



REQUEST FOR PROPOSALS (RFP)

(29 Del.C. §6982 (b))

Agreement No. 1639 SPONSOR-A-HIGHWAY PROGRAM

PROJECT DESCRIPTION

The Delaware Department of Transportation “hereinafter referred to as the Department” is seeking a responsible MAINTENANCE PROVIDER to provide litter removal services for limited access highways in Delaware through the “Sponsor-A-Highway” Program. The selected MAINTENANCE PROVIDER shall furnish all necessary personnel, supplies, equipment, and services to accomplish the highway beautification and ensure that all personnel conform to the requirements of the most current Manual on Uniform Traffic Control Devices (MUTCD) issued by the Department.

The selected MAINTENANCE PROVIDER must have a minimum of one (1) year roadway maintenance and administrative experience related to litter collection, removal and disposal, and should have experience with other Sponsor-A-Highway or Adopt-A-Highway programs. The MAINTENANCE PROVIDER must have administrative experience that shall include the ability to maintain accurate and complete documentation relating to work performed. The selected MAINTENANCE PROVIDER must have experience in obtaining Sponsors for "Sponsor-A-Highway" or related programs.

The MAINTENANCE PROVIDER shall be responsible for recruiting businesses or volunteer groups to sponsor sections of highways. Each Sponsor will be acknowledged by a sign with a recognition panel that will be placed. The MAINTENANCE PROVIDER shall be responsible for all sign fabrication, installation, and marketing for sponsorships, however, the Department will have final approval on all sign installations and design. All costs for these activities shall be the responsibility of the MAINTENANCE PROVIDER and at no cost to the Department.

Upon award, the contract will be for a three (3) year term, with an option for one (1) two-year extension, which will be based upon a review of the MAINTENANCE PROVIDER’S performance and the satisfaction of the Department for services rendered. Miscellaneous provisions that will be included in the agreement language for this project are shown as ATTACHMENT A located at the end of this document.

MAINTENANCE PROVIDER SERVICES REQUIRED

The major program requirements may include, but are not limited to, the following:

- Management, administration and performance of litter and debris removal on the following access highways as authorized in a written permit issued by the Delaware Department of Transportation:

I-95

I-495

I-295 (from I-95 to U.S. 13 interchange)

SR-1 (from I-95 to milepost #57 near Route 9 interchange in Dover)

A sample permit is being attached as ATTACHMENT B of this document.

- The frequency of litter removal shall be at a rate of no less than twenty-six (26) times per year on I-95 and I-495; twelve (12) times per year on I-295; eighteen (18) times per year on SR-1. Litter removal services on SR-1 shall be bi-weekly during the months of April 1 through September 30th, and then monthly from October 1 through March 31.
- Marketing of Sponsor-A-Highway Programs to locate Sponsors, thus ensuring maximum participation in the Program.
- Installation of DeIDOT approved Acknowledgement Signs (ATTACHMENT C) containing the required sign face detail.
- Submit monthly reports to the Department detailing the “Maintenance Schedule” and “Work Completed Report”.
- Manage all administrative tasks for the program, including but not limited to, tracking, monitoring, and documenting all Sponsors and roadway sections and monitoring and documentation for sign locations/installations.
- Maintain sign location inventory.
- Perform all litter removal services on highways in a safe manner consistent with the laws of the State of Delaware, the Department’s MUTCD, and the safety requirements of the Department.
- Maintain written records of the following information with respect to each sponsored roadway segment served:
 - (1) Name of the Sponsor
 - (2) Description and length of each sponsored roadway segment
 - (3) Frequency of litter removal services provided
 - (4) Location of Acknowledgment Sign (with respect to nearest roadway mile point marker and intersecting road).
 - (5) Bi-weekly safety training meeting, with supervisory staff and litter removal crew in attendance.
- Supply all labor, equipment, supplies, and other resources as necessary to perform the work.
- Ensure that personnel are trained and equipped with personal safety equipment, such as safety vests, thick soled shoes, and gloves necessary for the safe performance of litter removal services.
- Furnish all equipment, safety vests, litter bags, traffic control devices, and any other materials or supplies needed to perform litter removal operations.

- Ensure that litter removal crews are only on the roadway during the hours and days as approved in writing by DELDOT, and expressed in the permit issued by DELDOT to the MAINTENANCE PROVIDER.
- Pick up litter, and place all litter in bags. Remove and dispose of all bags in accordance with Delaware State laws and regulations.
- Install signs in compliance with the most current DEMUTCD and NCHRP350 / MASH guidelines.

PARTICIPATION FEES & COMPENSATION

- The fee that the MAINTENANCE PROVIDER receives from businesses or volunteer groups sponsoring the program shall constitute the sole compensation for performing highway beautification services.

ADMINISTRATIVE GUIDLEINES

- All sponsorship agreements or contracts are exclusively between the MAINTENANCE PROVIDER and the Sponsor. The Department is not a party to any agreement or contract between the MAINTENANCE PROVIDER and the Sponsor. Neither the MAINTENANCE PROVIDER nor the Sponsor is an agent for the Department. Both the MAINTENANCE PROVIDER and the Sponsor are expected to be fully familiar with the provisions of the applicable segment permit.
- All sponsors shall be in full compliance with the minimum state criteria for their type of business prior to acceptance into the program and shall remain in full compliance with the criteria, rules and regulations of the program at all times while they are participants. If a business is not in full compliance with the criteria at the time they are being reviewed for potential sponsorship but indicates a willingness to make appropriate changes to their operation in order to qualify, the application shall be held in reserve for a period not to exceed 30 days while the business accomplishes such changes.

