STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Request for Proposals #: 19-RFP-2082803018-PTW

ALL HAZARDS EMERGENCY FUEL

Date Issued: August 14, 2026

Proposal Opening Date: September 11, 2026

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Melissa Teen

Procurement Manager

STATE OF NORTH CAROLINA

Request for Proposal

19-RFP-2082803018-PTW

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.

____

Vendor Name

____

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at https://evp.nc.gov/Sign

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY

<table>
<tr><td rowspan="2">Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details:
Melissa Teen</td><td>Request for Proposal #: 19-RFP-2082803018-PTW</td></tr>
<tr><td>Proposals will be publicly opened: September 11, 2026 at 2:00 pm EST
Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/241231009479611?p=rRtumBSZXYTIuIrVJ7
Meeting ID: 241 231 009 479 611
Passcode: 3RH7EG6x

Need help? | System reference
Dial in by phone
+1 984-204-1487,,354186413# United States, Raleigh
Find a local number
Phone conference ID: 354 186 413#
Join on a video conferencing device
Tenant key: ncgov@m.webex.com
Video ID: 113 439 077 0</td></tr>
<tr><td>Using Agency: NC Emergency Management</td><td rowspan="2">Commodity No. and Description: 781817 Transport Fueling and Vehicle Storage and Support Services</td></tr>
<tr><td>Requisition No.: RQ265343</td></tr>
</table>

<u>EXECUTION</u>

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Vendors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:			
VENDOR'S AUTHORIZED SIGNATURE:	**DATE:**	E-MAIL:	

VALIDITY PERIOD

Offer shall be valid for at least one hundred and twenty (120) days from date of bid opening, unless otherwise stated here: ______ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _______________, 20____, as indicated on the attached certification, by ____

(Authorized Representative of NC Department of Public Safety)

1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposals (RFP) is to seek proposals from qualified vendor(s) in order to enter into a contract(s) for the purpose of rental of dispensing facilities, fuel storage, and emergency fuels during emergencies. The State of North Carolina, Department of Administration, Division of Purchase and Contract currently has contracts for normal fuel needs. 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:

- E-10
- Gasoline
- Ultra-Low Sulfur Diesel #2 Un-Dyed
- Propane
- Diesel
- Gasohol
- #6 Residual Fuel Oil
- Kerosene
- Aviation Gasoline
- Jet A Fuel
- Other

Background: NCEM is charged with responding to any emergency, man-made or natural, 24 hours a day seven (7) days a week. This requires that the awarded Vendor(s) have personnel and the capability to respond to requirements after hours, weekends and during holidays. This All-Hazard Contract is therefore required to meet both small scale and large-scale needs, as well as to address short and long-term distribution system disruptions. Based on emergency need, the State may require multiple sites and temporary infrastructure support.

An All-Hazard Event refers to any incident—whether natural, technological, or human-caused—that could threaten lives, property, infrastructure, or the environment. The concept emphasizes preparing for the full range of potential threats rather than focusing on one specific type of hazard.

Quantities referenced in this document represent the best available estimates of the State's requirements. Each emergency is unique. Therefore, nothing in this document shall be construed to prevent the State, when necessary, from obtaining additional services from non-contracted sources.

The intent of this solicitation is to award an Agency Specific Term Contract.

1.1 CONTRACT TERM

The Contract shall have a term of five (5) years, beginning on the date of final Contract execution (the "Effective Date").

