to leave lithium batteries charging while not on duty.

DEPARTMENT RESPONSIBILITIES

A. Administration: The Department will provide personnel for administering the terms and conditions of this contract to ensure all services associated with these specifications have been performed to the satisfaction of the Department. The Department will demand strict conformance to this contract and shall enforce the standards of this contract.

B. Renovation Work: If the Department deems it appropriate to do renovation work to the facility during the life of the contract, the Contractor will not be in any way responsible for this work or its cost. The Contractor will be required to cooperate with any other Contractor doing work for the Department on the site.

C. Grounds, Parking Lot and Roadway: The Department will be responsible for placement and repairs to pavements, sidewalks, curbs, area lights, (walkway, roadway and parking areas) roadway signs and pavement markings.

D. Water: The Department will be responsible for providing a deep well water supply or municipal water supply. Water shall only be available for Contractor duties being performed on the rest area site, not for work that Contractor is performing at alternate locations or job sites.

E. Utilities: All public utility services contracted by DOT will be paid for by DOT.

F. Inspections: The Department's field representative will conduct frequent, unscheduled inspections and complete an inspection form noting conditions and compliance with contract provisions and quality of workmanship. A copy of the form shall be left on site with an additional copy sent to the Contractor. These inspections will be performed at a minimum frequency of three times weekly.

G. Contractor Personnel: The Department will not be responsible in any way to the Contractor's personnel for damages, destruction or loss, from any cause, to the Contractor's equipment, supplies, materials or tools or the personal property of the Contractor's personnel. The Contractor will be responsible for all repairs, regardless of cost, resulting from the negligence of the Contractor or Contractor's employees. The Department will not participate in the cost of such repairs.

PERFORMANCE OF WORK

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract because the health, safety and convenience of the public is the essence of the service. When the Department observes the Contractor has failed to adequately perform any of the services for which the Contractor is responsible, the Engineer or his designee will take the following action in his/her discretion:

Janitorial Services

A. Non-Compliance: When general cleaning services (janitorial cleaning, maintenance of grounds, etc.) are not provided in accordance with the contract, a "Notification of Rest Area Contract Non-compliance for Janitorial Maintenance" will be posted at the site by the Department and the Contractor's attendant on duty will be directed to notify supervisor and perform the services within two (2) hours. When general requirements (staffing, safety, supplies, etc. as specified) are not provided in accordance with the contract, an immediate reduction in standard compensation will be deducted from the Contractor's monthly compensation.

B. Follow-up on Non-Compliance: An inspection of non-compliance items will be made after two (2) hours by the Department. The Contractor's supervisory employee and attendant on duty will be asked to accompany the Department's representative during the inspection. If the inspection shows the item or items have been corrected or satisfactory and continuous progress is being made, the previous notice will be rescinded; however, if non-compliance still remains, the posted notification will be updated and a copy of

the posted notice of non-compliance will be faxed/emailed/mailed to the Contractor's company address. The notice of non-compliance shall remain posted at the site until the compliance issue is resolved.

C. Reduced Compensation: Should the inspection show the item(s) remain in non-compliance, the Contractor's monthly compensation will be reduced in accordance with the Daily Compensation Reduction Schedule included under Compensation. The reduction in compensation will apply beginning with the date of the first notification and continue until the deficient item(s) is corrected.

D. Service(s) Restored: The Contractor shall be responsible for notifying the Department when items have been corrected.

E. Janitorial Services Restored by DOT: If the Contractor fails to prosecute the work as directed or fails to perform the work in a safe, satisfactory manner, the Engineer may proceed to have the work performed with other forces. The cost of the work so performed including materials, labor, and equipment will be deducted from payment due the Contractor on his contract.

F. Contract Cancellation: Continued non-compliance by the Contractor will be considered unsatisfactory performance and may be grounds for contract cancellation.

STANDARD COMPENSATION REDUCTIONS FOR REST AREA PERSONNEL, SUPPLIES AND PROCEDURES FOR EACH REST AREA SITE

A. Failure to Follow Safety Precautions: If at any time safety and accident protection requirements are not followed as specified herein, an immediate standard reduction of $250.00 per incident will be deducted from the Contractor’s monthly payment.

B. Attendant Not On Duty: If at any time the required number of attendants are not present or on duty for any part of all shifts, as specified herein, at the rest area, an immediate standard reduction of $125.00 per attendant, per hour, will be deducted from the Contractor's monthly payment. In addition, the Contractor must take action to correct the problem or DOT will do so at Contractor's expense (expense based on DOT's incurred expenses).

C. Supervisor Not on Duty: If at any time a Supervisor has not performed the specified number of hours each week on site as specified herein, an immediate standard reduction of $250.00 will be deducted from the Contractor’s monthly payment for each hour not worked.

D. Rest Area Staff Uniform: In cases where an attendant or supervisor is not in complete Standard Rest Area Staff Uniform and/or Temporary Rest Area Staff Uniform for new employees and additional staffing, as specified herein, or when a Contractor is without a uniform rental and cleaning contract as specified herein, an immediate standard reduction of $100.00 per staff member on each shift not in complete uniform and $100.00 per day for lack of uniform rental and cleaning contract will be deducted from the Contractor's monthly payment.

E. Repairs Not Performed: If at any time repairs are not made within the time limits as specified herein, an immediate standard reduction of $200.00 per repair per day will be deducted from the Contractor’s monthly payment until corrected. In addition, the Contractor must take action to correct the problem or DOT will do so at Contractor's expense (expense based on DOT's incurred expenses).

F. Restroom Section Closed: If at any time a section of restrooms is closed when an attendant is not actively cleaning and/or servicing that section, an immediate standard reduction of $250.00 per incidence will be deducted from the Contractor’s monthly payment.

G. Room(s) Left Unlocked: If at any time the door to any service room, mechanical room, or pipe chase is left unlocked at the end of the end of the staffing day, an immediate standard reduction of $500.00 per incidence will be deducted from the Contractor’s monthly payment.

