



*THE METROPOLITAN SEWERAGE DISTRICT OF
BUNCOMBE COUNTY
NORTH CAROLINA*

REQUEST FOR QUOTATION

Incinerator Sand Transport System
Equipment Purchase
Project No. 2024036

BIDS ARE DUE NO LATER THAN THURSDAY, JULY 25, 2024 @ 2:30 PM

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INSTRUCTIONS TO BIDDERS
THE METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY
NORTH CAROLINA

- (1) Bids will be opened and publicly read aloud by the Metropolitan Sewerage District (DISTRICT) of Buncombe County, North Carolina, 2028 Riverside Drive in Asheville, North Carolina, on **Thursday, July 25, 2024, at 2:30 PM** (local time) for the project described as follows:

Incinerator Sand Transport System, Project No. 2024036
(Equipment Purchase Only)

- (2) Bids and all supporting documentation as required in these specifications must be submitted in a sealed envelope, addressed to MSD, Attn: Tim Hensley, Project Manager; 2028 Riverside Dr., Asheville, NC 28804. The name of the bidder must appear on the envelope and must be marked "Incinerator Sand Transport System Sealed Bid."
- (3) MSD has elected to waive a bid bond requirement for this RFQ.
- (4) Refer to the Bid Package Requirements sheet for the Bidder Requirements. The Bidder must submit their quotation on the enclosed Bid Form. Bids may be rejected if they show any omissions, alterations, or unauthorized additions to the form, or for conditional bids, or for any irregularities of any kind.
- (5) No additional charges OF ANY KIND will be allowed on the awarded vendor's invoices. Any and all costs for the bidder, including freight/delivery charges, MUST be included in the bidder's quotation unit price. This includes any charges for delays, whether caused by MSD or the carrier. Freight terms for the contract will be FOB: Delivered.
- (6) All questions concerning the bid requirements and/or specifications are to be forwarded to Tim Hensley, Project Manager, at least 48 hours prior to bid opening. All known bidders will be sent written copies of questions that require a written response or a change to the requirements and/or specifications. In the event of a major change to requirements and/or specifications, MSD reserves the right to postpone the bid opening, with advance notice to all known bidders.
- (7) In the event of a tie bid, with all terms being equal, MSD reserves the right to request the applicable vendors (only) submit best and final bids.
- (8) This contract shall be awarded to the lowest responsive, responsible bidder, taking into consideration quality, performance and time of delivery. MSD reserves the right to reject any and all bids, including, without limitation, the right to reject any or all non-conforming, non-responsive, unbalanced or conditional bids, and to reject the bid of any bidder if MSD believes that it would not be in the best interest of the MSD to make an award to that bidder. MSD also reserves the right to waive informalities.

SPECIFICATIONS FOR INCINERATOR SAND TRANSPORT SYSTEM

The Vendor submitting this bid agrees to the following specifications:

INCINERATOR SAND TRANSPORT SYSTEM

SCOPE

The scope of work shall include the replacement equipment for the sand transport system in the incinerator building at the Metropolitan Sewerage District's (MSD) French Broad River Water Reclamation Facility. The sand transport system is responsible for conveying sand from a storage silo located outside the incinerator building to MSD's fluidized bed incinerator. Vendor shall furnish all materials and equipment as specified herein, including one (1) storage silo, one (1) pneumatic transporter, one (1) electrical enclosure, carbon steel conveying line with air controls, and all controls, appurtenances, and accessories necessary to make a complete and operable system. **Installation of said equipment and materials shall be performed under a separate contract.**

GENERAL

- A. Provide equipment for a replacement sand transport system designed to store 900 cubic feet of an abrasive coal slag in a storage silo and convey it to an existing incinerator at 7,000 pounds per hour.
- B. Coal slag is a critical part of MSD's incineration process and requires the highest level of equipment quality, reliability, and performance to optimize the process. At the sole discretion of the engineer, systems which are deemed to be inferior in any way to what is specified herein so as to sacrifice performance, reliability or longevity of the sand transport system shall not be considered.
- C. MSD's existing incinerator has a temperature ranging from 70 to 1500 degrees Fahrenheit and is pressured at 5 pounds per square inch.
- D. The sand transport system shall be a HDP 3000 Conventional Concept, manufactured by Dynamic Air, or pre-approved equal.
- E. The conveyance route shall match the existing alignment. The existing conveyance has approximately 100 linear feet horizontally and 25 linear feet vertically with fifteen 30-degree bends total to create five 90-degree bends.
- F. Manufacturers will be considered provided that the proposed equipment meets these specifications in full and is proven to provide an equal level of performance, quality and reliability as the equipment specified herein.

