

**COUNTY OF MOORE
NORTH CAROLINA
INVITATION FOR FORMAL BIDS**

ISSUE DATE: **March 22, 2023**

IFB#: **2023-10**

TITLE: **PORTABLE GENERATOR**

ISSUING DEPARTMENT:

**County of Moore Financial Services
Attn: Terra Vuncannon
206 S. Ray Street
Carthage, NC 28327**

Sealed Bids will be received until **4:00 p.m., Wednesday, April 5, 2023** from qualified vendors for a Portable Generator for the County of Moore Public Works Department. For your convenience, a **Bid Drop-Off Box** is located in the lobby at **206 South Ray Street, Carthage, NC 28327**.

All inquiries for information concerning Instructions to Bidders, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

**Terra Vuncannon, Purchasing Manager
206 S. Ray Street
Carthage, NC 28327
(910) 947-7118 (Telephone)
tvuncannon@moorecountync.gov**

Sealed Bids shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Invitation for Bids. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Invitation for Bids and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed bid.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

By: _____
(printed)

By: _____
(signed)

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INSTRUCTIONS TO BIDDERS

1. **Sealed Bids shall be submitted to the Issuing Department- Attn: Terra Vuncannon and include the enclosed Bid Form.** In order for a bid to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this Formal Bid. The County of Moore (County) reserves the right to make an award in whole, or in part, and to reject any and/or all bids, and to waive any informality in bids unless otherwise specified by the Bidder. The County reserves the right to award to one or more vendors. Nothing in this Bid Document is intended to be or will be construed an exclusive agreement between the County and the Bidder. Both parties remain free to enter into similar agreements with third parties. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Please list sales tax separately. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of industry standard quality. No remanufactured, refurbished or used goods will be accepted.
3. After the Bid issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at the address listed on page one if this solicitation or via e-mail to tvuncannon@moorecountync.gov. All questions concerning this Formal Bid shall reference the section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. **All written questions shall be sent to tvuncannon@moorecountync.gov no later than 9:00 am Wednesday, March 29, 2023. NO EXCEPTIONS. Please put "IFB 2023-10" in the subject header of your e-mail.** This includes any request for substitution or "or equal" items. All addenda pertaining to this Bid will be posted on the County website at www.moorecountync.gov. It is the bidder's responsibility to check the website for the addenda.
4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department in writing, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bid shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof. **It is the Bidder's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned with the bid.**

5. Bids will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted shall be held firm, and no bids may be withdrawn until **90 days** after proposal opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.
6. Pursuant to North Carolina General Statutes Section 143-129, “award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.”
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer’s most favorable commercial warranty. Each Bidder shall plainly set forth the warranty for the goods in the proposal. Operations and maintenance manuals for equipment shall also be provided, as specific and appropriate.
8. All purchases for goods or services are subject to the availability of funds for this particular purpose.
9. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
10. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County’s premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
11. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the Bidder/contractor must make the materials to be audited available within one (1) week of the request for them.
12. Bidders are cautioned that this is a formal bid, not a request for contract, and the County of Moore reserves the right to reject any and/or all bids. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
13. Bids will be tabulated, evaluated and a recommendation presented to the County Manager and/or County of Moore Board of Commissioners for their approval.
14. Any and all exceptions to the Specifications must be stated in writing, giving complete

details of what is to be furnished in lieu of requested Specifications.

15. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days' notice to the Bidder(s). Any contract cancellation shall not relieve the Bidder(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
16. **Bids in one (1) original and one (1) copy will be received from each bidder in a sealed envelope or package.** Each original shall be signed and dated by an official authorized to bind the form. Unsigned bids will not be considered.
17. Upon receipt by Moore County Financial Services, your Bid is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Bid opening, your Bid may be reviewed by the County's evaluation committee, as well as other County staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder must be submitted in a separate, sealed envelope marked "Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Bid, each Bidder agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the County to assist in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Bidder has designated as a trade secret. Any Bidder that designates its entire Proposal as a trade secret may be disqualified.
18. Bidder shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In addition the Provider shall maintain, at its expense, the following minimum insurance coverage:
 - General Liability - \$2,000,000
 - Auto Liability - \$2,000,000
 - Umbrella Coverage - \$5,000,000

- 19. The following must be included in the Bid Packet to be considered a responsive bid:**
- Signed Bid Form (must acknowledge addenda)**
 - Notarized Non-Collusion Affidavit**
 - Notarized E-verify Affidavit**
 - W-9 Form**
 - Generator Specifications**

SPECIFICATIONS

The County is seeking formal bids on a 125kw (minimum) Power Generator System for Lift Station PW-1.

