

**RFP NUMBER 2016-01-4930F**

**For**

**REQUEST FOR PROPOSALS FOR  
INSTALLATION AND SERVICE OF  
PROPANE AUTOGAS INFRASTRUCTURE  
AND VEHICLE REFUELING SYSTEM**

**PROPOSALS DUE: No later than DECEMBER 4, 2015, 2:00 PM EST in hard copy.  
Electronic submissions via e-mail or fax will NOT be accepted.**

Information concerning this solicitation may be found at:

<http://www.maconnc.org/public-notices.html>

Questions should be directed in writing via e-mail to:

Kim Angel, Transit Director

[kangel@maconnc.org](mailto:kangel@maconnc.org)

**Submit Proposals to:**

**Lori Hall, Finance Director**

**Macon County Finance**

**Macon County Courthouse**

**5 W. Main St.**

**Franklin, NC 28734**

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## PROPOSAL LETTER

**(FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER AND PROPOSAL CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (“RFP”) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Macon County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Macon County (“County”).

It is understood and agreed that we have read the County’s specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such County specifications described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The County reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the County.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

### PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal (“Bidder”) for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Bidder

Authorized Signature for Bidder \_\_\_\_\_

Date: \_\_\_\_\_

Print/Type Name & Title: \_\_\_\_\_

Print/Type Bidder Firm Name Here \_\_\_\_\_

## SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	November 25, 2015
Deadline for Receipt of Written Questions.....	December 1, 2015 (3:00 pm)
Deadline for Posting of Written Answers to County’s Website.....	December 2, 2015 (3:00 pm)
RFP Response Due Date .....	December 4, 2015 (2:00 pm)

## PROJECT OVERVIEW

*General Information* – The County is seeking proposals from qualified contractors who will provide the following: 1) propane autogas fueling infrastructure only, OR 2) propane autogas fuel and propane autogas fueling infrastructure with no additional cost to the County for the infrastructure. This project would help the County meet its objectives to reduce emissions, improve the environment, reduce fuel costs, and use a fuel that is produced in the United States. Propane is used by over 18 million vehicles worldwide and has been classified as a clean, safe and efficient fuel. The Clean Air Act of 1991 designates propane as a qualified alternative fuel.

*Project Description* – Macon County intends to utilize a pilot program, which includes plans to convert a minimum of seven (7) vehicles, operated by Macon County Transit, to a bi-fuel fleet prior to June 30, 2016. Additional vehicles will be converted to bi-fuel as funds become available. The fleet may use approximately 24,000 gallons per year for the initial conversion of seven (7) vehicles. The quantity indicated is not a **guaranteed** maximum or minimum. Macon County shall not be obligated to purchase any specific quantity. It is the County's intent to contract with a vendor or vendors to provide equipment and installation services for the installation of refueling equipment and supply of propane autogas fuel (based on which option Macon County chooses).

## SECTION 1: RFP INSTRUCTIONS

### 1.1 Points of Contact

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From the date this Request for Proposal (the “RFP”) is issued until a Bidder is selected, **Bidders are not allowed to communicate with any unauthorized staff or elected officials of the County regarding this procurement.** Any unauthorized contact may disqualify the Bidder from further consideration.

Contact information for the points of contact is as follows:

Proposal Submittal: Lori Hall, Finance Director  
Address: 5 W. Main St.  
Franklin, NC 28734  
Telephone: 828-349-2027  
E-mail: [lhall@maconnc.org](mailto:lhall@maconnc.org)

Questions and Point of  
Contact regarding RFP: Kim Angel, Transit Director  
[kangel@maconnc.org](mailto:kangel@maconnc.org)

### 1.2 Required Review

1.2.1 **Review RFP:** Bidders should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the point of contact, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which may be discovered upon examination of this RFP.

1.2.2 **Addenda:** Macon County may revise this RFP by issuing an addendum prior to its opening. The addendum will be posted on the County’s website alongside the posting of the RFP at <http://www.maconnc.org/public-notice.html>. Addenda will become part of the proposal documents and subsequent contract. Bidders must sign and return any addendum with their RFP response. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, Macon County may postpone an opening in order to notify vendors and to give Bidders sufficient time to respond to the addendum.