Manufacturers shall have a minimum of five (5) years' experience manufacturing pneumatic conveying equipment and have a minimum of fifty (50) installations of similar type equipment as specified herein. Alternate manufacturers seeking "as-equal" status must be pre-approved and shall provide a list of qualified installations, technical literature on the proposed system, and a statement indicating their system meets the specifications in full and without exception. Alternatively, a list of exceptions shall be provided with the pre-approval package detailing specific areas that do not meet the specification requirements herein and the benefit these exceptions provide to the owner. Pre-approval packages shall be received by the Engineer no later than 10 calendar days prior to the date of the bid opening. Alternate systems which are determined equal and approved will be added by addendum no later than 3 calendar days prior to the date of the bid opening. Bidders shall not rely upon approvals made in any other manner.

- G. Deviating from these specifications and or not providing a list of deviations from these specifications may result in a bid proposal being rejected.

SUBMITTALS

A. Submittals shall include the following:

- 1) Certified shop and erection drawings showing all important details of construction, dimensions, and anchor bolt locations.
- 2) Descriptive literature, bulletins and/or catalogs of the equipment.
- 3) Calculations for sizing all equipment of the sand transport system.
- 4) The empty and operating weight of each item of equipment including the weight of the larger components.
- 5) A total bill of materials for all equipment.
- 6) A list of the manufacturer's recommended spare parts. Include gaskets, packing, etc., on the list. List bearings by the bearing manufacturer's numbers only.
- 7) The recommended summer and winter grades of lubricants along with alternative references to products of other manufacturers.
- 8) Complete master wiring diagrams, elementary or control schematics, including coordination with other electrical control devices operating in conjunction with the speed control system and suitable outline drawings of the control panels.

- 9) Manufacturer's certificate of guarantee for the sand transport system and silo.
 - 10) The manufacturer shall provide guarantees that the equipment shall be warranted for a period of 1 year from the date of Substantial Completion and start up, to be free from defects in quality, design, or materials. If the equipment should fail during the warranty period due to defective part(s), the part(s) shall be replaced in the equipment and the unit(s) restored to service at no expense to the Owner.
- B. Shop drawings shall be approved by the Engineer prior to delivery. All proposed changes shall be stated in writing.
- C. Operating and maintenance instructions shall be furnished to the Engineer and the owner. The instructions shall be prepared specifically for this installation and shall include all required cuts, drawings, equipment lists, descriptions that are required to instruct operating and maintenance personnel unfamiliar with such equipment.
- D. In the event that it is impossible to conform with certain details of this Section, describe completely all non-conforming aspects.

Sand Transport System Description

- A. The sand transport system will be replacing the current system located partially outside and partially inside MSD's existing incinerator building. All system materials shall be designed to resist moderate levels of hydrogen sulfide present in and immediately near the building.
- B. MSD incinerates dewatered sludge from the water reclamation facility. The sand transport system conveys sand to this incinerator for its fluidized bed. The maximum sand feed rate stated above will be conveyed through this single transport system. Two (2) 50 horsepower/131 psi/226.5 CFM air compressors led to a single 240-gallon 200psi @ 650-degree tank supplying air for the pneumatic transport system. This existing air compressor system is to remain in use and be utilized to run the replacement sand transport system listed within.
- C. The sand selected for use is more specifically described as an abrasive Coal Slag with a bulk density of 88 pounds per cubic foot, particle size of 0.04", and a 15-degree angle of repose; however, the sand transport system shall be designed to effectively transport a variety of sands.
- D. Equipment includes:
- One (1) Silo Receiver System