SUBMISSION REQUIREMENTS

1. **Submitted proposals** must be received by: **2:00 P.M. Local Time, Tuesday, April 9, 2013.**

Facsimile responses to this Request for Proposals are not acceptable. No response hand-delivered or otherwise will be accepted after the above date and time. Proposals arriving after the deadline will be rejected regardless of the reason for late arrival. DelDOT's time is considered the official time for determining the cut-off for accepting submitted proposal submissions. Firms wishing to be considered for work on this project must submit statements expressing interest as set forth herein. Any variation, including additions, is considered a basis for rejection. Submitted proposals are to be mailed or delivered to:

Wendy B. Henry, Consultant Control Coordinator
 Contract Administration
 Delaware Department of Transportation
 800 Bay Road, Dover, DE 19901

2. **Specific Type Firm Solicited:**
There is no pre-registration requirement in order to submit a response on this project. The selected MAINTENANCE PROVIDER(s) may be required to register upon selection.
3. **Interested MAINTENANCE PROVIDERS shall submit one (1) original and three (3) copies** of a response to this Request for Proposals. Receipt of insufficient copies of the response and non-compliance with providing the requested information in the desired format may result in elimination from the overall shortlist and selection process.
4. **In order to comply with the State of Delaware’s Freedom of Information Act**, firms responding to this Request for Proposals should prepare one (1) copy of their response with any proprietary or confidential information redacted. This copy should be clearly marked as “Redacted Copy” and submitted along with the other copies. Firms should review Delaware’s Freedom of Information Regulations, section 6, Requests for Confidentiality, on the DelDOT Website www.DelDOT.gov and Section 10002(g) “Public record” of the Delaware Code, <http://delcode.delaware.gov/title29/c100/index.shtml> to determine what information may be considered proprietary or confidential and may be redacted from their response.
5. **Joint venture** submissions will not be considered.
6. **DelDOT reserves the right to reject** any and all responses to this RFP. All submissions become property of the Delaware Department of Transportation and shall be retained for a period not to exceed 30 days from the date of the approved shortlist. DelDOT reserves the right to any and all ideas included in this response without incurring any obligations to the responding firms or committing to procurement of the proposed services.

RATING CRITERIA

Major factors/criteria for the establishment of a reduced candidate/shortlist and selection are listed below with the weight assigned by percent for each element to be evaluated in the submitted proposals:

CATEGORY	Weight Assigned
Key Staff/Project Team qualifications	15%
Firm resources/capability to accomplish proposed work on schedule (to include subconsultants, if applicable)	15%
Understanding of Delaware Roadways/Approach/Ability to provide services required	10%
Firm’s prior experience in providing litter collection services and administrative experience related to litter collection, and experience with other Sponsor-A-Highway or Adopt-A-Highway programs	50%
Completeness of submissions to include clarity, readability, and presentation of material	10%

NOTE: Selection Committee membership appointments are confidential.

QUESTIONS

Questions regarding this RFP should be submitted via email. Questions received and the Department's response will be provided on the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>

CONTACTS

Questions concerning submissions and procedures may be obtained from: Wendy B. Henry, Consultant Control Coordinator, Telephone: (302) 760-2531. E-mail address: wendy.henry@state.de.us

OVERVIEW OF SELECTION PROCESS

In accordance with the Department's procurement procedure 3.3.2.4, the Selection committee shall base its selection on the above listed Criteria utilizing only the submitted responses to the Request for Proposals. The Department retains the right to contact submitting firms to clarify responses if needed. Selection Committee membership appointments are confidential. The Department's Professional Services Procurement Manual may be viewed [here](#).

GENERAL CONTRACT TERMS AND CONDITIONS

The selected MAINTENANCE PROVIDER will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. MAINTENANCE PROVIDERS will be required to sign the contract for all services, and may be required to sign additional agreements.

The selected MAINTENANCE PROVIDER will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected MAINTENANCE PROVIDER's response will be incorporated as part of any formal contract.

If the MAINTENANCE PROVIDER to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another MAINTENANCE PROVIDER. Such MAINTENANCE PROVIDER shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

In performance of the contract, the MAINTENANCE PROVIDER will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful MAINTENANCE PROVIDER. The MAINTENANCE PROVIDER shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2502.

Prior to receiving an award, the successful MAINTENANCE PROVIDER shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject MAINTENANCE PROVIDER to applicable fines and/or interest penalties.

INDEMNIFICATION

By submitting a proposal, the proposing MAINTENANCE PROVIDER agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney’s fees, arising out of the MAINTENANCE PROVIDER’s its agents and employees’ performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the State, its employees or agents.

INSURANCE

The MAINTENANCE PROVIDER recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the MAINTENANCE PROVIDER’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the MAINTENANCE PROVIDER in their negligent performance under this contract.

The MAINTENANCE PROVIDER shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The MAINTENANCE PROVIDER is an independent MAINTENANCE PROVIDER and is not an employee of the State of Delaware.

During the term of this contract, the MAINTENANCE PROVIDER shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability	\$1,000,000/\$3,000,000

The successful MAINTENANCE PROVIDER shall, in addition to the above coverage’s, secure at its own expense the following coverage:

c.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
d.	Automotive Property Damage (to others)	\$ 25,000

The **MAINTENANCE PROVIDER** shall provide a certificate of insurance as proof that the **MAINTENANCE PROVIDER has the required insurance**. The insurance agency shall provide the Department with 30 days notice in the event the policy is canceled or not renewed.