1.2.3 **Form of Questions:** Bidders with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the point of contact referenced above on or before **3:00 pm, December 1, 2015**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.2.4 **Macon County’s Answers:** Macon County will provide by **3:00 pm, December 2, 2015**, an official written answer to all questions received within the period stipulated under *Section 1.2.3*. Macon County’s response will be in writing. Any other form of interpretation,

correction, or change to this RFP will not be binding upon Macon County. Any formal written addendum will be posted on the County's website alongside the posting of the RFP at <http://www.maconnc.org/public-notice.html> by the close of business on the date listed. Bidders must sign and return any addendum with their RFP response.

### 1.3 Pre-Proposal Conference

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A pre-proposal conference will not be conducted for this RFP.

### 1.4 Submitting a Sealed Proposal

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1.4.1 *Organization of Proposal:* Each proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Bidder's capabilities to satisfy the requirements of this RFP. Emphasis shall be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Bidders follow the format and instructions contained herein.

Bidders must organize their proposals in the following format:

1. Include two hard copies of the proposals. One copy must have original signatures, the second may be a photo copy of the original. Each section must be clearly labeled:  
**Section A:** Proposal letter signed by the person(s) with the authority to bind your firm and answer questions or provide clarification concerning submitted proposals.  
**Section B:** Firm Profile, Type of Organization, and History of the Firm  
**Section C:** Implementation Plan/Timeline  
**Section D:** Equipment Warranties  
**Section E:** Non-Collusion Affidavit  
**Section F:** E-Verify Affidavit  
**Section F:** Price Proposal Form  
**Section G:** References
2. Be typed on 8 1/2" by 11" paper
3. Include 2 hard copies (One must be an original) organized by Section.
4. Attach a USB drive to the Proposal that contains a Portable Document Format (pdf) of the complete signed proposal and the proposed costs.
5. Completely and accurately address the criteria found in this RFP
6. Deliver proposal response to the address on Page 1, in packages clearly marked "PROPANE AUTO GAS BID – TO BE OPENED DECEMBER 4, 2015 @ 2:00 PM". The name and address of the bidder must be plainly marked on the outside of each envelope.
7. Be received by 2:00 PM, on December 4, 2015.



1.4.2 *Failure to Comply with Instructions:* Bidders failing to comply with these instructions may be subject to ranking reductions. The County may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.5 *Late Submissions, Withdrawals, and Corrections:*

- A. **Late Proposal:** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Bidder's sole risk to assure delivery to the Purchasing Office by the designated time. Late proposals will not be opened and may be returned to the Bidder at the expense of the Bidder or destroyed if requested.
- B. **Proposal Withdrawal:** A Bidder requesting to withdraw its proposal prior to the RFP due date and time may submit a letter to the County requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.
- C. **Proposal Correction:** If an obvious clerical error is discovered after the proposal has been opened, the Bidder may submit a letter to the County within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Bidder must present clear and convincing evidence that an unintentional error was made. The County will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

1.5 Bidder's Certification

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1.5.1 *Understanding of Specifications and Requirements:* By submitting a response to this RFP, Bidder agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.2 *Bidder's Signature:* All signatures required in the proposal on behalf on a Bidder must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Bidder's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude Macon County from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.3 *Offer in Effect for 120 Days:* A proposal may not be corrected, withdrawn, or canceled by the Bidder for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Bidder so agrees in submitting the proposal.

## 1.6 Cost of Preparing a Proposal

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- 1.6.1 *Macon County Not Responsible for Preparation Costs:* The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by Macon County are entirely the responsibility of the Bidder. Macon County is not liable for any expense incurred by the Bidder in the preparation and presentation of its proposal.
- 1.6.2 *All Timely Submitted Materials Become Macon County's Property:* All materials submitted in response to this RFP become the property of Macon County and are to be appended to any formal documentation, which would further define or expand any contractual relationship between Macon County and the Bidder resulting from this RFP process.

