

**Term Contract No. 405D**

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>405D</b>	<b>Residual Fuel Oil #6</b>
<b>Effective Dates</b>	October 4, 2011 through September 30, 2013	
<b>Bid Number</b>	201101237	
<b>Administrator</b>	Grant Braley	
<b>Phone</b>	(919) 807-4550	
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<b>Last Updated</b>		

**1. General Information**

Due to the better availability of natural gas, **Residual Fuel Oil #6** is now a secondary fuel source for many institutions. You may want to contact the institutions to determine their future needs.

**2. Scope of Contract**

The scope of this contract is limited to the normal requirements for residual fuel oil for use by ordering agencies listed herein. Bidder understands and agrees to allow additional agencies not listed to purchase from this contract.

**3. Minimum Orders**

This contract will be for a minimum order of **7,000 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, and the contractor elects to accept such order, 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 residual fuel oil #6 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 "Residual Fuel Oil #6 Transport per Term Contract 405D".
5. In the field titled, "Commodity Code", find and select the following code "405-11: Residual Fuel".

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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 "405D". Click "OK".

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

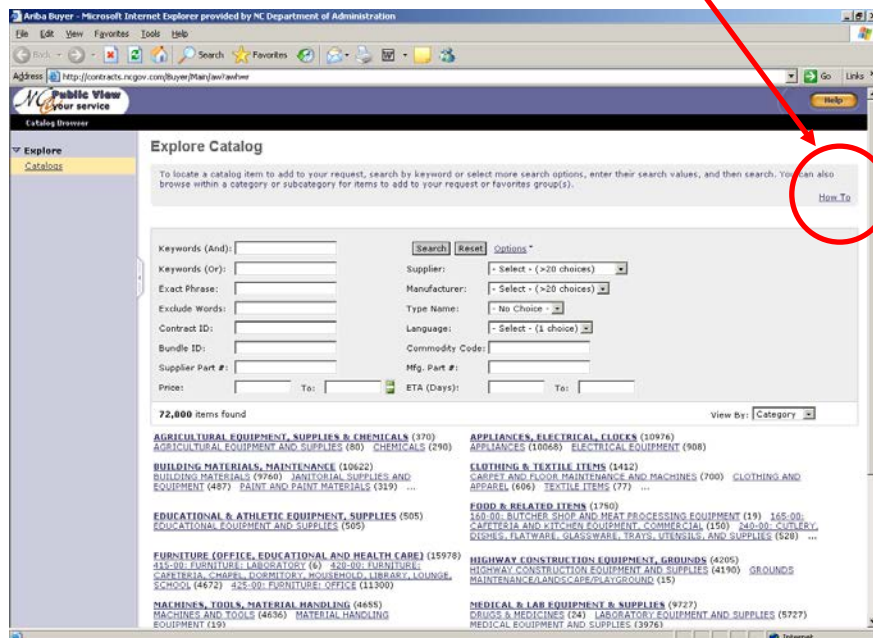
### Steps for "Blanket Order" Release for delivery and receiving of goods:

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.



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### 5. Delivery

The contractor(s) will complete delivery within **two (2) days** after receipt of purchase order. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

### 6. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is **7,000 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.**

### 7. Item Pricing Information

The pricing information is updated weekly throughout the term of the contract. Prices are subject to change each Tuesday. Click on the following link to view the current week's price; [405D Residual Fuel Oil #6](#).

### 8. Taxes

If applicable, itemize them as a separate line item on the invoice. This section is different from previous bids.

- A. **Inspection Tax:** All bid prices shall not include the inspection tax of 1/4 cent per gallon.
- B. **State Road Use Tax:** All bid prices shall not include the state road use tax.
- C. **State Sales & Use Tax:** All bid prices shall not include any state sales and use tax.
- D. **Federal Tax:** Federal tax shall not be included in any bid price or invoice as exemption is claimed as provided by Chapter 32 of the Internal Revenue Code.
- E. **Superfund Charge:** All bid prices are not to include "Superfund Charge", but should be listed as a separate line item.
- F. **Fuel Surcharges:** No fuel surcharges will be allowed during the contract.

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**9. 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.

<b>Contractor Name</b>	<b>Address</b>	<b>Contact Information</b>	<b>County Serviced</b>
Indigo Energy Partners, LLC	6230 Shiloh Road Suite 120 Alpharetta GA 30005	David Mansfield, Bid Manager <b>Toll Free:</b> (866) 730-8024 <b>Phone:</b> (678) 513-9114 <b>Fax:</b> (678) 513-9122 <b>E-Mail:</b> <a href="mailto:dmansfield@indigoenergy.com">dmansfield@indigoenergy.com</a>	Burke, Jackson
James River Solutions	10487 Lakeridge Parkway Suite 100 Ashland VA 23005	Tracy Little, President <b>Toll Free:</b> (800) 825-5599 <b>Phone:</b> (804) 358-9000 <b>Fax:</b> (804) 550-2880 <b>E-Mail:</b> <a href="mailto:tracy@jrpetro.com">tracy@jrpetro.com</a>	Durham, Granville, Hoke, Lenoir, Orange, Wake, Wayne

**10. Vendor Complaint Form**

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

**11. Contract Addenda**

<b>Addendum</b>	<b>Effective Date</b>	<b>Description</b>