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 PURCHASE ORDER PLACEMENT

NC Emergency Management utilizes REMIT and WebEOC to create purchase orders. Purchase orders will be placed utilizing REMIT and WebEOC. Vendors shall submit invoices via email to the NC Emergency Management Purchasing Section. Upon contract activation NC Emergency Management shall provide vendor with NC Emergency Management Purchasing Unit email for submission of invoices.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component within this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	August 17, 2026
Submit Written Questions	Vendor	August 28, 2026
Provide Responses to Questions	State	September 4, 2026
Submit Proposals	Vendor	September 11, 2026 by 2:00 pm EST
Contract Award	State	To be determined

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter "**RFP #: 19-RFP-2082803018-PTW – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: https://eprocurement.nc.gov/training/vendor-training

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records

Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

a) Cover Letter, which must contain the following: (i)a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
e) Vendor's Proposal addressing all Specifications of this RFP.
f) Completed version of ATTACHMENT A: COST PROPOSAL
g) Completed and signed version of ATTACHMENT D: CUSTOMER REFERENCE FORM
h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
j) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods, or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #_19-RFP-2082803018-PTW [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors referenced in the Sourcing Tool which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to multiple vendors, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive proposals will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning proposal, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such proposals(s) are identified, the State will then determine whether any such proposal falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any sub Vendors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, sub Vendors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its sub Vendor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to *the electronic Vendor Portal (eVP), https://evp.nc.gov*, under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Project Organization (Section 5.4)
2. Vendor Technical Approach (Cover Letter, Section 5.5)
3. Vendor References (Section 4.4, Attachment E Customer Reference Form)
4. Vendor Experience (Section 4.3)
5. Cost Proposal (Attachment A)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better proposal, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total proposal price.

When an order is placed using a purchase order, the purchase order number shall be shown on all shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.3 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s): Multiple locations within the State of North Carolina as determined by the disaster location(s).

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Goods and/or Services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has supplied the same or similar model of equipment offered. The State shall contact these users to determine whether the Goods provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the Proposal.

4.6 VENDOR'S REPRESENTATIONS

If Vendor's proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.7 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Small Purchases

☒ Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

☐ Contract value in excess of $1,000,000.00

4.9 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restrictions;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.10 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.11 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: https://www.sosnc.gov/ to register.

Vendor has registered with the North Carolina Secretary of State: Yes☐ No ☐

4.12 PRODUCT SPECIFICATIONS AND SCOPE OF WORK

The scope of this contract is to provide both emergency fuel, transportation, and mobile fueling infrastructure for NCEM during All Hazard Events and Emergency Response activities.

The fuel storage and fuel services may be supplied for various purposes, such as for municipalities, critical infrastructure support, or any other emergency need; and must meet all federal, state, and local regulatory standards. Key terms typically address delivery schedules, rates, duration of the assignment, and protocols for handling supply interruptions or emergencies.

Quantities referenced in this document represent the best available estimates of the State's requirements. Each emergency is unique. Therefore, nothing in this document shall be construed to prevent the State, when necessary, from obtaining additional emergency products and services from non-contracted sources.

5.0 PRODUCT SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL SPECIFICATIONS

1. Prior to a potential emergency
    a. The vendor (under the direction of the state representative) shall 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.
    b. Each fueling site shall have a minimum capacity of 3,500 gallons of diesel, 3,500 gallons of gasoline, and any other requested fuel types or minimums; and be equipped for use as temporary fuel stations capable of dispensing and metering vehicles or other tanks.
    c. These facilities shall be self-sustaining in case there is no electricity available and equipped for night use.
    d. The tanks shall be double walled, UL listed, with appropriate containment systems, equipped with industry approved vents and fill openings.
    e. The state, in coordination with the Vendor, will provide the location of where to locate the fuel tank and/or mobile fuel station as well as security and an onsite individual to record usage.
2. Post-Emergency Deployment
    a. 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 NC Emergency Management Personnel.
    b. The availability and delivery of fuel to the mobile tank facilities needs to be 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.
    c. 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.
3. Fuel Delivery and Relocation
    a. The availability and delivery of fuel (gasoline, diesel, etc.) to state and county locations over the emergency period is guaranteed by the vendor but must be requested by the state representative.
    b. 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.
    c. If requested by the state representative, vendor shall move the mobile tank facilities to new sites as designated by the representative.
4. Fuel Transportation Services
    a. 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.
    b. Provide an adequate number of trucks with tanks and fueling capabilities that could be used to fuel generators throughout the mission area as determined by NC Emergency Management representatives.
    c. The Vendor 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.
    d. Fuel is not to be delivered unless requested by the state representative.
5. Temporary Tank Installation
    a. Vendors shall 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.
    b. If needed, the vendor shall tap into an existing fuel line for hook-up of temporary tank(s).
    c. The accessories used to tap into an existing system shall be at normal market rate and included as a separate line on the invoice.
    d. The accessories/equipment shall be installed by an authorized vendor technician.
6. Installation Standards
    a. Installation shall be performed in a professional, workmanlike manner and conform to all recommendations of the manufacturer.
    b. It shall also consist of good construction, engineering practices and be ready for use.
7. Site Coordination and Restoration (Site Set Up and Operation)

