

## NORTH CAROLINA GLOBAL TRANSPARK



NORTH CAROLINA  
GLOBAL  
TRANSPARK

# CONTRACT PROPOSAL

**DESCRIPTION:** Water Storage Tank Renovations

**BID OPENING:** 10/31/2023

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**NOTICE:**

~~ALL~~ BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

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**NAME OF BIDDER**

**N.C. CONTRACTOR'S LICENSE NUMBER**

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**ADDRESS OF BIDDER**

**RETURN BIDS TO:**

**NORTH CAROLINA GLOBAL TRANSPARK**

**ATTN: Gage King**

**2780 Jetport Rd**

**Kinston, NC 28504**

**Per items 11-13 of the instructions on page 3**

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## **INSTRUCTIONS TO BIDDERS:**

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

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

- 1.** The bid form furnished by the NC Global TransPark with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL, LEAVE ENTIRE PACKET TOGETHER WHEN SUBMITTED!**
- 2.** All entries on the bid form, including signatures, shall be written in ink.
- 3.** The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. Unit prices shall be limited to two (2) decimal places.
- 4.** An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the form.
- 5.** The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 6.** Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
- 7.** The bid shall be properly executed with the **appropriate "BID EXECUTION FORM"**. All bids shall show the following information:
  - a.** Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b.** Name and signature of individual or representative submitting bid and position or title.
  - c.** Name, signature, and position or title of witness.
  - d.** Federal Identification Number (or Social Security Number of Individual)
  - e.** Contractor's License Number (if Applicable)
- 8.** Bids submitted by corporations shall bear the seal of the corporation.
- 9.** The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 10.** The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 11.** If a W-9 Vender Registration Form is not on file with the North Carolina Global TransPark, please complete the form on Page 25 and accompany this proposal.
- 12.** **THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE GLOBAL TRANSPARK OFFICES AT 2780 JETPORT RD KINSTON, NC 28504 BY 4:00 PM ON TUESDAY, October 31, 2023.**
- 13.** The sealed bid must display the following statement on the front of the sealed envelope:  
 ATTN: GAGE KING  
 QUOTATIONS FOR WATER STORAGE TANK RENOVATIONS  
 TO BE OPENED AT 4:00PM, TUESDAY, OCTOBER 31<sup>st</sup>, 2023
- 14.** If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:  
**NORTH CAROLINA GLOBAL TRANSPARK**  
**ATTN: Gage King**  
**2780 Jetport Rd**  
**Kinston, NC 28504**

### **AWARD OF CONTRACT**

**The award of the contract, if awarded, will be made to the lowest responsible bidder. The lowest responsible bidder will be notified that their bid has been accepted and that they have been awarded the contract. NC Global TransPark reserves the right to reject all bids.**

## **PROJECT SPECIAL PROVISIONS**

### **PROJECT DESCRIPTION**

The North Carolina Global TransPark (Owner) is seeking proposals to make improvements to two ground storage water tanks used for fire suppression storage. Both tanks estimated to be 200,000-gallon capacity. Existing tanks are 32' tall and 33' in diameter. Current improvements include cleaning, preparing, and painting the exterior of the tanks. Additionally, safety improvements to allow safer access and maintenance will also be included per the project specifications. Project location is at **2300 John Mewborne Rd, Kinston, NC 28504**

### **GENERAL**

- (A) Contractor will provide all equipment, materials, and labor to complete all work as defined under CONDITIONS AND PACKAGING within the *General Provisions* unless otherwise specified.
- (B) Owner will furnish 110-volt electrical connections to operate Contractor equipment, necessary water outlets at a minimum of 16 gallons per minute, and proper vehicle access that are required for the work to be performed.
- (C) Contractor will clean up and discard debris generated from prepping operations assuming no hazardous materials are discovered during the process. If hazardous materials are discovered during preparation, Owner and Contractor will coordinate clean up as needed.
- (D) Contractor may use cranes, lifts, or other towering devices assuming they do not exceed the height of sheltering structures (hangars adjacent to water tanks). Any use of cranes, lifts, and towering devices must be coordinated with the airport before and during construction.

### **WARRENTY**

Subject to the limitations contained herein, the Contractor represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in this contract in *Project Specifications*. Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, THE CONTRACTOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

All claims filed under the Warranty shall be made in writing by the Owner within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to the Contractor. The Owner shall provide the following information in the written notice: (i) a description of the defect

giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

If the Contractor verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion, the Contractor agrees to repair or replace, without expense to the Owner, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period.

