



# State Term Contract 405D – Emergency Source Propane

Purchase & Contract  
DEPARTMENT OF ADMINISTRATION

<b>Bid Number</b>	201500927
<b>Contract Name</b>	Emergency Source Propane
<b>Effective Dates</b>	August 31, 2015 through October 1, 2018
<b>Vendor Contact Information</b>	<b>AmeriGas Propane LP</b> – 610-304-1620 or 888-528-9475 – 610-768-7694 Fax <a href="#">Dawn Stevenson</a>
<b>Special Note</b>	<p>Due to Vendor tank ownership at locations/sites across the State, Vendors under Statewide Term Contract 405D for Emergency Source Propane may not have access to certain tanks. To view the current Statewide Term Contract 405A Propane, click on the following link <a href="http://www.doa.state.nc.us/pandc/405A.pdf">http://www.doa.state.nc.us/pandc/405A.pdf</a> and scroll to the section labeled County Award Distribution; and click on the embedded links <a href="#">Transport</a> and <a href="#">Tankwagon</a> to identify possible tank ownership in a North Carolina county. If necessary, the Vendor shall be obligated to install temporary tank(s) at emergency staging area locations in an affected area to supply propane 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 be 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 and workmanlike manner and conform to all recommendations of the manufacturer, and good construction and engineering practices, and 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 specifically by the Vendor or its agent(s), and 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 should be 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>
<b>Contract Covers</b>	<p>The scope of this contract is intended to cover the State's emergency requirements for Propane 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 Propane into the State of North Carolina. Fuel will be supplied by other sources 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 Contract (405A) for 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 (405D) for Propane.</p>

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	<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 in any zone or may require the vendor to deliver fuel to another zone. The type of need will be referenced on the purchase order.</p> <p>The end-user making the purchase may select a vendor at a slightly higher cost based on the inability of the lowest cost vendor meeting the delivery timeframe.</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>
<b>Contract Type</b>	<p>This is a mandatory state 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>
<b>Minimum Order</b>	<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> <p><a href="#">View Pricing Information</a> <i>(updated weekly)</i></p> <p><b>Daily Fuel Pricing for this contract will be made available when needed.</b></p>
<b>Order Placement</b>	<p>Orders may be placed through <a href="#">E-Procurement</a>, phone or fax.</p> <ol style="list-style-type: none"> <li>1. <a href="#">Ordering Locations</a></li> <li>2. <b>Service</b> <ul style="list-style-type: none"> <li>• <a href="#">Kelly Stockard</a> – 888 528-9475 Ext 28230</li> <li>• <a href="#">Cason Walker</a> – 888-528-9475 Ext 28296</li> </ul> </li> <li>3. <b>Emergency Call Center – 888-528-9475 Option 1</b></li> </ol> <p>The vendor should be contacted when purchasing guidance is needed.</p>
<b>E-Procurement Help Desk</b>	888-211-7440
<b>Shipping and Delivery</b> (FOB-Destination)	<p>The contractor(s) will complete delivery within 24 hours after receipt of purchase order.</p> <ol style="list-style-type: none"> <li>1. <b>Pumping Service:</b> When requested, pumping equipment is to be furnished for unloading fuel, at a charge of no more than \$30.00 per load.</li> <li>2. <b>Hose:</b> 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.</li> <li>3. <b>Bulk Deliveries:</b> Defined as the delivery/purchase of 6,000 gallons or more.</li> <li>4. <b>Spot Deliveries:</b> Defined as the delivery/purchase of 100 gallons to 5,999 gallons.</li> </ol>

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<b>Fuel Tickets</b>	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.
<b>Taxes</b>	<p>Taxes shall not be included in fuel prices unless applicable.</p> <ol style="list-style-type: none"> <li>1. <b>Federal</b> Generally, states and political subdivisions are exempt from excise and transportation tax. Exemption is claimed under Chapter 32 of the Internal Revenue Code. Appropriate exemption certificates will be executed by the using agencies upon contractor's submittal of the same.</li> <li>2. <b>Other</b> Any tax will be provided as a line item on an invoice. Prices shall not include. <ol style="list-style-type: none"> <li>a. <b>Sales Tax</b></li> <li>b. <b>Import Tax</b></li> <li>c. <b>Personal Property Tax</b></li> <li>d. <b>Inspection Tax</b></li> <li>e. <b>State Road Use Tax</b></li> <li>f. <b>State Sales or Use Tax</b></li> </ol> </li> </ol>
<b>Charges and Fees</b>	<ol style="list-style-type: none"> <li>1. <b>Superfund Charge:</b> “Superfund Charge” are not to be included in the price, but should be listed on the invoice as a separate line item.</li> <li>2. <b>Fuel Surcharges:</b> Surcharges are not allowed.</li> <li>3. <b>Additional Fees:</b> 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.</li> </ol>
<b>Contract Administrator</b>	<a href="#">Chris Tart</a> – 919-807-4540
<b>Contract Addenda</b>	