

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter “Union,” and BLOSSMAN GAS OF NORTH CAROLINA, INC., a North Carolina corporation, whose address is 6109 Wilkinson Blvd., Belmont, NC 28012, hereinafter “Contractor.”

W I T N E S S E T H

WHEREAS, Contractor is a supplier of certain propane gas, hereinafter referred to as “Goods;” and

WHEREAS, Union desires to purchase such Goods from Contractor on an as-needed basis, along with related components to allow for distribution of the Goods from Union’s facility; and

WHEREAS, Contractor is willing to provide such Goods to Union as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. GOODS PROVIDED. Contractor agrees to provide the Goods in accordance with the specifications in the attached Specifications. Contractor shall provide the Goods at a minimum of weekly, or more frequently on an as-needed basis, upon request by Union for such Goods. Contractor shall ensure the propane tank does not go empty throughout the term of this Agreement. For orders above and beyond the required weekly deliveries, Union shall provide a purchase order number to Contractor prior to any Goods being delivered. Contractor shall not be required to provide installation services pursuant to this Agreement. Union does not guarantee the purchase of any minimum amount of Goods pursuant to this Agreement.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor for purchase of the Goods in accordance with the attached “Appendix A – Bid Form.” Contractor shall invoice Union for Goods after each delivery has been completed pursuant to Section 1 herein. If applicable pursuant to Section 1 herein, Contractor’s invoice must reference the purchase order number issued by Union. Payment is due within thirty (30) days of receipt of an accurate invoice by Union’s Finance Department. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

If the Agreement is renewed for additional terms in accordance with Section 4 herein, at the beginning of each Renewal Term, Contractor may adjust the prices listed in Appendix A by multiplying unit price effective the previous term by the quotient of the All Urban Consumers Price Index (CPI-U) (South Region), Other Goods and Services with the Index Period of 2024-2028 as published by the Bureau of Labor Statistics, United States Department of Labor, in effect 90 days prior to the commencement date of the new renewal term, divided by such CPI-U in effect for the same month one year prior to such renewal term commencement date. In no

event, however, shall any unit price increase by more than 5% from one term to the next. Contractor must make a written request for an increase in the unit pricing within thirty (30) days from the date of Union's notice to exercise its option to renew the Agreement.

3. DELIVERY SCHEDULE. Contractor shall ship requested Goods described in Section 1 herein FOB destination, Freight Prepaid. Delivery of Goods requested by Union outside of the required weekly delivery schedule shall be made within twenty-four (24) hours of Contractor's receipt of Union's order.

4. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of two (2) years (the "Initial Term"). Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to three (3) additional one-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, with or without cause, by notification to Contractor in writing. In the event of termination without cause, Contractor shall be paid for Goods delivered to the date of notification of termination by Union.

5. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

6. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

7. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that

Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. FEDERAL REQUIREMENTS. This Agreement shall be financed, in part, by grants provided under the Federal Transit Act, as amended. References include, but are not limited to, the Master Agreement, FTA MA (14) dated October 1, 2013; FTA Circular 4220.1F dated November 1, 2008, as subsequently amended; "Best Practices Procurement & Lessons Learned Manual," updated October 2016; and 49 CFR Part 18 (State and Local Government) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-profit Organizations), and any subsequent amendments or revisions thereto. The Contractor shall at all times comply with applicable Federal Transit Administration (FTA) regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between Union and the FTA, as they may be amended or promulgated

from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

A. Disadvantaged Business Enterprises. The newest version of the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

- i. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs* and with Section 1101(b) of SAFETEA-LU, 23 U.S.C. §101. The NC Department of Transportation Public Transportation Division's overall goal for DBE participation is 4.31%. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the term of this Agreement.
- ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the Contractor to carry out these requirements is a material breach of this Agreement which may result in termination of this Agreement, or such other remedy as Union deems appropriate. If Contractor is authorized to execute a subcontract for this Agreement, such subcontract shall include the assurance in this paragraph.
- iii. If Contractor is authorized to subcontract goods or services provided under this Agreement, Contractor shall pay all subcontractors within thirty (30) days after receipt of payment from Union for services or goods provided by such subcontractors.
- iv. Contractor shall notify Union whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and the Contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of Union.

