



Purchase & Contract  
DEPARTMENT OF ADMINISTRATION

# State Term Contract

## 405A – Propane

Bid Number	201401551
Contract Name	Propane
Effective Dates	June 2, 2015 to June 1, 2018
Vendor Contact Information	<ol style="list-style-type: none"><li><b>AmeriGas Propane LP</b> – 610-304-1620 or 888-528-9475 – 610-768-7694 Fax <a href="#">Dawn Stevenson</a> <b>Emergency Response</b> Normal Business: 4 Hours – After Hours: 6 Hours Emergency Call Center – <b>888-528-9475 Option 1</b></li><li><b>Charles Tart Propane Inc.</b> – 910-892-0111 – 910-892-0115 Fax <a href="#">Charles Tart</a> <b>Emergency Response</b> Normal Business: 45 Minutes – After Hours: 1 Hour</li><li><b>Cherry Energy</b> – 252-523-3874 – 877-292-1870 Fax <a href="#">Jason Cherry</a> <b>Emergency Response</b> Normal Business: 2 Hours – After Hours: 2 Hours</li><li><b>Ferrellgas</b> – 800-816-3058 -913-661-1517 Fax <a href="#">Erin Barbosa</a> <b>Emergency Response</b> Normal Business: 24 Hours – After Hours: 48 Hours National Accounts – 866-708-8209</li><li><b>Jernigan Oil Company, Inc.</b> – 252-332-2131 or 888-384-2131 – 252-332-7611 Fax <a href="#">Michael Harrell</a> <b>Emergency Response</b> Normal Business: 1 Hour – After Hours: 2 Hours</li><li><b>Sandhills Propane Company</b> – 252-288-3021 – 866-542-8674 Fax <a href="#">John Robert Mattocks</a> <b>Emergency Response</b> Normal Business: 1 Hour – After Hours: 2 Hours Jane Thomas – 910-695-1804 – 910-783-4053 Cell</li><li><b>Suburban Propane</b> – 540-387-2540 Ext 14 or 800-776-7263 – 941-753-0503 Fax <a href="#">Brent Hutson</a> <b>Emergency Response</b> Normal Business: 1 Hour – After Hours: 2 Hours</li><li><b>Williams Fuel Acquisition Inc.</b> – 252-288-3021 – 866-542-8674 Fax <a href="#">John Robert Mattocks</a> <b>Emergency Response</b> Normal Business: 1 Hour – After Hours: 2 Hours Tommy White – 252-823-5126 – 252-544-1544 Cell</li><li><b>Williams Fuel Acquisition Inc. dba Piedmont Propane</b>– 252-288-3021 – 866-542-8674 Fax <a href="#">John Robert Mattocks</a> <b>Emergency Response</b></li></ol>

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	<p>Normal Business: 1 Hour – After Hours: 2 Hours          Tim Jenkins – 704-694-2225 – 704-690-5812 Cell</p>
<b>Contract Covers</b>	<ol style="list-style-type: none"> <li>1. Propane in Tankwagon and Transport Quantities</li> <li>2. Equipment Installation, Repairs &amp; Service</li> <li>3. Repair Service Charges On State-Owned Tanks</li> </ol>
<b>County Award Distribution</b>	<p>Click on the following links for the Vendor that services your county for each fuel and delivery type:</p> <p style="padding-left: 20px;"> <a href="#">Transport</a>  <a href="#">Tankwagon</a> </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><b>Transport Quantities: 9,000 Gallons Minimum Order</b>  <b>Tankwagon Quantities: 100 Gallons Minimum to 8,999 Maximum Order</b></p> <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>
<b>Order Placement</b>	<p>Orders may be placed through:</p> <ol style="list-style-type: none"> <li>1. <a href="#">E-Procurement</a></li> <li>2. Non E-Procurement Users can purchase fuel by completing the following steps:             <ul style="list-style-type: none"> <li>• Review the ‘Vendor Contact Information’ section above to select a vendor on the 405A- Propane Contract</li> <li>• Select the ‘View Pricing Information’ link under the ‘Minimum Order’ section above to obtain the updated weekly fuel prices</li> <li>• Using the vendor and pricing information, please contact the selected vendor via <b>phone</b> or <b>fax</b> to place your purchase order</li> </ul> </li> </ol> <p><b>Vendors</b></p> <ol style="list-style-type: none"> <li>1. <b>AmeriGas Propane LP</b> <ol style="list-style-type: none"> <li>a. <a href="#">Ordering Locations</a></li> <li>b. Service               <ul style="list-style-type: none"> <li>• <a href="#">Kelly Stockard</a> – 888 528-9475 Ext 28230</li> <li>• <a href="#">Danielle Guglielmi</a> – 888-528-9475 Ext 28232</li> </ul> </li> </ol> </li> <li>2. <b>Charles Tart Propane Inc.</b> <ol style="list-style-type: none"> <li>a. Ordering               <ul style="list-style-type: none"> <li>• <a href="#">Charles Tart</a> – 910-892-0111</li> </ul> </li> <li>b. Service</li> </ol> </li> </ol>