- One (1) Storage Silo
- One (1) Dust Collector
- One (1) Air Injected Transporter
- One (1) Pneumatic Conveyance Line
- Pneumatic Controls
- One (1) Main Control Electrical Enclosure

(a) Sand Transport System Equipment:

(1) Silo Receiver System:

- (a) A silo receiver system with an abrasion resistant baffle to effectively promote separation of material shall be mounted to the top of the storage silo.
- (b) The silo receiver shall be fabricated of carbon steel and the exterior painted with a corrosive resistance finish.
- (c) The silo receiver shall include a fill conveying line of adequate length for truck hook up, and include a standard four inch (4") truck hose adapter with a male coupler and dust cap.
- (d) Trucks will have their own pneumatic unloading equipment that attaches to the standard supplied male coupler on the truck hose adapter.
- (e) All welds shall be ground and polished smooth and passivated.

(2) Storage Silo:

- (a) Provide a storage silo capable of storing 900 cubic feet of material listed above.
- (b) The silo shall be constructed of carbon steel with the inside unfinished and unpainted, and exterior painted with a corrosive resistant finish.
- (c) Provide an access ladder with a fall restraint system leading to the top with a deck guard railing. The top deck shall be sloped for positive drainage at no more than 10%.
- (d) The bottom portion of the storage silo shall be concentric transitioning to an 8" outlet flange and include an outlet stub and manual maintenance gate to isolate the transporter from the silo.
- (e) Immediately following the outlet flange of the storage silo, an air operated Posi-Flate, or approved equal, valve shall be bolted to the silo to serve as a material cut-off entering the transporter. The valve shall be made of cast iron valve housing, cast iron disc, and black EPDM seat.
- (f) Provide a bin vent filter system flange mounted to the storage silo.
- (g) Storage silo shall be an open design support system with a diameter between 8-16 feet.
- (h) Provide level controls to read silo high level and silo low level.

- (i) Provide a NEMA 4 constructed electrical enclosure to contain pilot light(s) to indicate material level in the storage silo being filled by self-unloading pneumatic trucks.
 - (j) Provide brackets for attaching the external fill conveyance line portion of the silo receiver system.
- (3) Dust Collector:
- (a) Provide a reverse jet top removal modular bin vent filter system, or approved equal.
 - (b) The filter system shall be designed for the sand material described above, include a flanged support base, removable ABS top covers, carbon steel filter security cages, and individual reverse jet filter cleaning.
 - (c) Provide a standard solid state sequence timer in a NEMA 4 enclosure along with differential pressure gauge and switch.
 - (d) All electrical components shall be NEMA 4 suitable with a 24-volt DC power requirement.
- (4) Air Injected Transporter:
- (a) Provide a transporter designed to ASME code and National Board certified.
 - (b) The transporter shall include standard support legs, and all shall be fabricated of carbon steel with the exterior painted with a corrosive resistance finish.
 - (c) The transporter shall fit directly underneath the silo cone discharge system and have an air operated Posi-Flate, or approved equal, valve bolted to the inlet flange on the transporter to seal off the transporter during conveying. The valve shall be made of cast iron valve housing, cast iron disc, and black EPDM seat.
 - (d) The transporter shall include a standard inspection opening and air injections nozzles with standard volume controls.
 - (e) Provide a level control sensor for high level within the transporter.
- (5) Pneumatic Conveyance Line:
- (e) One hundred twenty five (125) linear feet of 3" coated carbon steel conveying line, shipped in 20-foot lengths.
 - (f) Tuf-Lok heavy duty, self aligning, high end-pull ring grip type conveying line couplings, manufactured by Tuf-Lock International, or pre-approved equal. Quantity shall be as required for a complete and functional system.

