



State of Idaho

**State Wide Blanket Purchase Order**

**Purchase Order Summary**

**Purchase Order Number:** SBPO19200189

**Account Number:** AC-1

**Purchase Order Date:** October 22, 2018

**Service Start Date:** October 22, 2018

**Service End Date:** October 21, 2020

**Payment Method:** Invoice

**Payment Terms:** NET30

**Currency:** USD

**FOB Instruction:** Destination

**Supplier**

Craig Mackay  
 The Sherwin-Williams Company  
 10406 Tucker Street  
 Beltsville, MD 20705  
**Phone:** 800-723-8766-3161

**Fax:** 301-595-0427

**Email:** craig.mackay@sherwin.com

**Buyer Contact**

Arianne Quignon  
 Tel:208-332-1604  
 Fax:208-327-7320  
 arianne.quignon@adm.idaho.gov

**Attachment(s):**

- [ITB18000090-01 Facilities MRO.docx](#) :
- [ITB18000090-01 QA.docx](#) :
- [ITB18000090-01 Brady SBPO1392 Usage FY17.xlsx](#) :
- [ITB18000090-01 Fastenal PADD1082 Usage FY17.xlsx](#) :
- [ITB18000090-01 Grainger Usage.xlsx](#) :
- [ITB18000090-01 NorthCoast Elec PADD1084 Usage FY17.xlsx](#) :
- [ITB18000090-02 QA.docx](#) :
- [solicitation\\_instructions Jan 2017.pdf](#) :
- [Standard Terms and Conditions Jan 2017.pdf](#) :

**Contract Number:**

**Bill To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 304 N 8th Street Rm 403  
 PO Box 83720  
 Boise, Idaho 83720

**Phone:** 208-332-1600

**Fax:** 208-327-7320

**Ship To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 304 N 8th Street Rm 403  
 PO Box 83720  
 Boise, Idaho 83720

**Phone:** 208-332-1600

**Fax:** 208-327-7320

**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Instructions**

This Contract is for Facilities Maintenance, Repair and Operations (Facilities MRO) for the State of Idaho. This Contract shall be for the period noted above and may be renewed, extended, or amended for up to three (3) additional years, subject to mutual, written agreement between the parties. This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Ordering Agency will issue individual orders on an as needed basis.

Contract Title: Facilities MRO

Contract Usage type: MANDATORY USAGE

PUBLIC AGENCY CLAUSE: YES

Contract Administration: Arianne Quignon

Phone: 208-332-1604

Fax: 208.327-7320

Email: [Arianne.quignon@adm.idaho.gov](mailto:Arianne.quignon@adm.idaho.gov)

**CONTRACTOR:** THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED QUOTE (including any electronic Quote submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

Ship to the FOB Destination and Bill Directly to the Ordering Agency as outlined on the Purchase Order. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the SBPO Number will facilitate the efficient processing of payment.

**QUANTITIES:** The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for the figures given in this document.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The State of Idaho's original solicitation document.
3. The Contractor's signed Quote.

Supplier Part Number	Quantity	Items		Unit Price	Total
		Back Order	Unit		
	2.00	0	ANN	1,000,000.00	\$2,000,000.00
<b>Item Description</b>	#1	Facilities MRO Madatory Use Cat: 6 			
<b>Delivery Date:</b>	October 22, 2018				

**Shipping Method:** Delivery

**Shipping Instructions:**

**Ship FOB:** Destination

**Attachment(s)**

- [002065 Idaho State Registration.PDF :](#)
- [answers to idaho 8.1.docx :](#)
- [evidence of insurance 2018.pdf :](#)
- [idaho addenda.pdf :](#)
- [idaho answers sec 6.docx :](#)
- [idaho appendix 2.pdf :](#)
- [idaho appendix 6.pdf :](#)
- [Idaho bid submittal.pdf :](#)
- [idaho cert of good standing.pdf :](#)
- [idaho sales reps.xlsx :](#)
- [idaho section 11 answers.docx :](#)
- [idaho signature page with authority.pdf :](#)
- [Idaho stores.xlsx :](#)
- [iso cert sites 2015.pdf :](#)
- [Sherwin Williams Catalog Price list - 10.1.17.xlsx :](#)

**Special Instructions:**

---

<b>Sub-Total (USD)</b>	\$2,000,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$2,000,000.00

**Note:** If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Arianne Quignon



**STATE OF IDAHO  
DIVISION OF PURCHASING**

**Invitation to Bid (ITB) ITB1800090**

**FACILITIES MRO**

TABLE OF CONTENTS

**ITB ADMINISTRATIVE INFORMATION..... 1**

**1 PURPOSE ..... 2**

**2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS ..... 3**

**3 BID FORMAT ..... 3**

**4 INQUIRIES..... 4**

**5 PRE-BID CONFERENCE..... 4**

**6 BACKGROUND AND GENERAL INFORMATION ..... 4**

**7 HISTORICAL SPEND ..... 5**

**8 REQUIRED BID SUBMISSION ITEMS ..... 5**

**9 BID SUBMISSION METHODS ..... 7**

**10 BID REVIEW, EVALUATION AND AWARD ..... 8**

**11 BUSINESS TECHNICAL INFORMATION ..... 10**

**12 CATEGORY TECHNICAL INFORMATION ..... 11**

**13 COST ..... 15**

**14 BILLING PROCEDURE..... 15**

**APPENDIX 1-BIDDER QUESTIONS ..... 17**

**APPENDIX 2 – CATEGORY DISCOUNT SCHEDULE ..... 19**

**APPENDIX 3 - SPECIAL TERMS AND CONDITIONS ..... 21**

**APPENDIX 4 – IDAHO AREA MAP ..... 30**

**APPENDIX 5 – DRAFT VENDING MACHINE LEASE AGREEMENT ..... 31**

**APPENDIX 6 – PUBLIC AGENCY ACKNOWLEDGEMENT ..... 37**

**ATTACHMENT 1 – MRO DETAILED USAGE REPORT..... 38**

**ITB ADMINISTRATIVE INFORMATION**

ITB Title:	Facilities MRO
ITB Project Description:	The Division of Purchasing (DOP) is issuing this Invitation to Bid (ITB) to obtain bids from qualified vendors to provide Facilities Maintenance Repair and Operations (MRO) products.
ITB Lead:	Arianne Quignon, Purchasing Officer Idaho Division of Purchasing 650 W. State St., Room B-15 Boise, ID 83720 <a href="mailto:Arianne.Quignon@adm.idaho.gov">Arianne.Quignon@adm.idaho.gov</a> (208) 332-1604
Submit sealed Bid (if submitting manually):	Address for Courier Division of Purchasing LBJ Bldg., Lower Level 650 W. State St., Room B-15 Boise, ID 83702
MANUAL BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY DOP PRIOR TO THE CLOSING DATE AND TIME.	Address for US Mail Division of Purchasing P.O. Box 83720 Boise, ID 83720-0075
Submit electronically via IPRO:	Electronic Submission <a href="http://purchasing.idaho.gov/iprologin.html">http://purchasing.idaho.gov/iprologin.html</a>
Pre-Bid Conference:	Friday, October 6, 2017, 10:00 a.m. Mountain Time
Pre-Bid Conference Location:	JRW East Conference Room Joe R. Williams (JRW) Building, 700 W. State Street, Boise, 83702, 1st floor, east side
Deadline to Receive Questions:	Monday, October 16, 2017, 11:59:59 p.m. Mountain Time
ITB Closing Date:	See IPRO Header Document
ITB Opening Date:	10:30 a.m. Mountain Time the following business day after closing
Award:	The State may award multiple contracts, as further detailed in Section 10.12, below.
Initial Term of Contract and Renewals:	The initial contract term will be two (2) years. Upon mutual, written agreement, contract(s) may be renewed, extended or amended. The anticipated total contract term is five (5) years.
<b>TAKE NOTE OF THE 1.25% ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 5 OF THE STATE'S STANDARD TERMS AND CONDITIONS.</b>	

## 1 PURPOSE

The Division of Purchasing (DOP) is issuing this Invitation to Bid (ITB) to obtain bids from qualified vendors to provide Facilities Maintenance Repair and Operations (MRO) products. The State anticipates awarding multiple contracts: contracts will be awarded by category and by area, groups of areas, or statewide; and the state may also make “multiple awards” within an area, for an individual category, in accordance with Idaho Code 67-9211 (as further detailed in Section 10.12, below).

This ITB has been divided into categories with products that generally represent those most frequently purchased from the current statewide contracts for Facilities MRO products. There are eleven (11) mandatory use categories and seven (7) optional use categories.

In order for your bid to be considered, you must provide a Comprehensive Offering of products in a minimum of one (1) mandatory use category listed below AND you must be able to supply the products within the category(ies) bid to all locations within at least one (1) of the three (3) areas identified on the State of Idaho Area Map, attached as **Appendix 4**.

To better describe each category, the United Nations Standard Products and Services Code (UNSPSC) code (<https://unspsc.org>) has been used as a basic outline for the products classified within each category. It is not intended that the provided UNSPNC Codes represent a comprehensive list of all products within each category, but rather guidelines for better understanding the overall intent of the category.