## **PROJECT SPECIFICATIONS**

- (A) All exterior tank surfaces shall be cleaned per the Society for Protective Coatings SSPC-SP#3 "Power Tool Cleaning" and High pressure washing.
- (B) All rusted, bubbled, and adhesion failed areas shall be tool cleaned or prepped as required. Hand tool cleaned surfaces must be performed per SSPC-SP#2 and be spot coated with Tnemec Series epoxy/mastic (or equivalent) at 2-3 dry mil.
- (C) All exterior surfaces shall receive one (1) full primer coat of Tnemec Series epoxy/mastic coating (or equivalent) at 2-3 dry mil.
- (D) After primer coat is dry, all exterior surfaces shall receive one (1) full finish coat of Tnemec Series 72 (or equivalent) urethane at 2-3 dry mil.
- (E) Contractor will procure and install the following components to comply with NFPA and OSHA standards:
  - a. Install "No Trespassing" sign at both tank exteriors ladder location.
  - b. Install "Confined Space" entry signs at the shell manway locations on both tanks.
  - c. Install "Fall Protection Required" sign at both tank exterior ladder locations.
  - d. Install a cable type fall prevention system to the exterior ladder for both tanks.

## **CONTRACT TIME AND LIQUIDATED DAMAGES**

Once the contract is awarded, the Contractor can start work when weather and tank surface temperatures will allow. However, once work commences, the contractor must have work completed within sixty (60) days and have an overall completion date of May 31<sup>th</sup> 2024.

If the contract time exceeds the sixty (60) days and/or the completion date of May 31<sup>th</sup> 2024, liquidated damages will be applied at \$500.00 per calendar day.

## **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE**

### **Policy**

It is the policy of the North Carolina Global TransPark that minority and women business enterprises shall have the maximum opportunity to participate in the performance of contracts financed by Non-Federal Funds.

### **Obligation**

The Contractor and subsequent Subcontractors shall ensure that minority and women business enterprises have the maximum opportunity to participate in the performance of the work included in this contract. The Contractor and any subsequent contractor shall take all necessary and reasonable steps to ensure that minority and business enterprises have the maximum opportunity to compete for and perform a portion of the work included in the contract. Failure on the part of the Contractor to carry out the requirements set forth herein shall constitute a breach of contract and after proper notification, may result in award disqualification, termination of the contract, disqualification from bidding, or other appropriate remedy.

### **Goals**

Due to the nature of work in this contract, specific goals for participation by Minority and Women Businesses are not established.

### **Reports**

The Contractor shall submit a statement with the final invoice to report all MBE and WBE participation on the project. In the event the Contractor has no MBE or WBE participation on the project, they are still required to submit a statement with the final invoice reporting no participation. Where participation is from MBE and WBE Material Suppliers or Manufacturers, the statement shall indicate the appropriate percentage to be reported.

THE CONTRACTORS STATEMENT OF MBE AND WBE PARTICIPATION MUST BE DELIVERED TO THE NORTH CAROLINA GLOBAL TRANSPARK REGARDLESS OF THE AMOUNT OF PARTICIPATION IN ORDER FOR THE FINAL INVOICE TO BE PROCESSED FOR PAYMENT.

## **PAYMENT**

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Airport Project Manager. Compensation for all pay items shall be in accordance with the Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

Request for payment shall be made by Contractor's Invoice submitted to:

**North Carolina Global TransPark  
Attn: Gage King  
2780 Jetport Rd  
Kinston, NC 28504**

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the North Carolina Global TransPark may return the invoice to the Contractor for correction.

Since The North Carolina Global TransPark is a division of NCDOT, State Sales Tax on invoices are not eligible expenses. The Contractor shall utilize *North Carolina Form E-595E, Streamlines Sales and Use Tax Certification of Exemption* provided by the North Carolina Global TransPark if needed by the Contractor.

The North Carolina Global TransPark will make payment within thirty (30) days of receipt of a 100% completed and correct invoice per this contract.

## **STANDARD PROVISIONS**

### **DEFAULT AND TERMINATION**

- (A) In the event of default by the Contractor, the North Carolina Global TransPark may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Contractor under the Contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the North Carolina Global TransPark may immediately cease doing business with the Contractor, terminate the Contract for cause, and take action to recover relevant damages.
- (B) If this Contract contemplates deliveries or performance over a period of time, the North Carolina Global TransPark may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Contractor license to the extent necessary for the State to use such property. If the Contract is terminated by the North Carolina Global TransPark for convenience, the North Carolina Global TransPark shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

## **LICENSE, PERMITS, AND GOVERNING LAWS**

The Contractor shall procure and maintain any license(s) or permits required to perform the duties listed in the project description and specifications.

Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the North Carolina Global TransPark.

## **NON-DISCRIMINATION COMPLIANCE**

The Contractor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis of race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

## **CONDITIONS AND PACKAGING**

Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.



