

# Statewide Term Contract

## 405E - Emergency Source Fuels

<b>Bid Number</b>	201501141
<b>Contract Name</b>	Emergency Source Fuels
<b>Effective Dates</b>	March 1, 2016, through December 31, 2025
<b>Awarded Vendor and Contact</b>	<b>Macro Companies Inc.</b> <a href="#">Clyde Guilbeau</a>   (337) 839-5000 ext. 1108   (337) 319-2926   (337) 839-5006 (fax)
<b>Contract Covers</b>	<p>This contract is intended to cover the state's emergency requirements for fuels for use by state agencies noted herein during events when there is an interruption in the pipeline supply or other disruption that affects the supply of fuels into the state of North Carolina. The following fuel types are covered by this contract and will be supplied by sources other than pipeline:</p> <ul style="list-style-type: none"> <li>• E-10</li> <li>• Ultra-Low Sulfur Diesel #2 Un-Dyed</li> <li>• Propane</li> <li>• #6 Residual Fuel Oil</li> <li>• Kerosene</li> <li>• Aviation Gasoline</li> <li>• Jet A Fuel</li> <li>• Other</li> </ul> <p>In cases of pipeline interruption, the participating agency will be obligated to contact vendors under the existing statewide term contracts:</p> <ul style="list-style-type: none"> <li>• <a href="#">405A - Propane</a></li> <li>• <a href="#">405B - Diesel</a></li> <li>• <a href="#">405C - Gasohol</a></li> <li>• <a href="#">405D - Emergency Source Propane</a></li> </ul> <p>If fuels are not available or unable to be delivered in the specified timeframe under the existing statewide term contracts, the participating agency will then contact the awarded vendor referenced on this emergency statewide term contract (405E) for emergency source fuels.</p> <p>This contract will be effective when the contract administrator determines that there is an interruption in normal pipeline supply or any other interruption of normal supply of Propane upon "Declaration of Emergency" enacted by the Governor of North Carolina.</p> <p>Based on emergency need, the state of North Carolina may require multiple drops and cross vehicle fueling. The type of need will be referenced on the purchase order. The state also reserves the right to pursue other means/avenues necessary to achieve their fuel requirements if contractors are unable to meet the contract's obligations due to an emergency.</p>
<b>Contract Type</b>	This is a <b>mandatory</b> statewide term contract for state agencies, departments, institutions, universities, and community colleges - unless exempted by North Carolina general statute. Non-mandatory entities, including schools and local governments, may use this contract as allowed by general statute.

**Special Note**

Prior to a potential emergency, the vendor (under the direction of the state representative) will position tanks and equipment to form fueling facilities. The facilities will be used for emergency event response in locations where tanks can be moved to strategic areas and made operable immediately upon notification of safe conditions and clear roads. Each fueling site shall have a minimum capacity of 3,500 gallons of diesel, 3,500 gallons of gasoline and equipped for use as temporary fuel stations capable of dispensing and metering vehicles or other tanks. These facilities shall be self-sustaining in case there is no electricity available and equipped for night use. The tanks shall be double walled, UL listed, with appropriate containment systems, equipped with industry approved vents and fill openings. These tank systems shall also allow for the recording of fuel using the state fuel card system transaction information. The state will provide the location as well as security and an onsite individual to record usage.

After the occurrence of an emergency when the conditions are deemed safe and the roads are adequately cleared, mobile tank facilities can be moved to locations designated by the state representative. The availability and delivery of fuel to the mobile tank facilities is guaranteed for the length of the emergency period with tanks having a capacity of 6,000 gallons of gasoline and 6,000 gallons of diesel. The specific sites and quantities will be as specified by the state representative. Fuel is not to be delivered unless requested by the state representative.

The availability and delivery of fuel (gasoline, diesel, etc.) to state and county locations over the emergency period is guaranteed but must be requested by the state representative. The specific sites and quantities will be as specified by the state representative. Fuel is not to be delivered unless requested by the state representative. If requested by the state representative, move the mobile tank facilities to new sites as designated by the representative.

Provide fuel transportation (including drivers and all personnel required to pump fuel) through the use of tankers, bobtails (with the ability to dispense fuel directly into vehicles), and skids as requested by the state representative.

Provide an adequate number of trucks with tanks and fueling capabilities that could be used to fuel generators throughout the county. The contractor would be responsible for filling the tank(s) as needed over the emergency period. The specific sites and quantities will be as specified by the state representative. Fuel is not to be delivered unless requested by the state representative.

Vendor shall be obligated to install temporary tank(s) at emergency staging area locations in an affected area to supply fuel for equipment, heating, etc. as deemed necessary by the state. If needed, the vendor shall tap into an existing line for hook-up of temporary tank(s). The accessories used to tap into an existing system shall be at normal market rate and included as a separate line on the invoice. The accessories/equipment shall be installed by an authorized vendor technician.

Installation shall be performed in a professional, workmanlike manner and conform to all recommendations of the manufacturer. It shall also consist of good construction, engineering practices and be ready for use.

The vendor shall schedule and coordinate the work with the state to cause the least possible interference with or interruption of the state's activities in and around the facilities. Upon completion of the installation of temporary tanks, the vendor shall remove all debris, cartons, etc., which was caused specifically by the vendor or its agent(s). In addition, the vendor shall always maintain all exit ways free and clear.