DOP reserves the right to determine whether any specific products within the categories outlined are mandatory use under Idaho Code 67-9216, “Open Contracts.”

Categories for this solicitation include:

### **Mandatory Use Categories:**

- |                               |   |
|-------------------------------|---|
| 1. HVAC                       | Code 4010                                 |
| 2. Air Filters                | Code 40161505                             |
| 3. Lamps, Ballasts & Fixtures | Codes 3911 and 3910                       |
| 4. Electrical                 | Code 3912                                 |
| 5. Fasteners                  | Code 3116                                 |
| 6. Paint & Accessories        | Code 3121                                 |
| 7. Plumbing                   | Codes 3018 thru 4014                      |
| 8. Power & Hand Tools         | Codes 2700 and 2711                       |
| 9. Janitorial Supplies        | Codes 4713 and 4712                       |
| 10. Safety                    | Code 4618 (Excludes Public Safety Equip.) |
| 11. Paper/Plastic Products    | Code 60122503, 47121701, 14111703         |

### **Optional Use Categories:**

- |                             |                          |
|-----------------------------|--------------------------|
| 12. Batteries & Flashlights | Code 26111702, 39111610  |
| 13. Outdoor Garden          | Code 27112               |
| 14. Welding/Soldering       | Code 2327 (Excludes gas) |
| 15. Security                | Code 4617                |
| 16. Pneumatic Tools         | Code 2713                |
| 17. Motors & Accessories    | Codes 2700 and 2711      |
| 18. Material Handling       | Codes 2410 and 3019      |

## 2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS

This ITB is issued by the state of Idaho (the "State") via IPRO: (<https://purchasing.idaho.gov/iprologin.html>). The ITB Lead is the only contact for this Solicitation. All correspondence regarding this ITB must be in writing. In the event that it becomes necessary to revise any part of this ITB, amendments will be posted at IPRO. It is the responsibility of the bidder to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this ITB must not be relied upon. All changes to this ITB must be in writing and posted at IPRO to be valid.

Note: Alternate bids are not allowed.

## 3 BID FORMAT

These instructions describe the format to be used when submitting a bid. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Bids. There is no intent to limit the content of Bids.

### 3.1 Table of Contents

Include a table of contents in the Technical Bid identifying the contents of each section, including page numbers of major Sections.

### 3.2 Format

Bids must follow the numerical order of this ITB and be accurately numbered to reflect any sections requiring response. Bid Response Sections must be identified with the corresponding numbers and headings used in this ITB. In your response, restate the ITB section and/or Section number, followed with your response.

Bidders are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the ITB section language from the Bidder's response.

### 3.3 Evaluation Codes

- (M)** Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Bidder's Bid non-responsive and no further evaluation will occur.
- (ME)** Mandatory and Evaluated Specification - failure to comply will render Bidder's Bid non-responsive and no further evaluation will occur. Bidder must respond to each section that includes an ME evaluation code with a detailed response identifying its understanding and how it will comply. Points will be awarded based on predetermined criteria.
- (E)** Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Bidder's ability or inability to supply the product or service or meet the specification. Failure to respond will result in zero (0) points awarded for the specification. If available, Bidder is to respond to each section with a detailed response identifying its understanding and how it will comply, and points will be awarded based on predetermined criteria.

**Note: Bidders are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow the designated State official to waive minor informalities as well as minor deviations. The State also reserves the right to seek clarification on any M, ME or E requirement.**

#### 4 INQUIRIES

Questions or other correspondence must be submitted in writing to the ITB Lead listed below. **QUESTIONS MUST BE RECEIVED BY 11:59:59 P.M. Mountain Time ON THE DATE LISTED IN THE ITB ADMINISTRATIVE INFORMATION.** Written questions must be submitted using **Appendix 1**, Bidder Questions. Official answers to all written questions will be posted on IPRO as an amendment to this ITB.

ITB Lead: Arianne Quignon, Purchasing Officer, CPPB  
Division of Purchasing  
P.O. Box 83720  
650 W. State St., Room B-15  
Boise, Idaho 83720-0075  
Fax: 208-327-7320  
E-mail: [Arianne.Quignon@adm.idaho.gov](mailto:Arianne.Quignon@adm.idaho.gov)

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at [http://purchasing.idaho.gov/terms\\_and\\_conditions.html](http://purchasing.idaho.gov/terms_and_conditions.html) must also be submitted in writing, using **Appendix 1**, Bidder Questions, by the deadline identified in the ITB Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned.
3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

**Bids which condition the Bid based upon the State accepting other terms and conditions not found in the ITB, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Bid will be given.**

#### 5 PRE-BID CONFERENCE

All parties interested may attend the optional pre-bid conference, at their expense. Parties interested in attending this conference should notify the ITB Lead no later than one (1) business day prior to the date of the pre-bid conference. The written request should specify the name and title of each person who will be attending. A maximum of three (3) persons for each party interested will be allowed to attend in-person.

Parties interested may also attend the pre-bid conference via teleconference by obtaining conference call-in details from the ITB Lead. Call-in instructions will be supplied upon request prior to the meeting time.

Failure to attend the optional pre-bid conference shall not relieve the Bidder of meeting the requirements of this ITB.

#### 6 BACKGROUND AND GENERAL INFORMATION

The State has historically participated on the NASPO ValuePoint Facilities MRO Master Agreements led by the State of Nevada. At this time, DOP has decided to issue an Idaho-only solicitation for MRO products instead. The state's

existing agreements are currently set to expire November 30, 2017. It is our desire to have new Facilities MRO contracts in place by December 1, 2017 when the current contracts expire.

Given the geography of the state and the nature of the products; and in the interest of maximizing competition, DOP has determined to allow Bidders to bid by area and by category. The three (3) geographic areas are delineated in **Appendix 4 – Idaho Area Map**.

The contracts resulting from this solicitation will be mandatory use for state agencies (in accordance with Idaho Code 67-9216) for the mandatory categories and optional use for the optional use categories. All categories are optional use for Idaho “public agencies,” as defined in Idaho Code 67-2327:

“Public Agency means any city or political subdivision of this state, including but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.”

**By submitting a bid, bidders agree to extend contract pricing, terms and conditions to all Idaho “Public Agencies.” Bidders must acknowledge this contractual requirement by signing and returning Appendix 6 with the bid submittal.**

**Single Unit Price Limit:** Products with a single unit cost in excess of \$5,000, after discount, are excluded from the resulting contract(s). When analyzing the cost of a product, the State will include the cost of any components or accessories that would reasonably be considered part of a single unit. See **Appendix 3**, Special Terms and Conditions, Section 3.

## **7 HISTORICAL SPEND**

The historical total spend for all state agencies (and other Idaho public agencies) is as follows:

2016:	\$ 6,905,499.00
2015:	\$ 6,637,551.00
2014:	\$ 5,865,304.00
2013:	\$ 5,151,139.00

It is anticipated for the potential five (5) year life of the resulting contracts, the spend for all categories and all Contractors combined will easily exceed twenty-five million (\$25M) dollars; however, the total value and quantity of purchases on the contract is not known; no minimum or maximum is guaranteed. DOP has attempted to give an accurate estimate of purchases for the contract period based on historical and projected use.

## **8 REQUIRED BID SUBMISSION ITEMS**

Your Bid Submission must consist of the following:

### **8.1 (M) Cover Letter**

The Technical Bid must include a cover letter on official letterhead of the Bidder; with the Bidder’s name, mailing address, telephone number, facsimile number, e-mail address, and name of the Bidder’s authorized signer. The cover letter must identify the ITB Title and number, and must be signed by an individual authorized to commit the Bidder to perform the requirements. In addition, the cover letter must include:

8.1.1 Identification of the Bidder’s corporate or other legal entity status. Bidders must include their tax identification number. The Bidder must be a legal entity with the legal right to contract.

- 8.1.2 A statement indicating the Bidder's acceptance of and willingness to comply with the requirements of the ITB and appendices, including but not limited to the State of Idaho Standard Contract Terms and Conditions ([http://purchasing.idaho.gov/terms\\_and\\_conditions.html](http://purchasing.idaho.gov/terms_and_conditions.html)) and any Special Terms and Conditions included in **Appendix 3**.
- 8.1.3 A statement of the Bidder's compliance with affirmative action and equal employment regulations.
- 8.1.4 A statement that Bidder has not employed any company or person other than a bona fide employee working solely for the Bidder or a company regularly employed as its marketing agent, to solicit or secure the contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. The Bidder must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.
- 8.1.5 A statement naming the firms and/or staff responsible for writing the Bid.
- 8.1.6 A statement that Bidder is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <https://sam.gov>.
- 8.1.7 A statement affirming the Bid will be firm and binding for one hundred-twenty (120) calendar days from the Bid opening date.
- 8.1.8 A statement that the Bidder warrants that it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract.
- 8.1.9 A specific list of Categories and Areas bid.
- 8.1.10 A statement that the Bidder warrants that the catalogue(s) submitted in their response in Section 8.3 is the same for all Area(s) bid.
- 8.2 (M) The State of Idaho Signature Page must be completed and submitted as part of your Bid. The State of Idaho Signature Page is attached in IPRO. A signed .pdf version is acceptable if the bid is submitted electronically.
- 8.3 (M) An electronic copy (on either a thumb drive or cd) of your current standard catalogue covering at least the categories bid. Individual catalogues may be combined into one (1) large catalogue, if desired. The State does not require one (1) single catalogue submitted for all categories bid; a Bidder may submit several catalogues, but no more than one (1) catalogue per category. Hard copies may be submitted as well, however, electronic copies will be required for market basket evaluation.

