

# Statewide Term Contract

## 1510B - Fuels

<b>Bid Number</b>	DPC-1116866498-CI
<b>Contract Title</b>	Fuels
<b>Effective Dates</b>	March 1, 2025, through February 29, 2028 (with two (2) additional two-year renewals)
<b>Awarded Vendor(s) and Contact(s)</b>	<p><b>AmeriGas Propane LP</b> Contract Manager <a href="#">Andrew Fedynyshyn</a>   (610) 768-7608   (925) 997-0558 Customer Service <a href="#">Aaron Fischman</a>   (610) 768-6683</p> <p><b>Campbell Oil Co.</b> <a href="#">Heidi Danilko</a>   (910) 874-9876   (336) 504-1925</p> <p><b>Charles Tart Propane Inc.</b> Contract Manager <a href="#">Devin McLamb</a>   (910) 892-0111   (910) 990-2866 Customer Service <a href="#">Monica Core</a>   (910) 892-0111   (910) 891-9837</p> <p><b>Colonial Fuel and Lubricants</b> <a href="#">J. Chris Daichendt</a>   (770) 843-6355</p> <p><b>Ferrellgas</b> <a href="#">Erin Slattery</a>   (913) 661-1516</p> <p><b>James River Solutions</b> Contract Manager <a href="#">Bridget Bailey</a>   (757) 375-1525 Customer Service <a href="#">Eileen Dunford</a>   (804) 256-1133   (804) 363-1268</p> <p><b>Jernigan Oil Co.</b> Contract Manager <a href="#">James Michael Harrell</a>   (252) 332-2131   (252) 395-2025 Customer Service <a href="#">Miles H. Harrell</a>   (252) 332-2131   (252) 395-0535</p> <p><b>Red Star Oil Co. Inc.</b> Contract Manager <a href="#">Brenda Weaver</a>   (919) 772-1944   (919) 669-6075 Customer Service <a href="#">William Ball</a>   (919) 772-1944   (919) 796-1547</p> <p><b>Sunoco LLC</b> Contract Manager <a href="#">Frederick Shaw</a>   (260) 324-7914 Customer Service <a href="#">Megan Quick</a>   (260) 324-7932</p> <p><b>Yam City Oil &amp; Gas Co.</b> <a href="#">Ray Lupo</a>   (910) 653-2053   (910) 640-6018</p>

<b>Contract Covers</b>	<p>This contract is intended to cover the state's normal requirements for the following categories of fuel:</p> <p><b>CATEGORY A</b> Propane</p> <p><b>CATEGORY B</b> On-Road Diesel (ULSD)</p> <p><b>CATEGORY C</b> Off-Road Diesel (Dyed)</p> <p><b>CATEGORY D</b> Bio-Diesel</p> <p><b>CATEGORY E</b> Gasohol (E-10, E-85)</p> <p><b>CATEGORY F</b> Regular Conventional Non-Ethanol Unleaded Gasoline (87 Octane)</p> <p><b>CATEGORY I</b> Aviation Fuels (Aviation Gasoline, Jet Fuel)</p>
<b>Contract Does Not Cover</b>	<p>This contract does not cover equipment related to fuel use. This contract only pertains to the delivery of fuels to the location specified by the buying entity.</p>
<b>Contract Type</b>	<p>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.</p>
<b>Special Note</b>	<p>This contract divides the state into eight geographic service regions titled zones 1-8. The North Carolina counties belonging to each of the eight service zones are the following:</p> <p><b>ZONE 1</b> Bertie, Camden, Chowan, Currituck, Dare, Gates, Halifax, Hertford, Martin, Northampton, Pasquotank, Perquimans, Tyrrell, and Washington</p> <p><b>ZONE 2</b> Beaufort, Carteret, Craven, Greene, Hyde, Johnston, Lenoir, Pamlico, Pitt, Wayne, and Wilson</p> <p><b>ZONE 3</b> Bladen, Brunswick, Columbus, Cumberland, Duplin, Jones, New Hanover, Onslow, Pender, Robeson, and Sampson</p> <p><b>ZONE 4</b> Anson, Chatham, Hoke, Lee, Montgomery, Moore, Richmond, Scotland, Stanly, and Union</p> <p><b>ZONE 5</b> Alexander, Cabarrus, Cleveland, Davidson, Davie, Forsyth, Gaston, Guilford, Iredell, Lincoln, Mecklenburg, Randolph, and Rowan</p> <p><b>ZONE 6</b> Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Polk, Rutherford, Swain, and Transylvania</p> <p><b>ZONE 7</b> Alleghany, Ashe, Avery, Burke, Caldwell, Catawba, Mitchell, Stokes, Surry, Watauga, Wilkes, Yadkin, and Yancey</p> <p><b>ZONE 8</b> Alamance, Caswell, Durham, Edgecombe, Franklin, Granville, Harnett, Nash, Orange, Person, Rockingham, Vance, Wake, and Warren</p>
<b>Minimum Order</b>	<p>The minimum order amount that will qualify for prepaid FOB transportation is <b>6,000 gallons</b> for a single bulk order and <b>500 gallons</b> for a single tank-wagon order.</p> <p>Buyers are required to use this contract for orders less than the minimum order amount. In such cases, orders may be shipped prepaid, and actual transportation charges may be added to the invoice as a separate line item. Vendors must provide an estimated shipping amount to the buyer upon request.</p>
<b>Contract Items and Pricing</b>	<p><a href="#">Award &amp; Zone Information</a>  <a href="#">Pricing Information</a> (updated weekly)</p>