The technical specifications for a standby power generator system can be found in Moore County Public Works Department Standards and Specifications Manual 6 – Wastewater Lift Stations and Force Mains, Section 11. A copy has been included on the following page(s).

Generator will be energized by an automatic transfer switch.

TECHNICAL SPECIFICATIONS

11.0 STANDBY POWER GENERATOR SYSTEM

A. General

Moore County requires that all pump or lift stations be provided with a complete standby electric power system consisting of a diesel engine driven generator set, an automatic load transfer switch, time switches, contactors, wiring, conduit, piping and accessories. The engine generator set and automatic load transfer switch shall be completely built, tested and shipped by a manufacturer who has been regularly engaged in the production of such equipment and who has parts and service facilities locally available so there is one source of supply and responsibility. The performance of the electric plan shall be certified by an independent testing laboratory as to the plant's full power rating and voltage and frequency regulation. All equipment shall be warranty for 5 years or 1,500 running hours from date of acceptance. The engine-generator set shall be enclosed in a weatherproof housing which sets top of the fuel tank. Alarms to the dialer from the generator shall be Low Fuel, Generator Operation and Generator Fail warnings. There shall be 2 extra wires install to the generator in conduit for the purpose of transmitting the other alarm signals to the alarm dialer or control panel. Also, there shall be 2 receptacles install in the generator.

B. Manual Transfer Switch

The manual transfer switch shall be rated for Service Entrance applications and shall contain a 200 Amp standard or 100% rated over current device for the utility power switching device as indicated on the drawings. The generator power switching device shall be rated for 100% continuous load without de-rating. The current rating shall be based on all classes of load including resistive and motor loads.

The manual transfer switch must utilize electrically operated transfer mechanism that have been listed or certified to the following safety standards: UL 1008 Automatic Transfer Switches for use in Emergency Systems and CSA C22.2 No.178-1978 Automatic Transfer Switches. The completed assembly shall be mounted in a NEMA 4X enclosure suitable for outdoor application with controls mounted on an interior door. Exterior door shall provide additional protection against outside environment and vandalism.

Adequate size and quantity of ground lugs shall be provided and shall conform to NEC/CEC guidelines. Where a ground bus is provided, it shall be a full length copper ground bus bonded to the frame with adequate size and quantity of ground lugs and shall conform to NEC/CEC guidelines. Where load bus bars are utilized, they shall be tin plated round-edge high conductivity copper and be sized for 100% continuous load rating of the transfer switch, in accordance with NEMA, CSA and UL guidelines. The short circuit withstand rating of the completed bus assembly shall be not less than the short circuit fault current of the system. Provision shall be made to terminate all incoming and outgoing power cables and grounding conductors.

Connections shall be via screw type cable lugs. The Power Switching units shall be fix-mounted, utilize fully enclosed contacts and the withstand and closing rating shall be equal to or exceed the required withstand rating of the complete mechanism.

The unit shall permit manual mechanical operation of the transfer switch while the system is energized and carrying rated load. All internal control devices used in the Manual transfer switch shall be cable of being de-energized and isolated from the system by use of an accessible isolation plug for servicing procedures as required.

The Manual transfer switch design shall provide front accessible components and wiring for easy serviceability. Power or control connections, which are not readily serviceable while the transfer switch is mounted in its enclosure, are not acceptable.

The service entrance rated manual transfer switch transfer the load to the source 1 supply when an operator selects the “source 1” position on the door mounted source selector switch provided source 1 is energized at nominal rated voltage. The Manual transfer switch shall transfer the load to the source 2 supply when an operator selects the “source 2” position on the door mounted source selector switch provided source 2 is energized at nominal rated voltage. The transfer switch shall incorporate an isolating mechanism and over current protection on the utility supply to allow operation as the main service disconnect in accordance with NEC requirements. The transfer switch power switching devices shall be mechanically and electrically interlocked to prevent the utility and generator supplies from being interconnected.