B. Civil Rights

- i. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. The Contractor and all lower tiers, if the Contractor is authorized to subcontract, shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

- ii. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken pursuant to the Agreement.
- iii. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.
- iv. Access for Individuals with Disabilities. The Contractor agrees to comply

with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- a. U.S. DOT regulations “Transportation Services for Individuals with Disabilities (ADA)” 49 C.F.R. Part 37;
- b. U.S. DOT regulations “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
- c. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- d. U.S. DOJ regulations “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- e. U.S. DOJ regulations “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.” 28 C.F.R. Part 36;
- f. U.S. GSA regulations “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- g. U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- h. U.S. Federal Communications Commission regulations “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 49 C.F.R. Part 64, Subpart F;
- i. U.S. Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards.” 36 C.F.R. Part 1194;
- j. FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and

- k. Federal civil rights and nondiscrimination directives implementing the foregoing regulations.
 - v. Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005.
 - vi. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.
 - vii. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any amendments to these laws.
 - viii. Other Nondiscrimination Statutes. The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Agreement.
 - ix. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- C. Environmental Protection. The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended 42 U.S.C. subsection 4321 *et seq.* in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 *Fed. Reg.* 7629, Feb. 16, 1994, FTA statutory requirements on environmental matters at 49 U.S.C. section 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.* and joint FHWA FTA regulations, "environmental Impact and Related procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision-making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA final guidance,

“SAFETEA-LU Environmental Review Process (Public Law 109-59), “ 71 Fed. Reg. 66576 et seq. November 15, 2006 and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

- D. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 *et seq.*
- E. Cargo Preference. 46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform Union, so that additional requirements and clauses may be attached to this Agreement.
- F. Fly America. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301- 10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- G. Debarment and Suspensions. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- H. Recycled Products. The Recycled Products requirement applies to all contracts for items designated by the EPA, when Union or Contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was

\$10,000. These requirements flow down to all to all contractor and subcontractor tiers.

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. These items include:

Paper and paper products, excluding building and construction paper grades.

Vehicular products:

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils;
- (b) Tires, excluding airplane tires;
- (c) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.
- (d) Rebuilt vehicular parts.

Construction products:

- (a) Building insulation products, including the following items:
 - (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;
 - (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);
 - (3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
 - (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.
- (b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).
- (c) Cement and concrete, including concrete products such as pipe and block containing:
 - (1) Coal fly ash;
 - (2) Ground granulated blast furnace slag (GGBF);
 - (3) Cenospheres; or
 - (4) Silica fume from silicon and ferrosilicon metal production.
- (d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.
- (e) Floor tiles and patio blocks containing recovered rubber or plastic.
- (f) Shower and restroom dividers/partitions containing recovered plastic or steel.
- (g) (1) Consolidated latex paint used for covering graffiti; and

- (2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.
- (h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.
- (i) Flowable fill containing coal fly ash and/or ferrous foundry sands.
- (j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.
- (k) Modular threshold ramps containing recovered steel, rubber, or aluminum.
- (l) Nonpressure pipe containing recovered steel, plastic, or cement.
- (m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

Transportation products:

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

Miscellaneous products:

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.
(2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.
- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

Park and recreation products:

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

Landscaping products:

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/or food

waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.

- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

Non-paper office products:

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

I. No Federal Government Obligations to Third Parties. Union and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to Union, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement. The Contractor agrees to include the preceding clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

J. False or Fraudulent Statements or Claims.

- i. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Agreement. Accordingly, upon execution of the Agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission,

or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

- ii. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement involving a project authorized under 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.
- iii. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

K. Access to Records and Reports. The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after that date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

L. Incorporation of FTA Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as

set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Union requests which would cause Union to be in violation of the FTA terms and conditions.

- M. Seat Belt Usage. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U.S.C. § 402, the Contractor is encouraged to adopt on the job seat belt use policies and programs for its employees when operating company owned, rented, or personally operated vehicles and include this provision in any third party subcontracts entered into under this Agreement.
- N. Exclusionary or Discriminatory Specifications. The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Agreement to support procurements using exclusionary or discriminatory specifications.
- O. Metric System. To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Agreement activities as may be required by 49 U.S.C. Sect. 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect. 205a; and other regulations, guidelines and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

18. **BREACH OF CONTRACT**. If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the Agreement, or fails to perform within the provisions of the Agreement, the Agreement may be terminated by reason of default or breach. A written notice of default or breach of contract shall be presented to the Contractor within three (3) working days of such failure. The Contractor will only be paid the contract price for equipment, supplies, or services delivered and accepted in accordance with the requirements set forth in the contract. If it is determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Union, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience. Union, in its sole discretion, may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions. If Contractor fails to remedy to Union's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within twenty (20) days after written notice from Union setting forth the nature of said breach or default, Union shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Union from also pursuing all available remedies against Contractor and its sureties for said breach or default.

