

Term Contract No. 405L

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	405L	B-20 Transport
Effective Dates	March 1, 2011 through February 28, 2013	
Bid Number	201002016	
Administrator	Grant Braley	
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Last Updated		

1. General Information

A change in the above referenced bid is a requirement that the vendor is responsible to combine any additives to the B-20 when delivered, to stabilize the fuel during the cold months, thereby eliminating the "cold flow" problems. In addition, **vendor has agreed to offer additives at no additional expense to the State to combat any fungus growth in the fuel tanks.**

For questions regarding the tank permitting program, contact Annette Parker at the North Carolina Department of Environment and Natural Resources, Division of Waste Management, Underground Storage Tank at (919) 733-8486.

2. Scope of Contract

The scope of this contract is intended to cover the State's normal transport requirements for Bio-Diesel for use by all State Agencies, Institutions, and all Public Schools except those exempt by Statute noted herein.

3. Minimum Orders

This contract will be for **a minimum order of 6000 gallons for any single order**. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, then transportation charges will be prepaid and added to the invoice.

4. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

When ordering bid-diesel transport from this contract, please be aware pricing is updated weekly. The price will be that in effect at the **time of delivery, not the date the order is released.**

Optional Order Placement Via E-Procurement Steps:

1. All orders will be "Blanket Orders" on this contract. The quantity (line 7) x price (line 9) equals the \$ amount of the blanket order.
2. Open the Ariba Buyer window. Click on the following link: [E-Procurement Users](#)
3. Click on the tab marked, "Non-Catalog".
4. In the field titled, "Full Description", type the following "Bio-Diesel Transport per Term Contract 405L".
5. In the field titled, "Commodity Code", find and select the following code "405-09: Fuel Oil".

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6. In the field titled, "Supplier", select the supplier.
7. In the field titled, "Quantity", type in the total dollar amount of this blanket order.
8. In the field titled, "Unit of Measure", find and select the following unit of measure "dollars".
9. In the field titled, "Price", type \$1.00.
10. Set the "Blanket Order" tag to "YES".
11. Complete all other appropriate information on this page and click "Add Item".
12. On the View Line Items page click "Edit" to access the Edit Line Item page. On the drop down box next to "Contract?" select "Statewide". When you select "Statewide", the "Contract ID" field appears. Enter your Term Contract ID Number into the "Contract ID" field. Do not use spaces or dashes in the Term Contract ID Number. Your Term Contract Number should be entered as follows "405L". Click "OK".

***** Note: All applicable taxes shall be included in the Tax Amount Field referenced on the requisition. *****

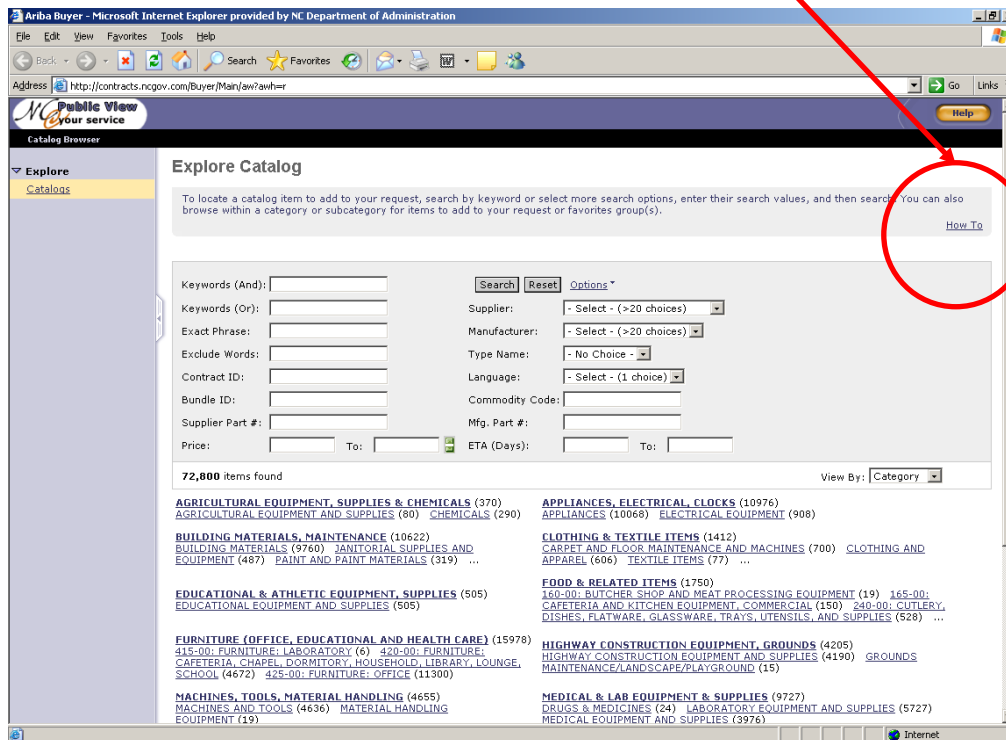
Steps for "Blanket Order" Release for delivery and receiving of goods:

1. **All releases for transport loads will be initiated by the customer.** Place your release requirements by telephone with the designated supplier for a particular location.
2. When invoice is received from the vendor, validate the pricing charged (Price/at delivery date) with the data downloaded from the P&C website. If invoice is approved go to the Ariba Buyer window and receive/approve the goods.