The switch should have these standard control features.

- 1) The transfer switch shall be rated for use on multiple system voltages. The transfer switch shall be field configurable to operate on the following nominal system voltages; 208V, 240V, 380V, 480V, 600V.
- 2) Transfer switch control power must be obtained from the source being transferred to. The controls shall not require any connection to external power sources. Transfer switches requiring power from the engine starting (or other) battery are not acceptable.
- 3) A control circuit isolation plug shall be provided to isolate all control circuitry inside the transfer switch to facilitate maintenance procedures. When isolated, there shall be no voltage present on the control circuitry.
- 4) Pilot lights shall be provided to indicate load on source 1 status (green) and load on source 2 (green). Pilot lights to be long life LED type.
- 5) Source Selector Switch: A 2 position spring-return selector switch shall be provided on the door of the transfer switch to allow an operator to manually select the desired source.

- 6) Source 1 Supply Auxiliary Contact (AUX-U): One (1) auxiliary contact shall be provided which operate when the source 1 is on load. The auxiliary contact shall be supplied with a rating of 10A, 120/240VAC, 5A, 28Vdc resistive, Form
- 7) Source 2 Supply Auxiliary Contact (AUX-G): One (1) auxiliary contact shall be provided which operate when the source 2 is on load. The auxiliary contact shall be supplied with a rating of 10A, 120/240VAC, 5A, 28Vdc resistive, Form C.

C. Automatic Transfer Switch

The manufacturer shall furnish schematic and a wiring diagram for the particular automatic transfer switch and a typical interconnection wiring diagram for the entire standby system. The automatic transfer switch shall be rated for continuous operation in ambient temperatures -25°F to $+125^{\circ}\text{F}$. The transfer switch shall be rated for all classes of load, both inductive and non-inductive, at 600-volts, and shall be designed, built, and tested to close on an inrush current up to and including 20 times the continuous rating of the switch without welding or excluding burning of the contacts. The transfer switch shall be capable of enduring 6,000 cycles of operation, at rated current, at a rate of 6 cycles per minute, without failure. One cycle shall consist of complete opening and closing of both sets of contacts on an inrush current 10 times the continuous rating of switch. The automatic transfer switch, with terminal lugs for either copper or aluminum wire, shall have individual, heat resistant chambers enclosing solid silver cadmium oxide, double break contacts. The transfer switch, with mechanical and electrical interlocks to prevent simultaneously energizing both normal and emergency service, shall be mechanically held on both sides, with manual operator and auxiliary contacts rated 6-amp, 120-volt AC; 3-amp, 240-volt AC on both sides. It shall be mounted in a NEMA 4X enclosure with handle and lockable hasp on the door. Control accessories shall mount on a dead-front, swing-out control accessory panel to avoid shock hazard while adjusting control functions, but will swing out exposing the wiring to facilitate servicing. Indication lamps and meters shall be set in the front door of cabinet. Transfer switch shall be of the programmed transition type which shall provide dead band time adjustable from 1 to 10 seconds when the load is not connected to the normal power source, or to the engine generator. Control accessories shall be solid state type and shall provide the following functions:

- 1) Monitor each ungrounded line with calibrated dial, adjustable voltage, solid state UNDERVOLTAGE SENSORS to sense a decrease of voltage below a set point, or a loss of voltage on any phase or a reversal of phases on the normal power source. Voltage sensors shall be temperature compensated for 2% maximum deviation above the temperature range -25°F to $+175^{\circ}\text{F}$.
- 2) Signal the engine-generator set to start in the event of a power disturbance as sensed by the monitoring system. A solid state TIME DELAY START (adjustable from 0 to 60 seconds) shall delay this signal to avoid nuisance startups on momentary voltage dips or power disturbances.

