

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION



DIVISION SEVEN

**CONTRACT PROPOSAL**  
**SMALL BUSINESS ENTERPRISE**

**WBS ELEMENT:** 7.107911, etc.  
**COUNTY:** Rockingham

**DESCRIPTION:** Tree Service on State Maintained Roads

**BID OPENING:** 11:00 am, February 2, 2012

**AVAILABILITY DATE:** March 1, 2012  
**COMPLETION DATE:** February 28, 2013

---

NAME OF BIDDER

---

ADDRESS OF BIDDER

**RETURN BIDS TO:**

US Postal Service:  
North Carolina Dept. of Transportation  
Division of Highways  
PO Box 14996  
Greensboro, NC 27415-4996  
Attn.: J.B. Hunsinger

Delivery Service:  
North Carolina Division of Highways  
1584 Yanceyville Street  
Greensboro, NC 27405  
Attn.: J.B. Hunsinger

**NO BID BOND REQUIRED**

# TABLE OF CONTENTS

<b>INSTRUCTIONS TO BIDDERS.....</b>	<b>3</b>
<b>PROJECT SPECIAL PROVISIONS.....</b>	<b>4</b>
GENERAL .....	4
CONTRACT TIME .....	4
WORK RESTRICTIONS AND LIQUIDATED DAMAGES .....	5
PROSECUTION OF WORK .....	5
TREE SERVICE .....	5
STUMP GRINDING.....	7
EMERGENCY TREE SERVICE .....	7
EROSION, SILTATION AND POLLUTION CONTROL .....	7
TRAFFIC CONTROL .....	8
<b>PROJECT STANDARD PROVISIONS.....</b>	<b>8</b>
LIABILITY INSURANCE.....	8
COOPERATION WITH STATE FORCES .....	8
LITTERING AND SITE CLEANUP .....	8
OUTSOURCING OUTSIDE THE USA.....	8
GIFTS FROM VENDORS AND CONTRACTORS: .....	9
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS.....	9
ERRATA .....	10
PLANT AND PEST QUARANTINES .....	10
MINIMUM WAGES.....	11
COMPENSATION .....	12
<b>CONTRACT BID FORM.....</b>	<b>13</b>
<b>EXECUTION OF BID .....</b>	<b>14</b>

## **INSTRUCTIONS TO BIDDERS**

**PLEASE READ ALL INSTRUCTIONS AND APPLICABLE ARTICLES FOUND IN THE *STANDARD SPECIFICATIONS* CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.**

**[http://www.ncdot.org/doh/preconstruct/ps/specifications/specifications\\_provisions.html](http://www.ncdot.org/doh/preconstruct/ps/specifications/specifications_provisions.html)**

All Bids will be considered in accordance with Article 102-14 of the 2012 Standard Specifications. All bids shall be prepared and submitted in accordance with Articles 102-8, 102-9, 102-11, 102-12, 102-13 and 102-15 of the 2012 *Standard Specifications* and the following additions and exceptions.

1. No electronic bids will be accepted.
2. Bid Bonds will not be required.
3. Unit bid prices shall be rounded off by the bidder to contain no more than (2) decimal places.
4. "Division Engineer" shall be substituted for the following: "State Highway Administrator", "State Contract Officer or Engineer", the "Board of Transportation (Board)", "Secretary of Transportation (Secretary)".
5. **The Contractor shall return the entire proposal and acknowledge receipt of addenda and/or pre-bid minutes in the spaces provided on the Contract Bid Form. Plan sheets do not have to be returned.**
6. For Small Business Enterprise projects, bids with the Total Amount over \$500,000 will not be considered for award. For all other projects, bids with the Total Amount over \$1,200,000 will not be considered for award.
7. The use of correction fluids or tapes may void the bid.
8. **THE PROPOSAL SHALL BE PLACED IN A SEALED ENVELOPE DISPLAYING THE FOLLOWING  
"QUOTATION COVERING: TREE Service in Rockingham County,**

**NAME OF BIDDER  
CONTRACTOR'S LICENSE NUMBER**

**TO BE OPENED AT 11:00 A.M., FEBRUARY 2, 2012.  
ATTN: MR. JOHN B. HUNSINGER"**

**THE PACKAGE SHALL BE DELIVERED TO AND RECEIVED AT :  
NCDOT, DIVISION OF HIGHWAYS, 1584 YANCEYVILLE STREET, GREENSBORO, N.C.  
ON OR BEFORE 11:00 A.M., FEBRUARY 2, 2012.**

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

BID PACKAGE ENCLOSED  
Attn: John B. Hunsinger  
Division of Highways  
PO Box 14996  
Greensboro, NC 27415-4996

## **PROJECT SPECIAL PROVISIONS**

### **GENERAL**

This contract is for Tree Service, as needed, at various sites on state maintained roads throughout Rockingham County.

