

Term Contract No. 405H

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	405H	Oils, Lubricants, Greases, and Antifreeze
Effective Dates	August 13, 2009 through August 12, 2012	
Bid Number	200900505/200900871	
Administrator	Grant Braley	
Phone	(919) 807-4550	
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Last Updated	May 25, 2011	

1. General Information

All orders, shipments, invoices, and product information are handled through Correction Enterprise.

Waste Oil & Antifreeze: Waste oil and antifreeze are disposed of under contract, **Recycle Used Motor Oil & Antifreeze: Contract # O12147**, by State Surplus Property. For pick up call Noble Oil at (800) 662-5364. Also, you can go to the following link; <http://www.doa.state.nc.us/ssp/gen-recycontracts.htm>, for additional information concerning this contract.

2. Scope of Contract

The scope of this contract is limited to the State's normal requirements for Motor Oils, Lubes, Greases and Antifreeze.

This contract is for use by all states agencies, departments, institutions, universities, community colleges, public school unites (except those exempted by statute), and certain non state agencies.

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

3. Taxes

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

4. Abnormal Quantities

Any agency requirement that exceeds **\$25,000.00** must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- a. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
- b. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
- c. A separate Invitation for Bids may be issued for the requirement

5. Delivery

Correction Enterprise will complete delivery within **fourteen (14) consecutive calendar days** after receipt of order.

6. Transportation Charges

All orders for products from Correction Enterprises, regardless of order size, will be shipped **FOB Destination** to any North Carolina location.

7. 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 Correction Enterprise.

8. Contract Changes

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.

9. Substitutions

Substitutions are not permitted without prior written approval of this division. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

10. Product Recall

In submitting this bid, bidder expressly assumes full responsibility for prompt notification of any product recall in accordance with the applicable state or federal regulations.

11. Product Addition/Deletion

The State recognizes that new products may be announced within a product line that may replace or supplement items called for within this bid. The State further recognizes that the needs of users may change during the contract period. In either case, replacement and/or supplemental products, which meet or exceed the minimum bid requirements, may be added to this contract at the sole discretion of the State. New products should be offered at a discount equal to or greater than the original bid percentage. Correction Enterprise should submit request to add or delete products in writing. Products will be added or deleted only with written approval from the state and implemented by contract addenda, released by the Contract Administrator.

12. Warranty

The manufacturers of the products offered under this contract warrant that all such products furnished shall be of the grade and quality specified and required.

13. Products and Pricing

Click on the following link to see available products and pricing;
<http://www.correctionenterprises.com/products/oil/>.

DRUMS: ALL 55 GALLON DRUMS OFFERED ARE RETURNABLE. There shall be no deposits or additional charges required for shipping product in returnable drums. Returnable drums will be picked up by the contractor, but please make sure the drums are **empty** prior to requesting pick-up.

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14. Contractor

All orders are to be placed through Correction Enterprises Customer Service Center:

Contractor Name	Address	Contact Information	Terms
Correction Enterprise	2020 Yonkers Road MSC 4240 Raleigh NC 27699-4240	Gail McLamb Toll Free: (800) 241-0124 Phone: (919) 716-3600 Fax: (919) 716-3975	Net 30

For questions about products or use contact Stephen Stewart at (919) 387-1000

15. Contract Addenda

Addendum	Effective Date	Description
1	9/17/2009	Additional Groups Added Through Recent Solicitation
2	4/7/2010	Contract Extension to August 12, 2011.
3	5/25/2011	Contract Extension to August 12, 2012.