H. Creating Hazardous and/or Environmentally Hazardous Conditions: If at any time during maintenance operations the Contractor creates, or allows to remain, a hazardous, environmentally hazardous, or unsafe condition, an immediate standard reduction of $500.00 per incidence will be deducted from the Contractor's monthly payment. Such conditions include, but are not limited to: misuse or mixing of chemicals; use or disposal of a product inconsistent with the SDS; slippery residue left on floors; failure to maintain sidewalks as described herein during a snow/ice event. In addition, the Contractor must take immediate action to correct the problem or DOT will do so at Contractor's expense (expense based on DOT's incurred expenses).

I. Insufficient Dumpster Service: If at any time dumpsters are not provided and/or serviced as specified herein, an immediate standard reduction of $250.00 per day will be deducted from the Contractor's monthly payment until corrected. If at any time trash/recyclables is allowed to overflow the dumpster, or bagged trash/recyclables is setting around the dumpster, an immediate standard reduction of $100.00 per day will be deducted from the Contractor's monthly payment until corrected

J. Recycling Not Performed: If at any time recycling is not performed as specified herein, an immediate standard reduction of $250.00 per incident will be deducted from the Contractor's monthly payment.

K. Insufficient Supplies: If at any time one or more stalls are without toilet paper, one or more hand towels dispensers are without hand towels, or one or more soap dispensers are without soap, an immediate standard reduction of $250.00 per dispenser per incidence will be deducted from the Contractor's monthly payment. In addition, the Contractor must take immediate action to correct the problem or DOT will do so at Contractor's expense (expense based on DOT's incurred expenses).

L. Pressure Washing Not Performed: If at any time pressure washing is not performed as specified herein, an immediate standard reduction of $125.00 per day will be deducted from the Contractor's monthly payment.

M. Illegal Activity Not Reported: If at any time illegal activity is not reported as specified herein, an immediate standard reduction of $250.00 per incident will be deducted from the Contractor's monthly payment.

N. Falsification of Records: In the event that information on paperwork submitted to the department is falsified, an immediate standard reduction of $250.00 per incidence will be deducted from the Contractor's monthly payment. Paperwork includes, but is not limited to, supervisor's weekly work log, employee monthly work log, training record, illegal activity reports, water use report, lighting inspection sheets, and recycling reports.

DAILY COMPENSATION REDUCTIONS FOR EACH REST AREA SITE

Daily compensation is computed by dividing the lump sum bid price by the number of calendar days within the year's term of the contract.

I. MAIN SERVICE BUILDING (Max 40%)

A. General Appearance 10%
Failure to replace inoperable lights*
Trash/debris/litter at entrance
Dirty porches/spills
Dirty, worn doormats
Dirty, soiled window/doors
Floors, walls dirty/soiled
Dirty grout
Debris, dirt, trash, paper on floor
No lights/light covers, etc.

B. Sanitary Conditions 15%
Toilets/urinals dirty/unsanitary
Lavatories dirty/unsanitary
Water coolers dirty/unsanitary
Waste receptacles overflowing
No liners/dirty used liners
Dirty baby changing stations/tables
No napkin dispenser bags in boxes

C. Janitorial Supplies/Repair Parts 15%
Less than emergency supply on hand*
Use of unapproved supplies*
No personal protective equipment*
Incorrect or missing SDS*
Containers not labeled*

II. OUTSIDE FACILITIES (Max. 20%)

A. Picnicking 10%
Table/pads dirty
Waste/recycle receptacles smelly/overflowing
No liners/dirty used liners

B. Storage/Vending Building/Area 10%
Debris, trash around building
Dirty porches/spills
Supplies, materials unorganized
Improper storage of flammable materials*
Floor dirty, trash, debris, wet

III. GROUNDS (Max 20%)

A. Lawn/Planting 10%
Debris, trash, litter

B. Parking and Walkways 10%
Debris, trash on paved areas
Grease, oil, gum in parking areas
Litter, dirt, gum on walks

IV. UTILITIES (Max. 10%)

Reports, logs incomplete*
Equipment not serviced*
Daily monitoring omitted*
Trash, debris around systems
Failure to report inoperable lights*

V. REST AREA STAFF (Max. 10%)

A. Staff on Duty (per employee) 10%
Dirty, torn, unpressed, worn, faded uniform*
Sleeping on job*
Not working *
Locked in service/mechanical room*
Improper behavior around public*
Safety precautions not followed*
Non-reported events/incidents*
Current Supervisor's log not posted*
Supervisor's time not random*
Supervisor/Substitute not available*
No training of new employees*
No male/female on overlapping shifts*
Bagged trash stored in personal vehicles*

* These items will result in an immediate reduction in the daily compensation and will be deducted from the Contractor's monthly payment.

NOTIFICATION OF REST AREA CONTRACT NON-COMPLIANCE FOR JANITORIAL and JANITORIAL/GROUNDS MAINTENANCE

TO: _____ **FROM:** _____

DATE: _____ **COUNTY:** _____

ROUTE: _____ **EBL** _____ **WBL** _____ **NBL** _____ **SBL** _____

Employee(s) On Duty: _____
(Note: Employee(s) are requested to notify contract supervisor immediately concerning this notice.)

Please be advised that the following item is in Non-Compliance and reduction in compensation is in effect (2 hour limit to correct non-compliance where applicable):

Description of Non-Compliance Item	Date & Time of 1st Inspection	Date & Time of 2nd Inspection (Follow-up)	Rescinded? Yes/No	$ Amount or % Reduction

Standard Compensation Reductions in personnel, supplies, and procedures are effective immediately. For items with a 2 hour limit, if the Contractor fails the first follow-up inspection, the reduction in compensation begins with the above date and time of the second inspection.

Contractor: Please notify NCDOT when you have corrected item(s).

The above item(s) was/were corrected on the following date and time: _____

NCDOT Inspector Signature 1st Inspection _____

NCDOT Inspector Signature 2nd Inspection _____

Reduction 1: ($_____) X (_____ Unit) = $_____

Reduction 2: ($_____) X (_____ Unit) = $_____

Reduction 3: ($_____) X (_____ Unit) = $_____

Reduction 4: (_____ %) X (_____ Daily Compensation) X (_____ Days) = $_____

If the Contractor fails to perform the work in a satisfactory manner, the Engineer may proceed to have the work performed by DOT or with other forces. The cost of the work will be deducted from payment due the Contractor.