After the emergency event concludes, when determined by the state, the vendor shall remove temporary tank(s) and re-install the existing system to its original condition. Fence removal, reassembly, wear and tear upon state-public grounds resulting from

	removal/replacement of tank(s) and/or by heavy equipment such as dual wheel service trucks, trailers, wreckers, boom trucks or cranes may occur but kept to a minimum. If such damage occurs by the vendor, the vendor shall repair the damage at no additional cost to the state.
<b>Minimum Order</b>	The minimum order amount that will qualify for prepaid FOB transportation is <b>100 gallons</b> . Transportation charges will apply to orders that are less than 100 gallons. Agencies are authorized to purchase from available sources for orders of less than 100 gallons.
<b>Contract Items and Pricing</b>	<a href="#">Pricing Information</a> (updated weekly) <b>Daily fuel pricing for this contract will be made available when needed.</b>
<b>Delivery Information</b>	<p>Contractors will complete delivery to FOB destination within 24 hours after receipt of purchase order.</p> <ul style="list-style-type: none"> <li>• <b>Pumping Service:</b> When requested, pumping equipment is to be furnished for unloading fuels at a charge of no more than \$30.00 per load.</li> <li>• <b>Hose:</b> Vendor to provide standard footage of hose. Additional footage shall be charged at the normal rate, and the vendor shall notify of additional charges before delivery.</li> <li>• <b>Bulk Delivery:</b> Defined as the delivery/purchase of 6,000 gallons or more.</li> <li>• <b>Spot Delivery:</b> Defined as the delivery/purchase of 100 gallons to 5,999 gallons.</li> </ul> <p>Fuel tickets shall be provided within 24 to 48 hours after delivery of fuels, indicating the number of gallons dispensed and other pertinent information to the location for validation of invoices. Fuel tickets may be faxed, e-mailed, mailed, etc. to the participating agency but the method of notification will be based on the participating agency's preference by the vendor.</p>
<b>Charges and Fees</b>	<ul style="list-style-type: none"> <li>• <b>Superfund Charge:</b> Superfund charges are not to be included in the price of fuels but shall be listed on the invoice as a separate line-item.</li> <li>• <b>Fuel Surcharge:</b> Surcharges are not allowed.</li> <li>• <b>Additional Fees:</b> Additional fees possible include the LUST fee, NORA fee, and the Oil Spill Liability Trust Fund. Any additional fees applied shall be listed on the invoice as a separate line-item.</li> </ul>
<b>Taxes</b>	<p>Prices shall not include taxes unless applicable.</p> <p><b>Federal</b> Generally, states and political subdivisions are exempt from excise and transportation tax. Exemption is claimed under Chapter 32 of the Internal Revenue Code. Appropriate exemption certificates will be executed by the participating agency upon the contractor's submittal of the same.</p> <p><b>Other</b> Any taxes will be provided as a line item on the invoice. Prices shall not include:</p> <ul style="list-style-type: none"> <li>• Sales tax</li> <li>• Import tax</li> <li>• Personal property tax</li> <li>• Inspection tax</li> <li>• State road use tax</li> <li>• State sales or use tax</li> </ul>

<b>Order Placement</b>	<p>Orders may be placed through <a href="#">eProcurement</a>, phone, or fax.</p> <p><b>Ordering</b> <a href="#">Clyde Guilbeau</a>   (337) 839-5000 ext. 1108   (337) 839-5006 (fax)</p> <p><b>Service</b> <a href="#">Clyde Guilbeau</a>   (337) 839-5000 ext. 1108   (337) 839-5006 (fax)  <a href="#">Patrick McElligott</a>   (337) 839-5000   (337) 839-5012 (fax)  <a href="#">Kim Boutte</a>   (337) 839-5000   (337) 839-5012 (fax)  <a href="#">Heidi Watts</a>   (337) 839-5000   (337) 839-5012 (fax)</p> <p><b>Call Center</b> (844) 887-6114</p> <p>Contact the vendor with questions regarding goods, services, prices, and for purchasing guidance when utilizing this contract.</p>
<b>eProcurement</b>	<a href="#">eProcurement</a>
<b>eProcurement Help Desk</b>	(888) 211-7440
<b>Contract Manager</b>	<a href="#">Jackson Alspaugh</a>   (984)-236-0268 <a href="#">Pablo Blackwell</a>   (984)-236-0244
<b>Contract Addenda</b>	<p>03/07/2016: Contract Administrator changed to Grant Braley</p> <p>04/16/2018: Contract extended through December 31, 2019</p> <p>07/10/2019: Contract extended through December 31, 2020</p> <p>07/06/2020: Contract Administrator changed to Steve Hussey</p> <p>12/21/2020: Contract extended through December 31, 2021</p> <p>09/10/2021: Contract extended through January 31, 2023</p> <p>01/18/2023: Contract extended through July 31, 2023</p> <p>03/17/2023: Contract Administrator changed to Contract Manager Kayla Glenn</p> <p>04/17/2023: Contract Manager changed to Pamela Case</p> <p>04/21/2023: Contract Manager changed to Kayla Glenn</p> <p>05/18/2023: Contract extended through October 31, 2023</p> <p>08/21/2023: Contract Manager changed to Melissa Pressley</p> <p>11/27/2023: Contract Manager changed to Austin Kiziah</p> <p>04/30/2024: Contract extended through August 30, 2024</p> <p>08/30/2024: Contract extended through October 30, 2024</p> <p>10/30/2024: Contract extended through December 31, 2024</p> <p>12/31/2024: Contract extended through February 28, 2025</p> <p>02/19/2025: Contract extended through June 30, 2025</p> <p>06/30/2025: Contract extended through December 31, 2025</p>