- 8.4 (M) A completed copy of **Appendix 2** – Category Discount Schedule.
- 8.5 (M) Technical Response for each Mandatory Use Category bid.
- 8.6 (M) A completed copy of **Appendix 6** – Public Agency Acknowledgment.

**9 BID SUBMISSION METHODS**

Bids may be submitted electronically via IPRO or manually in a sealed envelope/package. Do not fax or e-mail your Bid (it will not be accepted). Your Bid must be received at the Division of Purchasing by the date and time specified on the IPRO header document. The official time, for bid closing purposes, is the Division of Purchasing’s time clock.

While it is not mandatory to submit your Bid electronically via IPRO, all Bidders participating in a Solicitation issued through IPRO must establish an account in the IPRO system (even if submitting a Bid manually outside of IPRO) as it is necessary in order to process and award the resulting Contract(s). It is free to establish an account and only takes a few minutes.

**9.1 Electronic Submission via IPRO**

If submitting electronically via IPRO, upload all the Required Bid Submission Items (See Section 8) and enter \$0.00 in IPRO for each line item as your cost in IPRO.

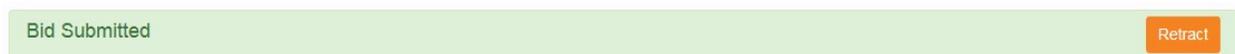
Upload all Required Bid Submission Items using Microsoft products such as Word and Excel. Do not submit items in .pdf format, unless provided otherwise in this ITB. If the electronic catalogue (see Section 8.3) is too large to attach in IPRO, the Bidder may submit all other documents through IPRO and submit the catalogue manually. All manually submitted catalogues must be received prior to the closing date and time.

When a Bidder has successfully submitted a response to IPRO, the Bidder should see a change in the system from “Draft” (see Fig. 1) to “Bid Submitted” (see Fig. 2). Bidders are encouraged to document notification of successful submission for their records. If you believe you have submitted your Bid, but have not received the “Bid Submitted” message, you are advised to contact the IPRO provider’s help desk (phone number available at <https://purchasing.idaho.gov/ipro.html>) and notify the solicitation lead *prior to the solicitation End Time*. Vendors are **strongly encouraged** to begin the process of submitting the response far enough in advance of the End Time to allow for resolution of technical difficulties. Be advised that the state is not responsible for a Vendor’s failure to timely submit a responsive submission due to any technical or technological difficulties. See IDAPA 38.05.01.61.02.

Fig. 1



Fig. 2



If submitting via IPRO, be advised that that the Bidder for Bid evaluation and award purposes is the entity profile under which submit in IPRO, which must be the same legal entity presented in your uploaded response materials. If the entity identified on the state supplied Signature Page differs from the entity under which you submit your Bid in IPRO, the information provided on the Signature Page prevails.

Bidders are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows the State to efficiently navigate the Bidder's response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

## 9.2 Manual Submission

If submitting manually (via U.S. Mail, courier or hand-delivery), seal all Required Bid Submission Items in a single envelope or package (*be certain to include an original hand-written signature in ink OR an electronic signature on the State of Idaho Signature Page*) and label the outside of the package as follows:

Attn: Arianne Quignon, Idaho Division of Purchasing  
Bidder Name: (Company Name)  
ITB Number: ITB18000090  
ITB Title: Facilities MRO

Bidders submitting manually must provide one (1) original and five (5) copies of their Bids, as well as an electronic copy on a USB or CD. Please clearly identify the original manual submission and be certain that the Signature Page is located at the front of the original Bid.

## 9.3 Trade Secrets

If your Bid contains trade secret information which you have identified, you must also submit a redacted copy of the Bid (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in the three (3) paragraphs directly below) of all trade secret information which was removed or blacked out in the redacted copy.

Paragraph 28 of the Solicitation Instructions to Vendors describes trade secrets to "*include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.*" In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Bidders must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."

Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Bid; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

## 10 BID REVIEW, EVALUATION AND AWARD

Each Category will be evaluated for each Area in the manner described below.

- 10.1 All Bids will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the ITB as addressed in **Sections noted with an (M) or (ME)**. Any Bid(s) not meeting the Mandatory Submission Requirements may be found non-responsive.
- 10.2 The State may evaluate Technical and Cost Bids simultaneously. If Cost is to be evaluated before the finalization of the Technical evaluation, different evaluators will be utilized for the Cost evaluation.
- 10.3 The Technical Bid (including the Business Technical and Category Technical sections) will be weighted and evaluated utilizing one (1) or more Technical Bid Evaluation Committee(s). Optional Categories will not be evaluated.
- 10.4 The scores for the Technical Bid will be normalized as follows: The Technical Bid with the highest raw combined technical score for the category will receive all available Category Technical Points. Other Bids for that category will be assigned a portion of the maximum available Category Technical Points, using the formula: Total Possible Category Technical Points X raw score of Technical Bid being evaluated for the category / highest raw technical score for the category.
- 10.5 Each Category Market Basket and each Category Discount Section of the Cost Proposal will be weighted and evaluated separately. Optional Categories will not be scored.
- 10.6 Each Category Market Basket will be evaluated utilizing a blind market basket (based on historical state usage) and one (1) or more Market Basket Evaluation Committee(s). For each product in the market basket, the Market Basket Evaluation Committee will identify the lowest cost product in each Bidder's catalogue that meets the specifications and use that catalogue product for the evaluation. Only Bids that provide a Comprehensive Offering, as defined in **Appendix 3**, Paragraph 29, for a given category will be considered for award in that category. The State may elect to eliminate products from the market basket if not all Bidders for the category have a product which meets the specifications for that market basket product. The State also reserves the right to evaluate a sample of the market basket products, rather than evaluating all the products; however, a minimum of ten (10) items will be evaluated for each Category Market Basket. The total cost for the Category Market Basket will be determined by summing all evaluated market basket products for the category.
- 10.7 Each Category Market Basket will be normalized as follows: The Category Market Basket with the lowest total cost for the category will receive all available Category Market Basket Points. Other Bids will be assigned a portion of the maximum available Category Market Basket Points, using the formula: Total Possible Category Market Basket Points X Lowest Total Market Basket Cost for the category / Market Basket Cost being evaluated.
- 10.8 The Category Discount Section will be normalized as follows: The Category Discount Section with the highest discount for the category will receive all available Category Discount Section Points for that category. Other Bids in the same category will be assigned a portion of the maximum available Category Discount Section Points, using the formula: Total Possible Category Discount Section Points X Category Discount being evaluated / highest Category Discount.
- 10.9 The number of total points for each category will be determined by adding the normalized scores for the Technical Bid, Category Market Basket and Category Discount Section.

10.10 Evaluation Criteria

Available Points							
Mandatory Categories:	Business Technical	Category Technical	Total Business Points Possible	Market Basket	Category Discount	Total Cost Points Possible	TOTAL COMBINED POINTS POSSIBLE
1. HVAC	100	100	200	700	100	800	1000
2. Air filters	100	100	200	700	100	800	1000
3. Lamps, Ballasts & Fixtures	100	200	300	600	100	700	1000
4. Electrical	100	100	200	700	100	800	1000
5. Fasteners	100	100	200	700	100	800	1000
6. Paint & Accessories	100	300	400	500	100	600	1000
7. Plumbing	100	100	200	700	100	800	1000
8. Power & Hand Tools	100	100	200	700	100	800	1000
9. Janitorial Supplies	100	200	300	600	100	700	1000
10. Safety	100	200	300	600	100	700	1000
11. Paper Products	100	200	300	600	100	700	1000

10.11 Responsibility: Pursuant to IDAPA 38.05.01.081, the RFP Lead may conduct a review to determine if the Bidder is responsible. As part of the responsibility review, the RFP Lead may require any Bidder to provide satisfactory financial reports.

10.12 Award

Award of Contract(s) will be made to the responsive, responsible Bidder(s) whose Bid receives the highest number of total normalized points for each category, and may be made by area, groups of areas, or statewide, as determined to be in the best interest of the State. The State reserves the right to make “Multiple Awards” for any given category within the same area, in accordance with Idaho Code 67-9211.

**11 BUSINESS TECHNICAL INFORMATION**

Business Technical information will be evaluated based on the categories and areas for which the Bidder has indicated it is bidding. For example, if a Bidder is bidding one (1) category for one (1) area, the Business Technical Information will be scored based on the qualifications of the Bidder to provide that category of goods in that area.