Non E-Procurement Users

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- a. Click on the following link: [E-Procurement Public View](#)
- b. For online assistance regarding item searching; click on the "How to" underlined link located near the upper-right hand corner.



5. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

6. Delivery

The successful bidder will complete the delivery **within three (3) consecutive business days**, unless delayed delivery is requested, to prevent any undue hardship or price disadvantage to the using agency. The state expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the contractor to meet stated delivery schedules may be cause for removal from the contract.

All Deliveries: All participants will place their bio-diesel orders directly with the contractors. Please note that ordering and fax numbers (where acceptable) are listed on the term contract in the ordering information section. When placing an order by telephone or fax, be sure to give the date and approximate time the delivery is required and if the tanks are above ground and require a pump or below ground (if below ground, give permit number). Please tell vendor if extra hose may be required. You may want to obtain a confirmation number or dispatcher name when placing order.

Delivery Ticket: Contractors should have delivery ticket signed by receiver and indicating date of delivery and gallons delivered. Agency should retain copy for records. It is not required by contractor to have current price on delivery ticket. Delivery vehicles will be equipped in accordance with one of the following:

- a. A metered pump. A metered delivery ticket shall accompany each delivery; or
- b. With calibrated compartments with the capacity clearly marked on each compartment. Agencies should request the driver to "stick" the tank prior to and after delivery to verify gallons loaded at terminal and quantity unloaded at delivery site.

Agencies should anticipate delays in deliveries under adverse weather conditions and certain market conditions. Agencies should plan inventory levels accordingly.

7. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is 6,000 gallons or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contact.

Note: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

8. Item Pricing Information

The pricing information is updated **weekly** throughout the term of the contract. Click on the following link to view the current week's price; [405L Bio-Diesel Transport](#).

9. Invoices

It shall be understood and agreed that orders will be shipped at the established contract price in effect on date of delivery. All orders placed under this proposed contract are to be fulfilled **within three (3) business days**, unless delayed delivery is requested, to prevent any undue hardship or price disadvantage to the using agency. All deliveries and billing shall be by net gallons. The invoice shall include the name and address of contractor and receiving agency, gross gallons and net gallons delivered, date delivered, product identity and brand, the appropriate contract price per gallon, and any applicable tax/fees shown as a separate item. Invoicing at variance with this provision will subject the contract to cancellation.

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10. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address	Contact Information	County Served
Potter Oil & Tire Co., Inc	PO Box 7 Aurora NC 27806	Brian Potter, Vice President Toll Free: (800) 962-8473 Phone: (252) 322-4031 Fax: (252) 322-5215 E-Mail: brian@potteroil.com	Alexander, Alleghany, Anson, Ashe, Avery, Bertie, Bladen, Brunswick, Buncombe, Burke, Cabarrus, Caldwell, Camden, Carteret, Caswell, Catawba, Cherokee, Chowan, Clay, Cleveland, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Graham, Haywood, Henderson, Hertford, Hoke, Hyde, Iredell, Jackson, Jones, Lincoln, Macon, Madison, McDowell, Mecklenburg, Mitchell, New Hanover, Northampton, Pasquotank, Perquimans, Person, Polk, Rowan, Rutherford, Scotland, Stanly, Stokes, Surry, Swain, Transylvania, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin, Yancey
Red Star Oil Company	802 Purser Drive Raleigh NC 27603	Brenda Weaver, Dispatcher Toll Free: (800) 774-6033 Phone: (919) 772-1944 Cell: (919) 669-6075 Fax: (919) 779-8871 E-Mail: brenda@redstaroil.com	Alamance, Beaufort, Chatham, Columbus, Craven, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Johnston, Lee, Lenoir, Martin, Montgomery, Moore, Nash, Onslow, Orange, Pamlico, Pender, Pitt, Randolph, Richmond, Robeson, Rockingham, Sampson, Vance, Wake, Warren, Wayne, Wilson

11. Vendor Complaint Form

The Vendor Complaint Form can be found by clicking: [Vendor Complaint Form](#).

12. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

13. Contract Addenda

Addendum	Effective Date	Description