

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION SEVEN

CONTRACT PROPOSAL

SMALL BUSINESS ENTERPRISE

WBS ELEMENT: 7.107911, ETC.
COUNTY: ROCKINGHAM

DESCRIPTION: LITTER/DEBRIS REMOVAL AND RECYCLING ON PRIMARY AND SECONDARY ROADS IN ROCKINGHAM COUNTY

BID OPENING: 11:00 A.M. FEBRUARY 16, 2012

AVAILABILITY DATE: MARCH 1, 2012

COMPLETION DATE: FEBRUARY 28, 2013

THIS PROJECT WILL NOT REQUIRE A CONTRACTOR'S LICENSE

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

US Postal Service:
Mr. J. M. Mills, Division Engineer
North Carolina Division of Highways
Attn.: J.B. Hunsinger
P. O. Box 14996
Greensboro, NC 27415-4996

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

BID BOND NOT REQUIRED

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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

All bids shall be prepared and submitted in accordance with Articles 102-8, 102-9, 102-13, 102-14 and 102-15 of the *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 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: LITTER/DEBRIS REMOVAL AND RECYCLING ON PRIMARY AND SECONDARY ROADS IN ROCKINGHAM COUNTY.**

BIDDER'S NAME

To Be Opened at 11:00 A.M., February 16, 2012.

ATTN: MR. J.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 16, 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

GENERAL

This contract is for litter/debris removal and recycling on primary and secondary roads in Rockingham County. The contractor is to provide all equipment, labor and material. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the *North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012*, the *North Carolina Department of Transportation Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*.

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

CONTRACT TIME AND LIQUIDATED DAMAGES

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

RG G10

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

The completion date for this contract is February 28, 2013.

The contract shall commence on the 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 three percent (3%) increase in prices each year. The total cost of the contract shall not exceed Five Hundred Thousand Dollars (500,000.00) per year.

The Contractor shall begin work within seven (7) days of notification by the Engineer. Notification may be made by telephone, email or fax and either will be sufficient. The Liquidated Damages for not complying with this contract time is Five Hundred Dollars (\$500.00) per calendar day.

The Contractor shall remove all bags and piles of refuse by the end of each work day unless approved by the project manager or his/her representative. Liquidated Damages for failure to comply with litter removal are Two Hundred and Fifty Dollars (\$250.00) per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

(2-20-07)

RG 14 A

The Contractor shall not be allowed to narrow or close a lane of traffic or close a shoulder at any time.

The liquidated damages for closing or narrowing a lane of traffic or closing a shoulder are **One Thousand Dollars (\$1,000.00)** per hour or portion thereof.

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.

PROSECUTION OF WORK

Div. 7

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

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the work of each 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.

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract in accordance with Section 108 of the *Standard Specifications*.

NO MAJOR CONTRACT ITEMS

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

SP1 G31

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

NO SPECIALTY ITEMS

(7-1-95)

SP1 G34

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

UTILITY CONFLICTS

Div. 7

Special care shall be used in working around or near existing utilities. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. **Existing fire hydrants shall be kept accessible to fire departments at all times.**

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

SUPERVISION BY CONTRACTOR

Div. 7

The Contractor's competent individual, as defined in Article 105-6, shall have the ability to communicate with the Department either by telephone or radio as approved by the Department.

PROJECT SPECIAL PROVISIONS – DEBRIS/LITTER REMOVAL AND RECYCLING

MOBILIZATION

Div. 7

The contractor shall mobilize within the specified time frame. Mobilization shall be considered incidental to the contract unit bid price of all bid items.

LITTER/DEBRIS REMOVAL AND RECYCLING

Div. 7

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

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

The Contractor shall provide adequate personnel and materials (litterbags) to remove litter and debris on all areas of the right-of-way including mowed areas as well as non-mowed areas.

The Contractor's personnel shall pickup and dispose of any litter or debris, not eligible for recycling, in an approved landfill. Litter or debris may consist of any item not considered normal to the right-of-way.