Cost of Work Performed by DOT/Other Forces $_____

Amount of Total Reduction $_____

NCDOT Engineer Signature _____

COMPENSATION

The Department agrees to pay the Contractor one twelfth of the lump sum per month for services described herein upon receipt and approval of an invoice for the monthly period invoiced, less the 5% withheld during the first year of the contract as stated in the Performance Guarantee.

Each invoice submitted to the Department for payment shall include the monthly submittal data listed below. In addition, the Engineer may request further information.

Monthly Submittal Data required for processing payment is as follows:

1. Monthly invoice for services rendered.
2. Original Supervisor's Weekly Work Log, signed and dated.
3. Original Supervisor's On The Job Training Record, signed and dated.
4. Original Employee's Monthly Work Log, Custodians and Supervisor, signed and dated.
5. Original Employee Sign In/Sign Out Log, signed and dated.
6. Original Illegal Activity Report, signed and dated.
7. Original Monthly Rest Area Water Use Report, signed and dated.
8. Original Monthly Lighting Inspection Sheet, signed and dated.
9. Original Rest Area Recycling Monthly Report, signed and dated.
10. DBE-IS form.

NOTE: The Contractor is requested to wait ten (10) days after submission of invoice and other required monthly submittal data before contacting NCDOT regarding payment not being received.

Reduction Schedule: This Contract is set up for full 100% payment provided all services, repairs, etc. are rendered as outlined herein; however, when the Contractor fails to provide any part of the service in accordance with the terms of the contract a "Notification of Rest Area Contract Non-compliance for Janitorial Maintenance" form, (see page 43), will be issued and adjustments will be made to the monthly compensation on the monthly invoice submitted for payment. The reduction will be calculated according to the "Standard Compensation Reductions for Rest Area Personnel, Supplies and Procedures for Each Rest Area Site", pages 40-41 and "Daily Compensation Reduction Schedule For Each Rest Area Site", page 42. In addition, any costs incurred for work performed by other forces that is the responsibility of the Contractor will be deducted from the monthly compensation.

BASIS OF PAYMENT

Prices and payments for the operation and maintenance of rest area will be full compensation for all work covered in this contract including, but not limited to, furnishing all labor, equipment, transportation, supplies and materials necessary to complete the work for one (1) year, regardless of the estimated quantities in their bid.

Payment will be made under:

Provide Custodial Operation and Maintenance. . . . . Lump Sum

If in effect, Reduced Staffing under Budget Restrictions payment will be made under:

Provide Custodial Operation and Maintenance with Reduced Staffing during Budget Restrictions . . . Monthly

NOTE: Minimum Wage: In the event of a Federal or State minimum wage increase that results in a minimum wage above the mandatory minimum wage rate for this contract, the contract price shall be adjusted accordingly. The Contractor shall be given an increase in contract price equal to his verified increased payroll labor costs resulting from the increase in the minimum wage, provided the Contractor furnishes the Department with correlating cost records which support the contract price increase.

NON-SCHEDULED WORK

DOT reserves the right to require a higher staffing level and or staffing during non-scheduled contract hours for short periods of time in the event of an emergency, special event(s) (local public attractions), selected holiday(s), etc. DOT will determine the need for additional staffing, number of attendants and time required for a particular situation in order to restore and/or maintain the rest area in an acceptable level/condition for these occasions.

Payment to the Contractor for extra work (staffing) as specified above for non-scheduled work will be paid for the actual number of hours worked at a non-scheduled work hourly rate as follows:

Contract Lump Sum Bid Price
---------- = Contract Hourly Rate
Staffing Hours Required Per Year

Contract Hourly Rate X 1.5 = Non-Scheduled Work Hourly Rate (____)

NOTE: All non-scheduled work not approved by the Department will be at the Contractor's expense.

LAWS

EXECUTIVE ORDER 24

By EXECUTIVE ORDER 24, issued in 2009, 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. Sec. 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."

G.S. 20-175 (b). PEDESTRIANS SOLICITING RIDES, EMPLOYMENT, BUSINESS OR FUNDS UPON HIGHWAYS OR STREETS.

No person shall stand or loiter in the main traveled portion, including the shoulders and median, of any State highway or street, excluding sidewalks, or stop any motor vehicle for the purpose of soliciting employment, business or contributions from the driver or occupant of any motor vehicle that impedes the normal movement of traffic on the public highways or streets: Provided that the provisions of this subsection shall not apply to licensees, employees or contractors of the Department of Transportation or of any municipality engaged in construction or maintenance or in making traffic or engineering surveys.

In the event the solicitation event or the solicitors shall create a nuisance, delay traffic, create threatening or hostile situations, any law enforcement officer with proper jurisdiction may order the solicitations to cease. Any individual failing to follow a law enforcement officer's lawful order to cease solicitation shall be guilty of a Class 2 misdemeanor.

(1937, c. 407, s. 136; 1965, c. 673; 1973, c. 507, s. 5; c. 1330, s. 39; 1977, c. 464, s. 34; 2005-310, s. 1; 2006-250, ss. 7(a), 7(b); 2008-223, s. 1.)

G.S. 14-132. DISORDERLY CONDUCT IN AND INJURIES TO PUBLIC BUILDINGS AND FACILITIES.

(a) It is a misdemeanor if any person shall:
(1) Make any rude or riotous noise, or be guilty of any disorderly conduct, in or near any public building or facility; or
(2) Unlawfully write or scribble on, mark, deface, besmear, or injure the walls of any public building or facility, or any statue or monument situated in any public place; or
(3) Commit any nuisance in or near any public building or facility.

(b) Any person in charge of any public building or facility owned or controlled by the State, any subdivision of the State, or any other public agency shall have authority to arrest summarily and without warrant for a violation of this section.

(c) The term "public building or facility" as used in this section includes any building or facility which is:
(1) One to which the public or a portion of the public has access and is owned or controlled by the State, any subdivision of the State, any other public agency, or any private institution or agency of a charitable, educational, or eleemosynary nature; or
(2) Dedicated to the use of the general public for a purpose which is primarily concerned with public recreation, cultural activities, and other events of a public nature or character.
(3) Designated by the Attorney General in accordance with G.S. 114-20.1.
The term "building or facility" as used in this section also includes the surrounding grounds and premises of any building or facility used in connection with the operation or functioning of such building or facility.

(d) Any person who violates any provision of this section is guilty of a Class 2 misdemeanor.