a. 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.
b. 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).
c. 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.
d. 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.
e. 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.
f. 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).
g. 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.
h. 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.

5.2 SCOPE OF WORK

1. Fuel delivery

The Vendor shall provide fuel delivery to any location within North Carolina, 24/7, including after hours, weekends, and holidays.

- Pickup location: The awarded vendor(s) will establish mobile fuel depots in needed locations with the guidance of State personnel. Responders will access fuel from these State Fuel Vendor Sites.
- Reimbursement: NCEM will reimburse dead-head/bobtail miles. Additionally, wait time after two (2) hours are eligible for reimbursement.

2. Mobile fueling stations and storage

The Vendor shall provide, deliver, and set up self-contained mobile fueling stations and temporary above-ground fuel storage tanks.

- Deployment: The placement and number of units will be determined by NCEM at the time of an emergency. This may include deploying multiple stations and/or tanks to various locations across the state at any given time.
- Availability: The Vendor must guarantee the availability of fuel, fuel stations, and storage tanks for the duration of the emergency, which may last for one (1) week or longer.
- Operation: Services must be available 24 hours a day, 7 days a week, to include all state and federal holidays.

5.3 FUEL SITE AND TANK SPECIFICATIONS

The specific items and any specifications that the Procurement Entity is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

Item #	Specifications	Service Offered Meets Specification
1	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.	☐ YES ☐ NO
2	Facilities shall be self-sustaining in case there is no electricity available and equipped for night use.	☐ YES ☐ NO
3	Tanks shall be double walled, UL listed, with appropriate containment systems, equipped with industry approved vents and fill openings.	☐ YES ☐ NO
4	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.	☐ YES ☐ NO
5	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.	☐ YES ☐ NO

5.3 TASKS/DELIVERABLES

<u>**Vendor Responsibilities**</u>

1. Transportation and deployment

- **Response time:** Deliver fuel, transportation assets, mobile fueling stations (500-gallon minimum capacity), and storage tanks to NCEM-designated locations within North Carolina within four (4) to six (6) hours of notification. Response times for out-of-state pickups will be negotiated on a case-by-case basis.
- **Deployment:**
  - **Pre-emergency:** Position up to five (5) mobile fuel stations and/or temporary fuel storage tanks at designated staging locations.
  - **Post-emergency:** Move pre-staged assets to strategic operational sites once roads are clear and conditions are safe.
- **Relocation:** Be available to move mobile fuel stations or storage tanks to new sites within four (4) hours of NCEM request.
- **Fuel delivery:** Pick up fuel from State fuel vendor sites and deliver it as directed by NCEM, including partial unloading at designated sites along a route when requested.

- **Delivery and setup:** Provide delivery, setup, and pickup services for temporary fuel storage tanks and dispensing equipment. Storage tanks must be delivered and set up within thirty-six (36) hours of notification.