PROPOSAL REQUIREMENTS

The letter portion of the submitted proposal shall indicate the firms desire to perform services and indicate the specific tasks or areas of expertise, which will be subcontracted, and to whom. Interested firms must submit the material required herein or they will not be considered for the project.

1. **Please submit the firm's mailing address, phone number, and an e-mail address for the firm's point of contact person on page 1 of the Letter of Interest.** Future contacts by DelDOT will be done via e-mail, whenever possible.
2. The Proposal submission should be tabbed and collated in the following order:

A. Table of Contents

Table of Contents (1 per set) - Limited to One (1) page on 1 sheet of paper

B. Letter of Interest

Letter of Interest (1 per set) - Limited to four (4) pages on two (2) sheets of paper

Indicate the following:

- (1) An understanding of the anticipated assignments, services required, and approach to providing the services required
- (2) Identify who the proposed project manager will be and what office location they will be working from.
- (3) The location, size, and description of the firm
- (4) Availability of personnel for immediate placement
- (5) Sub-consultant usage if anticipated. Indicate the percentage of work estimated to be performed by the sub vs. the prime. Also, indicate if the prime consultant has previously worked with the proposed sub and give a brief example of the previous relationship(s).
- (6) Experience with similar projects and services.

C. Company Information

Submit the following information titled "Company Information" to include:

- (1) Name of entity and address.
- (2) Brief History of the company
- (3) Resumes for key persons (single sided sheets of paper for resumes – 1 resume on each sheet). Indicate if the individual is a full-time member of

your firm, part-time, on-call, etc. Indicate where key personnel are currently assigned & the length of the assignment. Clearly identify who will be the Project Manager.

- (4) List projects that your firm has participated in within the last 3 years that are similar to the requirements of this Request for Proposal. Include project name & location, nature of responsibility, contracting agency & address on one-single sided sheet of paper maximum for each project.
- (5) Additional information you would like to submit is limited to 1-single sided sheet of paper.

D. References

Provide a list of References who have personal knowledge of the prime consultant's and the sub-consultant's previous performance. Provide three (3) client references each for both the prime and the sub-consultant(s). The references must include **verified** addresses and telephone numbers, contact persons, and a brief description of services that have been provided similar to those described by DelDOT for this project.

- (1) References shall be shown on separate sheets (limited to one (1) single-sided sheet; one sheet for the prime and one sheet for each sub proposed). These shall not be included in the four page Letter of Interest.

The Department is not liable for any cost incurred by the consultant in the preparation or presentation of the Statement of Qualifications.

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subconsultants currently debarred or suspended is ineligible to participate as a candidate for this process. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

The Department of Transportation will affirmatively insure individuals and businesses will not be discriminated against on the grounds of race, creed, color, sex, or national origin in consideration for an award. Minority business enterprises will be afforded full opportunity to submit bids/proposals in response to this invitation

Department of Transportation

State of Delaware

By: Shailen P. Bhatt

Secretary

Dover, DE

March 20, 2013

DEFINITIONS:

The MAINTENANCE PROVIDER is the company providing litter removal services for DelDOT at no cost to the Department.

The Delaware Department of Transportation hereafter referred to as DelDOT or the DEPARTMENT, will allow access to highway rights-of-way for the MAINTENANCE PROVIDER to provide the litter removal services.

The AGREEMENT is the fully executed document that will describe the responsibilities of DelDOT and the MAINTENANCE PROVIDER after final selection.

The PROGRAM refers to the "Sponsor-A-Highway" program for the State of Delaware.

MISCELLANEOUS PROVISIONS

1. **DELDOT** reserves the right to add or delete segments, roadways and areas of the State at its discretion in the best interest of the State and the **PROGRAM**. **DELDOT** will notify the **MAINTENANCE PROVIDER** in writing as these changes are made.
2. The **MAINTENANCE PROVIDER** is responsible for removing all litter within the entire length of each sponsored highway segment. Litter shall be removed within the entire limits of State right-of-way, in all areas outside of the paved roadway surface. No litter collection shall be performed inside culverts, on bridges, or in medians. In locations where a fence line marks the boundary of State right-of-way, remove all litter to the fence line. Litter that has blown onto the fencing must be removed.
3. It is expressly understood that the **MAINTENANCE PROVIDER** is an independent contractor, and is subject to all statutes and laws, relating to independent contractors, and in no event will the **MAINTENANCE PROVIDER**, his agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of **DELDOT**.
4. The **MAINTENANCE PROVIDER** shall indemnify and hold **DELDOT** harmless from, and defend **DELDOT** against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.
5. The **MAINTENANCE PROVIDER** shall, before commencing work under the provisions of the **AGREEMENT**, furnish to **DELDOT** proof of worker's compensation insurance as required.
6. Acknowledgment signs and panels shall not be used as an advertising medium. They are only to identify and recognize the Sponsor responsible for the maintenance being performed.
7. The minimum distance between Acknowledgment Signs shall be one mile, except on SR-1, where the minimum distance between Acknowledgment Signs shall be two miles. **Segment length** shall be a distance of one mile, except on SR-1, where segment length shall be two miles. Each roadway segment shall be in one travel direction only. One acknowledgment sign may be placed for each roadway segment, if approved in the **DELDOT** permit. Site specific conditions may impact sign placement location for each segment. All sign placement and locations shall be approved in writing by **DELDOT** prior to placement, and such placement will take into consideration the **DeLDOT MUTCD**, motorist safety, and the pre-existence of other signs in the vicinity.