## SECTION 2: RFP RECEIPT AND EVALUATION PROCESS

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### 2.1. Authority

- 2.1.1 *Initial Classification of Proposals as Responsive or Nonresponsive:* All proposals will initially be classified as either “responsive” or “nonresponsive”. Proposals may be found nonresponsive at any time during the evaluation process or negotiations if: any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. Proposals found nonresponsive may not be considered further.
- 2.1.2 *Determination of Responsibility:* The County will determine whether a Bidder has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If a Bidder is found non-responsible, the determination must be in writing and made a part of the procurement file.
- 2.1.3 *Evaluation of Proposals:* The Evaluation Committee will evaluate the remaining proposals and recommend that the Macon County Board of Commissioners shall award the contract, if any, to the lowest responsible bidder or bidders, taking into consideration quality, performance, and time specified in the proposal for the performance of the contract.
- 2.1.4 *Completeness of Proposals:* Selection and award will be based on the Bidder's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

- 2.1.5 *Contract Award*: Award of the contract, if any, shall be made to the lowest responsible bidder or bidders, taking into consideration quality, performance, and the time specified in the proposals for the performance of the contract.

## 2.2 Macon County's Rights Reserved

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While Macon County has every intention to make an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by Macon County to award and execute a contract. Upon a determination such actions would be in its best interest, Macon County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP at any time. A notice of cancellation will be issued on the Macon County website. If the RFP is cancelled, Macon County will not reimburse any Bidder for the preparation of its proposal.
- Reject any or all proposals received in response to this RFP or make a contract award based directly on the proposals received in accordance with law.
- Not award if it is in the best interest of Macon County; or

## SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

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### 3.1 County's Intent

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3.1.1. *General Information* – Macon County is seeking proposals from qualified bidders who will provide all or part of the following: propane autogas fueling infrastructure and/or propane autogas fuel. This project would help the County meet its objectives to reduce emissions, improve the environment, reduce fuel costs, and use a fuel that is produced in the United States. Propane is used by over 18 million vehicles worldwide and has been classified as a clean, safe and efficient fuel. The Clean Air Act of 1991 designates propane as a qualified alternative fuel.

3.1.2. *Project Description* – Macon County intends to utilize a pilot program, which includes plans to convert a minimum of seven (7) vehicles, operated by Macon County Transit, to a bi-fuel fleet prior to June 30, 2016. Additional vehicles will be converted to bi-fuel as funds become available. The fleet may use approximately 24,000 gallons per year for the initial conversion of seven (7) vehicles. The quantity indicated is not a **guaranteed** maximum or minimum. Macon County shall not be obligated to purchase any specific quantity. It is the County's intent to contract with a vendor or vendors to provide equipment and installation services for the installation of refueling equipment and supply of propane autogas fuel.

### 3.1.3. *Scope of Work*

1. Bidders have the option to bid on either Option 1 or Option 2. There is no requirement to bid on both options. Bidders may bid on both options in one bid proposal by including pricing for both options on the price proposal form.
2. **Purchase of Fueling Station & Tank Infrastructure Only (Option 1):** The awarded contractor shall provide complete, on-site propane refueling equipment infrastructure to fuel bi-fuel propane vehicles, including fuel dispensing station and a 1,000 gallon autogas propane tank. Except for vehicle crash protection and electrical, the contractor will be responsible for furnishing all labor, tools, materials and training for installing all the necessary required parts and components for this particular project, including any sub-contractors required to complete the project. Equipment installation and refueling site shall meet the requirements of NFPA #58. The contract term, under option 1 is until completion for the refueling system.
3. **Purchase of Propane AutoGas with Infrastructure Included (Option 2):** The awarded contractor shall provide propane autogas on-site. The awarded contractor must provide a competitive pricing structure for Propane Autogas based on a fixed margin over the BPN for Apex NC for the entire length of the contract. The awarded

contractor shall also, at no additional cost to the County, provide complete, on-site propane refueling equipment infrastructure, to fuel bi-fuel propane vehicles, including fuel dispensing station and a 1,000 gallon autogas propane tank. Except for vehicle crash protection and electrical, the contractor will be responsible for furnishing all labor, tools, materials and training for installing all the necessary required parts and components for this particular project, including any sub-contractors required to complete the project. Equipment installation and refueling site shall meet the requirements of NFPA #58. The contract term under Option 2, for the supply of propane autogas, is for three (3) years with two (2) one (1) year renewal options at the option of Macon County.