- 3) Retransfer the load to the line after normal power restoration. A TIME DELAY RETRANSFER (adjustable from 0 to 30 minutes) shall delay this transfer to avoid retransfer in case of short-term normal power restoration.
- 4) Provide an automatic RETRANSFER TIME DELAY BYPASS to retransfer the load from generating set to normal source if generating set output interrupts after normal sources restore voltage.
- 5) Signal the engine-generator to stop after load retransfer to normal source. A solid state TIME DELAY STOP (adjustable 0.5 to 5 minutes) shall permit engine to run unloaded to cool down before shutdown.
- 6) Provide a TEST SWITCH to simulate an interruption of power from the normal source.
- 7) Provide a constant-voltage automatic charging (1.40 to 1.24 volt per cell) SCR current limited, BATTERY FLOAT CHARGER to maintain fully charged cranking batteries.
- 8) Provide an EXERCISER CLOCK to automatically start the generating set at regular intervals and allow it to run for a preset time period, such as 30 minutes per week.
- 9) Provide WITH LOAD – WITHOUT LOAD SELECTOR SWITCH to select test or exercise as follows: “without load”, the generating set runs unloaded or “with load”. The automatic transfer switch transfers load to generating set, after time delay, the same as it would for a normal source interruption.
- 10) Provide a CONTROL DISCONNECT PLUG to electrically disconnect the control section from the transfer switch for maintenance service during normal operation.
- 11) Provide two (2) auxiliary relays or auxiliary contacts on the main power contactors (normal and emergency) so that a remote alarm or light can be connected to indicate that normal power has been lost and that power is being supplied from the engine generator set.
- 12) The automatic load transfer switch and/or the generator control panel shall have relays and wiring which provide contacts for closure in the event of a generator-set failure after transfer to emergency power. The contacts shall be made available for connection to the existing alarm transmitter.
- 13) Provide two (2) sets of auxiliary contacts to be actuated when the transfer switch is in the normal position and two (2) sets of auxiliary contacts to be actuated when the transfer switch is in the emergency position.

- 14) Provide a “neutral” position timer (adjustable from 0 to 10 seconds) to allow loads, such as motors, to come to a complete stop before being transferred to another source.

The automatic transfer switch to be supplied as part of the standby power system shall meet all applicable requirements set forth by the National Electrical Code and OSHA. The transfer switch shall also conform to the requirements as specified below:

1. Enclosure
 Mounting type..... Surface
 Enclosure type.....NEMA 4X

2. Electrical Ratings
 Operating voltage..... Compatible with station voltage
 Operating current No less than main disconnect
 Withstand and closing rating 10,000 Amps, RMS, Symm. (min.)

3. Transfer Switch:
 Operating mechanismSingle solenoid
 Holding mechanismMechanical
 Interlock Mechanical and electrical
 Contact materialSilver alloy
 Neutral delay 0.1 - 10 seconds

4. Timer Setting Ranges:
 Utility dropout70-95%
 Utility pick-up70-95%
 Utility interrupt delay0.1-10 sec.
 Engine min. run5-30 min.
 Engine warm-up5-180 sec.
 Return to utility delay 1-30 min.
 Engine cooldown1-30 min.
 Standby voltage70-90%
 Standby frequency80-90%
 Exerciser Once/week

5. Operation Selectors:
 Exercise..... With/Without load
 Engine warm-up bypass.....On/Off
 Neutral delayOn/Off
 Mode selector Manual Test/Standby/Off

D. Standby Power System Capacity

The standby power system shall be capable of providing continuous standby power for the wastewater pumping station. The generator set shall be capable of starting all pump motor loads sequentially with the full miscellaneous load applied, with no more than

30% dip. The minimum acceptable generator set rating shall be 25 KW for any station. The CONTRACTOR shall coordinate the starting requirements of the exact pumps being furnished on the project with the generator set supplier to insure that the generator set has adequate motor starting capability.

E. Installation

The generator set shall be mounted and anchored to a reinforced concrete pad, one foot above the 100 year flood elevation, located to provide adequate access for fueling and servicing. The exact dimensions of the pad, conduit entries and anchor bolts shall be based on the manufacturer's shop drawings. The pad shall have outer dimensions 1 foot greater than the footprint of the base tank, to provide 6" of exposure on all sides. All exposed edges shall be chamfered or rounded with an edging tool.

All connections to it shall be made with flexible pipe, conduit, etc., to minimize transfer of vibration.

Prior to shipment, the following tests shall be conducted at the plant of the manufacturer, and certified results of these tests shall be delivered to the Engineer for transmittal to the Owner: Full load test of the generator set for one hour with fuel consumption, output voltage, engine speed, voltage and speed-regulation and generator winding temperature measured and recorded at ten-minute intervals.