19. RESOLUTION OF DISPUTES. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Union and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions promulgated pursuant to N.C. Gen. Stat. § 7A-38.1, or any successive statutory alternative dispute resolution rules or requirements. A request for mediation shall be filed in writing with the other party to this Agreement. The mediator must be certified by, and in good standing with, the North Carolina Dispute Resolution Commission. The parties agree to split the mediator's fee and any filing fees equally and to pay such fees promptly on demand. The mediation shall be held in Union County, North Carolina, unless the parties and mediator mutually agree on another location. The parties agree that if there is no resolution of a dispute satisfactory to both parties pursuant to the mediation procedure outlined in this Section within sixty (60) days after the request for mediation is filed with the other party, the next step in the dispute resolution process, and the binding method of dispute resolution, shall be litigation in a the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina.

20. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

21. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

22. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

23. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

BY: _____(SEAL)
Brian W. Matthews, County Manager

BLOSSMAN GAS OF NORTH CAROLINA,
INC.

BY: _____(SEAL)

Approved as to Legal Form CAM

This instrument has been preaudited in the manner required by
The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Exhibit A
Insurance Requirements

I. BASIC INSURANCE REQUIREMENTS. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. **WORKERS' COMPENSATION**
Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000	Combined Single Limit - Any Auto
-------------	----------------------------------

D. **POLLUTION LIABILITY INSURANCE**

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

II. ADDITIONAL INSURANCE REQUIREMENTS.

A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: Transportation
 - Contract #: 9365
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
 - Union County
 - Attention: Risk Manager
 - 500 North Main Street
 - Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

10 APPENDIX A – BID FORM

IFB No. 2025-012 Transportation Propane Pump and Fueling System

SUBMIT WITH BID

Company Name: Blossman Gas

Bidder agrees to perform all work described in the Bidding Documents for the unit prices set forth in the Bid tabulation. Each Bidder must acknowledge that subcontractors are only to be used with the express written permission of Union County. The pricing shall include all costs to the contractor including, without limitation, fuel, travel, transport, hauling, permits, overhead, profit, taxes, insurance, lube, and service requirements, etc. as described in this solicitation. Bidder acknowledges that quantities are approximate only and are given as the basis for comparison of Bids.

This Bid form must be completed in its entirety, signed by an executive of the company that has authority to contract with Union County, NC, and submitted with bid. Failure to complete the following form shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.

Description	Cost per Gallon	Unit/Day/ Gallons	Total Cost
1000-gallon propane tank with a data management program that can provide real-time information on propane levels. The tank must include a dispensing system and all required equipment including but not limited to tanks, cylinders, racks, pumps, scales, hoses, filters etc. <i>The contractor will retain ownership of propane tank, data management program and equipment.</i>		1 Unit	\$0 ⁰⁰
Training and refresher training for staff.		1 Day	\$0 ⁰⁰
Propane Fuel - Enter the proposed fixed rate over the BPN for Union County NC. This rate will remain the same for the initial contract term of 2 years.	\$1.199	24,000 Gallons	\$35,976 ⁰⁰
Total Bid:			\$35,976⁰⁰

Provide the Following Information

Alternative site with same or similar capabilities for refueling within 10 miles from main refueling location.

Union Co Schools

Bob-tail refueling Yes No

optional: as needed

APPENDIX A – BID FORM (CONTINUED)

Bid Package Checklist

Appendix A - Bid Form (signed)

Appendix B - Bid Submission Form (signed)

Appendix C - Addendum and Anti-Collusion form (signed)

Appendix D – FTA Forms – As applies to bid.

Evidence of authority to do business in the State of North Carolina

Project References

Proposed Subcontractor(s) List

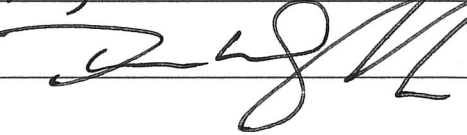
Representative Name:

Darrin Shaffer

Representative Title:

Regional Vice President

Representative Signature:




11 APPENDIX B – BID SUBMISSION FORM

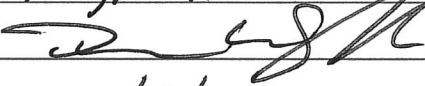
IFB No. 2025-012 Transportation Propane Pump and Fueling System

SUBMIT WITH BID

This Bid is submitted by:

Company Legal Name: Blossman Gas
Representative Name: Darrin Shaffer
Representative Signature: 
Representative Title: Regional Vice President
Address: 6109 Wilkinson Blvd
City/State/Zip: Belmont, NC 28012
Email Address: dshaffer@blossmangas.com
Phone Number: 336-300-0897
Website Address: www.blossmangas.com