11.1 (ME) Experience

Describe in detail your knowledge and experience in providing services similar to those required in this ITB. Include the Bidder’s business history, description of current service area, and customer base. Include information detailing contracts already implemented of similar size and scope and your ability to meet the requirements of a Contract of this nature.

11.2 (ME) Key Personnel and Qualifications

Provide a list of key management, contract managers, customer service and other personnel to be used in the fulfillment of the contract, to include all pertinent contact information. Provide resumes for employees who will be managing and/or directly providing services under the Contract. For positions that are not filled, a position description (including requisite qualifications/experience) must be provided.

### 11.3 Customer Service Representatives

Customer Service Representatives must be provided in accordance with **Appendix 3**, Section 15, Customer Service.

11.3.1 Provide contact information for customer service representatives (CSRs) for each area bid who will be assigned to handle questions, train public agency users on using the Contract and resolve any issues that arise (e.g. pricing, delivery, invoicing, returns, etc.).

11.3.2 (ME) Describe your customer service plan.

11.3.3 CSRs must be available, at a minimum, from 8:00 am to 5:00 pm, Monday through Friday, local time, for each area bid. CSRs must be available by phone (via local or toll free number), fax, or email during the required response times.

11.3.4 All CSRs must have online access to account information and provide a response within two (2) hours (or next business day if after 3 p.m. local time) to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, Contract Pricing, category discounts, product availability, product information, account and billing questions, and contract compliance requirements.

### 11.4 (ME) Ordering Process:

Describe your ordering process, addressing the following (at a minimum): how customers are to place orders, order tracking, order history, and cancelled orders.

If you have online ordering capabilities, please include the following: Website details, how or if Contract pricing is designated on your website, how or if environmental preferable products (EPP) are available or designated, Safety Data Sheet (SDS) availability, how any other product classifications are identified, search options, order history and or lists, order status and tracking, ability to block categories or products, and online help tools.

Other desirable features (non-mandatory features) include order replication or repeats from a standard or previous order, order status inquiry capability, and identification of the available quantity of products.

### 11.5 Vendor Managed Inventory/Vending Machines (**OPTIONAL**)

If your company has Vendor Managed Inventory, Vending Machines or similar value-add programs for the category(ies) offered in response to this ITB, provide a description of each program, including pricing.

If an awarded vendor has a value-add program, the State may elect to include the program as an “option” in the resulting contract. Ordering agencies will have the option to participate in the program(s), at their discretion, at any time during the term of the contract.

A template “Draft Vending Machine Lease Agreement” is attached as **Appendix 5**. If an agency elects to utilize vending machines, the lease agreement will be in substantially the same form as provided in the template.

## 12 CATEGORY TECHNICAL INFORMATION

For each of the following categories, mandatory and optional use alike, the State is looking for vendors to provide a full line catalogue of products. For each category bid, each Bidder must have a Comprehensive Offering of products in their catalogue to be considered for award (see Section 10.6). All products offered to the State must be of a character and quality ordinarily associated with those routinely utilized in commercial buildings and for commercial and industrial applications.

The resulting Contracts will be predominantly for the purchase of goods. Where ancillary services are included, such as towel dispenser installation, training, etc., the category descriptions will define the only allowable services. For each category, the State has provided examples of included items for illustrative purposes. In the event of any dispute, the State will make the final determination of how any given item is to be categorized.

#### **MANDATORY USE CATEGORIES:**

Instructions: Only provide a response to the categories that you are bidding.

#### **CATEGORY 1. HVAC: UNSPSC Code 4010**

The products allowed in this category include but are not limited to: motors, fans, ventilators, evaporation coolers/coils, condenser units, blowers, air cleaners, controls, thermostats, portable heaters, ductwork and fittings, gases, etc. No installation, maintenance or repair services are included.

##### **Evaluated Section:**

1. (ME) Describe how you will provide expert help or guidance for Ordering Agencies to determine products that will meet agency needs.

#### **CATEGORY 2. Air Filters: UNSPSC Code 40161505**

The products allowed in this category include but are not limited to: Air filters for HVAC units. EXCLUDED: Automotive air filters. No installation, maintenance or repair services are included.

##### **Evaluated Section:**

1. (ME) Describe how you will provide expert help or guidance for Ordering Agencies to determine products that will meet agency needs.

#### **CATEGORY 3. Lamps, Ballasts & Fixtures: UNSPSC Codes 3911 and 3910**

The products allowed in this category include but are not limited to: LED/CFL lamps or bulbs, ballasts, lighting fixtures, lighting retro fit kits, light bars (non-automotive) light diffusers, track lighting, recessed lighting, lighting accessories. EXCLUDED: light towers with attached generators and portable lighting (see Category 12 Batteries and Flashlights). No installation, maintenance or repair services are included.

##### **Evaluated Sections:**

1. (ME) Describe how you will provide expert help or guidance for Ordering Agency's to determine products that will meet agency needs.
2. (E) Describe any other value-added services your company offers such as site surveys, recycling programs or programs to work with Utility companies to lower costs and/or provide rebates/incentives.

#### **CATEGORY 4. Electrical: UNSPSC Codes 3912**

The products allowed in this category include but are not limited to: wire, cable, connectors, relays, switches, fans, receptacles, and circuit breakers, etc. No installation, maintenance or repair services are included.

**Evaluated Section:**

1. (ME) Describe how you will provide expert help or guidance for Ordering Agencies to determine products that will meet agency needs.

**CATEGORY 5. Fasteners: UNSPSC Code 3116**

The products allowed in this category include but are not limited to: nuts, bolts, screws, nails, ties, washers, anchors, rivets, spacers, pins, extractors, etc. No installation, maintenance or repair services are included.

**Evaluated Section:**

1. (ME) Describe how you will provide expert help or guidance for Ordering Agencies to determine products that will meet agency needs.

**CATEGORY 6. Paint & Accessories: UNSPSC Code 3121**

The products allowed in this category include but are not limited to: paint, brushes, scrapers, dry wall compound, masks, drop cloths, sand paper, stirrers, stripping compound, sealers, stain, spackle, thinner, trays, rollers, etc. No installation, maintenance or repair services are included.

**Evaluated Sections:**

1. (ME) Describe how you will provide expert help or guidance for Ordering Agencies to determine products that will meet agency needs.
2. (ME) Bidders are required to have at least one (1) physical location, to provide paint and associated services, within each area Bid. List your locations and hours of operation.
3. (ME) Bidders are required to Color Match. Describe your Color Match process and capabilities.

**CATEGORY 7. Plumbing: UNSPSC Codes 3018 through 4014**

The products allowed in this category include but are not limited to: filters, faucets, pipes, clamps, seals, sink components, drains, shower and tub components, toilet seats and units, valves, repair parts, PVC pipe, copper tubing, etc. No installation, maintenance or repair services are included.

**Evaluated Section:**

1. (ME) Describe how you will provide expert help or guidance for Ordering Agencies to determine products that will meet agency needs.

**CATEGORY 8. Power & Hand Tools: UNSPSC Codes 2700 and 2711**

The products allowed in this category include but are not limited to: wrenches, screwdrivers, pliers, pliers, saws, drills, masonry/concrete/woodworking tools, hammers, bits, vises, heat/glue/caulking/staple guns, scythes/sickles, shovels, rakes, hoes, grinders, lathes, chisels, brooms, files, awls, levels, stud finders, pipe bending tools, picks, axes, hatchets, machetes, chainsaws, post-holders, utility knives, and clamps. This includes various types of the above list including hand and power versions. No installation, maintenance or repair services are included.

**Evaluated Section:**

1. (ME) Describe how you will provide expert help or guidance for Ordering Agencies to determine products that will meet agency needs.

**CATEGORY 9. Janitorial Supplies: UNSPSC Codes 4713 and 4712**

The products allowed in this category include but are not limited to: cleaning agents, floor sweepers/scrubbers, floor machine pads, polishes, dusters, dust pans, trash cans, plungers, steam cleaners, vacuums, mops, brooms, squeegees, ash trays, cleaning equipment, cleaning rags, sponges, scouring pads, urinal/toilet accessories, air hand dryers, air fresheners, drain cleaners, spill kits, cleaning cloths/wipes, and granular absorbents. EXCLUDED: laundry, ware washing and janitorial chemical management systems and all products related to Category 11 – Paper/Plastic Products. No installation, maintenance, janitorial or repair services are included.

**Evaluated Sections:**

1. (ME) Describe how you will provide expert help or guidance for Ordering Agencies to determine products that will meet agency needs.
2. (E) Describe the extent to which your catalogue includes Green Cleaning product offerings.

**CATEGORY 10. Safety:** *UNSPSC Code 4618*

The products allowed in this category include but are not limited to: spill kits, hazardous waste disposal kits/supplies, safety glasses/goggles, respiratory protection, fall protection, safety hoods, safety/work gloves, ear plugs/protection, hard hats, safety vests, eye washers/eye wash stations, safety ladders, elbow/knee guards/protectors, safety floor mats, anti-static equipment/supplies. EXCLUDED: public safety equipment, footwear, and uniforms. No installation, maintenance or repair services are included.