## **INSURANCE**

### **(A) Requirements**

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the North Carolina Global TransPark.

### **(B) Coverage**

During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits,

- a. **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Contractor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

**INDEMNIFY AND HOLD HARMLESS**

The Contractor shall indemnify, defend and hold and save the North Carolina Global TransPark, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Contractor. Contractor shall notify the North Carolina Global TransPark, in writing, within 30 days from the date of any claim or loss of such claims.

The Contractor, at its own expense shall defend any action brought against the North Carolina Global TransPark, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the North Carolina Global TransPark shall have the option to participate in such action at its own expense.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the North Carolina Global TransPark's agents who are involved in the delivery or processing of Contractor deliverables or Services as part of this Contract with the North Carolina Global TransPark. As part of this provision, if federal funds are involved in this procurement, the Contractor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the North Carolina Global TransPark harmless from any claims or losses resulting to the North Carolina Global TransPark from the Contractor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.

**ENTIRE AGREEMENTS**

The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**SUBCONTRACTING**

Performance under the Contract by the Contractor shall not be subcontracted without prior written approval of the North Carolina Global TransPark. Unless otherwise agreed in writing, acceptance of a Contractor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

**FORCE MAJEURE**

The Contractor shall not be liable to the North Carolina Global TransPark for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or

another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of the Contractor.

## **MINIMUM WAGES**

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

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

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

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

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

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

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

**BID EXECUTION FORM**  
**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**  
**LIMITED LIABILITY COMPANY**

The bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting their status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF BIDDER**

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Full Name of Firm

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Address of Firm

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Signature of Witness

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Signature of Member/Manager/Authorized Agent

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Print or Type Signer's Name

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Print or Type Signer's Name

## DEBARMENT CERTIFICATION

Conditions for certification:

1. The bidder shall provide immediate written notice to the North Carolina Global TransPark if at any time the bidder learns that their certification was erroneous when they submitted their debarment certification or explanation filed with the North Carolina Global TransPark or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
3. The bidder agrees by submitting this form, that they will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the North Carolina Global TransPark.
4. The bidder may rely upon a certification of a participant in a lower tier covered transaction that they are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless they know that the certification is erroneous. The bidder may decide the method and frequency by which they will determine the eligibility of their subcontractors.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except as authorized in paragraph 5 herein, the North Carolina Global TransPark may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

The bidder certifies to the best of their knowledge and belief, that their principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
5. Will submit a revised Debarment Certification immediately if their status changes and will show in their bid proposal an explanation for the change in status.

If the bidder cannot certify that they are not debarred, they shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the bidder's bid being considered non-responsive.

☐

**Check here if an explanation is attached to this certification.**

**BID EXECUTION FORM**  
**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**  
**CORPORATION**

The bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting their status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF BIDDER**

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Full Name of Firm

---

Address of Firm

---

Signature of Witness

---

Signature of Member/Manager/Authorized Agent

---

Print or Type Signer's Name

---

Print or Type Signer's Name

## DEBARMENT CERTIFICATION

Conditions for certification:

7. The bidder shall provide immediate written notice to the North Carolina Global TransPark if at any time the bidder learns that their certification was erroneous when they submitted their debarment certification or explanation filed with the North Carolina Global TransPark or has become erroneous because of changed circumstances.
8. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
9. The bidder agrees by submitting this form, that they will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the North Carolina Global TransPark.
10. The bidder may rely upon a certification of a participant in a lower tier covered transaction that they are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless they know that the certification is erroneous. The bidder may decide the method and frequency by which they will determine the eligibility of their subcontractors.
11. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
12. Except as authorized in paragraph 5 herein, the North Carolina Global TransPark may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

The bidder certifies to the best of their knowledge and belief, that their principals:

6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;



7. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
8. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
9. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
10. Will submit a revised Debarment Certification immediately if their status changes and will show in their bid proposal an explanation for the change in status.

If the bidder cannot certify that they are not debarred, they shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the bidder's bid being considered non-responsive.

☐

**Check here if an explanation is attached to this certification.**

**BID EXECUTION FORM****NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****INDIVIDUAL WITH A FIRM NAME**

The bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting their status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF BIDDER**

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Individual Name

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Full Name of Firm

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Address of Firm

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Signature of Witness

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Signature of Bidder

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Print or Type Signer's Name

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Print or Type Signer's Name

## **DEBARMENT CERTIFICATION**

Conditions for certification:

13. The bidder shall provide immediate written notice to the North Carolina Global TransPark if at any time the bidder learns that their certification was erroneous when they submitted their debarment certification or explanation filed with the North Carolina Global TransPark or has become erroneous because of changed circumstances.
14. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
15. The bidder agrees by submitting this form, that they will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the North Carolina Global TransPark.
16. The bidder may rely upon a certification of a participant in a lower tier covered transaction that they are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless they know that the certification is erroneous. The bidder may decide the method and frequency by which they will determine the eligibility of their subcontractors.
17. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
18. Except as authorized in paragraph 5 herein, the North Carolina Global TransPark may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

The bidder certifies to the best of their knowledge and belief, that their principals:

11. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

12. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
13. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
14. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
15. Will submit a revised Debarment Certification immediately if their status changes and will show in their bid proposal an explanation for the change in status.