8. If an Acknowledgment Sign interferes with or impedes a construction work zone, **DELDOT** will send notice to the **MAINTENANCE PROVIDER** requesting its removal within 5 calendar days. **DELDOT** will expedite the permit process to allow that Acknowledgment Sign to be relocated to another available segment of road. The evaluation and determination of sign interference within a construction work zone will be the sole discretion of **DELDOT**.
9. **DELDOT** shall notify the **MAINTENANCE PROVIDER** of any deficiencies with regard to the work performed.
10. **DELDOT** has the option of requesting, at any time, a meeting with the **MAINTENANCE PROVIDER** to discuss and review PROGRAM status.
11. The **MAINTENANCE PROVIDER** has total responsibility for the accuracy and correctness of data prepared under the terms of the **AGREEMENT**, and shall check all such data accordingly for completeness, and consistency.
12. The **MAINTENANCE PROVIDER** shall appear as an expert witness on behalf of **DELDOT** in any subsequent court action which involves any of the services required by the **AGREEMENT**.
13. The successors, executors, administrators, and assigns of the **MAINTENANCE PROVIDER'S** interest in the **AGREEMENT** shall be bound to **DELDOT** to the full legal extent to which the **MAINTENANCE PROVIDER** is bound with respect to each of the terms of the **AGREEMENT**.
14. Any dispute arising under the **AGREEMENT** as to performance and the interpretation of satisfactory fulfillment of the terms of the **AGREEMENT** shall be decided by **DELDOT**. It is the intent of **DELDOT** to resolve disputes at the lowest possible level.
15. Nondiscrimination: The **MAINTENANCE PROVIDER**, with regard to the work performed by it during the **AGREEMENT**, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment, solicitations for subcontracts, including procurement of materials.
16. It is expressly understood that the duly authorized representatives of **DELDOT** shall have the right to inspect the work of the **MAINTENANCE PROVIDER** whenever such representatives may deem such inspection to be desirable or necessary, and further that said representatives shall have access to such records of the **MAINTENANCE PROVIDER** as pertain to the services being performed.
17. The **MAINTENANCE PROVIDER** shall not proceed with said work until a copy of this fully executed **AGREEMENT** is received by the **MAINTENANCE PROVIDER**, and a written "Notice to Proceed" is received from **DELDOT**.

18. The **MAINTENANCE PROVIDER** hereby agrees to fully exonerate, indemnify, defend and hold harmless the State of Delaware, any of its departments, divisions, agencies, officers or employees from and against all claims or actions, and all expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property due to any error, negligence, omission or act of the **MAINTENANCE PROVIDER** or any person employed by him, or any others for whose acts the **MAINTENANCE PROVIDER** is legally liable. The sums shall include, in the event of any action, the amount of the judgments, court costs, and expenses of litigation, expert witness fees and reasonable attorney's fees.
19. The **MAINTENANCE PROVIDER** warrants that all deliverables and work product under the **AGREEMENT** shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry.
20. The **AGREEMENT** and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Delaware. The parties consent to the jurisdiction of the Delaware district courts for enforcement of the **AGREEMENT**.
21. Neither party shall be deemed to be in violation of the **AGREEMENT** if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated promptly to perform in accordance with the terms of the **AGREEMENT** after the intervening cause ceases.
22. **Sponsors**
Businesses, corporations, and **DELDOT** approved volunteer groups may participate as sponsors in this program. However, recognition of alcohol, tobacco, or pornographic products is not permitted under any circumstances. This includes generic terms, such as "Cigarettes", "Beer", etc. Political candidates, elected officials, political action committees and political campaigns may not participate as Sponsors. Recognition of tourist related facilities may be acceptable, at the discretion of **DELDOT**.
23. **Safety**
The use of signs and other traffic safety devices shall be in accordance with the DelDOT MUTCD (Manual of Uniform Traffic Control Devices). Section 6 of the DelDOT MUTCD lists the requirements for traffic control devices in different "Typical Applications". See the following web link to view the DelDOT MUTCD:

http://DelDOT.gov/information/pubs_forms/manuals/de_mutcd/index.shtml

Travels lanes and shoulders shall not be closed without first receiving written e-mail approval from the **DELDOT** Program coordinator. The **MAINTENANCE PROVIDER** shall submit written requests for travel lane or shoulder closure at least five days in advance. **DELDOT** Traffic Management Center (TMC) must also be notified prior to lane closure.

MAINTENANCE PROVIDER'S field supervisors must receive a safety briefing from **DELDOT** program coordinator, or designated safety representative. The **MAINTENANCE PROVIDER'S** field supervisor shall then be responsible for safety training of all field employees, and maintaining documentation for all training. Safety training records are to be kept on file for review by **DELDOT** upon request.

All vehicles shall have flashing lights (beacons/strobe) mounted in accordance with **DeLDOT** MUTCD.

All personnel shall wear retroreflective safety vests at all times. All retroreflective safety vests must be minimum ANSI Class 2 / ISEA 107-2004.

The **MAINTENANCE PROVIDER** acknowledges and agrees that the Sponsor-a-Highway Program may involve hazardous work in maintaining the highways free of litter, and may involve the risk of serious injury, death and property damage. The **MAINTENANCE PROVIDER** acknowledges and agrees that the maintenance of highways in a litter free condition may occur in rough or treacherous areas next to high-speed vehicle traffic, and may involve contact with dangerous materials.