**Evaluated Sections:**

1. (ME) Describe how you will provide expert help or guidance for Ordering Agencies to determine products that will meet agency needs.
2. (E) Describe any safety related value-added programs or resources your company offers.

**CATEGORY 11. Paper/Plastic Products:** *UNSPSC Code 60122503, 47121701, 14111703*

The products allowed in this category include but are not limited to: bath tissue (including dispensers), hand towels (including dispensers), plastic bags and liners, paper and plastic cups/plates/bowls, plastic bags of various sizes and types, Styrofoam/paper/plastic cups and containers. No installation, maintenance or repair services are included except as outlined in **Appendix 3** - Special Terms and Conditions, Section 28.

**Evaluated Sections:**

1. (ME) Describe how you will provide expert help or guidance for Ordering Agencies to determine products that will meet agency needs.
2. (E) Describe any programs or offerings related to dispensing equipment. Specifically, identify any additional discounts you will provide on consumables if an Ordering Agency orders dispensing equipment. DO NOT INCLUDE ACTUAL PRICING IN THIS SECTION; simply describe the nature of the discount program.

**OPTIONAL USE CATEGORIES:**

You may provide a response to one or more “optional use” categories, below; however, you are not required to do so in order to be considered for an award. Optional use categories will not be mandatory use for state agencies; and the State will have the discretion, at the time of award or at any time during the contract term, to determine whether to award any of the optional use categories to the apparent successful bidder(s).

**CATEGORY 12. Batteries & Flashlights:** *UNSPNC Codes 26111702, 39111610*

The products allowed in this category include but are not limited to: Standard batteries (AA, AAA, C, D, 9-volt etc.), lithium ion batteries, specialty batteries, flashlights, portable lighting, etc. EXCLUDED: Automotive related products and light towers. No installation, maintenance or repair services are included.

**CATEGORY 13. Outdoor Garden:** *UNSPNC Code 27112*

The products allowed in this category include but are not limited to: hardscaping, potting soils, fertilizer, ground covers, sprinklers and all related sprinkler system hardware (pipe, sprinkler heads, pipe glue, etc.), wheel barrows, chainsaws, power washers, lawn mowers, trimmers, blowers, garden tools, etc. EXCLUDED: live plants/trees. No installation, maintenance or repair services are included.

**CATEGORY 14. Welding/Soldering:** *UNSPNC Code 2327 (does not include gas)*

The products allowed in this category include but are not limited to: plasma and arc welders, solder, flux, welding wire and pencils, soldering irons, torch strikers etc. No installation, maintenance or repair services are included.

**CATEGORY 15. Security:** *UNSPNC Code 4617*

The products allowed in this category include but are not limited to: Padlocks, door locks, chain, lockers, lock or key boxes, safes, etc. EXCLUDED: alarm systems, surveillance systems, body scanners, video monitors. No installation, maintenance or repair services are included.

**CATEGORY 16. Pneumatic Tools:** *UNSPNC Code 2713*

The products allowed in this category include but are not limited to pneumatic versions of any of the following: hammers, drills, compressors/related hoses, sanders, hand tools. etc. No installation, maintenance or repair services are included.

**CATEGORY 17. Motors & Accessories:** *UNSPNC Codes 2700 and 2711*

The products allowed in this category include but are not limited to: generators, electric motors, belts, pulleys, gears, power transmissions, etc. EXCLUDED: Automotive related products. No installation, maintenance or repair services are included.

**CATEGORY 18. Material Handling:** *UNSPNC Codes 2410 and 3019*

The products allowed in this category include but are not limited to: Carts, scales, bubble wrap/packaging materials, boxes, shelving, tape measures, levels, storage, ladders, winches, pallets, dolly, casters, etc. No installation, maintenance or repair services are included.

**13 COST**

Provide your Category Percent Discounts (for the categories and Area(s) bid) on **Appendix 2 - CATEGORY DISCOUNT SCHEDULE** and submit your electronic catalogue(s) as detailed in Section 8.3.

Contract Pricing (after the discount is applied) must be fully burdened, to include: service fees and other additional costs, the 1.25% Administrative Fee as outlined in Section 5 of the State's Standard Terms and Conditions, small order charges, minimum order charges, special order charges, shipping costs (except Rush Delivery), hazardous materials charges, costs of pallets, fuel charges, surcharges, and any other costs associated with providing the products in accordance with the requirements of this ITB, FOB Destination, inside delivery.

**14 BILLING PROCEDURE**

The Contractor must provide an invoice to the Ordering Agency upon Agency delivery. The invoice must be submitted no later thirty (30) calendar days after delivery. No invoice will be accepted or paid without receipt of

any required documentation. Invoices submitted without the required documentation will be returned to the Contractor for resubmission.

The Contractor must provide the following information with each invoice:

- 1 IPRO Contract number and Agency PO number (if applicable)
- 2 Identification of billing period
- 3 Total amount billed for the billing period
- 4 Detailed description of products provided
- 5 Name of authorized individual and contact information for Contractor

Invoices are to be submitted to the ordering Agency.

**APPENDIX 1-BIDDER QUESTIONS**  
**ITB18000090 – FACILITIES MRO**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the ITB section number that the question is for in the “ITB Section” field (column 2). If the question is a general question not related to a specific ITB section, enter “General” in column 2. If the question is in regards to a State Term or Condition or a Special Term or Condition, state the clause number in column 2. If the question is in regard to an appendix, enter the appendix identifier (example “Appendix 1”) in the “ITB Section” (column 2), and the appendix page number in the “ITB page” field (column 3).
3. Do not enter text in the “Response” field (column 5). This is for the State’s use only.
4. Once completed, this form is to be e-mailed per the instructions in the ITB. The e-mail subject line is to state the ITB number followed by “Questions.”

ITB18000090 – FACILITIES MRO

	ITB Section	ITB Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

**APPENDIX 2 – CATEGORY DISCOUNT SCHEDULE  
ITB18000090 – FACILITIES MRO**

Company Name of Bidder: \_\_\_\_\_

Contact Name/Phone: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

This completed Category Discount Schedule must be submitted with your response. Insert your Percent Discount off the Catalogue Price for each Category/Area bid. This percent discount will be the minimum allowable discount on Contract purchases for all purchases in the designated Area, within that category. These discounts will be considered “Ceiling Pricing” in that a Contractor may increase the discount, or provide more advantageous pricing in any way for any reason (example: high quantity, large dollar single purchase, etc.).

Note: At a minimum, Bidders must bid on a single Category in a single Area.

<b><u>Mandatory Use Categories:</u></b>	<b>Area A</b>	<b>Area B</b>	<b>Area C</b>
1. HVAC	%	%	%
2. Air filters	%	%	%
3. Lamps, Ballasts & Fixtures	%	%	%
4. Electrical	%	%	%
5. Fasteners	%	%	%
6. Paint & Accessories	%	%	%
7. Plumbing	%	%	%
8. Power & Hand Tools	%	%	%
9. Janitorial Supplies	%	%	%
10. Safety	%	%	%
11. Paper Products	%	%	%

<b>Optional Use Categories:</b>	<b>Area A</b>	<b>Area B</b>	<b>Area C</b>
12. Batteries & Flashlights	%	%	%
13. Outdoor garden, etc.	%	%	%
14. Welding/soldering	%	%	%
15. Security	%	%	%
16. Pneumatic Tools	%	%	%
17. Motors & Accessories	%	%	%
18. Material Handling	%	%	%

**Category 11 Pricing:** See Section 28 of the Special Terms and Conditions:

Hourly rate for repair, installation and removal of dispensing equipment: \_\_\_\_\_

**\*\*Remember to also submit electronic catalogue(s) as detailed in Section 8.3\*\***

**APPENDIX 3 - SPECIAL TERMS AND CONDITIONS**  
**ITB18000090 – FACILITIES MRO**

Note: In the event of conflict with the State’s Standard Terms and Conditions, or other terms, conditions or requirements contained in this ITB, the following provisions will take precedence

**1 SAFETY DATA SHEETS**

Upon request, the Contractor must provide a Safety Data Sheet (SDS) to the Ordering Agency for any product ordered which is a hazardous chemical or contains any hazardous chemicals.

**2 USE OF EXISTING CONTRACT UNTIL EXPIRED**

State Agencies (as defined in the State Procurement Act, Idaho Code 67-9201 et seq.) are required to utilize the current statewide contract, SBPO1392, for the purchase of Category 11 products (Paper/Plastic Products), until SBPO1392 expires (exempt state agencies and other Ordering Agencies, such as cities, counties, school districts, etc. may begin using the new Category 11 contract(s) upon execution).

**3 SINGLE PRODUCT LIMIT**

Products with a single unit cost in excess of \$5,000.00, after discount, are excluded from the resulting contract(s). When analyzing the cost of a product, the State will include the cost of any components or accessories that would reasonably be considered part of a single unit. Contractors are prohibited from separating or itemizing quotes unnecessarily in order to avoid the single product limit.