- (g) Fifteen (15) 3" superslik 30 degree bends, as manufactured by Dynamic Air, or pre-approved equal abrasion resistant conveying line bends.
- (6) Pneumatic Controls:
- (a) Provide standard DC-5 Air Saver controls, manufactured by Dynamic Air, or pre-approved equal, to supplement air pressure adequate to continue efficient conveyance while reducing excessive wear from the abrasive sand throughout the system.
 - (b) Provide a standard air control module (ACM) made of carbon steel piping including all necessary air controls required for proper system operation, multi-pressure regulation, on/off control.
 - (c) All electrical components shall be NEMA 4 suitable with a 24-volt DC power requirement.
- (7) Main Control Electrical Enclosure:
- (a) One control panel shall be supplied to control the entire sand transport system (material from silo, through the transporter, and to MSD's incinerator).
 - (b) Major components of the sand transport system control panel shall include, but not limited to, the following items:
 - NEMA 4X enclosure (FRP)
 - Fused disconnect
 - 12" color touch screen operator interface: C-More
 - Emergency stop button
 - PLC: Allen Bradley CompactLogix
 - Power supplies
 - Control relays
 - Control power transformer
 - Motor Controllers
 - Motor starters
 - Fuse blacks and fuses
 - Terminal blocks
 - (c) The control panel shall be provided loose to allow wall or floor mounting.
 - (d) Provide a 304 stainless steel junction box with emergency stop push button.
 - (e) A rotary style fused main power door mounted disconnect switch shall be provided.
 - (f) Main power supply shall be terminated directly to the disconnect switch. The disconnect switch shall allow for connection of at least 8 AWG wires.
 - (g) The control panel light indicators shall be red for go/run and green for stop/standby.

- (h) An emergency stop push button with red knob shall be provided labeled "EMERGENCY STOP".
- (i) All relays, breakers, timers, transformers, and appurtenances required for manual and fully automatic operation shall be provided.
- (j) Fully automative sequencing shall be between the PLC and MSD's existing incinerator PLC.
- (k) Terminal blocks with number tabs and legend shall be provided for connection of all external wiring to the panels, excluding the main power supply connection. Control wiring terminal blocks shall be sized for 14 AWG copper wires. Terminal block shall be as manufactured by Allen Bradley.
- (l) All interior connecting wiring and wiring to terminals for external connection shall be in accordance with NFPA 79. Whereby, circuits rated to 10 Amps circuits are of 16 AWG, circuits rater to 15 Amps circuits are of 14 AWG, and circuits rated to 20 Amps circuits are of 12 AWG. All wiring shall be insulated for not less than 600 volts with a moisture and heat-resistant material and flame retardant nonmetallic covering. All wiring shall be heat shrink type with printed numbers. Hand written labels and or adhesive labels shall not be used.
- (m) All instruments and devices shall be separately fused to protect the equipment.
- (n) Auxiliary relays and timers shall have 120 VAC, 60 Hz continuous duty coils and 10 ampere, 120 VAC contacts.
- (o) The control panel shall be provided with Ethernet communication.
- (p) The programmable logic controller(s) shall provide for manual or fully automatic operation of the entire sand transport system.
- (q) At a minimum, the touch screen operator interface shall provide the following screens-manufacturers standard screens that do not include the following features must be modified to meet these specifications:
 - Graphic display of the entire sand conveying system.
 - Auto Process: To display equipment run status, timer countdown status, valve status, and sand levels.
 - Manual Operation: To allow access to manual control and function of individual system components.
 - Settings: Screen showing operator input settings and calculated auto process parameters. Allowing access to factory settings screens.
 - Factory setting screens to set conveyance rate and pneumatic pressures throughout the system.
 - Alarms: provide indication of the following alarms and their recommended corrective actions, output a general alarm dry contact, and sound an alarm horn and light an alarm beacon if any of the following alarms occur:
 - i. Emergency stop
 - ii. Power failure

- iii. Low silo level
 - iv. Low transporter air pressure
 - Totalizer: Screen to display re-settable cycle counter total, total sand consumed, and non re-settable continuous cycle counter.
- (r) The sand transport system control panel shall provide Ethernet for remote indication of all system parameters.
- (s) Selector switches shall be Allen Bradley, when supplied.
- (t) Control panel shall be fabricated using UL listed components and have a UL approval label.

