

Statewide Term Contract 405D - Emergency Source Propane

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| Bid Number | 201500927 |
| Contract Name | Emergency Source Propane |
| Effective Dates | August 31, 2015, through March 31, 2026 |
| Awarded Vendor and Contact | AmeriGas Propane LP Andrew Fedynyshyn (610) 768-7608 (888) 528-9475, option 1 |
| Contract Covers | <p>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.</p> <p>In cases of pipeline interruption, the participating agency will be obligated to contact vendors under the existing statewide term contracts for propane: 405A - Propane. If fuels are not available or unable to be delivered in the specified timeframe under the existing statewide term contract, the participating agency will then contact the awarded vendor referenced on this emergency statewide term contract (405D) for emergency source propane.</p> <p>This contract will be effective when the contract administrator determines that there is an interruption in normal pipeline supply or any other interruption of normal supply of propane upon “Declaration of Emergency” enacted by the Governor of North Carolina.</p> <p>Based on emergency need, the state of North Carolina may require multiple drops and cross vehicle fueling. The type of need will be referenced on the purchase order. The state also reserves the right to pursue other means/avenues necessary to achieve their fuel requirements if contractors are unable to meet the contract’s obligations due to an emergency.</p> |
| Contract Type | This is a mandatory statewide term contract for state agencies, departments, institutions, universities, and community colleges - unless exempted by North Carolina general statute. Non-mandatory entities, including schools and local governments, may use this contract as allowed by general statute. |
| Special Note | <p>Due to tank ownership at sites across the state, vendors under this contract may not have access to certain tanks. View the statewide term contract covering normal propane requirements to identify possible tank ownership in a North Carolina county: 405A - Propane.</p> <p>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> |

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| | <p>Installation shall be performed in a professional, workmanlike manner and conform to all recommendations of the manufacturer. It shall also consist of good construction, engineering practices and be ready for use.</p> <p>The vendor shall schedule and coordinate the work with the state to cause the least possible interference with or interruption of the state's activities in and around the facilities. Upon completion of the installation of temporary tanks, the vendor shall remove all debris, cartons, etc., which was caused specifically by the vendor or its agent(s). In addition, the vendor shall always maintain all exit ways free and clear.</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. 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.</p> |
| Minimum Order | <p>The minimum order amount that will qualify for prepaid FOB transportation is 100 gallons. Transportation charges will apply to orders that are less than 100 gallons. Agencies are authorized to purchase from available sources for orders of less than 100 gallons.</p> |
| Contract Items and Pricing | <p>Pricing Information (updated weekly) Daily fuel pricing for this contract will be made available when needed.</p> |
| Delivery Information | <p>Contractors will complete delivery to FOB destination within 24 hours after receipt of purchase order.</p> <ul style="list-style-type: none"> • Pumping Service: When requested, pumping equipment is to be furnished for unloading fuels at a charge of no more than \$30.00 per load. • Hose: Vendor to provide standard footage of hose. Additional footage shall be charged at the normal rate, and the vendor shall notify of additional charges before delivery. • Bulk Delivery: Defined as the delivery/purchase of 6,000 gallons or more. • Spot Delivery: Defined as the delivery/purchase of 100 gallons to 5,999 gallons. <p>Fuel tickets shall be provided within 24 to 48 hours after delivery of fuels, 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 participating agency but the method of notification will be based on the participating agency's preference by the vendor.</p> |
| Charges and Fees | <ul style="list-style-type: none"> • 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. |
| Taxes | <p>Prices shall not include taxes unless applicable.</p> <p>Federal Generally, states and political subdivisions are exempt from excise and transportation tax. Exemption is claimed under Chapter 32 of the Internal Revenue Code. Appropriate exemption certificates will be</p> |

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| | <p>executed by the participating agency upon the contractor's submittal of the same.</p> <p>Other Any taxes will be provided as a line item on the invoice. Prices shall not include:</p> <ul style="list-style-type: none"> • Sales tax • Import tax • Personal property tax • Inspection tax • State road use tax • State sales or use tax |
| Order Placement | <p>Orders may be placed through eProcurement, phone, or fax.</p> <p>Ordering Authorized Dealers</p> <p>Service Carolyn Robinson (888) 528-9475 Kelly Stockard (888) 528-9475, ext. 28230 Carson Walker (888) 528-9475, ext. 28296</p> <p>Call Center (888) 528-9475, option 1</p> <p>Contact the vendor with questions regarding goods, services, prices, and for purchasing guidance when utilizing this contract.</p> |
| eProcurement | eProcurement |
| eProcurement Help Desk | (888) 211-7440 |
| Contract Manager | <p>Jackson Alspaugh (984)-236-0268</p> <p>Pablo Blackwell (984)-236-0244</p> |
| Contract Addenda | <p>03/07/2016: Contract Administrator changed to Grant Braley</p> <p>04/23/2018: Contract extended through October 1, 2019</p> <p>07/10/2019: Contract extended through October 1, 2020</p> <p>07/06/2020: Contract Administrator changed to Steve Hussey</p> <p>09/21/2020: Contract extended through October 1, 2021</p> <p>08/03/2021: Contract extended through January 31, 2023</p> <p>01/18/2023: Contract extended through May 31, 2023</p> <p>03/17/2023: Contract Administrator changed to Contract Manager Kayla Glenn</p> <p>04/10/2023: Contract Manager changed to Pamela Case</p> <p>04/21/2023: Contract Manager changed to Kayla Glenn</p> <p>05/18/2023: Contract extended through October 31, 2023</p> <p>08/21/2023: Contract Manager changed to Melissa Pressley</p> <p>11/27/2023: Contract Manager changed to Austin Kiziah</p> <p>04/30/2024: Contract extended through August 30, 2024</p> <p>08/30/2024: Contract extended through October 30, 2024</p> <p>10/30/2024: Contract extended through December 31, 2024</p> <p>12/31/2024: Contract extended through February 28, 2025</p> |

02/19/2025: Contract extended through June 30, 2025
06/30/2025: Contract extended through December 31, 2025
12/30/2025: Contract extended through March 31, 2026
02/09/2026: Contract Managers changed to Jackson Alspaugh and Pablo Blackwell