<b>Delivery Information</b>	<p>All deliveries except as otherwise specified shall be delivered FOB destination to any location in the regional vendor services. The vendor shall complete standard deliveries with two (2) consecutive calendar days after receipt of purchase order, between the hours of 8:00 a.m. and 4:00 p.m., unless emergency warrants otherwise.</p> <ul style="list-style-type: none"> <li>• <b>Bulk Transport:</b> Large deliveries (typically 6,000 gallons or more), using tanker trucks that meet all safety and regulatory standards</li> <li>• <b>Tank-wagon Delivery:</b> small deliveries (typically between 500 and 5,999 gallons), suitable for locations with lower storage capacity or frequent resupply needs</li> </ul> <p>For non-standard, non-emergency deliveries, delivery times may vary as follows:</p> <table border="0"> <tr><td>AmeriGas Propane LP</td><td>3 Days</td></tr> <tr><td>Campbell Oil Co.</td><td>2 Days</td></tr> <tr><td>Charles Tart Propane Inc.</td><td>5 Days</td></tr> <tr><td>Colonial Fuel and Lubricants</td><td>2 Days</td></tr> <tr><td>Ferrellgas</td><td>2 Days</td></tr> <tr><td>James River Solutions</td><td>2 Days</td></tr> <tr><td>Jernigan Oil Co.</td><td>2 Days</td></tr> <tr><td>Red Star Oil Co. Inc.</td><td>2 Days</td></tr> <tr><td>Sunoco LLC</td><td>2 Days</td></tr> <tr><td>Yam City Oil &amp; Gas Co.</td><td>2 Days</td></tr> </table> <p>For emergency deliveries, the vendor shall ensure delivery within 24 hours after receipt of order. Emergency deliveries are required when there is a sudden, urgent need to maintain critical operations across state entities.</p>	AmeriGas Propane LP	3 Days	Campbell Oil Co.	2 Days	Charles Tart Propane Inc.	5 Days	Colonial Fuel and Lubricants	2 Days	Ferrellgas	2 Days	James River Solutions	2 Days	Jernigan Oil Co.	2 Days	Red Star Oil Co. Inc.	2 Days	Sunoco LLC	2 Days	Yam City Oil & Gas Co.	2 Days
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<b>Charges and Fees</b>	<p>In the event that an agency orders product and the vendor conveys product to the point of delivery within the stipulated delivery timeline, but the agency is unable to accept delivery due to no fault of the vendor (such as limited receiving/storage capacity of the agency) or in the event that an entity orders product and the vendor has taken steps to effect delivery, resulting in verifiable incurred costs, and the agency cancels such order, a cancellation settlement fee will be paid by the entity to the vendor.</p>																				
<b>Taxes</b>	<p>Prices do not include North Carolina sales or use tax.</p>																				
<b>QA Inspections</b>	<p>It is the responsibility of the purchasing entity to inspect all delivered fuels upon delivery to ensure compliance with the contract requirements and specifications. The inspection should verify that the fuels meet the specified quality standards, including but not limited to, grade, purity, and any other relevant specifications outlined in the contract.</p> <p><b>Acceptance of fuel products shall be based on the following criteria:</b></p> <ol style="list-style-type: none"> <li>1. <u>Quality Compliance</u>: Fuel must meet the specified ASTM standards relevant to each type of fuel as outlined in Section 5.3 Specifications.</li> <li>2. <u>Delivery Verification</u>: Delivery must match the ordered quantity and be made to the correct location as per the purchase order.</li> <li>3. <u>Documentation</u>: Each delivery must be accompanied by a delivery ticket, bill of lading, and other required documentation that verify compliance with the order specifications.</li> <li>4. <u>Inspection and Testing</u>: The state reserves the right to conduct random sampling and testing of the fuel to ensure compliance with the specified standards. Any fuel found to</li> </ol>																				