(1829, c. 29, ss. 1, 2; 1842, c. 47; R.C., c. 103, ss. 7, 8; Code, s. 2308; Rev., s. 3742; 1915, c. 269; C.S., s. 4303; 1969, c. 869, s. 7 1/2, c. 1224, s. 2; 1981, c. 499, s. 2; 1993, c. 539, s. 72; 1994, Ex. Sess., c. 24, s. 14(c).)

G.S. 20-161. STOPPING ON HIGHWAY PROHIBITED; WARNING SIGNALS; REMOVAL OF VEHICLES FROM PUBLIC HIGHWAY.

(e)When any vehicle is parked or left standing upon the right-of-way of a public highway, including rest areas, for a period of 24 hours or more, the owner shall be deemed to have appointed any investigating law-enforcement officer his agent for the purpose of arranging for the transportation and safe storage of such vehicle and such investigating law-enforcement officer shall be deemed a legal possessor of the motor vehicle within the meaning of that term as it appears in G.S. 44A-2(d).

(1937, c. 407, s. 123; 1951, c. 1165, s. 1; 1971, c. 294, s. 1; 1973, c. 1330, s. 25; 1985, c. 454, s. 6; 2003-310, s. 1; 2007-360, ss. 4, 5; 2009-104, s. 1; 2010-132, ss. 13, 14, 15.)

19A NCAC 02E

SECTION .0407 CONTROL AND REGULATION OF ROADSIDE PARKS AND REST AREAS

It shall be unlawful, within any scenic service overlook, rest area or other designated parking area on the primary and secondary roads and highways of the state, for any person, firm or corporation to erect tents, booths, or structures of any kind for camping or any other activity; to create loud music or other objectionable noise; except as permitted pursuant to 19A NCAC 2E .0800 of the North Carolina Administrative Code, to solicit contributions, names, support or for any other purpose; to conduct or participate in public or private auctions and other ceremonies; to distribute tracts, pamphlets, favors or any material, product or literature; to erect displays, signs, or carry on any commercial activity; to use public address systems; to distribute or use alcoholic beverages; to engage in disorderly conduct or use vulgar, obscene or profane language; or, to commit any nuisance producing a material annoyance, inconvenience, hurt, discomfort, or that is dangerous to the life, property and welfare of the traveling public.

History Note: Authority G.S. 136-18(9); 136-125;
Eff. July 1, 1978;
Amended Eff. October 1, 1991; August 1, 1986.

SECTION .0800 SOLICITATION OF CONTRIBUTIONS FOR RELIGIOUS PURPOSES AT REST AREAS

19A NCAC 02E .0801 PERMIT TO SOLICIT CONTRIBUTIONS

In recognition of the State of North Carolina's legitimate concern for the safety and well-being of the traveling public as well as the right of citizens to the free exercise of religion, all religious organizations and those non-profit charitable or educational organizations with a history of concern for the health and safety of the traveling public are hereby authorized to solicit contributions at North Carolina Highway rest areas, wayside parks, and visitor welcome centers in accordance with these Rules. All other forms of solicitation by any other individuals or organizations are prohibited.

History Note: Authority G.S. 20-175; 136-18;
Eff. November 1, 1984;
Amended Eff. December 1, 1993; October 1, 1991; August 1, 1986.

19A NCAC 02E .0802 PERMITS REQUIRED

(a) All organizations desiring to solicit under the provisions of this Section must first obtain a permit from the Department of Transportation for the stated purpose of allowing their members to solicit at designated areas on the state highway system.
(b) Written requests for permits for solicitation shall be sent to the appropriate Division Engineer of the Division of Highways in which the rest area or welcome center is located.
(c) Written requests must include all of the following:
(1) Copy of certificate showing that the applicant is exempt from federal income tax as a religious, educational or charitable organization as provided in 26 USC 501(c)(3) together with the applicant's tax exemption number;
(2) a statement indicating the locations where the organization intends to solicit contributions;
(3) the name and address of each individual authorized to solicit for the applicant;
(4) the name of an officer of the applicant, together with an address, to whom the permit is to be sent and complaints are to be directed;
(5) if the request for a permit is from a non-religious educational or charitable organization, a detailed written description of the organization's past efforts serving and promoting the safety of the traveling public.
(d) When all the appropriate information required in Paragraph (c) of this Rule has been provided by the applicant, a permit shall be issued by the state highway administrator, or his duly authorized representative, and said permit will be effective for a period of 30 days from the date of issuance.
(e) Each permit issued shall describe the activity authorized, the area in which it may be conducted, and the period of time for which the permit is issued.

History Note: Authority G.S. 20-175; 136-18;
Eff. November 1, 1984;
Amended Eff. October 1, 1991; September 1, 1986; August 1, 1986; September 1, 1985.

19A NCAC 02E .0803 SOLICITATION RESTRICTIONS AND REQUIREMENTS

(a) Any member of an organization duly permitted under these Rules actually engaged in soliciting for contributions must provide and prominently display an identification tag or badge containing all of the following information:
(1) a photograph;
(2) name;
(3) organization; and
(4) DOT permit number.
(b) While actually engaged in the solicitation of contributions, individual solicitors shall orally identify themselves and state which organization they represent.
(c) Individual solicitors operating under a permit from the department shall be permitted to engage in their solicitation activities only between the hours of 9:00 a.m. and 5:00 p.m. each calendar day except during holidays, when a different time is authorized in the permit.
(d) Individual solicitors are prohibited from soliciting on any portion of a highway not designated as a rest area or welcome center.
(e) The area of the rest area which may be used shall be clearly specified in the permit, and shall not impede visitors' access to rest facilities. At the same time, it shall provide reasonable visibility of the soliciting group when feasible.
(f) Individual solicitors may use incidental water and electric utility services at highway rest areas or visitor centers

with connections at locations approved by the Division of Highways.
(g) A permittee shall be limited to one individual solicitor actually engaged in solicitation activities at each site, and this individual may have the assistance of no more than two other members of the permittee's organization.
(h) Individual solicitors shall not persist in soliciting after solicitation has been declined, and solicitors shall not solicit State employees who are identifiable as such.
(i) Individual solicitors shall not harass persons by demanding, threatening or intimidating conduct.
(j) While individual solicitors may solicit from the general public donations for printed matter, refreshments or religious paraphernalia, the individual solicitors must inform the person solicited if a minimum donation is required.
(k) All distribution of refreshments, pamphlets and other materials and/or transfers of money or funds solicited from a person acting pursuant to a permit issued by the State Highway Administrator or his duly authorized representative, shall take place in or at location specifically identified in the permit.
(l) Individual solicitors may not engage in dancing, chanting, the use of music or other noise producing instruments, megaphones, microphones or any other similar devices.
(m) Individual solicitors shall cease activities in the event of emergency situations involving dangers to the general public.
(n) Individual solicitors shall not interfere with pedestrian or vehicular traffic.
(o) No more than two organizations, one religious and one non-religious charitable or educational, may solicit at highway rest areas, wayside parks or visitor welcome centers at the same time.