24. Reserving a Roadway Segment for Sponsorship

DELDOT will place a temporary hold on a roadway segment for 10 business days when the **MAINTENANCE PROVIDER** notifies **DELDOT** that they have an interested Sponsor for a segment. **DELDOT** will issue approvals on a "First Come, First Served" basis. No extensions on the original 10 business day temporary hold will be granted, and cancellations after 10 business days will be automatic.

The **MAINTENANCE PROVIDER** shall submit permit applications and proposed logos to the **DELDOT** Program Coordinator prior to sign installation. Once approved by **DELDOT**, a completed copy of the permit will be forwarded back to the **MAINTENANCE PROVIDER**.

All **DELDOT** permits for Sponsor-A-Highway Program are valid for **two years** from effective date of issuance, unless the **AGREEMENT** between **DELDOT** and **MAINTENANCE PROVIDER** expires prior to the conclusion of the two-year period. All permits for signs shall be terminated upon expiration of the **AGREEMENT** between **DELDOT** and **MAINTENANCE PROVIDER**, regardless of time remaining on the issued permit. Each expired permit for sponsorship of a specific roadway segment must be re-submitted to **DELDOT** for approval.

MAINTENANCE PROVIDER will establish waiting lists for segments already sponsored or on hold. The list will be in order of the date the **MAINTENANCE PROVIDER** received the requests.

25. Sponsorship of Roadway Segments

The **MAINTENANCE PROVIDER** must apply for a permit from **DELDOT** to place the Sponsor's Acknowledgment Sign, and to work within State Right-of-Way. The request for permit shall be submitted to **DELDOT** Program Coordinator. After issuance of the permit, the **MAINTENANCE PROVIDER** is granted access to perform work within the roadway segment for the duration of the valid permit.

If the **MAINTENANCE PROVIDER** does not initiate performance of the litter removal services within 30 days of Acknowledgment Sign installation, the permit will be automatically become void, and the **MAINTENANCE PROVIDER** shall remove the logo panel on installed Acknowledgment Sign within five (5) calendar days. The background sign without logo panel may remain in place if approved in writing by **DELDOT**, with no reference to Sponsor on the sign.

26. Mandatory Level of Service

Each roadway segment shall be maintained in accordance with the litter removal schedule listed in the **AGREEMENT**. The **MAINTENANCE PROVIDER** shall make every effort to evenly space the litter collection for each specific segment over the course of the year, and follow the specified litter removal schedule, ensuring that each segment is cleaned accordingly.

During the course of a month, the **MAINTENANCE PROVIDER** shall not schedule repeat cleanings of a specific roadway segment before all segments have been cleaned once, unless otherwise requested by **DELDOT**.

Justification for not achieving the minimum of cleanings per month for each roadway segment shall be submitted to **DELDOT** by the end of the first week of the following month, along with the course of action the **MAINTENANCE PROVIDER** intends to take to make-up the missed cleaning.

If at any time a roadway segment becomes heavily littered, **DELDOT** will notify the **MAINTENANCE PROVIDER** for action to be taken within the five calendar days. The **MAINTENANCE PROVIDER** may subcontract litter removal services, however, this request must be submitted in writing to **DELDOT** for approval. All requirements of the primary **AGREEMENT** between **DELDOT** and the **MAINTENANCE PROVIDER** shall be binding by written contract between the Prime **MAINTENANCE PROVIDER** and pre-approved subcontractors.

27. Disposal of Debris

DELDOT will require reporting of the number of bags picked up as the number of 30 gallon bags. If bags of another size are used, a conversion will be necessary.

All bags and debris must be removed from the highway right of way on the day it is collected and bagged. There will be no bags or debris left on any roadside area during an overnight period. If bags must be left within State right-of-way during the day (awaiting pickup), then the bags must be placed behind a traffic barrier or as far from the travel lanes as possible.

Field personnel should not attempt to remove materials which may be toxic or otherwise hazardous. Items to avoid include chemical drums or containers, medical waste, and dead animals. The **MAINTENANCE PROVIDER** shall notify **DELDOT'S** Program Coordinator immediately if any of these items are discovered on a highway segment.

All weapons, suspected drugs, and suspicious packages must be immediately reported to the Delaware State Police and **DELDOT**. **MAINTENANCE PROVIDER** field personnel must remain onsite until the State Police arrive on site. Do not touch the items.

28. Performance Measures for Litter Removal

DELDOT will use the following methods to evaluate the performance of the **MAINTENANCE PROVIDER**, and the effectiveness of the program. Using the Daily Litter Removal Report provided by the **MAINTENANCE PROVIDER**, **DELDOT** will randomly select segments that were cleaned within the previous 48 hours prior to inspection.

One driver and one passenger from **DELDOT** will travel the posted speed limit in the far right lane. The passenger will observe the segment for any litter within State right-of-way beyond the pavement edge.

More than 50 fist-sized pieces of litter in one mile is considered unacceptable. If a roadway segment fails, written notice will be sent to the **MAINTENANCE PROVIDER**, and the procedures for resolution of the problem shall be followed as outlined below in "Unacceptable Performance Follow-Up".

All segments inspected will have notes added to the database for "acceptable" or "unacceptable" findings to include the date of cleaning, date of inspection and any notes significant to the specific roadway segment. The notes are filed with individual segments for future reference.

29. Unacceptable Performance Follow-up

First observation that a segment has not been cleaned, or has not met established performance measures.

The **MAINTENANCE PROVIDER** will be notified by e-mail if the segment has not been cleaned, or has not met the established performance measures. Documentation of the deficiency will be noted in the database, including the date of cleaning, date of inspection, and reasons for the unsatisfactory findings.