	<p>be non-compliant will be subject to rejection and the vendor will be required to replace the non-compliant fuel at no additional cost to the state.</p> <ol style="list-style-type: none"> <li>5. <u>Timely Notification</u>: The state shall notify the vendor in writing within ten (10) calendar days following delivery if the goods are not acceptable. The notice shall specify in reasonable detail the reason(s) for non-acceptance.</li> <li>6. <u>Resolution of Issues</u>: The vendor must resolve any issues related to non-compliance or non-acceptance promptly and at no additional cost to the state.</li> </ol> <p><b>Inspection Process</b></p> <ol style="list-style-type: none"> <li>1. <u>Verification of Documentation</u>: Upon delivery, the receiving entity must verify that all accompanying documentation, including the bill of lading, safety data sheet (SDS), and any certifications, are accurate and complete.</li> <li>2. <u>Sampling and Testing</u>: The receiving entity may take fuel samples for testing to ensure that the delivered fuel meets the specified quality standards. Testing should be done following industry-standard procedures.</li> <li>3. <u>Visual Inspection</u>: A visual inspection should be conducted to check for any signs of contamination or impurities in the fuel.</li> <li>4. <u>Quantity Check</u>: Verify that the delivered quantity matches the order specifications.</li> </ol> <p><b>Acceptance Criteria</b></p> <ol style="list-style-type: none"> <li>1. Fuels must meet the ASTM standards specified in the contract.</li> <li>2. Fuels must be free from contaminants and impurities.</li> <li>3. Documentation must be accurate and complete.</li> </ol> <p><b>Non-Compliance</b></p> <ol style="list-style-type: none"> <li>1. If the fuels delivered do not meet the specified quality standards or if there are discrepancies in the documentation, the receiving entity must notify the vendor immediately and may reject the delivery.</li> <li>2. The vendor is responsible for the removal and replacement of any non-compliant fuels at no additional cost to the state.</li> </ol> <p>Acceptance by the state shall not be unreasonably withheld but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures.</p>
<b>eProcurement</b>	Ordering instructions are loaded into <a href="#">eProcurement</a> .
<b>eProcurement Help Desk</b>	(888) 211-7440
<b>Contract Manager</b>	<a href="#">Austin Kiziah</a>   (984) 236-0237
<b>Contract Attachments</b>	<a href="#">AmeriGas Propane LP</a> <a href="#">Campbell Oil Co.</a> <a href="#">Charles Tart Propane Inc.</a> <a href="#">Colonial Fuel and Lubricants</a> <a href="#">Ferrellgas</a> <a href="#">James River Solutions</a>

	<a href="#">Jernigan Oil Co.</a> <a href="#">Red Star Oil Co. Inc.</a> <a href="#">Sunoco LLC</a> <a href="#">Yam City Oil &amp; Gas Co.</a>
<b>Contract Addenda</b>	