History Note: Authority G.S. 20-175; 136-18;
Eff. November 1, 1984;
Amended Eff. December 1, 1993; October 1, 1991; August 1, 1986; September 1, 1985.

19A NCAC 02E .0804 REVOCATION OF PERMIT
(a) Any of the following shall be grounds for revoking a permit issued under the provisions of these Rules:
(1) failure to renew the permit issued to the organization;
(2) loss of federal income tax exemptions;
(3) violations of the restrictions on solicitations contained in Rule .0803 of this Section;
(4) substantiated complaints of harassment of travelers by individual solicitors;
(5) any action which adversely affects the health or safety of the traveling public;
(6) fraud or misrepresentation in application on the part of the permittee.
(b) Any organization which applies for a permit for solicitation and is refused such a permit, or any organization which has its permit revoked, may make a written appeal within 30 days of the department's decisions to the Secretary of Transportation whose decisions shall be final.

History Note: Authority G.S. 20-175; 136-18;
Eff. November 1, 1984;
Amended Eff. December 1, 1993; August 1, 1986; September 1, 1985.
NC Administrative Code 470-2

TITLE VI AND NONDISCRIMINATION:
(6-28-77)(Rev 1/16/2024) Z-6

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

(1) **Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(a) Compliance with Regulations

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

(i) Withholding payments to the contractor under the contract until the contractor complies; and/or

(ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) **Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.

2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.

3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

   "The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.

5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.

6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.

(b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))

(c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

(d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.

1. Applicability

   Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

2. Eligibility

   Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

3. Time Limits and Filing Options

   Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

   (i) The date of the alleged act of discrimination; or

   (ii) The date when the person(s) became aware of the alleged discrimination; or

   (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

   Title VI and related discrimination complaints may be submitted to the following entities:
   - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
   - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
   - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints

Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

5. Discrimination Complaint Form

   Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

   Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

TABLE 103-1
COMPLAINT BASIS

Protected Categories	**Definition**	**Examples**	**Applicable Nondiscrimination Authorities**
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. *(Executive Order 13166)*
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin *(Limited English Proficiency)*	Place of birth. Citizenship is not a factor. (*Discrimination based on language or a person's accent is also covered)*	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. *Note:* Sex under this program does not include sexual orientation.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990

Religion (in the context of employment) *(Religion/ Creed in all aspects of any aviation or transit-related construction)*	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. ***Note:*** Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. *(49 U.S.C. 5332(b);* *49 U.S.C. 47123)*

(3) **Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

(i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) **Additional Title VI Assurances**

***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.
The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

(i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non¬ discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

PROJECT SPECIAL PROVISION FORMS

Form	Page No.
Supervisor's Weekly Work Log	56
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Employee Monthly Work Log, Custodians and Supervisor	58
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Rest Area Contract Maintenance
SUPERVISOR'S WEEKLY WORKLOG
Craven County Rest Area on US 70

Month:_____Dates:_____to_____, 20_____

DAY	SHIFT	IN	OUT	HOURS	COMMENTS
SUN					
MON					
TUE					
WED					
THU					
FRI					
SAT					
			Total Hours		

The supervisor shall perform a minimum of fourteen (14) hours on site supervision per week. Each site review shall consist of a minimum of one (1) hour. Reviews shall be divided equally among all shifts and conducted on random days at random times, seven (7) days a week, Sunday through Saturday. A minimum of four (4) hours shall be performed on a minimum of two (2) days of the weekend, Friday through Sunday. Log shall be completed at the end of each review, kept up to date, and posted at a designated place at each rest area site.

Supervisor's Signature: _____ Date: _____

REST AREA CONTRACT MAINTENANCE

SUPERVISOR'S ON-THE-JOB TRAINING RECORD

COUNTY: Craven ROUTE: US 70 MONTH/YR _____

NAMES	DATES	HOURS	SPECIFIC TASKS/ITEMS COVERED

Supervisor's Signature: _____ Date: _____

North Carolina Department of Transportation

Rest Area Contract Maintenance

EMPLOYEES MONTHLY WORKLOG

CUSTODIANS AND SUPERVISOR

Location Route: US 70 County: Craven Date: _____ to_____ 20_____

Name and ID#		Date: List Number of Hours Each Custodian Worked on Each Shift																														
Custodians	Shift	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Name:	1																															
	2																															
	3																															
Name:	1																															
	2																															
	3																															
Name:	1																															
	2																															
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	3																															
Name:	1																															
	2																															
	3																															
Name:	1																															
	2																															
	3																															
Supervisor:	On site reviews divided equally among all shifts on random days at random times, minimum 14 hours per week (4 hours per weekend).																															
Name:	1																															
	2																															
	3																															

Supervisor's Signature: _____ Date: _____

North Carolina Department of Transportation

Employee Sign In / Sign Out Log – Custodians and Supervisor

COUNTY: Craven ROUTE: US 70 MONTH/YR _____

Date	Sign In Time	Sign Out Time	Hours Worked	Signature

Page _____ *of* _____ Supervisor's Signature: _____ Date: _____

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

REST AREA LOST AND FOUND LOG

COUNTY: Craven ROUTE: US 70 MONTH/YR _____

ITEM #	TYPE OF ITEM W/DESCRIPTION	DATE LOCATED OR LOST	PERSON THAT REPORTED IT WITH CONTACT INFO	NCDOT CONTACTED	ITEM TURNED OVER TO W/DATE & TIME