2. Operational management

- **Operational control:** Maintain direct operational control of all transport and bobtail trucks, drivers, and equipment used to fulfill contract missions.
- **Liaison:** Provide a trained and qualified transportation service coordinator for 24-hour, on-site liaison with NCEM logistics staff at the State Emergency Operations Center (SEOC) during high-tempo operations, if required.
- **Labor assistance:** Upon request, provide additional labor to assist with fueling operations in affected areas.
- **Technician services:** Provide a service technician to install temporary storage tanks and dispensing equipment. This technician must also be available to determine the need for replacement or repair of any malfunctioning unit within eight hours of notification.
- **On-site equipment:** Provide all necessary hose to transfer fuel from mobile stations or storage tanks.
- **Personnel needs:** Be responsible for the fuel, feeding, and lodging of all vendor personnel, unless disaster conditions require State assistance.

3. Compliance and documentation

- **Regulatory compliance:** Comply with all Federal Motor Carrier Safety Administration (FMCSA), U.S. DOT, and other local, state, and federal transportation laws, including hazardous material regulations.
- **Equipment maintenance:** Ensure all equipment is properly inspected and maintained according to federal and preventative maintenance standards.
- **Spill responsibility:** Assume responsibility for all costs related to cleanup and damage from hazardous substance or oil spills caused by the vendor or its agents. The vendor must also indemnify and hold end users harmless from any resulting claims.
- **Delivery documentation:** Provide a delivery ticket, signed by the receiver, for each delivery, noting the date, fuel type, and gallon amount.
- **Existing contracts:** Honor any existing contracts with state, county, and municipal governments and identify them in the proposal.
- **Insurance:** Maintain all required insurance, including worker's compensation, as described in the North Carolina Contract Terms and Conditions.

4. Order Processing

- Activation
- Order Placement Method
- Vendor Acknowledgment
- Dispatch

- Delivery
- Documentation
- Invoice

5. Financial terms

- **No fuel surcharge:** Fuel surcharges are not an allowable cost.
- **Allowable costs:** Reimbursement will be provided for dead-head/bobtail miles up to 250 miles and for wait time exceeding two hours.
- **Billing transparency:** Document all billable per-stop fees and rates in the proposal. The bobtail mileage rate for reimbursement purposes is equivalent to the dead-head mileage rate.

6. Transportation and personnel

- **Response timeframe:** Provide bobtail and/or transport trucks, staffed with Hazardous Material (HAZMAT) certified drivers, within 4 to 6 hours of notification by NCEM. Team driving may be requested for transport trucks based on state needs.
- **Driver communication:** All drivers must be equipped with a working cell phone for communication during missions and to report delivery times. Vendors with GPS or RFID tracking capabilities for equipment should provide detailed information in their bid package.
- **Driving team:** The loaded mile rate should account for the use of a two-person driving team per transport truck.
- **Insurance:** Vendors must have insurance coverage as described in the North Carolina Contract Terms and Conditions and provide verification in their bid package.

7. Mobile Fueling Stations Specifications

Item #	Specifications	Vendor's Response Meets Specification
	Tank Capacity and Types	
1	**500-Gallon Trailer Station:** Dual-walled (secondary containment) and Flameshield NFPA 30 rated.	☐ YES ☐ NO
2	**1,000-Gallon Trailer Station:** Dual-walled (secondary containment) and Flameshield NFPA 30 rated.	☐ YES ☐ NO
3	**5,000-Gallon Trailer Station:** Dual-walled (secondary containment) and Flameshield NFPA 30 rated.	☐ YES ☐ NO

Fueling Points		
4	**500-Gallon:** One (1) high-volume fueling point with hoses on reels	☐ YES ☐ NO
5	**1,000-Gallon:** Two (2) high-volume fueling points with hoses on reels.	☐ YES ☐ NO
6	**5,000-Gallon:** Five (5) high-volume fueling points with hoses on reels.	☐ YES ☐ NO
General Equipment		
7	**Metering:** Each fueling point shall have a meter to register gallons dispersed.	☐ YES ☐ NO
8	**Nozzle:** Each unit shall be equipped with automatic shutoff nozzles.	☐ YES ☐ NO
9	**Grounding:** Each unit shall be equipped with a grounding cable.	☐ YES ☐ NO
10	**Backup power:** Each unit shall have a backup power source of at least a 20KW diesel generator.	☐ YES ☐ NO
11	**Fire suppression:** Each unit shall have onboard fire suppression equipment.	☐ YES ☐ NO
12	**Spill response:** Each unit shall be equipped with a spill response kit.	☐ YES ☐ NO
13	**Night fueling:** Each unit shall have lights for night fueling.	☐ YES ☐ NO
14	**Compliance:** All equipment shall meet or exceed all OSHA, State, and Federal requirements.	☐ YES ☐ NO