Second observation that a segment has not been cleaned, or has not met established performance measures.

If **DEPARTMENT** inspection reveals that the same roadway segment has not been cleaned, or has not met established performance measures a second time within 60 days, **DELDOT** will notify the **MAINTENANCE PROVIDER** in writing immediately. Documentation of the deficiency will be noted in the database, including the date of cleaning, date of inspection, and reasons for the unsatisfactory findings.

Third observation that a segment has not been cleaned, or has not met established performance measures.

If **DEPARTMENT** inspection reveals that the same roadway segment has not been cleaned, or has not met established performance measures a third time within 120 day period from first observation, **DELDOT** will revoke the existing permit from the **MAINTENANCE PROVIDER**.

Documentation of the deficiency will be noted in the database, including the date of cleaning, date of inspection, and reasons for the unsatisfactory findings.

Chronic instances of a **MAINTENANCE PROVIDER** not cleaning as mandated in the **AGREEMENT** will result in the **MAINTENANCE PROVIDER** forfeiting their privilege to participate in the Sponsor-A-Highway Program in the State of Delaware. The **AGREEMENT** between **DELDOT** and the **MAINTENANCE PROVIDER** will be terminated.

30. **Sign Installation Requirements**

The sign fabrication and installation requirements are developed in cooperation with Federal Highway Administration (FHWA) guidelines, and the Delaware Manual for Uniform Traffic Control Devices (Delaware MUTCD). These requirements provide for the safe installation of the signs in locations that will not inhibit the visibility of other existing Regulatory, Warning and Guide signs installed and maintained by **DELDOT**.

The **MAINTENANCE PROVIDER** shall send notice to **DELDOT** Program Coordinator via email at least 48 hours prior to sign installations or Sponsor panel placements. Once a sign is installed, the **MAINTENANCE PROVIDER** will send notice via email, including the roadway segment location and installation date to **DELDOT**, so that **DELDOT** may inspect the newly installed signs within two weeks.

The **MAINTENANCE PROVIDER** will install the background panels in areas approved by **DELDOT**. Below are requirements to be followed when installing

Acknowledgment Signs in Delaware. If there are any questions about what materials to use, locations, or specifications, the **MAINTENANCE PROVIDER** or their sign fabricator must contact **DELDOT** Program Coordinator prior to a sign being installed.

The **MAINTENANCE PROVIDER** may be required to relocate signs after approval of the permit by **DELDOT**. This may be required in situations where a safety issue arises, or if a need for more critical warning sign installation is established by **DELDOT** after permit approval. Other unforeseen reasons may require the relocation of a sign already permitted, such as reconfiguration of roadway. If the need for sign relocation is requested by **DELDOT**, the **MAINTENANCE PROVIDER** shall relocate the sign to a new location approved by **DELDOT** within two weeks of written notification.

31. **Requirements for Acknowledgment Signs**

1. Comply with Section 2H.08 of DelDOT MUTCD (Acknowledgment Signs)
2. Adhere to specific installation requirements as stated in DelDOT MUTCD.
3. Maintain a minimum of 500 ft spacing between acknowledgement signs and all other existing Regulatory, Warning and Guide signs, unless **DELDOT** requires a greater distance or a smaller distance for site specific approval as stated on the Permit.
4. Signs shall not be installed within or near decision making areas (exit or entrance ramps, merge or weave areas, etc....). Conform with DelDOT MUTCD.
5. Comply with all State and Federal criteria for retro-reflectivity.
6. Comply with all Standard Specifications for material fabrication and sign installation as specified in the **DELDOT** Standard Specifications, Standard Construction Details, and DelDOT MUTCD. All of these documents are accessible on the **DELDOT** web site at http://DelDOT.gov/information/pubs_forms/ **DELDOT** specifications include the most recent revisions prior to signature of final **AGREEMENT**.
7. Prior to performing any excavation, the **MAINTENANCE PROVIDER** shall contact Miss Utility of Delmarva at 1(800) 282-8555.
8. The **MAINTENANCE PROVIDER** shall adhere to all applicable traffic control requirements as stated in Part 6 of the Delaware Manual on Uniform Traffic Control Devices (DelDOT MUTCD). See http://DelDOT.gov/information/pubs_forms/manuals/de_mutcd/index.shtml
Part 6 of DelDOT MUTCD describes all requirements for placement of traffic control devices for different "Typical Applications". The **MAINTENANCE PROVIDER** shall furnish and place all traffic control devices as applicable. All lane closures must be approved the **DELDOT** Program coordinator and **DELDOT** Traffic Section prior to work. All costs for furnishing and placing traffic control devices shall be the responsibility of the **MAINTENANCE PROVIDER**.
9. The proposed Sponsor Logo panels shall be approved by **DELDOT** prior to sign installation and contain the required sign face detail for all acknowledgment signs. (See **ATTACHMENT C**)
10. Fabricate, install and maintain all Acknowledgment Signs for sponsored segments of roadway in accordance with sign specifications listed in the **AGREEMENT**. All