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

there are concrete barrier walls. Vehicles parked on shoulders shall be a minimum of 40 feet off of the edge of the travelway.

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

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

Inspection

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

Removal and Disposal of Debris

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of materials, not to be recycled, shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division.

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

Method of Measurement

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

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

Basis of Payment

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

Payment at the contract unit price will be full compensation for all work, including but not limited to supervision, labor and materials, transportation, fuels, lubricants, repair parts,

equipment, machinery, tools, and dumping fees necessary for the prosecution and completion of the work.

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

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

HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL

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

CONTRACT QUANTITIES

The contract quantities are estimated quantities established for bid purposes only.

EROSION CONTROL

Div. 7

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation.

PROJECT SPECIAL PROVISIONS – TRAFFIC CONTROL

WORK ZONE TRAFFIC CONTROL

(1-1-2012)

Div. 7

Description

Install and maintain traffic control in accordance with Divisions 11 and 12 of the *Standard Specifications*, the *Roadway Standard Drawings* and the following provisions:

The Contractor shall be responsible for all signs, personnel and equipment required for traffic control on each type of roadway. Department personnel will approve traffic control prior to beginning work.

The Contractor will be required to provide the following items including but not limited to "Shoulder Work Ahead" signs (See Roadway Standard Drawing 1101.04), vehicles with flashing light bar or strobes lights (see Roadway Standard Drawing 1165.01), and any other equipment required. All traffic control equipment shall meet criteria established by the latest edition of the MUTCD and Section 1089 of the 2012 *Standard Specifications* and the 2012 *Roadway Standard Drawings*.

Measurement and Payment

No direct payment will be made for the work zone traffic control items as the cost of same will be considered incidental to the work being paid for under the various contract items.

PROJECT STANDARD PROVISIONS

LIABILITY INSURANCE

(11-18-11)

Div. 7

The Contractor shall have 14 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 will be cause to consider the Contractor non-responsive. The contract may then be awarded to the next lowest bidder.

COOPERATION WITH STATE FORCES

1-22-2009

DDC-7.

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

OUTSOURCING OUTSIDE THE USA

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

RG150

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)

RG 152

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 2012 *Standard Specifications*.

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)

2-5

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, intermediate labor and unskilled labor employed 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 shall be **original** and shall be submitted to:

Attn.: Jeremy DeLapp
NC Dept. of Transportation
191 NC 65
Reidsville, NC 27320

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>

Payments will not be processed until original invoices and original DBE-IS forms are received by the Department. Faxed invoices will not be processed.

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

<https://apps.dot.state.nc.us/vendor/directory/default.aspx> - 0

Payment will be made after approval of each invoice.

North Carolina Department of Transportation
CONTRACT BID FORM

WBS ELEMENT: 7.107911, ETC.
COUNTY: ROCKINGHAM
DESCRIPTION: LITTER/DEBRIS REMOVAL AND RECYCLING ON PRIMARY AND SECONDARY ROADS IN ROCKINGHAM COUNTY

ITEM NO.	SECT.	DESCRIPTION	QNTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Litter/Debris Removal and Recycling on Interstates and Primary Routes	3,500	SMI		
2	SP	Litter/Debris Removal and Recycling on Secondary Roads	2,200	SMI		
TOTAL AMOUNT BID						

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: _____

Company submitting bid: _____

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* dated 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 _____ By _____
Secretary/Assistant Secretary President/Vice President/Assistant Vice President
Select appropriate title *Select appropriate title*

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

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**

LIMITED LIABILITY COMPANY

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 Firm	

Address as Prequalified	
_____	Signature of Manager _____
Signature of Witness	Individually
_____	_____
Print or type Signer's name	Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

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

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

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ 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 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 ELEMENT: 7.107911, ETC.
COUNTY: ROCKINGHAM
**DESCRIPTION: LITTER/DEBRIS REMOVAL AND RECYCLING ON
PRIMARY AND SECONDARY ROADS IN ROCKINGHAM
COUNTY**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Division Engineer

Date