NOTE: DO NOT USE ANY CONFIDENTAL INFORMATION IN THE DESCRIPTION OF AN ITEM EXCEPT A NAME, CITY AND PHONE NUMBER

Page _____ *of* _____ Supervisor's Signature: _____ Date: _____

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ILLEGAL ACTIVITY REPORT

COUNTY: Craven ROUTE: US 70 MONTH/YR _____

DATE	TIME	ACTIVITY	LAW ENFORCEMENT AGENCY CONTACTED (NAME)	CONTACTED BY (STAFF NAME)	REPORTED TO (DOT NAME)	REPORT DATE

Page _____ *of* _____ Supervisor's Signature: _____ Date: _____

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
Craven County Rest Area on US 70

WATER USE REPORT

Month:_____ , 20_____

Date	Day	Read By	Meter Reading 9:00 a.m.	Gallons Used	Comments
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
1					
			Total:		

Supervisor's Signature: _____ Date: _____

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
Craven County Rest Area on US 70

LIGHTING INSPECTION SHEET

Month:_____ , 20_____

Date	All Lights Operating Yes/No	If No List Pole/Post Number(s)	Attendant's Signature	Supervisor's Signature	Date NCDOT Notified by Supervisor
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					

Supervisor's Signature: _____ Date: _____

North Carolina Department of Transportation

Rest Area Recycling Program

MONTHLY REPORT

Month: _____, 20_____

Craven County Rest Area on US 70

Date						Total (LB or CYD)
Comingled						

Supervisor's Signature: _____ Date: _____

Rest Area Contract Maintenance
JANITORIAL SUPPLIES

Location: Contract Time:
Route ____US 70____ County ___Craven_____ From_____to _____

ITEM	#	BRAND NAME:	MANUFACTURER:	OK
LIQUID HAND SOAP	1			
A **white or non-colored** mild synthetic detergent with 1% lanolin; lightly perfumed ready for use in dispensers from containers with 15% active ingredients.	2			
	3			
	4			
LIQUID TOILET BOWL CLEANER	1			
A non-acid formulation with deodorant and germicide properties.	2			
	3			
	4			
SANITIZER/DISINFECTANT	1			
A limited germicide type, suitable for general cleaning. A combined cleaner, germicide and deodorant. Non-corrosive.	2			
	3			
	4			
GENERAL PURPOSE CLEANER	1			
Industrial strength cleaner with neutral pH formulation, suitable for most surfaces, penetration type solvents for removing most soils.	2			
	3			
	4			
TOILET TISSUE	1			
High commercial quality, unglazed, soft, 2 ply; 9” diameter rolls with 3-3/8” diameter cores, sheet width 3-1/2”, 2 rolls/unit biodegradable material safe for sewer and septic tanks.	2			
	3			
	4			
HAND PAPER TOWEL	1			
High commercial quality, size to fit dispenser, soft with good absorption rate without disintegrating or slimy feeling when wet, lint free and unscented; must be biodegradable and safe for sewer and septic tanks.	2			
	3			
	4			

NOTE: Labels and SDS shall be submitted with each product.

Submitted by: _____

Rest Area Contract Maintenance
JANITORIAL SUPPLIES

Location: Contract Time:
Route ___US 70_____ County _Craven_____ From_____to _____

ITEM	#	BRAND NAME:	MANUFACTURER:	OK
	1			
	2			
	3			
	4			
	1			
	2			
	3			
	4			
	1			
	2			
	3			
	4			
	1			
	2			
	3			
	4			
	1			
	2			
	3			
	4			
	1			
	2			
	3			
	4			

NOTE: Labels and SDS shall be submitted with each product.

Submitted by: _____

Form DBE-IS

State of North Carolina
Department of Transportation

Subcontractor Payment Information

Submit with Invoice To:

Invoice Coordinator
North Carolina Department of Transportation
Division / Branch
Address
Raleigh, NC XXXXX-XXXX

Firm Invoice No. Reference _____
NCDOT PO / Contract Number _____
WBS No. (State Project No.) _____
Date of Invoice _____
Signed _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant / Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice

Total Amount Paid to Subcontractor Firms $ _____

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/Subconsultants/Material Suppliers on the above referenced project.

Signature _____ Title _____

CONTRACTOR NATIONAL CRIMINAL BACKGROUND CHECK CERTIFICATION

CRAVEN COUNTY REST AREA

I, _____("Contractor"), certify that:

I have obtained a national criminal background check on all potential employees including all Contracting officers, owners, partners, and/or managers and all personnel who will be representing the contracting company for this contract. None of the employees have a disqualifying criminal background.

(1) An individual is prohibited from working at rest areas maintained by NCDOT due to a disqualifying criminal background if:

- (a) The individual has previously been found guilty of having the status of an habitual felon, N.C.G.S. 14-7.1,
- (b) The individual has a history of convictions for felony or misdemeanor assaultive behavior or felony or misdemeanor convictions for weapons charges,
- (c) The individual has outstanding arrest warrants that he/she has become aware of, or pending criminal court cases and has not notified the Contractor within 24 hours of awareness,
- (d) The individual has a pending habitual impaired driving offense, N.C.G.S. 20-138.5,
- (e) The individual has a prior sex offender conviction,
- (f) The individual has a conviction(s) that the Department objects based on the nature of the individual's conviction(s) and the need to protect the safety of the traveling public.

(2) After award and before the start of the contract, I will submit for the Division's inspection the national criminal background check of all employees. If the Division objects to the assignment of an employee on the basis of the employee's national criminal background check, I agree to discontinue using that employee to provide services under the contract.

(3) I understand that no employee is to begin work at the rest area under the contract without undergoing the national criminal background check and submission of the background check to the Department and approval by the Department of the proposed employee.

(4) I understand that upon yearly renewal of an existing contract, I shall submit updated national criminal background checks of all employees 30 days prior to the expiration of the current contract year.

(5) If I receive information that an employee has a disqualifying criminal background, I will immediately remove that employee from contract duties.

(6) I understand that the Department reserves the right to request a new national criminal background check for any employee at any time.

(7) I understand that I am to keep the Division aware of any new charges disclosed to me by my employees within 24 hours of disclosure.

(8) I acknowledge that noncompliance with the requirements in this certification shall be grounds for contract cancellation.

Company Name: _____

Contractor's Signature: _____

Date: _____

This form is required to be completed by the Contractor and submitted with all national criminal background checks at the Project Pre-Work Conference, yearly renewal, and any other times checks are submitted. All costs associated with the background checks shall be at the Contractor's expense.