- signs shall be maintained in a clean and graffiti free condition, and shall remain unobstructed at all times.
11. All Acknowledgment signs shall conform with the sign design layout (sign face detail). Fabricate Acknowledgment Signs that measure 60" x 48", with a removable Sponsor panel measuring 54"x16".
 12. If Federal (FHWA) requirements for sign design or Program implementation are revised after execution of the **AGREEMENT**, then the **MAINTENANCE PROVIDER** shall modify all signs and procedures as required to comply with the new FEDERAL requirements. All costs for these modifications shall be the responsibility of the **MAINTENANCE PROVIDER**.
 13. The Logo panel (54"x16") may include the name/logo of sponsor. All proposed logo artwork is subject to the review and approval of **DELDOT** prior to installation. The Sponsor's logo panel may not include name of city, address, telephone number, internet information, directions, or any other information prohibited by **DELDOT**, at the sole discretion of **DELDOT**. Product names shall not be displayed on the acknowledgment sign, except when the name is an established and integral part of the Sponsor's name.
 14. Aluminum gauge thickness of sign panels shall be 0.080 gauge (ASTM spec B-209)
 15. Two each posts shall support each Acknowledgment Sign panel. Each post shall be 4"x4" wood. The height of bottom of sign panel shall be 7 feet above grade. Breakaway design requirements shall be in accordance with NCHRP 350. Hardware for sign installation shall be stainless steel.
 16. The **MAINTENANCE PROVIDER** shall submit a proposed installation design drawing for Acknowledgment Signs to **DELDOT** for review and approval prior to commencement of work. The approved installation drawing shall be utilized for the duration of the **AGREEMENT**. The design drawing shall demonstrate compliance with NCHRP 350 and DelDOT MUTCD design criteria.
 17. Sign panel sheeting material and reflectivity shall be "Type IV", in accordance with ASTM D4956-11 (or most recent revision at time of award of Contract award).
 18. The text specifications for Acknowledgment Sign panels are shown on attached sign face detail (See Attachment C). The "B", "C" and "D" designations are defined in the FHWA publication entitled "Standard Highway Signs" (2004) manual. Use Highway Gothic Font.
 19. Sign installation shall be in accordance with Delaware MUTCD. See Figure 2.A-2 of DelDOT MUTCD for distance of sign structure from edge of paved surface.

32. Incorrect Installations for Acknowledgment Signs

If **DELDOT** finds that signs are not installed according to the specifications stated in the **AGREEMENT**, an email will be sent to the **MAINTENANCE PROVIDER** noting the segment number and Sponsor name. The **MAINTENANCE PROVIDER** will modify the signs in accordance with the specifications for the **AGREEMENT** within 7 calendar days, and respond by email to **DELDOT**, advising of the correction. **DELDOT** will then re-inspect the signs within 7 calendar days. If the **MAINTENANCE PROVIDER** has failed to correct the sign installation within 7 calendar days, then **DELDOT** reserves the right to modify the sign installation at **MAINTENANCE PROVIDER'S** expense. The

MAINTENANCE PROVIDER shall reimburse **DELDOT** for all costs related to the sign reinstallation.

33. Restrictions of Work

The specifications in this **AGREEMENT** and the **DELDOT** permit must be followed at all times. The **MAINTENANCE PROVIDER** and field personnel must immediately follow all field instructions given by Delaware State Police, and **DELDOT** Safety personnel. **MAINTENANCE PROVIDER** may work weekdays and weekends, 7 days per week. However, no work will be authorized on State or Federal holiday weekends. Also, no work will be authorized on SR-1 during summer weekends (Saturday and Sunday), between June 5th and September 5th. Requests for waiver on this requirement must be submitted to **DELDOT** prior to commencement of work, and will be considered by **DELDOT** on a case by case basis. All activities will be conducted during daylight hours only. No work is to be performed between sunset to sunrise. **DELDOT** reserves the right to modify permissible work hours/days based on operational needs. **DELDOT** will communicate those modifications to the **MAINTENANCE PROVIDER**, and make every effort to minimize impact.

Travel lane and ramp closings are not permitted during the following holiday periods, unless otherwise noted on the plans:

- December 24 through December 27 (Christmas)
- December 31 through January 3 (New Years)
- Friday prior to Easter through Easter Sunday
- Thursday prior to Memorial Day through the Tuesday following Memorial Day
- Dover International Speedway Race Weekends (Thursday prior to the race event through the day after the race event)
- July 3 through July 5 (Independence Day)
- Thursday prior to Labor Day through the Tuesday following Labor Day
- Wednesday prior to Thanksgiving Day through the Monday following Thanksgiving Day
- Other holiday weekends, as designated by **DELDOT**

34. Reporting Procedures

All reports shall be electronically transmitted to the **DELDOT** Program Coordinator via e-mail in 'pdf' or 'MS Word' format.

35. Monthly Work Schedule

The **MAINTENANCE PROVIDER** shall submit to **DELDOT** a "Monthly Work Schedule" by the 23rd of each month (12:00 Noon EST) preceding the month which maintenance services will be performed. If the 23rd is on a weekend, then the schedule must be sent the Friday prior.

Schedules must be typed and include:

Name of **MAINTENANCE PROVIDER**

Month and Year covered by the report

Date(s) of scheduled activity

Roadway Segment Location (mileposts and nearest intersecting road for reference)

Name of Sponsor

36. Daily Progress Reports

The **MAINTENANCE PROVIDER** shall submit a daily progress report to **DELDOT** via email by 12:00 Noon EST the next business day, after each day of work activity. Excel spreadsheets or other pre-approved format is acceptable for submitting this information.