Deviations

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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8. Temporary fuel storage tanks specifications

Item #	Specifications	Vendor's Response Meets Specification
1	**Capacity and type:** Provide portable fuel storage tanks ranging from 500 to 15,000 gallons. These tanks must be dual-walled (secondary containment) and Flameshield NFPA 30 rated.	☐ YES ☐ NO
2	**Fueling system:** Each tank must be equipped with a metering system and automatic shutoff nozzle(s).	☐ YES ☐ NO
3	**Backup power:** Each tank must have a backup power source of at least a 20KW diesel generator.	☐ YES ☐ NO
4	**Night fueling:** Each tank must be equipped with lights for night fueling.	☐ YES ☐ NO
5	**Fuel splits:** Where possible, tanks should have a 50/50 split for regular unleaded gasoline and diesel fuel.	☐ YES ☐ NO
6	**Safety equipment:** Each tank must be equipped with a spill response kit and fire suppression equipment.	☐ YES ☐ NO

Deviations

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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9. Delivery

The successful bidder will deliver the mobile fuel station to designated site within 24 hours of notification. Stopping in transit for partial unloading and delivery at a designated stop on the line of route may be required.

a. The order shall identify the point(s) at which it is desired that the shipment be stopped in transit, with the name and address of the point of contact.

b. Deliveries can be made any day including holidays or weekends.

10. Reporting Requirements In order to accurately track performance and billing during contract activation, the Vendor is required to provide the reports listed in this Section.

- **Daily Report** : To be provided every day of activation and include at a minimum, information concerning: number of trucks, number of tanks, fuel amount usage by type, mobile sites, running cost, and number of vehicles serviced by fuel type.
- **Hazard Event Reports: To be provided in the event of an unforeseen hazard or emergency/injury that impacts staffing or performance operations.**
- **Emergency Operations Plan:** To be provided within 30 days of Contract Award and must include a sample of each above referenced report and at a minimum an outline of: activation sequences, staffing, equipment mobilization workflow, communication structure, fuel sourcing plan, capacity and back up assets.

5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. The response shall include identification of the Account Manager as the primary point of contact, roles for order processing and escalation, and disclosure of any sub Vendors or outsourcing arrangements with details on their responsibilities and oversight (see Section 4.10 SUBVENDORS).

Additionally, Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

a. Does the product you offer comply with ASTM standards? Yes____ No ____

b. Are all the products certified to meet the required specifications? Yes___ No ___

c. Number of delivery vehicles owned by company: _____________

5.5 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5.6 CERTIFICATION AND SAFETY LABELS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes

NCEM Contract Administrator: Tim Pendergrass

NCEM Contract Manager: Chris Call, NCEM: All Hazards Contract Program Manager, Chris.call@ncdps.gov, (919) 605-6923

6.1 CUSTOMER SERVICE AND EMERGENCY CONTACT

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues. For example: scheduling, billing, etc.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

DPS Point of Contact

DPS Contract Manager Point of Contact	
Name:	Chris Call
Office Phone #:	
Mobile Phone #:	(919) 605-6923
Email:	Chris.call@ncdps.gov

North Carolina Emergency Management is charged with responding to any emergency, man-made or natural, 24 hours a day seven days a week. This requires that the awarded Vendor(s) have personnel and the capability respond to order requests after hours, weekends and during holidays. All fields are MANDATORY and must be completed.