E. Spare Parts

As a minimum, the following spare parts shall be provided:

- One (1) Air Opened Posi-Flate, or approved equal, valve for replacement in the material cut-off and air seal valves.
- Three (3) Superslik, or approved equal, 30-degree bends.
- One (1) pre-programmed Allen Bradley programmable controller.
- One (1) C-More 12" HMI.
- Two (2) 20-foot sticks of 3" carbon steel pneumatic conveyance line
- Three (3) Tuf-Lok heavy duty, self aligning, high end-pull ring grip type conveying line couplings, or approved equal

F. Start-Up

Provide services of a factory trained start-up and training technician for a minimum of two (2) days for installation inspection, system start-up, and operator training.

G. Warranty

The manufacturer shall provide guarantees that the equipment shall be warranted for a period of 1 year from the date of Substantial Completion and start up, to be free from defects in quality, design, or materials

BID PACKAGE REQUIREMENTS

All Bids must be provided the following information:

1. Cover Sheet stating the date of the quotation, the name, title, complete address, telephone number and email address of the person responsible for the bid written on Bidder's letterhead.
2. Statement of Compliance to the specifications and requirements of this bid package, and, if applicable, confirmation of receipt and acceptance of any amendments to this package. This can be included on the cover sheet.
3. Bidders Proposal
4. Bidders bid amount on the MSD supplied form.
5. Certificate of Insurance.
6. Non-Collusion Affidavit.
7. Bidders may supply any other information deemed by them to be necessary for a complete understanding of their quotation. However, this information must be included at the end of the bid package and may not be considered by MSD in the awarding of this contract.

Proposal

Date: _____

To: Metropolitan Sewerage District
Buncombe County, North Carolina
Asheville, North Carolina

Individual or Firm Name of Bidder

Ladies and/or Gentlemen:

In response to your request the undersigned Bidder submits the following proposal for constructing the proposed project described and specified in the attached documents titled:

Incinerator Sand Transport System, Project No. 2024036 (Equipment Purchase)

1. Bidder proposes and agrees, in event this proposal is accepted, to enter into a contract with the Metropolitan Sewerage District of Buncombe County, North Carolina (herein designated and referred to as the DISTRICT, in the form herein specified, to furnish all materials and equipment for the aforementioned improvements, all in complete accordance with the requirements of the attached contract documents and plans, to the entire satisfaction of the DISTRICT, at the lump sum prices we have inserted opposite each item of work listed in the accompanying "Schedule of Estimated Quantities and Bid Prices" and/or bid sheet, which is an integral part of this proposal.

2. Bidder hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into, that this proposal is made without connection with any other person, company or parties making a proposal, and that this proposal is in all respects fair and made in good faith without collusion or fraud.

3. Bidder further proposes and agrees, that, if awarded a contract for this project, he will commence with shop drawings immediately upon receiving a purchase order from the DISTRICT; that he will furnish all materials and equipment for the completion of the contract and will complete same, including all accepted alternates thereto, within the time stated below, and that on his failure to complete the work within such time he will pay to the DISTRICT for each calendar day that the work, or any part thereof remains uncompleted beyond such specified time, the amount specified, this payment to be made as liquidated damages.

Duration in calendar days from issuance of purchase order to delivery of shop drawings: 60 calendar days. The Bidder agrees to pay liquidated damages in the amount of \$300.00 per calendar day for each calendar day beyond the specified limit for submittal of shop drawings.

Duration in calendar days from issuance of approved shop drawings until delivery of the equipment to the project site: 120 calendar days. The Bidder agrees to pay liquidated damages in the amount of \$300.00 per calendar day for each calendar day beyond the specified limit for submittal of shop drawings.

4. Payment and compensation terms for the equipment shall be as follows:

20% - Due net thirty (30) days from receipt of invoice from vendor following approved shop drawings.

70% - Due net thirty (30) days from receipt of invoice upon delivery of the equipment to the project site.

10% - Retainage due net thirty (30) days from receipt of invoice after acceptance of the equipment's startup and commissioning.