All materials and workmanship shall be in accordance with, the Project Special Provisions, Division Standard Provisions, most current Standard Special Provisions, and Provisions contained in the applicable Sections of the North Carolina Department of Transportation's *Standard Specifications for Roads and Structures* dated January 2012.

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

### **CONTRACT TIME**

**The date of availability for this project is March 1, 2012.**

**The completion date for this project is February 28, 2013.**

**The contract shall commence on March 1, 2012 and shall be effective for one (1) calendar year. At the option of the NC Department of Transportation and upon agreement by the contractor, this contract may be extended for up to two (2) additional one (1) year extensions with a 3% increase in unit prices each year. All other terms and conditions will remain the same as stated herein. The amount invoiced shall not exceed \$500,000.00 per year.**

### **BASIS OF AWARD**

Div. 7

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

The quantities shown on the Bid Proposal Form are for determination of low bid only and do not reflect total quantities for the contract.

Unit prices should reflect actual costs; unbalanced bids may be rejected per the North Carolina Department of Transportation's 2012 *Standard Specifications for Roads and Structures*, Article 102-14.

## **WORK RESTRICTIONS AND LIQUIDATED DAMAGES**

Div. 7

Upon notification by the Engineer, the Contractor shall begin work within 72 hours for "Tree Service" or within 2 hours for "Emergency Tree Service." Notification may be made by telephone call, email or fax and any of these methods shall be considered sufficient.

Liquidated damages for this contract are **One Hundred Dollars (\$100.00)** per calendar day if the contractor has not started "tree service" work 72 hours after receiving notification. Liquidated Damages for "Emergency Tree Service" are **One Hundred Dollars (\$100.00)** per hour or portion thereof for every hour after two hours that the contractor has not started work after receiving notification.

## **PROSECUTION OF WORK**

Div. 7

The provisions of Section 108 shall apply with the following additions:

Upon notification by the Engineer, the Contractor shall begin work within 72 hours for "Tree Service" or within 2 hours for "Emergency Tree Service."

The Contractor will be required to prosecute the work of **each notification** in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the work of the notification. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **One Hundred Dollars (\$100.00)** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

## **TREE SERVICE**

District 3, Div. 7

"Tree Service" shall consist of the pruning or removing of trees from highway rights of way along state maintained roads in Rockingham County. The Contractor shall use sound, established arboricultural principles. The Engineer or his representative will identify all trees to be pruned or removed.

The contractor shall provide qualified operators with chainsaws. The operators must be skilled in the operation of the chainsaw and must follow OSHA guidelines. Operators shall wear vision and hearing protection, chaps and clothing to provide sufficient protection from flying wood chips etc. Operators shall wear an approved Class III orange safety vest,

unless otherwise approved by the Engineer. Operators shall wear work shoes, shirts with sleeves and long pants while working within the State highway right of way.

Chainsaws shall be commercial grade, gasoline powered units with all original equipment safety devices in place. The Engineer may reject any equipment that is not operating in a satisfactory manner.

The contractor shall be required to supplement power tools with hand tools when needed to successfully complete the required Tree Service. Hand tools will be considered incidental in nature and no additional compensation shall be paid.

Vehicle and chipper operators shall possess the appropriate licenses and skills for the equipment used. Equipment shall be in good working order and all safety devices shall be in place. Workers shall wear vision and hearing protection, and shall not wear any loose clothing or jewelry.

Removal and disposal of all trimmings, lops, brush, or debris produced by the above operation shall be the responsibility of the Contractor, unless otherwise directed by the Engineer. When chipping is used to dispose of trimmings, the Engineer may approve the spreading of chips along certain sections of highway rights of way.

Chips shall be placed so as not to interfere with drainage structures, sight distances, or turf growth.