ADDITIONAL AGENCY QUESTIONS	VENDOR RESPONSE	
State normal hours of operation		
Provide Support 24/7/365	YES:	NO:
Projected Response time - Initial		

<table>
<tr><th colspan="3">24 Hour Emergency and Contract Administration Contract Information</th></tr>
<tr><td rowspan="11">Provide at least two 24/7 emergency contact by which
orders can be placed</td><td>Name</td><td></td></tr>
<tr><td>Main Phone Number</td><td></td></tr>
<tr><td>Office Phone Number</td><td></td></tr>
<tr><td>Mobile Phone Number</td><td></td></tr>
<tr><td>Email Address</td><td></td></tr>
<tr><td colspan="2"></td></tr>
<tr><td>Name</td><td></td></tr>
<tr><td>Main Phone Number</td><td></td></tr>
<tr><td>Office Phone Number</td><td></td></tr>
<tr><td>Mobile Phone Number</td><td></td></tr>
<tr><td>Email Address</td><td></td></tr>
</table>

6.2 INVOICES

Vendor shall invoice NC Emergency Management. The standard format for invoicing shall be Single Invoices, meaning the Vendor shall provide NCEM with an invoice for each order. Invoices shall include detailed line-item information to allow NCEM to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

1. Each PO must have its own invoice.
2. PO number must be on all invoices.
3. Invoices line items must be formatted to match PO.

Invoices with errors or missing items will be delayed for processing

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.5 PERIODIC STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated Contract Manager on a daily basis during emergency situations. This report shall include, at a minimum, information concerning: number of trucks, number of tanks, fuel amount usage by type, mobile sites, running cost, and number of vehicles serviced by fuel type. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within thirty (30) business days of the award of the Contract, the Vendor shall submit an Emergency Operations Plan and a sample report to the designated Contract Manager for approval. Vendors shall provide at a minimum an outline of: activation sequences, staffing, equipment mobilization workflow, communication structure, fuel sourcing plan, capacity and back up assets.

6.6 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the NC Emergency Management Contract Manager.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. 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. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

6.9 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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ATTACHMENT A: COST PROPOSAL

Vendor shall furnish all necessary labor, transportation, equipment, tools, materials and supplies as may be required to provide services for Emergency Fuel in accordance with the terms and conditions, specifications and scope of work fully incorporated herein.

ITEM/EQUIPMENT	ITEM DESCRIPTION	DAILY
Bobtail Fuel Truck w/Driver	Bobtail Fuel Truck with Driver – Approximate capacity 3,500 gallons	$____________
Transport Fuel Truck w/Driver	Transport Fuel Truck with Driver- Approximate capacity 8,500 gallons	$____________
Mobile Fueling Trailer w/Tractor & Driver	Rapid Response customized fuel tanker trailer with 9,000 gallon capacity and 8 vehicle refueling positions. (Driver & tractor truck included)	$____________
Military Grade Fuel Truck w/Driver	High water/All terrain capable fuel truck with Driver- Approximate capacity 1,000 gallons	$____________
Military Grade Humvee w/fuel tank & Driver	High water/All terrain capable fuel truck with Driver -Approximate capacity 300 gallons	$____________
Mini-Mobile Fueling Station	1,550 Gallon approx. capacity, multi-tank fueling trailer with high volume pumps.	$____________
Vacuum Bobtail w/Driver	Vacuum Bobtail w/Driver with 3,000 Gallon Capacity	$____________
Portable DEF Dispensing Unit w/Truck & Driver	Diesel Exhaust Fluid (DEF) Dispensing Unit for wet hosing vehicles and generators. Minimum 275 gallon capacity. Includes truck and driver for portability.	$____________
DEF Transport Truck w/Driver	Transport Truck w/Tanker Trailer & Driver for Diesel Exhaust Fluid (DEF) - Approximate capacity 5,000 gallons	$____________
DEF Bobtail w/Driver	DEF Bobtail with Driver- 1,500 Gallon Capacity	$____________
Aviation Transport Fuel Truck w/Driver	Jet-A Transport Fuel Truck with Driver- Approximate capacity 8,500 gallons	$____________
Blivit	500 Gallon Fuel Bladder for air lifting fuel "Sling Load"	$____________
Delivery Truck	Delivery Truck for Delivery/Pickup of portable tanks, frac tanks, mini- mobile fueling station, command centers, portable housing, or any other equipment requiring transportation	$____________
Portable berm	Spill containment berm	$____________
Personnel (to include firm, fixed price covering lodging and per diem)		
Logistics Manager or Technician	Fuel logistics coordinator or technician to repair equipment	$____________
Labor/Attendant	Man to operate fuel station or re-fuel vehicles	$____________
SUBCONTRACTED EQUIPMENT		