**4 SOURCED PRODUCTS**

Sourced Products are products which are not included in the Contractor’s current catalogue, but fall within established product categories. In the event of a dispute as to whether a product falls within an established product category, the State’s determination will be conclusive and binding.

In order to offer a Sourced Product:

- 4.1 The Contractor must already have a publicly recognized business partnership with the “brand” offered as a sourced product.
- 4.2 Contractors may only source products if they are asked to by an Ordering Agency.
- 4.3 Sourced products will remain optional for the duration of the Contract unless they are added to Contractor’s catalog within the designated category, and meet the category definition provided in this ITB.

**5 ORDER FULFILLMENT RATE**

Contractors are expected to have the capacity to fulfill ninety-five percent (95%) of all orders placed by Ordering Agencies. Orders that are partially filled, or deliveries that are delayed due to backordered products, will not be considered “fulfilled” for purposes of this performance expectation. Failure of a Contractor to meet this requirement, based on reports from Ordering Agencies, may result in the State electing not to renew the Contract with that Contractor, or to pursue other remedies, as the State determines to be appropriate.

**6 CATALOGUES AND PRICING**

The State requires the ability to purchase Contract products through a standard supplies catalogue provided by the Contractor. The catalogue, at a minimum, must include ordering information (company phone number and email address), catalogue number, product description, unit description, and list pricing.

For any web-based catalogue, the system must be accessible by Ordering Agencies using a standard internet web browser (such as Internet Explorer, Chrome or Mozilla Firefox). Any such system must include, at a minimum:

- 6.1 The catalogue product number, product description, unit of measure, and net State pricing for the particular Area of the State;
- 6.2 Links to the Safety Data Sheets for applicable products displayed within the system;
- 6.3 The system must provide a quick reference capability that will locate desired products by description, catalogue number, manufacturer, manufacturer part number, or other quick reference methods;
- 6.4 Immediately after an Agency places an order within the system, the system must provide a printable version of the order, either through a prompt or a button, so that the Agency can to print the order;
- 6.5 The system must electronically transmit the order to the Contractor;
- 6.6 The system must accept credit cards for payment, and provide safeguards for security of credit card information in compliance with PCI Data Security Standards (<https://www.pcisecuritystandards.org/>); and
- 6.7 Product pricing must be reflected as a discount percentage from the Catalogue List Price. (For example, the Bidder enters a 40.00% discount from the Catalogue List Price of \$10.00; so, the Discounted Unit Price (Contract Price) will be \$6.00.)

## **7 VOLUME DISCOUNTS**

Additional volume and other price discount options are encouraged.

## **8 FORCED SUBSTITUTIONS**

Forced substitutions are not allowed. If an ordered product is out of stock, the Contractor must notify the Ordering Agency for prior approval before substituting for the out of stock product.

## **9 MINIMUM ORDERS**

The Contractor cannot require a minimum dollar amount to fulfill an order.

## **10 IN-STORE PURCHASES:**

If the Contractor operates or has special arrangements with physical locations, the Contractor must extend Contract pricing for in-store purchase and must have a method instituted to identify an Ordering Agency so that Contract pricing will be made available during check out.

## **11 WEBSITE ORDERING**

- 11.1 If the Contractor provides a website for Agencies to place orders, any terms or conditions associated with the website that do the following are void:
  - 11.1.1 Waive the sovereign immunity of the state of Idaho;
  - 11.1.2 Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states;
  - 11.1.3 Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law;
  - 11.1.4 Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

11.1.5 Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

11.2 Any terms or conditions associated with the website that require indemnification not specifically authorized by the Idaho legislature or subject to appropriation are void pursuant to Idaho Code Section 67-9215, and Section 59-1016. Additionally, terms or conditions associated with the website that hold individual users (employees or officers of the state of Idaho and of political subdivisions of the state of Idaho) personally liable are void.

11.3 If the website provided by the Contractor requires Ordering Agencies to click through and accept any terms and conditions associated with a website, that click-through will not bind the state to any terms and conditions that contradict the terms and conditions of the Contract or otherwise violate Idaho Code or the Idaho Constitution.

## **12 PACKAGING**

All orders packed for shipping and delivery must be individually wrapped and labeled with the Ordering Agency's name, location (street address, building, floor and room number), specific delivery point designation, name of ordering person (if required), order number, and number of cases. A packing list must be included with each order.

## **13 RETURNS**

### **13.1 Damaged Products**

Any products delivered in poor or damaged condition, or in error (including or additional products, quantities, etc.) may, at the discretion of the Ordering Agency, be returned to the Contractor, at the Contractor's expense, within thirty (30) calendar days of the Ordering Agency having received them. Credits for returned products must be provided immediately once the Contractor receives the returned products.

### **13.2 Failure of Performance**

If any product is rejected and returned to a Contractor for failure of performance, the Contractor must, at the State's option, either refund all amounts paid to the Contractor for such product or replace the product, and the following will apply:

13.2.1 Within twenty (20) calendar days of written notification by the Ordering Agency, the Contractor must make arrangements for the return of the product.

13.2.2 The Contractor will be responsible for all costs associated with returning the product.

13.2.3 The Contractor will be liable for damages to the product in transit, unless caused by fault or negligence of the Ordering Agency during the return process.

13.2.4 If the product is replaced, the replacement product must comply with all contractual requirements, and must be delivered to the Ordering Agency within 48 hours of notification of rejection of the original product.

### **13.3 Unopened Products**

The Contractor must provide a full credit (including return freight charges, if applicable) for all unopened products returned within ten (10) business days after receipt. The Contractor may not charge any restocking fees and the Agencies must not incur any return freight charges. The Contractor must notify the freight company and settle any claims.

13.4 Prior to the Service Start Date of the Contract, the Contractor must provide to the State the customer service telephone number that Ordering Agencies must use to arrange for returns. The Contractor may also provide an email address, and identify a method for arranging returns within its web-based ordering system (if applicable).

## **14 INSPECTION**

In addition to any other typical means of inspection, the Ordering Agency may immediately reject any product if the package is visibly damaged, or is clearly in error. If the Ordering Agency rejects products, either at the time of delivery or at any time within the Acceptance period defined in the State of Idaho Standard Contract Terms and Conditions, Section 18, the Contractor must replace the products within two (2) business days of the notice of rejection.

## **15 CUSTOMER SERVICE**

The Contractor must provide one (1) or more designated customer service representative(s) for the Contract. If the Contractor provides more than one (1) designated customer service representative, each must be assigned to specific Agencies or Areas of the State. The Contractor must provide a written list of customer service representatives to DOP within fifteen (15) business days of the Service Start Date of the Contract, including name(s), contact information, and assigned Agencies or Areas, and must provide timely updates to DOP throughout the Contract term in the event the customer service representatives (or contact information) change.

## **16 RESPONSE TIME**

The Contractor must respond to all customer inquiries, including, but not limited to, order status, billing or pricing issues, and web-based catalogue and ordering system assistance, within eight (8) business hours. Business hours are Monday through Friday, 8:00 am to 5:00 pm Local Time, excluding state holidays.

## **17 TRAINING**

The Contractor must provide training, at no additional cost to the State, including initial training and training on an as-needed, on-going basis to individual Ordering Agencies on the following: Order placement, shipping, billing, receiving, return of merchandise, Contractor's customer service structure and contact information, order placement through the Contractor's web-based catalogue ordering system (if any), and features and functions of any web-based catalogue or ordering system.

## **18 CONTRACT MONITORING**

18.1 The State will monitor the Contract utilizing any one (1) or more of the following methods:

- 18.1.1 In-person or telephonic meeting to discuss performance of the Contract;
- 18.1.2 Survey of the Contractor and Agencies;
- 18.1.3 Additional reports submitted from the Contractor; or
- 18.1.4 Any other means the State chooses to employ to accurately monitor the Contract.

## **19 REPORTING REQUIREMENTS**

Quarterly Usage Reports are required as outlined in **Section 5** of the State of Idaho Standard Contract Terms and Conditions. **Attachment 1**, MRO Detailed Usage Report is required for reporting.

## **20 DELIVERY**

- 20.1 Prices for all products associated with this Contract are to be FOB Destination, inside delivery, anywhere within the Areas bid.
- 20.2 Rush Delivery requiring special shipping and handling will be at the Ordering Agency's expense (with prior written approval from the Ordering Agency). Rush Delivery provided as a result of the Contractor's error, and not at the request or required by the Ordering Agency, will be at the Contractor's expense.