# State Term Contract

## 405A – Propane

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- Tony Bunnell – 910-892-0111
3. **Cherry Energy**
    - a. Ordering & Service
      - [Jason Cherry](#) – 252-523-3874
  4. **Ferrellgas**
    - a. Ordering & Service
      - [Howard Davis](#) – 517-404-0719
      - [Josh Powell](#) – 336-659-6751
      - [Will Rudich](#) – 800-829-0082
      - [Kevin Tobolski](#) – 706-864-6151
  5. **Jernigan Oil Company, Inc.**
    - a. Ordering & Service
      - [Michael Harrell](#) – 252-332-2131 or 888-384-2131
      - [Miles Harrell](#) – 252-332-2131 or 888-384-2131
  6. **Sandhills Propane Company**
    - a. Ordering & Service
      - [Jane Thomas](#) – 910-695-1804 or 910-783-4053 Cell
    - b. Service
      - [Bryan Auman](#) – 910-695-1804 or 910-315-4191 Cell
      - [Steve Carrico](#) – 910-695-1804 or 910-783-4247 Cell
  7. **Suburban Propane**
    - a. Ordering & Service
      - [bhutson@suburbanpropane.com](mailto:bhutson@suburbanpropane.com) – 800-776-7263
      - [Robby McKim](#) – 828-835-9798
  8. **Williams Fuel Acquisition Inc.**
    - a. Ordering & Service
      - [Tommy White](#) – 252-823-5126 – 252-544-1544 Cell
      - [Michael Glover](#) – 252-237-0137– 252-289-0962 Cell
    - b. Service
      - Brad Collins – 252-823-5126
  9. **Williams Fuel Acquisition Inc. dba Piedmont Propane**
    - a. Ordering & Service
      - [Tim Jenkins](#) – 704-694-2225 or 704-690-5812 Cell
    - b. Service
      - Michael Caulder - 704-694-2225 or 704-690-5912 Cell
      - [Vickie Williams](#) – 704-694-2225 or 704-690-5907 Cell

Loaded in to E-Procurement	Yes
E-Procurement Help Desk	888-211-7440

# State Term Contract

## 405A – Propane

**Equipment Installation,  
Repairs, Service &  
Removal**

1. Service shall be performed in a professional and workmanlike manner and conform to all recommendations of the manufacturer, and good construction and engineering practices. Repairs shall be completed within 3 business days, and ready for use.
2. The Vendor shall schedule and coordinate the work with the user to cause the least possible interference with or interruption of the user's activities. It is intended that work be performed during normal working hours. At the request of the user, installations shall include tank line and any hardware necessary for connections. Vendor shall also leave equipment ready for use. Charges for line and other necessary hardware shall be in accordance with "Parts Cost Markup" below, with invoicing provided to the agency. See labor rates for acceptable labor charges.
3. The Vendor shall be completely responsible for any damages caused solely by the Vendor or its agent(s) to any buildings, its contents, or the surrounding grounds as a direct result of the installation, maintenance, or removal of any equipment.
4. Upon completion of the work, 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.
5. In the event the contract is not be renewed after the initial term of the contract, Vendor shall reimburse the using agency for the unused gallons in the tank, within thirty (30) days based on the per gallon rate in effect when the last delivery was made and, remove its tanks within 5 business days. Evidence of such reimbursement shall be provided to the Division of Purchase & Contract. Any and all line and hardware shall be left intact and ready for acceptance of another tank.
6. There shall be no separate charges for installation or removal of tanks, nor any dues or fees for the use of the specified equipment except as provided under "All Other Labor".
7. Due to the fact that in most instances tanks belong to the Vendor, we discourage the practice of installing underground tanks for storage of product purchased from this contract.

**Repair Service Charges On  
State-Owned Equipment**

- |    |   |         |
|----|---|---------|
| 1. | Simple air & flame adjustments during regular work hours        | \$35.00 |
| 2. | All other labor except as noted above:                          |         |
| a. | First man, first hour or part thereof                           | \$45.00 |
| b. | Each additional man, first hour or part thereof                 | \$20.00 |
| c. | First man, each additional 30 minutes or part thereof           | \$25.00 |
| d. | Each additional man, each additional 30 minutes or part thereof | \$15.00 |
| 3. | Parts cost mark up over contractor's supplier invoiced cost     |         |
| a. | AmeriGas Propane LP – 18%                                       |         |
| b. | Charles Tart Propane Inc. – 25%                                 |         |
| c. | Cherry Energy – 25%   |         |
| d. | Ferrellgas – N/A  |         |

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	<ul style="list-style-type: none"> <li>e. Jernigan Oil Company, Inc. – 25%</li> <li>f. Sandhills Propane Company – 25%</li> <li>g. Suburban Propane – 20%</li> <li>h. Thompson Gas – 25%</li> <li>i. Williams Fuel Acquisition Inc. – 25%</li> <li>j. Williams Fuel Acquisition Inc. dba Piedmont Propane – 25%</li> </ul>
<b>Shipping and Delivery</b> (FOB-Destination)	<ol style="list-style-type: none"> <li>1. Vendors shall make deliveries within <b>two (2) days</b> after a receipt of a purchase order. Deliveries can only be made <b>Monday through Friday</b> from the hours of <b>8 a.m. to 4 p.m.</b>, unless an emergency warrants otherwise.</li> <li>2. Systems will be maintained on a "<b>Keep Filled</b>" basis for all locations, unless a location specifies they want delivery of product only when requested.</li> <li>3. A delivery ticket shall accompany each delivery. Volume delivered and invoiced will be based on net gallons.</li> <li>4. Allocation deliveries are not acceptable.</li> <li>5. Stopping in transit for partial unloading shall be charged a maximum fee of \$30.00 for each stop. The agency shall designate the required number of stops.</li> </ol>
<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.             <ul 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> </ul> </li> </ol>
<b>Fees</b>	<ol style="list-style-type: none"> <li>1. <b>Superfund Charge:</b> "Superfund Charges" 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 may pass along; they include the LUST fee, the NORA fee and the Oil Spill Liability Trust Fund. Any fee shall be itemized separately on an invoice.</li> </ol>
<b>Contract Administrator</b>	<a href="#">Chris Tart</a> – 919-807-4540
<b>Contract Addenda</b>	June 10, 2015 – Updated Non E-Procurement Users Ordering Instructions
	August 6, 2015 – Removed Tank Conversion/S without Completion Clause