F. Tests

Authorized Distributor of the manufacturer shall inspect the equipment installation after it is completed and perform initial start-up and test of the system and shall submit a certificate of this inspection and test. The date of acceptance as referred to hereinbefore is defined as the date on which this certificate of inspection and test is received by the Owner. The following test shall be performed in the presence of the Engineer or their representative:

- (1) Generator output voltage unloaded and loaded, each phase, based on 2-hour load bank test
- (2) Voltage dip as loads are applied
- (3) Complete operating sequence (simulated utility power failure and restoration)
- (4) Pressure test engine cooling system for leaks
- (5) Test battery charging systems
- (6) Test operation of all safety systems

Upon completion of break-in and testing, the engine shall be serviced as follows:

- (1) Change engine oil and filter

- (2) Verify anti-freeze protection (-34° F)
- (3) Refill fuel tank (tank shall be left full)
- (4) Check belt tension
- (5) Check battery connections and state of charge

During this start-up period, the MCPW personnel shall be fully instructed in the proper maintenance of the standby power system.

G. Manufacturer

The generator set, controls, and transfer switch shall be furnished by a single supplier. The generator set and accessory equipment shall be supplied by Caterpillar, Cummins, Kohler or an approved equal.

The supplier shall be the authorized dealer of the engine-generator set manufacturer, and shall be fully qualified and authorized to provide service and parts for the engine and generator at any time during the day or night. Parts and service shall be available 24 hours per day 7 days a week, from a location within a 100-mile driving radius of the location of the installed generator set.

H. Shop Drawings

Prior to purchase of stand-by power generation equipment, the Contractor shall submit not less than six (6) sets of data to the Engineer for approval, including: equipment data, accessories, sizing calculations, etc., as may be appropriate to determine compliance with these Specifications.

I. Operating Instructions

Six (6) complete copies of operating instructions and parts list shall be provided prior to acceptance of the unit. Parts list shall include schedule of type and quantity of parts recommended for stock.

J. Spare Parts:

The following spare parts shall be furnished at the time of start-up to MCPW:

- Engine Fan & Accessory Drive Belts 1 sets
- Oil, Fuel & Air Filters 2 sets
- Spare Indicator Lamps & Fuses 2 sets

Other items as may be recommended by the manufacturer. Spare parts shall be boxed and labeled with the pumping station identification.

K. Warranty

The complete standby power generating system shall be warranted for five (5) years or 1,500 running hours after the acceptance of the generating system by the MCPW. The warranty shall cover all defects in equipment, parts, assembly and installation. The warranty shall be issued in writing by the supplier and delivered to the MCPW.

BID FORM

Sealed Bids will be opened at **4:00 pm Wednesday, April 5, 2023** in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327.

Use this form only for submitting bids. In submitting your bid, keep in mind that any alterations, changes in bid format, etc. will make it difficult to evaluate bids. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any and/or all bids. The County of Moore reserves the right to award to more than one vendor.

1 Portable Generator	Total Bid Price (including freight and installation)
Generator Cost	
Sales Tax (Moore County 7%)	
TOTAL COST (including Sales Tax)	

ANTICIPATED DELIVERY DATE: _____

INCLUDE THE FOLLOWING WITH YOUR SEALED BID:

Signed Bid Form (must acknowledge addenda)

Notarized Non-Collusion Affidavit

Notarized E-verify Affidavit

W-9 Form

Generator Specifications

I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date _____ Authorized Signature _____

Authorized Signatory Name/Title: _____

E-Mail Address: _____

Receipt of the following addendum (if applicable) is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Moore

I _____, being first duly sworn, deposes and says that:

He/She is the _____ of _____, the Bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Neither the said Bidder nor any of its officers, partners, owners' agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder or to fix overhead, profit or cost element of the bid price of any other Bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and,

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This _____ day of _____, 2023

Notary Public
My commission expires: _____

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer. Executed, this ____ day of _____, 2023.

Signature of Affiant
Print or Type Name: _____

State of North Carolina
County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 2023.

My Commission Expires:

Notary Public



**Request for Taxpayer
 Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts obtained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► _____

Date ► _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.