- 20.3 Delivery must be available for every product offered within the Bidders standard catalogue.
- 20.4 Acceptable hours for deliveries vary by location, and some facilities do not accept palletized deliveries. It is the Contractor's responsibility to ascertain the acceptable delivery times and packing requirements for each customer at the time the first orders are placed. Typically, delivery times will be between 8:00 am and 5:00 pm MT; excluding weekends and holidays. State of Idaho holidays can be found at:  
<https://www.sos.idaho.gov/general/holidays.html>
- 20.5 **Non-Delivery:** After notification of impending short or out-of-stock products, Ordering Agencies may cancel the balance of incomplete deliveries without penalty. Ordering Agencies may purchase shorted or out-of-stock products from other sources until they are available from the Contractor within the contract's required delivery time.
- 20.6 Delivery time for in-stock products must not exceed forty-eight (48) hours for all points within the awarded Areas.
- 20.7 Special Order or non-stock products must not exceed ten (10) business days within the awarded Areas.
- 20.8 Any deviations from the timelines identified in this section must be agreed to in writing by the Ordering Agency prior to shipping.
- 20.9 All orders must be delivered directly to the Ordering Agency and must contain a packing slip/bill of lading with the following information: Line product description, date ordered, quantity ordered, quantity included in shipment, any backordered products, unit price and extended price, number of parcels within the order, purchase order number, and the Ordering Agency name.

## **21 FUEL SURCHARGE**

If fuel prices rise more than 25% above the current U.S. Department of Energy's average diesel price as of the Closing Date of this ITB, the State may allow variable fuel surcharge fees to be assessed. The surcharge will be based on the U.S. Department of Energy's average diesel price from the previous month. A request for a fuel surcharge must be approved by the State prior to implementation. No fuel surcharge will be allowed when fuel prices are within 25% of the current U.S. Department of Energy's average diesel price as of the Closing Date of this ITB.

## **22 USE OF STATE PURCHASING CARD**

Contractor must accept the State Purchasing Card (P-Card) for purchases from the Contract(s).

## **23 INSURANCE REQUIREMENTS**

See the IPRO Requirements Section.

## **24 RECORDS MAINTENANCE**

The Contractor must maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records must be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

## **25 AUDIT RIGHTS**

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to the contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

## **26 MANUFACTURER SPECIALS**

The Contractor must extend to the Ordering Agency all rebates and special offers (including commercial and consumer offers) made available by the manufacturer or by the Contractor.

## **27 DISASTERS AND EMERGENCIES**

In the event of a disaster or other emergency at an Ordering Agency location, the Contractor must provide delivery within twenty-four (24) hours after receipt of order to the affected facilities, including weekends, unless the Contractor's ability to perform is impaired by the same disaster or emergency.

## **28. DISPENSING EQUIPMENT - CATEGORY 11 ONLY**

When an Ordering Agency chooses to procure toilet paper and hand towels (or other products, such as liquid hand soap) from one (1) specific Contractor, that Ordering Agency and Contractor may enter into an Agreement for the Contractor to provide toilet paper and/or hand towels exclusively. That Agreement must minimally meet the following requirements:

### **28.1 Toilet Paper and Hand Towel Dispensing Equipment**

- 28.1.1 The Contractor must provide and install toilet paper and hand towel dispensing equipment at no additional cost to the State, regardless of whether or not the dispensing equipment is automated. Removal of existing equipment in order to install equipment contemplated in this paragraph must also be at no additional cost to the State.
- 28.1.2 The Contractor must timely repair or replace, at no additional cost to the State, all malfunctioning toilet paper and hand towel dispensing equipment, and all toilet paper and hand towel dispensing equipment that has been damaged to such a degree that the Ordering Agency finds the equipment to be unsightly, regardless of whether or not the Contractor provided the equipment to the Ordering Agency or was the installer of the equipment. However, if damage to the toilet paper or hand towel dispensing equipment is caused by Ordering Agency employees or clients (clients are students and institutional residents, such as inmates), see Section 28.4.

### **28.2 Other Dispensing Equipment**

- 28.2.1 For dispensing equipment, other than toilet paper and hand towel dispensing equipment, such as liquid hand soap dispensing equipment, the Contractor may charge the Ordering Agency for the purchase of the equipment at the list price found in its catalogue, less any Contract discounts. Additionally, the Contractor may charge the hourly rate for repair, installation and removal of equipment if agreed to, in advance and in writing, by the Ordering Agency. Installation must include removal of any existing equipment, if removal of existing equipment is necessary in order to install the equipment.
- 28.2.2 For all dispensing equipment that the Contractor has installed, or provided to the Ordering Agency for installation, the Contractor must timely repair or replace, at no additional cost to the State, all malfunctioning dispensing equipment, and all dispensing equipment that has been damaged to such a degree that the Ordering Agency finds the equipment to be unsightly. However, if damage to the dispensing equipment is caused by Ordering Agency employees or clients (clients are students and institutional residents, such as inmates), see Section 28.4.

### **28.3 Dispensing Equipment in Place at Time of Service Start Date of Contract**

For State-owned dispensing equipment in place at the time of the Service Start Date of the Contract, the Contractor may make arrangements with the Ordering Agency to keep the existing equipment in place, and to provide products that can be dispensed out of that equipment without damaging the equipment or the product, and without causing the equipment to malfunction. It is in the Ordering Agency's sole discretion as to whether or not it will allow the Contractor to keep existing equipment in place.

Additionally, Ordering Agencies reserve the right to keep dispensing equipment (all State-owned dispensing equipment) in place at the time of the Service Start Date until such time as products purchased under the previous Contract have been depleted.

#### **28.4 Delivery, Repair, Removal and Installation of Equipment**

28.4.1 If damage to dispensing equipment is caused by Ordering Agency employees or clients (clients are students and institutional residents, such as inmates), then the Contractor may take one of the actions listed in section 28.4.1.1 or section 28.4.1.2 below:

28.4.1.1 Remove the existing equipment and install new equipment. In this case, the Contractor may charge the Ordering Agency the cost of the replacement equipment, less the Contract discounts, plus the hourly rate for repair, installation and removal of equipment that it has entered into the Category Discount Schedule.

28.4.1.2 Repair the equipment. In this case, the Contractor may charge the hourly rate for repair, installation and removal of equipment that it has entered into the Category Discount Schedule.

28.4.2 For cases in which the Ordering Agency has placed an order for equipment: The Contractor must deliver and install dispensing equipment (including removal of any existing equipment to install equipment) after receipt of order from an Ordering Agency. The Contractor must install the equipment within seven (7) calendar days after the Contractor receives the order.

28.4.3 For cases in which the Contractor has discovered malfunctioning equipment, or is notified by the Ordering Agency that equipment is malfunctioning or is damaged, and the Contractor will repair the equipment or remove it and replace it: The Contractor must repair the equipment or remove it and replace it within seven (7) calendar days of its discovery or notification by the Ordering Agency.

28.4.4 If the dispensing equipment is automated and is malfunctioning solely because the batteries need to be replaced, then the Contractor must advise the Agency to replace the batteries, not replace the equipment itself, or, the Contractor must replace the batteries.

#### **28.5 Equipment Removal**

There may be cases in which an Agency requires removal of equipment without replacing it with other equipment. In these cases, the Contractor may charge the hourly rate for repair, installation and removal of equipment if agreed to, in advance and in writing, by the Agency.

#### **28.6 Installation and Removal of Dispensing Equipment in a Workmanlike Manner**

Installation and removal of dispensing equipment must be performed by the Contractor in a Workmanlike Manner. The Contractor must also take care to not damage surfaces when installing and removing dispensing equipment.

#### **28.7 Battery Replacement**

If battery replacement requires special tools or expertise in order to install, or, if battery replacement must be done by the Contractor in order to not void a warranty, then the Contractor must provide and install the batteries within seven (7) calendar days of notification by the Ordering Agency. Provision and installation of batteries as outlined by this section must also be at no additional cost to the State.

### **29 DEFINITIONS**

**Catalogue Pricing** – The catalogue price is the fully burdened price for the products to be received, prior to discounts being applied. Catalogue pricing can also be known as the list price.

**Comprehensive Offering** – for purposes of evaluation and award of this ITB, a catalogue will be deemed a Comprehensive Offering for a particular category if it includes items that meet the specifications of a minimum of fifteen (15) of the items in the blind market basket established by the State for that category.

**Contract Pricing** - The contract price is the fully burdened price for the products to be received after all discounts are applied.

**Ordering Agency** – any public agency, authorized to use these contracts by the Division of Purchasing, capable of placing orders and committing Contractors to provide products or services for the state of Idaho.

**Rush Delivery** – any means of expedited delivery accelerating the delivery sooner than required by the contract terms.

**Special Order** - An order for a product placed by an Ordering Agency which the Contractor does not have or keep in stock; an order placed for a product which needs to be specially made or customized.

**Workmanlike Manner:** Executed in a skilled manner; e.g., generally plumb, level, square, undamaged and without marring adjacent work, and in accordance with any manufacturer’s guidelines.