The following terms shall apply to both Option 1 and Option 2 setforth above:

4. **Fuel Management System:** The awarded contractor will have the software ability/capability of tying into Macon County's existing fuel management system, WEX Fleet Management. If this is not included in equipment pricing, it must be included in the cost proposal.
5. **Training:** The awarded contractor, at its sole expense, shall supply safety training on the proper handling of propane and the refueling of vehicles to Macon County Transit personnel initially and for the period of the contract as well as contract extensions, after the installation of the equipment.
6. **Emergency Contact:** The awarded contractor must have a live (7 day/ 24 hour) answering service for emergencies.
7. **Emergency Response:** The awarded contractor must be able to respond to an emergency situation (gas leak, vehicle pull away, etc.) within 3 hours.
8. **Permits & Fees:** The awarded contractor is responsible for compliance with all applicable local, state and federal laws, including state and local permits, licenses and fees.
9. **Timeline:** The awarded contractor shall provide the County with a plan and timeline for installation of required on-site propane refueling equipment as outlined in the specifications, not to exceed 120 days until completion.

## SECTION 4: TERMS AND CONDITIONS

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Macon County's Terms and Conditions are set forth below. Bidders should notify Macon County of any Terms and Conditions that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Bidder's RFP response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. Macon County reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-ranking Bidder at the time of contract negotiation.

#### 4.1 Additional Contract Provisions and Terms

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This RFP, including all RFP documents and any addenda, the Bidder's proposal, and any clarification question responses, shall be included as part of the final contract. In the event of a dispute as to the duties and responsibilities of the parties under the contract, the contract, along with any attachments prepared by Macon County, will govern in the same order of precedence as listed in the contract.

#### 4.2 Performance Prior to Contract Execution

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The awarded contractor shall not begin performance of the project prior to the execution of a formal written contract by Macon County and the Contractor. Any Contractor beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Contractor's risk, and shall not be entitled to any compensation for such performance. In addition, Macon County reserves the right to withdraw or cancel the award of the proposal.

#### 4.3 Subcontractors

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The successful Bidder will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. Macon County reserves the right to approve all subcontractors. The Contractor shall be responsible to Macon County for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this RFP shall create any contractual relationships between any subcontractor and Macon County.

#### 4.4 Bonding Requirements

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No bonds are required for this RFP.

#### 4.5 General Insurance Requirements

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The Contractor shall provide Macon County with Proof of Liability Insurance in at least the amount of \$1,000,000, upon contract signing. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the Macon County representative named in the contract. A renewal policy or certificate shall be delivered to Macon County at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to Macon County as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to Macon County, the Contractor shall deliver to the Macon County representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the Macon County is an additionally insured.

#### 4.6 Compliance with Workers' Compensation Act

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The Contractor is required to supply Macon County with proof of compliance with the Workers' Compensation Act while performing work for Macon County. Neither the Contractor nor its employees are employees of Macon County.

#### 4.7 Compliance with Illegal Immigration Reform and Enforcement Act

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*E-Verify Program:* Macon County is committed to compliance with federal and state laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if the contractor provides the services to Macon County utilizing a subcontractor, the contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes as well. The contractor shall verify, by affidavit, compliance of the terms of this section. Bidders shall include a fully executed E-Verify (Contractor's) Affidavit as part of its proposal.

#### 4.8 Compliance with Laws

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The Bidder must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Bidder subjects subcontractors to the same provision. The Bidder agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed,

political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

4.9 Substitutions and Change Orders

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NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the County Manager. Where specific employees are proposed by the Bidder for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless Macon County agrees to a replacement. Requests for any substitution will be reviewed and may be approved by Macon County at its sole discretion. Verbal agreements to the contrary will not be recognized.

