



State Term Contract 405E – Emergency Source Fuels

Purchase & Contract
DEPARTMENT OF ADMINISTRATION

Bid Number	201501141
Contract Name	Emergency Source Fuels
Effective Dates	March 1, 2016 through December 31, 2018
Vendor Contact Information	Macro Companies, Incorporated – 337-839-5000 Ext. 1108 or 844-887-6114, 337-839-5006 (Fax) Clyde Guilbeau
Special Note	<p>Prior to a potential emergency situation, 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 location(s) 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 to 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.</p> <p>After the occurrence of an emergency situation 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 tank, the Vendor shall remove all debris, cartons, etc., which was caused</p>

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	<p>specifically by the Vendor or its agent(s). In addition, Vendor shall maintain all exit ways free and clear at all times.</p> <p>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 damaged occurs by the Vendor, the Vendor shall repair the damage at no additional cost to the state.</p> <p>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.</p>
Fuel Types	<p>E-10</p> <p>Ultra-Low Sulfur Diesel #2 Un-Dyed</p> <p>Propane</p> <p>#6 Residual Fuel Oil</p> <p>Kerosene</p> <p>Aviation Gasoline</p> <p>Jet A Fuel</p> <p>Other</p>
Contract Covers	<p>The scope of this contract is intended to cover the state’s emergency requirements for fuel types referenced in the section above 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. Fuel will be supplied by other sources other than the pipeline.</p> <p>In cases of pipeline interruption, the Using Agency will be obligated to contact the Vendor under the existing Statewide Term Contracts: 405A for Propane; 405B for Diesel; 405C for Gasohol; and 405D for Emergency Source Propane. If the fuel is not available or is unable to be delivered in the specified timeframe, the Using Agency will then contact the awarded Vendor as 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.</p> <p>The state also reserves the right to pursue other means/avenues necessary to achieve their fuel requirements; if the contractor(s) is (are) unable to meet the contract’s obligations due to an emergency.</p>
Contract Type	<p>This is a mandatory Statewide Term Contract for state agencies, departments, institutions, universities and community colleges - unless exempted by North Carolina General Statute. Additionally, non-mandatory entities, including schools and local governments, that are allowed by general statute may use this contract.</p>
Minimum Order	<p>Transportation charges will apply to orders less than 100 gallons. The charges will be prepaid and added to the invoice. Agencies are authorized to purchase from available sources for orders less than 100 gallons.</p>

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	<p>View Pricing Information (updated weekly)</p> <p>Daily fuel pricing for this contract will be made available when needed.</p>
<p>Order Placement</p>	<p>Orders may be placed through E-Procurement, phone or fax.</p> <ol style="list-style-type: none"> 1. Ordering <ul style="list-style-type: none"> • Clyde Guilbeau – 337-839-5000, 337-839-5006 (Fax) 2. Service <ul style="list-style-type: none"> • Clyde Guilbeau – 337-839-5000, 337-839-5006 (Fax) • Patrick McElligott – 337-839-5000, 337-839-5012 (Fax) • Kim Boutte – 337-839-5000, 337-839-5012 (Fax) • Heidi Watts – 337-839-5000, 337-839-5012 (Fax) 3. Call Center – 844-887-6114 <p>The Vendor shall be contacted when purchasing guidance is needed.</p>
<p>E-Procurement Help Desk</p>	<p>888-211-7440</p>
<p>Shipping and Delivery (FOB-Destination)</p>	<p>The contractor(s) will complete delivery within 24 hours after receipt of purchase order.</p> <ol style="list-style-type: none"> 1. Pumping Service: When requested, pumping equipment is to be furnished for unloading fuel, at a charge of no more than \$30.00 per load. 2. Hose: Vendor to provide the standard footage of hose. Additional footage shall be charged at the normal rate and shall notify of additional charges before delivery. Evidence of such rate shall be provided upon request. 3. Bulk Deliveries: Defined as the delivery/purchase of 6,000 gallons or more. 4. Spot Deliveries: Defined as the delivery/purchase of 100 gallons to 5,999 gallons.
<p>Fuel Tickets</p>	<p>Fuel tickets shall be provided within 24 to 48 hours after delivery of fuel 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 Using Agency but the method of notification will be based on the Using Agency’s preference by the Vendor.</p>
<p>Taxes</p>	<p>Taxes shall not be included in fuel prices unless applicable.</p> <ol style="list-style-type: none"> 1. Federal 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 using agencies upon contractor's submittal of the same. 2. Other Any tax will be provided as a line item on an invoice. Prices shall not include: <ol style="list-style-type: none"> a. Sales tax b. Import tax c. Personal property tax d. Inspection tax e. State road use tax f. State sales or use tax

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Charges and Fees	<ol style="list-style-type: none">1. Superfund Charge: “Superfund Charge” are not to be included in the price but shall be listed on the invoice as a separate line item.2. Fuel Surcharges: Surcharges are not allowed.3. Additional Fees: There are additional fees that the Vendor can pass along; they include the LUST fee, the NORA fee and the Oil Spill Liability Trust Fund. Any fee will be itemized separately on an invoice.
Contract Administrator	Chris Tart – 919-807-4540
Contract Addenda	