It is understood that Union County reserves the right to reject any and all Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 120 calendar days from the Bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: Darrin Shaffer
Title: Regional Vice President
Signature: 
Date: 11/8/24

12 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM


IFB No. 2025-012 Transportation Propane Pump and Fueling System

SUBMIT WITH BID

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or <https://evp.nc.gov>. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
<u>1-IFB-2025-012</u>	<u>11/5/24</u>
_____	_____
_____	_____
_____	_____

I certify that this Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: Blossmen Gas
Name: Darin Sheffer
Title: Regional Vice President
Email Address: dshaffer@blossmengas.com
Signature: 
Date: 11/8/24

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids exceeding \$250,000.)

The undersigned Darrin Sheffer certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$250,000 for each such failure.

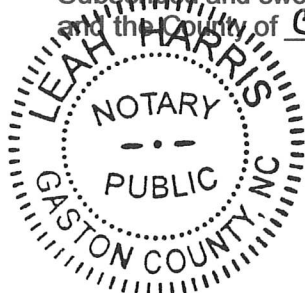
[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, Darrin Sheffer, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 et seq., apply to this certification and disclosure, if any.

11/8/24
Date

[Signature]
Signature of Contractor's Authorized Official
Darrin Sheffer Regional Vice President
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this 8 day of November, 2024 in the State of North Carolina and the County of Gaston.



Notary Public [Signature]
My Appointment Expires 05/02/2029

ATTACHMENT B

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids exceeding \$250,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

DATE 11/01/24
SIGNATURE [Signature]
COMPANY Blossman Co
NAME Darrin Sheffer
TITLE Regional Vice President

State of North Carolina

County of Gaston

Subscribed and sworn to before me this 8 day of November, 2024

Notary Public [Signature]

My Appointment Expires 05/02/2029



ATTACHMENT C

CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

N/A

(To be submitted with all bids exceeding \$250,000. A bid, which does not include this certification or the certification under Attachment B, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulation in 49 CFR Part 661.7.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The lower tier participant (Bidder/Contractor), Blossman Gas, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE [Signature]
 TITLE Regional Vice President
 COMPANY Blossman Gas
 DATE 11/8/24

State of North Carolina

County of Gaston

Subscribed and sworn to before me this 8 day of November, 2024

Notary Public [Signature]

My Appointment Expires 05/02/2029



ATTACHMENT E

STATE OF NORTH CAROLINA
COUNTY OF Gaston

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES
(To be submitted with all bids)

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

1. I am the Vice President (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 more 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 the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This 8th day of November, 2024.

[Signature]
Signature of Affiant
Darrin Sheffer RVP
Printed Name and Title

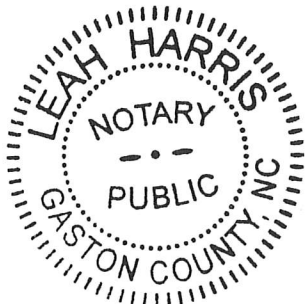
State of North Carolina

County of Gaston

Subscribed and sworn to before me this 8 day of November, 2024

Notary Public [Signature]

My Appointment Expires 05/02/2029



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Specifications

5 BACKGROUND

Union County Transportation is moving towards reducing our carbon imprint on the County. To do this we are converting our vehicles to Bi-Fuel (gas/propane). Converting our vehicles will also be a cost-effective alternative for our operations. With the conversion of our vehicles, we will need to add one propane pump at our facility to fuel our vehicles with the option to add two more in the county. We currently have 6 vehicles converted with another 8 planned for 2025. We will continue to convert our vehicles each year as we replace vehicles that have met useful life.

6 SCOPE

The successful contractor must adhere to and/or provide the following:

- (1) 1000-gallon propane tank with a data management program that can provide real-time information on propane levels. The tank must include a dispensing system and all required equipment including but not limited to tanks, cylinders, racks, pumps, scales, hoses, filters, etc. ***The awarded Contractor will retain ownership of the propane tank, data management program and equipment.***
- The pump must record the vehicle number, mileage, date and time, name of driver, and amount of fuel.
- Emergency Options:
 - First alternative site with same or similar capabilities for refueling within 10 miles from main refueling location.
 - Bob-tail refueling as an emergency option.
- Propane gas delivery.
- Fuel Branch/Office within 1 hour of the designated site.
- Emergency contacts from local Branch.
- Maintenance for the propane tank, dispensing system and all required equipment at no additional charge.
- Provide the required service and maintenance for propane infrastructure in a timely manner.
- Training and refresher training to the staff.
- Estimated usage of 24,000 gallons per year with a 20% variance up or down.