4.10 Invoicing and Payment

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Macon County agrees to pay the Bidder in current funds for the performance of the contract subject to additions and deductions as provided in the General Conditions of the contract. Upon completion of work and acceptance of the items, the Bidder shall submit an invoice detailing the appropriate charges as currently allowed.

Contractor shall provide unto Macon County all sales tax and other tax information for items purchased by it or use in connection with contracts resulting from these proposals.

Invoices shall be submitted to:

Macon County Transit  
Attn: Kim Angel, Transit Director  
[kangel@maconnc.org](mailto:kangel@maconnc.org)  
36 Pannell Ln.  
Franklin, NC 28734

Upon receipt of invoice and inspection and acceptance of the project work, Macon County will render payment. All such invoices will be paid within thirty (30) days by Macon County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

4.11 Miscellaneous

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In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery address is: **36 Pannell Ln, Franklin, NC 28734**



No freight or postage charges will be paid by Macon County unless such charges are included and accepted in the bid price and awarded by contract. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the project site.

**REQUIRED FORMS**

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## NON-COLLUSION AFFIDAVIT

State of North Carolina  
County of Macon

1. The signer of this document is the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Company), who is the respondent that has submitted the attached bid response.
  
2. The undersigned person is fully informed concerning the preparation and contents of the attached response and of all pertinent circumstances related to it, and is authorized to sign this affidavit. This affidavit is given under penalty of perjury as provided by law.
  
3. Such bid response is genuine and is not collusive or sham in anyway whatsoever.
  
4. Neither the person responding nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the signer of this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit collusive or submit a sham response in connection with the contract for which the attached response has been submitted or to refrain from responding 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 responder, firm or person to fix the price or prices in the attached response or of any other responder, or to fix any overhead, profit, or cost to secure through collusion, conspiracy, connivance or unlawful agreement and advantage against Macon County or any person interested in the proposed contract.
  
5. The price or prices quoted in the attached response are fair and proper and are not derived by any collusion, conspiracy, connivance or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest.

\_\_\_\_\_  
Signature of Officer (Seal)

Subscribed and sworn to before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public \_\_\_\_\_

My Commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF MACON

**AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES**

I, \_\_\_\_\_ (hereinafter the "Affiant"), duly authorized by and on behalf of \_\_\_\_\_ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the \_\_\_\_\_ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. 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.
3.  Employer employs 25 or employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep Macon County informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

Ruther this affiant sayeth not.

This is the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Affiant

STATE OF \_\_\_\_\_  
COUNT Y OF \_\_\_\_\_

Sworn to and subscribed before me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public [SEAL]

My commission expires: \_\_\_\_\_

## PRICE PROPOSAL FORM

(This form must accompany your bid)

<b>Option 1: Purchase of Fueling Station &amp; Tank Infrastructure Only</b>	<b>Bid Amount</b>
Refueling Station (including all parts, supplies, installation and labor)	\$ _____
1,000-gallon Propane Tank (including all supplies, installation, and labor)	\$ _____
Additional Cost: (describe)	\$ _____
<b>TOTAL FOR OPTION 1</b>	<b>\$ _____</b>

<b>Option 2: Purchase of Propane AutoGas with Infrastructure Included</b>	<b>Bid Amount</b>
<b>FUEL PRICE -</b> Enter the proposed fixed margin rate over the BPN for Apex NC This margin will remain the same for the entire length of the contract	\$ _____
Additional Cost: (describe)	\$ _____
<b>TOTAL FOR OPTION 2</b>	<b>\$ _____</b>

The undersigned certifies that he or she offers to furnish materials in strict accordance with the requirements of this bid including the Terms and Conditions, Specifications, and Bid Form. This bid may not be withdrawn for a period of 120 days from the due date noted above.

**WARRANTY INFORMATION**

Details: \_\_\_\_\_  
\_\_\_\_\_

**BIDDER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_