Reports must be typed and include:

- Date work was completed
- Roadway Segment Location (mileposts and nearest intersecting road for reference)
- Name of Sponsor
- Number of bags filled (measure in 30 gallon bags)
(Cross referenced to roadway segment location information)
- Special comments for each roadway segment (if applicable).
For example: "sign is damaged, and will be scheduled for repairs"

37. Revocation of Permits

DELDOT reserves the right to cancel, revoke, or void a permit based on a **MAINTENANCE PROVIDER'S** failure to comply with any aspect of the Sponsor-A-Highway Program, as set forth in the **AGREEMENT** and in the applicable permit.

Revocation of the permit by **DELDOT** will result in forfeiture and suspension of all work on the applicable roadway segment.

The **MAINTENANCE PROVIDER** can cancel, revoke, or void a permit under the following circumstances:

- The permit has expired.
- The Sponsor has decided to drop out of the program.

Upon expiration or termination of this **AGREEMENT**, the **MAINTENANCE PROVIDER** shall have 90 days to remove all existing acknowledgment signs, unless approved otherwise in writing by the **DELDOT** District Engineer.

38. Successor And Assignments

DELDOT and the **MAINTENANCE PROVIDER** each binds itself, its successors, legal representatives, agents, employees, officers, and assigns, to each other to the Contract. The **MAINTENANCE PROVIDER** shall not assign, sell or in any way transfer its interest in the Contract without the prior written consent of **DELDOT**.

39. Nondiscrimination

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND IMPLEMENTING REGULATIONS ISSUED BY DEPARTMENT OF TRANSPORTATION.

During the performance of the **AGREEMENT**, the **MAINTENANCE PROVIDER**, the **MAINTENANCE PROVIDER'S** assignees, agents, members, partners, officers, and successors in interest, hereinafter referred to as the **MAINTENANCE PROVIDER**, agrees as follows:

COMPLIANCE WITH LEGAL REQUIREMENTS: The **MAINTENANCE PROVIDER** shall comply with all Federal, State and local laws, ordinances and regulations protecting the civil rights of all persons and insuring nondiscrimination toward such persons. The **MAINTENANCE PROVIDER**, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The **MAINTENANCE PROVIDER** shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the **MAINTENANCE PROVIDER** to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

COMPLIANCE WITH REGULATIONS: The **MAINTENANCE PROVIDER** shall comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the **REGULATIONS**, which are herein incorporated by reference and made a part of the **AGREEMENT**.

40. Laws Of Delaware

The **AGREEMENT** and the terms thereof shall be construed in accordance with the laws of the State of Delaware



Delaware Department of Transportation
SPONSOR-A-HIGHWAY PROGRAM

Maintenance Provider Work / Sign **Permit Application**

Permission is requested to enter State of Delaware right-of-way as follows:

<p><u>MAINTENANCE PROVIDER INFORMATION</u></p> <p>PERMIT APPLICATION DATE _____</p> <p>_____</p> <p>NAME and ADDRESS</p> <p>_____</p> <p>CITY STATE ZIP CODE</p> <p>_____</p> <p>CONTACT PERSON TITLE PHONE #</p>	<p><u>SPONSOR INFORMATION</u></p> <p>_____</p> <p>NAME and ADDRESS</p> <p>_____</p> <p>CITY STATE ZIP CODE</p> <p>_____</p> <p>CONTACT PERSON TITLE PHONE #</p>
<p><u>SEGMENT INFORMATION</u></p> <p>_____</p> <p>NAME OF ROAD</p> <p>_____</p> <p>COUNTY DIRECTION</p> <p>_____</p> <p>BEGINNING MILEPOINT ENDING MILEPOINT</p>	<p><u>SPONSOR'S NAME</u></p> <p>_____</p> <p>(AS IT WILL APPEAR ON THE ACKNOWLEDGMENT SIGN)</p> <p>_____</p> <p><i>APPROVED LOGO ATTACHED TO FINAL PERMIT</i></p>
<p><u>PERMIT INFORMATION</u></p> <p>_____</p> <p>NEW RENEWAL REVOKE</p> <p>_____</p> <p>APPROX. STATE DATE SPONSORSHIP END DATE</p>	<p><u>DELDOT APPROVAL SIGNATURES</u></p> <p>Both signatures must be presented before permit is considered valid.</p> <p>_____</p> <p>SIGNATURE (DELDOT Statewide coordinator) DATE</p> <p>_____</p> <p>SIGNATURE (DELDOT Traffic Safety Rep) DATE</p> <p>Permit valid during DAYLIGHT HOURS ONLY. No work during twilight or dawn hours. Litter pick up days: as stated in AGREEMENT</p>
<p>The undersigned agrees that work will be performed in accordance with the executed AGREEMENT, DeIDOT regulations, and subject to inspection and approval. The undersigned further agrees that neither the Sponsor nor the Maintenance Provider shall have claim against DeIDOT or the State of Delaware, or any agent, officer or employee thereof, as a result of their offer to participate in this program by submission of this work permit application or otherwise, or DeIDOT's acceptance or rejection of this permit application.</p> <p>_____</p> <p>SIGNATURE (Maintenance Provider) Date</p>	<p>Attach a draft of the proposed artwork and materials certification to this form. An electronic copy of the proposed sign must be sent to the DeIDOT Sponsor-A-Highway Statewide Coordinator.</p> <p>_____</p> <p>NOTE: This form may be distributed electronically (e-mail) for approvals to expedite process.</p>

60"

THANK YOU

6" HWY D

**Name / Logo
of Sponsor**

54"x16"
HWY D

**FOR A CLEANER DELAWARE
SPONSOR A HIGHWAY**

4.5" HWY B

4.5" HWY C

**BACKGROUND - TYPE IV BLUE
LETTERS - TYPE IV WHITE**

48"