

Term Contract No. 405R

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| STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION | | |
| DIVISION OF PURCHASE AND CONTRACT | | |
| 116 West Jones Street, Raleigh, NC 27603-8002 | | |
| Term Contract | 405R | E-85 Transport |
| Effective Dates | August 6, 2013 through June 1, 2015 | |
| Bid Number | 201300607 | |
| Administrator | Grant Braley | |
| Phone | (919) 807-4519 | |
| Fax | (919) 807-4510 | |
| E-Mail | Grant.Braley@doa.nc.gov | |
| Last Updated | May 26, 2015 | |

1. General Information

This contract is for E-85 alternative fuel for "Flex-Fuel Vehicles", in Transport Quantities (6000 gallons or more). In the past this has been a Department of Administration, Motor Fleet Management Agency Specific Term Contract.

The State of North Carolina uses 9.0 RVP throughout the state year round with the exception of **two (2) counties that have a low 7.8 RVP program during the summer months**. Those counties include: **Gaston and Mecklenburg**.

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 limited to E-85 Transport. This contract is for use by all state agencies, departments, institutions, universities, community colleges, public school units, as well as cities and municipalities. We are proud to offer this cleaner burning, alternate fuel source.

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. 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, 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.

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When ordering unleaded gasoline 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 "E-85 Transport per Term Contract 405R".
5. In the field titled, "Commodity Code", find and select the following code "405-14: Gasohol".
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 "405R". Click "OK".

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

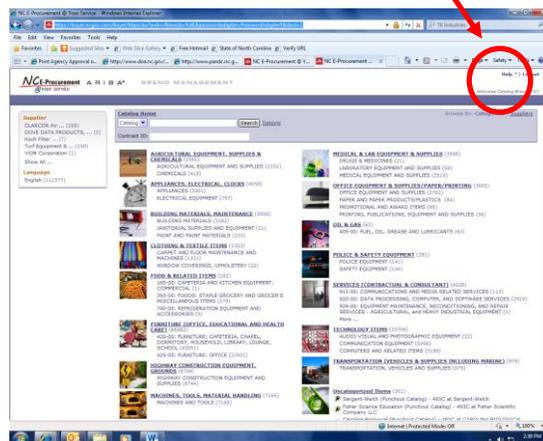
Steps for "Blanket Order" Release for delivery and receiving of goods:

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 assistance regarding item searching; click on the "Help" link located near the upper-right hand corner.**



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5. 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.

6. Delivery

The contractor(s) will complete delivery within **two (2) consecutive business days**, unless delayed delivery is requested, to prevent any undue hardship or price disadvantage to the using agency. 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.

Partial Unloading: ONLY IN EMERGENCY SITUATIONS & DISCRETION OF THE VENDOR shall shipments moving from one user be stopped in transit for partial unloading and delivery to another user at a designated stop on the line of route. The following provisions shall apply:

- a. The charge for each stop over shall be a maximum of \$30.00.
- b. The order shall identify the point or points at which it is desired that the shipment be stopped in transit, together with the name and address of the user for whom stopping and delivery is desired and shall further designate portion of the shipment to be stopped for such delivery.

All Deliveries: All participants will place their orders directly with the contractors. Please note that ordering and fax numbers (where acceptable) are now 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. The vendor indicates he can assure use the blend rate thru dual meter slips. (These are available upon request.)
- 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.

7. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is **6,000 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.

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; [405R E-85 Transport](#).

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.

| Contractor Name | Address | Contact Information |
|-------------------------------|---|--|
| Petroleum Traders Corporation | 7120 Pointe Inverness Way Fort Wayne IN 46804-7928 | Gayle Newton, Contract Sales Manager Toll Free: (800) 348-3705 ext. 1002 Phone: (260) 207-6347 Fax: (260) 207-6347 E-Mail: gnewton@petroleumtraders.com Emergency Dispatch Toll Free: (800) 348-3705 Ext 1 |

10. 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 two (2) 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.

11. Vendor Complaint Form

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

12. Contract Addenda

| Addendum | Effective Date | Description |
|----------|----------------|---|
| 1 | 10/16/2013 | Administrator change |
| 2 | 1/30/2014 | Administrator change |
| 3 | 5/14/2014 | Administrator change to Sandy Anderson |
| 4 | 11/25/2014 | Contract Administrator Update |
| 5 | 2/5/2015 | 7.8 RVP County Update |
| 6 | 5/26/2015 | Contract Expiration Date Amended to June 1, 2015. |
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