Subcontracted: Bobtail Fuel Truck w/Driver	Bobtail Fuel Truck with Driver - Approximate capacity 3,500 gallons	$____________
Subcontracted: Transport Fuel Truck w/Driver	Transport Fuel Truck with Driver- Approximate capacity 8,500 gallons	$____________
Subcontracted: Mobile Fueling Trailer w/Tractor & Driver	Rapid Response customized fuel tanker trailer with 8,000 gallon capacity and 8 vehicle refueling positions. (Driver & tractor truck included)	$____________
Propane Bobtail Truck w/Driver	Propane Bobtail Truck with Driver - Approximate capacity 3,000 gallons	$____________
Propane Tanker w/Driver	Propane Tanker with Driver- Approximate capacity 6,000 gallons	$____________
Frac Tank (Single Wall)	20,000 gallon frac tank	$____________
Frac Tank (Dual Wall)	16,100 gallon frac tank	$____________
Deck Boat with operator	Marine vessel with a capacity ranging from 250- 1000 gallons of dispensing fuel	$____________
Aviation Bobtail	Aviation Bobtail Fuel Truck with Driver - Approximate capacity 3,000 gallons. Capable of refueling aircraft.	$____________
Propane Storage Tank- 100 Gallon	100 gallon Propane Bulk Tanks	$____________
Propane Storage Tank- 500 Gallon	500 gallon Propane Bulk Tanks	$____________
E-10	Daily Rack Rate per Gallon Pumped	$____________
Gasoline	Daily Rack Rate per Gallon Pumped	
Ultra-Low Sulfur Diesel #2 Un-Dyed	Daily Rack Rate per Gallon Pumped	$____________
Propane	Daily Rack Rate per Gallon Pumped	$____________
Diesel	Daily Rack Rate per Gallon Pumped	$____________
Gasohol	Daily Rack Rate per Gallon Pumped	$____________
#6 Residual Fuel Oil	Daily Rack Rate per Gallon Pumped	$____________
Kerosene	Daily Rack Rate per Gallon Pumped	$____________
Aviation Gasoline	Daily Rack Rate per Gallon Pumped	$____________

Charges and Fees

- Superfund Charge: Superfund charges are not to be included in the price of fuels but shall be listed on the invoice as a separate line-item.
- Fuel Surcharge: Surcharges are not allowed.
- Additional Fees: 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.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:
https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:
https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025

The remainder of this page is intentionally left blank.

ATTACHMENT D: CUSTOMER REFERENCE FORM

Solicitation #: ___________________________

Vendor Name:___________________________

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: ______________________________

Vendor Name: ______________________________

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. **Will any work under this Contract be performed outside of the United States**? YES ☐ NO ☐

   If "YES":

   a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any sub Vendors, employees, or any other persons performing work under the Contract.

   b) Specify the manner in which the resources or workers will be utilized:

2. **Where within the United States will work be performed?**

____

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, sub Vendors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or sub Vendor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: ____________________________________

Name of Vendor: __________________________________

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: ____________________ (If no audit within past 18 months, explain reason below)

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

____

Signature Date

____

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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.

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-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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 $100,000 for each such failure.

The Vendor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____
Signature of Vendor's Authorized Official

____
Name and Title of Vendor's Authorized Official

____
Date