INSTRUCTIONS TO BIDDERS

BID PROPOSALS

As stated under "AWARD OF CONTRACT" above, the Engineer will evaluate the Bidder's proposal to determine the responsibility of the bid and insure compliance with contract. The Engineer, using his/her discretion, will determine whether a bidder is "responsible" and capable of performing the required work. The Bidder should demonstrate an understanding of the requirements of the contract, and that the requirements have been addressed in his bid to the satisfaction of the Engineer. The Bidder should demonstrate experience delivering janitorial maintenance services and that it is capable of performing the required work under this contract, to the satisfaction of the Engineer. This includes services such as facility maintenance, providing timely repairs to facilities, customer service, contract compliance, employment laws and regulations, insurance, human resource management, business administration and experience interacting with the public.

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

PREPARATION AND SUBMISSION OF TRADITIONAL PAPER BIDS

At least one (1) original copy of the Bid Submittal Package, the information required on Bid Submittal Page 4 of 17 for the Contractor's Operations Plan, and all signed addenda; shall be submitted as the Bidder's proposal. **For the benefit and convenience of the Department, please submit one (1) additional copy of the Bid Package.** All bid submittal documents should be prepared and submitted in accordance with the following listed requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of bid. The Department reserves the right, in its sole discretion, to waive any deficiencies or irregularities in the submission of bid documents.

1. The attached Bid Submittal Package (Bid Submittal Pages 1 of 17 through 17 of 17) furnished by the Department shall be used. The bid shall be submitted on the same proposal that has been furnished to the bidder by the Department. Copies of previous proposals shall be rejected. The Bidder shall provide the information requested on Bid Submittal Page 4 of 17 (use additional pages and/or attachments if needed).
2. All entries including signatures shall be written in ink or typed.
3. The Bidder shall submit a lump sum price, which will be the total amount of bid for the entire project.
4. The total amount bid shall be written in figures in the proper place on the Contract Bid Form.
5. The Bidder shall submit a unit price for the Alternate Bid Item and shall be written in figures in the proper place on the Contract Bid Form.
6. Changes in any entry in the Bid Submittal Package 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 **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids are to include 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 Bid Submittal Package shall be placed in a sealed envelope and shall be delivered to and received in the DOT Purchasing Section by **2:00 pm on December 2, 2026** at the address indicated in the table below:

MAILING ADDRESS FOR DELIVER OF BID VIA U.S.POSTAL SERVICE	**OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER**
BID NUMBER: 54-TJK-02-PR40715 Attn: Teddy Kapera North Carolina Department of Transportation Purchasing Section Address: 1510 Mail Service Center Raleigh, NC 27699-1510	BID NUMBER: 54-TJK-02-PR40715 Attn: Teddy Kapera North Carolina Department of Transportation Purchasing Section Address: 1 South Wilmington Street, Room 334B Raleigh, NC 27601

IMPORTANT NOTE: All paper bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of method of delivery (including U.S. mail). **This is an absolute requirement.** All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

Note that the U.S. Postal Service does not deliver mail to the specified office address but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, IFB number, and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in a separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

Failure to address proposals correctly could result in delayed delivery service.

OPENING OF BIDS

Bids subject to the conditions made a part hereof will be received until 2:00 pm on December 2, 2026 and then publicly opened for furnishing the services as described herein.

Opening of bids is to be in the NCDOT Transportation Building Complex located at 1 South Wilmington Street, Raleigh 27601.

NOTE: Parking at the Transportation Building Complex is limited. Arrive early!

Issuance of this Proposal does not constitute a commitment on the part of the NCDOT to award or execute a Contract. The Department retains the right, in its sole discretion, at any time to reject any or all bids and to cancel or cancel and reissue a Proposal, before or after receipt and opening of bids in response thereto, or take any other actions it considers in its discretion to be in the best interest of the State.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PERFORMANCE MAINTENANCE CONTRACT

SMALL BUSINESS ENTERPRISE CONTRACT

BID SUBMITTAL PACKAGE

November 4, 2026

Solicitation RFP No. 54-TJK-02-PR40715

NCDOT Highway Division 2

Craven County

Rest Area Custodial Operation and Maintenance

NOTE:

By submission of a bid package the bidder agrees that they shall provide sufficient labor, labor hours, supervision, training, materials, equipment and supplies to complete all requirements as listed in this contract to an acceptable level as determined in the discretion of the Engineer, regardless of the quantities estimated in their bid.

This entire package (Bid Submittal Pages 1 of 17 through 17 of 17, including attachments) is to be returned as the contractor's bid and received by the Department of Transportation's Purchasing Section prior to 2:00 PM, December 2, 2026.

Failure to complete the bid submittal documents as indicated may be cause for rejection of the Contractor's bid.

Bidder/Offeror: _____

Company Name

ATTENTION

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.G.S. 132-2.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,
before the procurement file is made available for public inspection.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
CONTRACT BID FORM

PROPOSAL NO: **54-TJK-02-PR40715**
WBS ELEMENT NO: **2RE.102518**
COUNTY: **CRAVEN – DIVISION 2**
LOCATION: **US 70, EXIT 409 NEAR CLARKS**
TYPE OF WORK: **CUSTODIAL OPERATIONS AND MAINTENANCE OF REST AREA**
PROJECT: **CRAVEN COUNTY REST AREA (SINGLE)**

The Contractor agrees to provide the services as outlined in this proposal for the following fixed price:

ITEM: **PROVIDE CUSTODIAL OPERATION AND MAINTENANCE (FOR ONE YEAR) LUMP SUM PRICE**:

TOTAL BID FOR PROJECT: $_____

ALTERNATE BID ITEM: **PROVIDE CUSTODIAL OPERATION AND MAINTENANCE WITH REDUCED STAFFING UNDER BUDGET RESTRICTIONS (FOR ONE MONTH) MONTHLY BID PRICE:**

PRICE PER MONTH: $_____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2024.