Proposal

Individual or Firm Name of Bidder

By: _____

Title: _____

State License No. _____ Type: _____ Limit: _____ Expir. Date: _____

Bidder's Address: _____

Note: If the Bidder is a corporation give the following information:

State in which it is incorporated _____

Address of Principal Office _____

The Bidder acknowledges receipt of the following addenda:

No.	Date
_____	_____
_____	_____

SCHEDULE OF ESTIMATED QUANTITIES AND BID PRICES
INCINERATOR SAND TRANSPORT SYSTEM, PROJECT NO. 2024036
(EQUIPMENT PURCHASE ONLY)

METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY

ITEM NO.	DESCRIPTION	QTY	UNITS	TOTAL
1	INCINERATOR SAND TRANSPORT SYSTEM REPLACEMENT EQUIPMENT	1	LS	

TOTAL WRITTEN BID PRICE _____
and _____/100 dollars.

Section XV - Certificate of Insurance

DATE OF ISSUANCE

To the Metropolitan Sewerage District of Buncombe County, North Carolina. The subscribing insurance company certifies that insurance of the kinds and types and for limits of liability covering the work herein designated has been procured by and furnished on behalf of the insured contractor/vendor listed below:

NAME AND ADDRESS OF PRODUCER:	CERTIFICATE HOLDER: METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA 2028 RIVERSIDE DRIVE ASHEVILLE, NORTH CAROLINA 28804 TELEPHONE NO. (828) 254-9646
NAME AND ADDRESS OF INSURED:	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER "A":
	COMPANY LETTER "B":
	COMPANY LETTER "C":
	COMPANY LETTER "D":
	COMPANY LETTER "E":

Description of Work & Location Sand Transport System Equipment

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (IN THOUSANDS)
	GENERAL LIABILITY _ Commercial General Liability _ Claims Usage _ Occurrence _ Owner & Contractor Protective _ _____ _ _____				General Aggregate \$ 2,000 Products-Comp/Ops Aggregate \$ 1,000 Personal & Advertising Injury \$ 1,000 Each Occurrence \$ 1,000 Fire Damage (any one fire) \$ 50 Medical Expense (any one person) \$ 5
	AUTOMOBILE LIABILITY _ Any Auto _ All owned Autos _ Scheduled Autos _ Hired Autos _ Non-Owned Autos _ Garage Liability _ _____				Combine Single Limit \$ 1,000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$
	EXCESS LIABILITY _ Umbrella Form _ Other Than Umbrella Form				Each Occurrence \$ 1,000 Aggregate \$ 1,000
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY (North Carolina) (Each Accident) \$ 100 (Disease-Policy Limit) \$ 500 (Disease-Each Employee) \$ 100
	OTHER				

UNDER GENERAL LIABILITY POLICY OR POLICIES: Y N

1. Does property damage liability insurance shown include coverage for XC and U hazards? _____
2. Is occurrence basis coverage provided under property damage liability? _____
3. Does Personal Injury Liability Insurance include coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured? _____
4. Is coverage provided for Contractual Liability (including indemnification provision) assumed by insured? _____
5. The Metropolitan Sewerage District of Buncombe County, North Carolina is named as additionally insured? _____
6. Is Broad Form Property Damage Coverage provided for this project? _____

CANCELLATION / EXPIRATION: The subscribing company hereby agrees that thirty (30) days written notice shall be given to the Metropolitan Sewerage District of Buncombe County, North Carolina before any policy referred to herein is changed or canceled. In addition, immediate notice shall be given by the subscribing company to the Metropolitan Sewerage District of Buncombe County, North Carolina if any policy is not renewed by the insured.

Name of Insurance Company Authorized to do Business in North Carolina _____ Address _____

Signature of Authorized Representative _____ Date of Signature _____

Non-Collusion Affidavit Of Prime Bidder

State of North Carolina
County of Buncombe

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

- 1) He/She is President of _____ (Company/Corporation), that has submitted the attached bid for **Incinerator Sand Transport System, Project No. 2024036 (Equipment Purchase)**
- 2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in 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 such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Metropolitan Sewerage District of Buncombe County or any person interested in the proposed Contract; and
- 5) 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.

Signed: _____

Title: _____

Subscribed and sworn before me this the _____ day of _____, 2024.

Notary Public (Seal)

My Commission Expires: _____