All other debris shall be removed from highway right of way before payment is made. No burning or burying of debris will be allowed on highway rights of way.

All work to be performed shall begin within three days (72 hours) of notification and shall be completed in a timely manner. Certain emergency situations may require work to be done immediately or within 24 hours of notification.

The Contractor shall keep a daily diary, available to the Engineer, listing the dates, hours, descriptions, and locations of all work performed.

Upon request of the Engineer, the contractor shall provide the following equipment and labor to perform tree service:

**CREW OPTION NO. 1**

- 1 Climber
- 1 Ground Laborer
- 1 Tow Vehicle with minimum 6 Cubic Yard Capacity
- 1 Chipper with minimum 18" Diameter Capacity

**CREW OPTION NO. 2**

- 1 Operator
- 2 Ground Laborers
- 1 Bucket Truck with minimum 15 feet vertical reach of the lift apparatus
- 1 Chipper with minimum 18" Diameter Capacity

**STUMP GRINDING**

District 3, Div. 7

Stump Grinding may be required at certain locations as directed by the Engineer. Stumps shall be ground to a depth of six (6) inches below the elevation of the surrounding area in accordance with accepted industry practices. "Stump Grinding" will be measured across the largest diameter of stump surface area, one (1) inch above ground level and shall be approved by the Engineer **prior** to performing grinding work. Removal of debris shall be the responsibility of the Contractor, unless otherwise directed by the Engineer.

**Emergency Tree Service**

District 3, Div. 7

The Contractor will be notified when the tree service is considered "Emergency Tree Service". Upon such notification, the Contractor shall have two (2) hours to begin work.

Liquidated damages for emergency tree service will be One Hundred Dollars (\$100.00) per hour or portion thereof that the Contractor has not begun work after the allotted 2 hours.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

District 3, Div. 7

Payment will be made for actual work hours at the site. **Travel time to the first work site and from the last work site will not be paid. Travel time between work sites within the same working day will be paid.**

Payment for Tree Service as performed above will be at the Contract Unit Price for:

<b>Item</b>	<b>Unit</b>
Tree Service-Crew Option No. 1.....	HR
Tree Service-Crew Option No. 2.....	HR
Emergency Tree Service –Option No. 1.....	HR
Emergency Tree Service –Option No. 2.....	HR
Stump Grinding.....	IN

**EROSION, SILTATION AND POLLUTION CONTROL**

Div. 7

The provisions of Division 16 shall apply with the following exception:

No direct payment will be made for this work, as the cost of this work shall be included in the various items in the contract.

## **TRAFFIC CONTROL**

Div. 7

The Contractor shall not impede traffic on the highways while performing this work. The Engineer or his representative will determine if traffic control signing is required. The Contractor shall furnish, erect, and maintain traffic control signing as directed by the Engineer. "Shoulder Work Ahead" signs will be the only signs the Contractor will supply.

The North Carolina Department of Transportation will furnish, install and maintain traffic control for all lane closures.

No direct payment will be made for traffic control signing as it is considered incidental to the various other pay items.

## **PROJECT STANDARD PROVISIONS**

### **LIABILITY INSURANCE**

(11-29-11)

Div. 7

The Contractor shall have 14 calendar days from the date of the notification letter to provide proof of Liability Insurance. Failure to provide proof of Liability Insurance within the allotted 14 days may be cause to consider the Contractor non-responsive. The contract may then be awarded to the next lowest bidder.

### **COOPERATION WITH STATE FORCES**

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

### **LITTERING AND SITE CLEANUP**

(Div.)

Littering will not be tolerated in any form or fashion. The contractor shall clean the site of all debris, including cigarette butts, at the end of each workday. The Contractor shall be responsible for disposing of all waste materials in accordance with the *2012 Standard Specifications*.

### **OUTSOURCING OUTSIDE THE USA**

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

SP1 G150

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

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

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

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

SP1 G152

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

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

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

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

- (h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the

right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the North Carolina Department of Transportation *2012 Standard Specifications for Roads and Structures*.