Reviewed by_____ _____(date)

Accepted by NCDOT_____ _____(date
Division Engineer

CONTRACTOR CONTACT INFORMATION

Contractor: _____

Address: _____

_____

Telephone Number(s): _____

Email Address: _____

Name of individual authorized to answer questions concerning the information contained herein:

Name: _____

Email Address: _____

Telephone Number(s): _____

CONTRACTOR'S OPERATIONS PLAN

Bidders shall provide the following information:

Personnel Plan: As part of your bid submittal package, below or on an attached separate document, provide a Personnel Plan (**for full staffing and for reduced staffing**) that includes:

1) The total number of employees;

2) The total number of hours each employee works each week;

3) The yearly total number of hours.

Materials Plan: As part of your bid submittal package, on an attached separate document, provide a Materials Plan you propose to use to fulfill the requirements of this contract. The plan should include:

1) A complete listing of all materials, supplies and equipment you propose may be needed for the one year term of the contract;

2) The estimated quantities of each you propose may be needed for the one year term of the contract. Please note, if awarded the contract, the bidder will be required to provide all actual quantities required for performance of the contract, regardless of the estimated quantities in their bid.

The operations plan should be clear and legible in all respects without a need for additional explanation or information and should demonstrate that the bidder has a thorough understanding of the requirements of this contract. The Engineer reserves the right to request additional information or clarification if necessary, in his/her discretion.

CONTRACTOR'S LISTING OF MBE/SBE SUBCONTRACTORS

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

** Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

**** Dollar Volume of MBE Subcontractor $ _____**

MBE Percentage of Total Contract Bid Price _____%

**** Dollar Volume of WBE Subcontractor $ _____**

WBE Percentage of Total Contract Bid Price _____%

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

CONTRACTOR'S WORK EXPERIENCE AND REFERENCES

Bidders shall supply a minimum of three (3) references covering work experience on a contract basis, related to janitorial maintenance services. These references are to include private commercial firms, governmental agencies (federal, state, county, city, etc.), and any other references related to janitorial maintenance services which this business or its supervisors, managers, owners or other persons with supervisory responsibility for performance of this contract have had within the last three (3) years, or longer if necessary to attain the required number of references. The references are one factor that will be used by the Engineer to determine whether a bidder is "responsible" and capable or able to perform the work necessary under the contract. The bidder may submit more than three (3) references using this same form. ALL REFERENCE CONTACT INFORMATION SHOULD BE CURRENT.

1. Agency or Firm Name:_____

   Physical Address:_____

   Mailing Address:_____

   Contact Person:_____

   Telephone(s):_____

   Email address:_____

   Type of Facility:_____

   Square Footage Cleaned:_____

   Man Hours of Service Provided Per Week:_____

   Length of Contract:_____

   Dates of Contract:_____

2. Agency or Firm Name:_____

   Physical Address:_____

   Mailing Address:_____

   Contact Person:_____

   Telephone(s):_____

   Email address:_____

   Type of Facility:_____

   Square Footage Cleaned:_____

   Man Hours of Service Provided Per Week:_____

   Length of Contract:_____

   Dates of Contract:_____

3. Agency or Firm Name:_____

   Physical Address:_____

   Mailing Address:_____

   Contact Person:_____

   Telephone(s):_____

   Email address:_____

   Type of Facility:_____

   Square Footage Cleaned:_____

   Man Hours of Service Provided Per Week:_____

   Length of Contract:_____

   Dates of Contract:_____

4. Agency or Firm Name:_____

   Physical Address:_____

   Mailing Address:_____

   Contact Person:_____

   Telephone(s):_____

   Email address:_____

   Type of Facility:_____

   Square Footage Cleaned:_____

   Man Hours of Service Provided Per Week:_____

   Length of Contract:_____

   Dates of Contract:_____

MANDATORY MINIMUM WAGE RATE REQUIREMENT

February 1, 2027

The Contractor is required to compensate rest area employees at the following wage rate. This is the minimum hourly wage rate that employees shall be paid.

Craven County Rest Area

Rest Area Attendants:	**per hour**	**$15.51**
Rest Area Supervisor:	**per hour**	**$18.51**

The above hourly rates are based on information from the Occupational Employment Statistics program produced by the North Carolina Department of Commerce in cooperation with the Bureau of Labor Statistics. The North Carolina Department of Labor should be notified by Contractor's employees if the mandatory wage rate is not being paid by the Contractor.

NOTE: The Department reserves the right to audit the Contractor's payroll records and proof of payment, including timing of payment, to employees, unannounced during the period of the contract and for ninety (90) days following contract expiration. Such audit shall be conducted during normal business hours. By signature below the Contractor agrees to release those records for review upon request.

_

Contractor's Signature Date

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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
(Select appropriate title)

President/Vice President/Assistant Vice President
(Select appropriate title)

_____ _____

Print or Type Signer's name

Print or Type Signer's name

CORPORATE SEAL

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 prequalified bidder 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

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 prequalified bidder 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

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 prequalified bidder 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

By

_____ _____
Signature of Witness or Attest Signature of Contractor

_____ _____
Print or type Signer's Name Print or type Signer's Name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

_____
Address as prequalified

By

_____ _____
Signature of Witness or Attest Signature of Contractor

_____ _____
Print or type Signer's Name Print or type Signer's Name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor

_____
Address as prequalified

By

_____ _____
Signature of Witness or Attest Signature of Contractor

_____ _____
Print or type Signer's Name Print or type Signer's Name

If Corporation, affix Corporate Seal

CORPORATE SEAL(S)

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 prequalified bidder 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 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

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 prequalified bidder 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 Individual 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 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.

BID SUBMITTAL PACKAGE CHECKLIST

This checklist has been provided for your benefit to assist you in completing your Bid Submittal Package to help ensure that all necessary items have been completed.

Check Box	Page Number	Description
	1	Cover Sheet.
	2	Contract Bid Form.
	3	Contractor Contact Information.
	4	Contractor's Operations Plan.
		Attachment to Operations Plan including Materials List as specified.
		Attachment to Operations Plan including Personnel Plan as specified.
	5	Listing of MBE/WBE Subcontractors.
	6-7	Contractor's Work Experience and References, with a minimum of three (3) references included.
	8	Mandatory Minimum Wage Rate Requirement.
	9-16	Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification, executed.
	17	Bid Submittal Package Checklist.
		Addenda, if applicable.
		Submit original and one (1) duplicate copy. **Mark the original as "Original" and the copy as "Copy".**

End of bid submittal package!