6.1 PROPANE DELIVERY REQUIREMENTS

Service must be prompt and dependable. The fuel contractor will be responsible for ongoing management, including:

- All deliveries shall conform in every respect with all applicable laws of the State of North Carolina and/or Federal law and/or the County.
- Monitoring fuel levels and providing auto-replenish orders and delivery.
- Providing an emergency means of fueling vehicles should a site be down for more than two (2) consecutive days.
- Bidder will provide Union County with a 30 minute notification prior to driver delivery.
- All deliveries shall be guaranteed within twenty-four (24) hours of receipt of order or notification.
- Deliveries are to be made by metered trucks and delivery slips shall be stamped by the metering device indicating the amount of proact delivered at each delivery.

- Deliveries shall be made between the hours of 8:00 am and 5:00 pm, Monday thru Friday, excluding holidays.
- Deliveries shall be made to the Union County Progress Building, 1407 Airport Road, Monroe, NC 28110.
- Weekly delivery will be required for the duration of the contract.
- Bids shall include all delivery and/or freight charges to the address specified in this document. No additional freight shall be charged at time of delivery. Risk of loss and/or damage shall be upon the contractor until such time as goods have been physically delivered and received by the County.

6.2 ESTIMATED QUANTITIES

Union County currently operates approximately 6 propane vehicles with an estimated propane usage of 24,000 gallons. The amount estimated could change as routes change and additional propane vehicles are added to inventory.

The quantities listed are for the purpose of determining the low bid. It is not a guarantee of actual usage and is not meant to hold the County to a specific consumption. Actual usage required on the contract may be higher or lower than the number of gallons stated.

7 SPECIFICATIONS

7.1 PROPANE

The successful contractor must provide the following:

1. Best quality Propane.
2. All Propane's shall conform to regulations, which set certain specifications on fossil fuels, which may be burned within the State of North Carolina. Contractor must state the producer of fuel it intends to furnish, together with a certified statement of its analysis.
3. The contractor shall make deliveries of Propane, as directed and ordered into a propane tank at the specified locations. All goods must be delivered in first class condition. Deliveries found otherwise are subject to rejection and replacement. All dispensing equipment shall be in good repair to make deliveries without leaking propane at the points of delivery.
4. The Propane delivered hereunder may be regularly and continuously sampled or parts thereof may be sampled, as the County or their designee may elect. Samples may be collected, prepared, and analyzed by representatives of the County in accordance with methods adopted by the American Society for Testing Materials (ASTM).

7.2 MAINTENANCE

- Contractor must provide propane (Autogas) dispenser maintenance at least twice annually to ensure dispensing equipment is operating safely, efficiently, leak-free, and meets or exceeds all regulatory requirements. Maintenance is to be performed on all Autogas dispensers. Contractor is to provide this maintenance at no additional cost to the County and ensure that it is completed in a timely manner.

- Contractor must keep a minimum of one (1) compatible pump and one (1) compatible motor in stock at all times to ensure a quick replacement of pumps or motors as needed to keep the Autogas dispensers operational.
- Contractor must be able to provide this service themselves, not subcontract, and be able to be onsite within 4 hours.

7.3 TRAINING & SAFETY

- Contractor must provide onsite training to County employees on the proper handling of propane and the refueling of propane (Autogas) vehicles. Training must be documented, and refresher training must be offered twice annually as well as upon request from the County.

7.4 CUSTOMER SERVICE AND SUPPORT

- Contractor must be able to provide emergency service within 24 hours of notice by the County for all propane dispensing equipment.
- Contractor must have a live 24/7 answering service with trained on-call gas and service specialists available for response to all emergency service requests.
- Contractor will provide a single point of contact to handle all communications, conflict resolutions, billing issues, fueling issues, and data management functions. It is highly preferred for the contact person to have knowledge of vehicle conversion programs for new and existing vehicles. For example, support of new vehicle platforms, EPA certifications, warranty, and technical support for conversion systems. The point of contact must also be able to provide emergency contacts from the local branch and other departments servicing the County's account
- Contractor should provide regular vehicle emissions reductions data to the County detailing the actual impact of running Autogas in fleet vehicles.

7.5 DEVIATIONS

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise, it will be considered that products offered will be in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by Union County that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

7.6 REFERENCES

Provide with bid a list of project references to include name of company, contact name, phone number and email address, name of project.