### **ERRATA**

(1-17-12)

Z-4

Revise the *2012 Standard Specifications* on all projects as follows:

#### **Division 2**

**Page 2-7, line 31, Article 215-2 Construction Methods**, replace "Article 107-26" with "Article 107-25".

**Page 2-17, Article 226-3, Measurement and Payment, line 2**, delete "pipe culverts,".

#### **Division 6**

**Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments**, replace "30" with "45".

**Page 6-10, line 42, Subarticle 609-6(C)(2)**, replace "Subarticle 609-6(E)" with "Subarticle 609-6(D)".

**Page 6-11, Table 609-1 Control Limits**, replace "Max. Spec. Limit" for the Target Source of  $P_{0.075}/P_{be}$  Ratio with "1.0".

#### **Division 10**

**Page 10-74, Table 1056-1 Geotextile Requirements**, replace "50%" for the UV Stability (Retained Strength) of Type 5 geotextiles with "70%".

#### **Division 12**

**Page 12-8, Table 1205-4 and 1205-5**, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

#### **Division 17**

**Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center**, delete this subarticle.

### **PLANT AND PEST QUARANTINES**

**(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03)

Z-04a

#### **Within quarantined area**

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

regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

**Originating in a quarantined county**

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

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

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

**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

### **COMPENSATION**

All work or items necessary to complete this work, other than those listed on the Bid Form, will be considered incidental in nature and no further compensation will be made. Payments for work on this project will be approved for the amount of work successfully completed.

All invoices and DBE-IS forms shall be **original** and shall be submitted to:

Attn: J. R. Julian  
NCDOT  
PO Box 2513  
Reidsville, 27323-2513

**Payment will not be made until original invoices are received. Invoices should be received by the Department within 30 days of the completion of the work for each notification**

**Original** statements of all subcontractor payments **written in ink** shall be included with invoices. These statements are to be submitted on the Subcontractor Payment Information Form (DBE-IS) which can be downloaded from: <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

The Contractor shall list the line items that have been subcontracted.

**Subcontractors shall be listed exactly as listed on the Directory of Transportation Firms found at:**

<https://partner.ncdot.gov/VendorDirectory/search.html?s=fn&a=new>

Payment will be made after approval of each invoice.

**North Carolina Department of Transportation  
CONTRACT BID FORM**

WBS Elements: 7.107911, etc.  
 Counties: Rockingham  
 Description: Tree Service

ITEM	SECT.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
10	SP	Tree Service-Crew Option No. 1	400	HR		
20	SP	Tree Service-Crew Option No. 2	400	HR		
30	SP	Emergency Tree Service-Option No. 1	200	HR		
40	SP	Emergency Tree Service-Option No. 2	200	HR		
50	SP	Stump Grinding	200	IN		
<b>TOTAL AMOUNT BID</b>						

FOR BID TO BE CONSIDERED RESPONSIVE, ANY ADDENDA ISSUED MUST BE ACKNOWLEDGED  
 PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA BY WRITING IN ADDENDUM NUMBER AND DATING BELOW.

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

**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 2012.

Reviewed by \_\_\_\_\_ (date) \_\_\_\_\_

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

**CORPORATION**

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

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying 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 CONTRACTOR**

\_\_\_\_\_ Full name of Corporation

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

Attest \_\_\_\_\_  
Secretary/Assistant Secretary  
Select appropriate title

By \_\_\_\_\_  
President/Vice President/Assistant Vice President  
Select appropriate title

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

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

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

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

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

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

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

**PARTNERSHIP**

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

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying 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 CONTRACTOR**

\_\_\_\_\_ Full Name of Partnership

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

\_\_\_\_\_ By \_\_\_\_\_  
Signature of Witness Signature of Partner

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

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

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

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

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

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



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

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

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

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying 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 CONTRACTOR**

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

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

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

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

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal* and

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

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

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal* and

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

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

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**  
Affidavit must be notarized for Line (2)  
Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public  
of \_\_\_\_\_ County

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

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

**NOTARY SEAL**  
Affidavit must be notarized for Line (3)  
Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public  
of \_\_\_\_\_ County

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

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

**NOTARY SEAL**  
Affidavit must be notarized for Line (4)  
Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_

Signature of Notary Public  
of \_\_\_\_\_ County

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

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

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying 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 CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Individual name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

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

\_\_\_\_\_  
Signature of Witness  
\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Contractor, Individually  
\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

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

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying 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 CONTRACTOR**

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

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

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

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

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

## DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed 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.

**WBS Elements: 7.107911, etc.**  
**Counties: Rockingham**  
**Description: Tree Service**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

---

Division Engineer

---

Date