If the bidder cannot certify that they are not debarred, they shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the bidder's bid being considered non-responsive.

☐

**Check here if an explanation is attached to this certification.**

**BID EXECUTION FORM****NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****INDIVIDUAL DOING BUSINESS IN THEIR OWN NAME**

The bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting their status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF BIDDER**

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Print Name

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Address of Bidder

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Signature of Witness

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Signature of Individual Bidder

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Print or Type Signer's Name

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Print or Type Signer's Name

## **DEBARMENT CERTIFICATION**

Conditions for certification:

19. The bidder shall provide immediate written notice to the North Carolina Global TransPark if at any time the bidder learns that their certification was erroneous when they submitted their debarment certification or explanation filed with the North Carolina Global TransPark or has become erroneous because of changed circumstances.
20. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
21. The bidder agrees by submitting this form, that they will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the North Carolina Global TransPark.
22. The bidder may rely upon a certification of a participant in a lower tier covered transaction that they are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless they know that the certification is erroneous. The bidder may decide the method and frequency by which they will determine the eligibility of their subcontractors.
23. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
24. Except as authorized in paragraph 5 herein, the North Carolina Global TransPark may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

The bidder certifies to the best of their knowledge and belief, that their principals:

16. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

17. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
18. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
19. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
20. Will submit a revised Debarment Certification immediately if their status changes and will show in their bid proposal an explanation for the change in status.

If the bidder cannot certify that they is not debarred, they shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the bidder's bid being considered non-responsive.

☐

**Check here if an explanation is attached to this certification.**

**NORTH CAROLINA GLOBAL TRANSPARK****BID FORM****DESCRIPTION:****WATER STORAGE TANK RENOVATIONS****BID OPENING: OCTOBER 31, 2023**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	Tank 1 cleaning, priming, painting, and safety improvements	1	LS		
2	Tank 2 cleaning, priming, painting, and safety improvements	1	LS		

**TOTAL BID FOR PROJECT: \_\_\_\_\_**

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**SUBSTITUTE FORM W-9**

REV 09/20

**VENDOR REGISTRATION FORM  
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

**NAME ON FORM SHOULD BE THE LEGAL ENTITY OR INDIVIDUAL NAME DOING BUSINESS WITH NCDOT:**  
**INDIVIDUAL AND SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD**  
**CORPORATION OR PARTNERSHIP - ENTER YOUR LEGAL BUSINESS NAME**

**NAME:**

(NAME OF COMPANY OR INDIVIDUAL REGISTERED TO THE PROVIDED TAX ID)

**PHYSICAL ADDRESS: STREET/PO BOX:****CITY, STATE, ZIP:****DBA / TRADE NAME (IF APPLICABLE):****BUSINESS DESIGNATION:**

☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETOR (use SS No. or Fed ID No.)  
☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)  
☐ ESTATE/TRUST (use Federal ID No.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)  
☐ OTHER / SPECIFY \_\_\_\_\_

**SOCIAL SECURITY NO.****OR****FED.EMPLOYER IDENTIFICATION NO.**

(Social Security #)

(Employer Identification #)

**COMPLETE THIS SECTION WITH CHECK MAILING ADDRESS AS IT APPEARS ON INVOICES:****REMIT TO ADDRESS: STREET / PO BOX:****CITY, STATE, ZIP:**

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

**What is your firm's ethnicity?** (☐ Prefer Not To Answer, ☐ African American, ☐ Native American, ☐ Caucasian American, ☐ Asian American, ☐ Hispanic American, ☐ Asian-Indian American, ☐ Other: \_\_\_\_\_ )

**What is your firm's gender?** (☐ Prefer Not to Answer, ☐ Male, ☐ Female) **Disabled-Owned Business?** (☐ Prefer Not to Answer, ☐ Yes, ☐ No)

**IRS Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the 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
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**NAME (Print or Type)****TITLE (Print or Type)**

**SIGNATURE** (Typed, fonted and scripted Signatures are not acceptable. Wet Signatures and DocuSigned signatures are accepted)

**DATE****PHONE NUMBER****EMAIL**