### **30 ADMINISTRATIVE FEE**

Any contract resulting from this solicitation will be subject to Section 5 of the State’s Standard Terms and Conditions as outlined below:

A. Application of Administrative Fee:

1. All Statewide Blanket Purchase Orders (SBPO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the Contract (unless the SBPO is exempt), as follows:
  - a. The prices to be paid by the State (the price BID by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor’s net (sales minus credits) quarterly Contract sales. For Example: If the total of Contractor’s net sales to the Agency for one quarter = \$10,000, Contractor would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.
  - b. Contractor will furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov), utilizing the State’s Summary Usage Report Form.
  - c. Reporting Time Line (Fiscal Year Quarters): Fee and Report Due:
    - 1st Quarter July 1 - Sept 30 October 31st
    - 2nd Quarter Oct 1 - Dec 31 January 31st
    - 3rd Quarter Jan 1 - Mar 31 April 30th
    - 4th Quarter Apr 1 - Jun 30 July 31<sup>st</sup>
2. Unless otherwise exempt, the Administrative Fee will apply regardless of how Contractor submits its response to the solicitation (i.e. manual (paper) or electronic via IPRO).
3. A Contractor’s failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an Award issued through IPRO.

**B. Administrative Fee Exemptions:**

1. Notwithstanding any language to the contrary, the Administrative Fee will not apply to Contracts with an original awarded value of \$100,000 or less.
2. The Administrative Fee will not apply to Purchase Orders (PO), Contract Purchase Orders (CPO) or Blanket Purchase Orders (BPO).
3. The Administrative Fee will not apply to Contracts issued without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), etc.
4. The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.

**C. Payment of Administrative Fee:**

Contractor will remit the Administrative Fee to the Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075, as follows:

1. SBPOs: Contractor will remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 5.A.1.c., above.

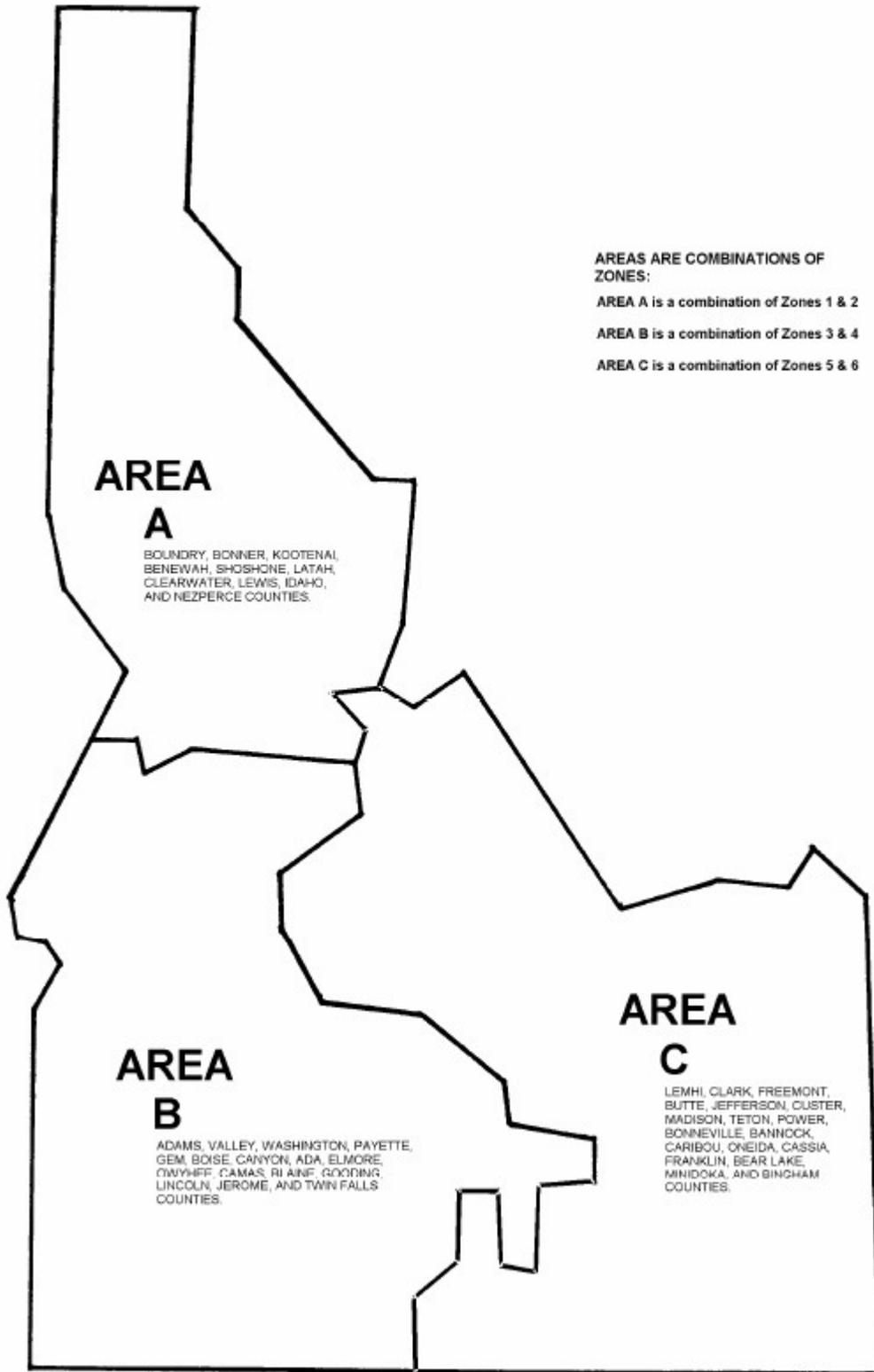
**D. Refund of Administrative Fee:**

In the event that a Contract is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS January 1, 2017 returned when an item is rejected or returned, or declined, or the Contract cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

**E. Failure to Remit Administrative Fees:**

If a Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's IPRO account.

APPENDIX 4 – IDAHO AREA MAP



APPENDIX 5 – DRAFT VENDING MACHINE LEASE AGREEMENT

STATE OF IDAHO  
EQUIPMENT LEASE AGREEMENT

This **Equipment Lease Agreement** is between:

**Lessor** [Contractor's Name]

With its principal address at: [Address]

and

**Lessee** [AGENCY NAME]

With its principal address at: [Address]

**1. EQUIPMENT TO BE LEASED.**

Lessor agrees to lease the equipment identified on **Exhibit A**, for the designated Lease Term(s).

**2. SERVICES ASSOCIATED WITH THE LEASE.**

Lessor will provide Services related to the Leased Equipment, as specifically detailed on **Exhibit A**.

**3. LEASE TERM.**

This Lease Agreement (Agreement) shall be effective for a period of time as set forth on **Exhibit A**, unless terminated sooner by either party, as set forth in Paragraph 12, below. The Lease Term will not commence until the Leased Equipment is accepted by Lessee.

**4. DEFINITIONS.**

“State” means the State of Idaho and the state agency identified above as Lessee.

“Lease Term” means the term of the Agreement set forth in Section 1.

“Leased Equipment” means the equipment described in **Exhibit A** and any equipment replaced by Lessor during the term of this Agreement.

**5. CONSIDERATION.**

The parties agree that for the Lease Term set forth in Section 3, above, Lessee will make [monthly] payments to Lessor by government voucher, at the address provided by Lessor, on a recurring date agreed to by the parties. [Monthly] payment

amounts for the Leased Equipment are provided on **Exhibit A**. The obligation to make payments on the Leased Equipment will begin after delivery and acceptance by Lessee. Late payment by Lessee will not constitute grounds for default; however, invoices remaining unpaid in excess of thirty (30) calendar days from the due date may be subject to a late charge of five percent (5%) of the amount due.

## **6. DELIVERY, ACCEPTANCE AND RETURN OF LEASED EQUIPMENT.**

6.1 Leased Equipment will be delivered by Lessor FOB Destination, inside delivery, to the location designated by Lessee.

6.2 Lessee will inspect the Leased Equipment within five (5) business days of delivery. Failure to notify Lessor of any defects or non-acceptance within the five (5) business days will constitute automatic acceptance.

6.3 In the event that the Leased Equipment is determined by Lessee to be defective prior to acceptance, Lessor will replace the defective Leased Equipment with equivalent unit(s) ready for immediate use by Lessee at no additional charge within five (5) days of notice to Lessor of such defects.

6.4 Lessee shall have possession of the Leased Equipment for the Lease Term set forth in Section 3, above, unless this Agreement is earlier terminated in accordance with Section 12, below.

6.5 At the expiration of the term of this Agreement, Lessee shall make the Leased Equipment available to Lessor for pickup at Lessee's premises. If Lessee is not in breach of this Agreement, all costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

## **7. TRUE LEASE.**

LESSOR AND LESSEE AGREE THAT THIS LEASE AGREEMENT IS A "TRUE LEASE" AND NOT AN INSTALLMENT OR FINANCING AGREEMENT.

## **8. OWNERSHIP AND INSPECTION.**

8.1 This is an agreement for leasing only. Lessee will acquire no right, title or interest in or to the Leased Equipment, except those of a Lessee, as detailed in this Agreement. Lessor covenants that it has good title to the Leased Equipment. Title of the Leased Equipment at all times shall remain in the Lessor's name. Lessee shall keep the Leased Equipment free from any and all liens or claims and shall do or permit no act or thing whereby Lessor's title may be encumbered or impaired.

8.2 Lessor will be responsible for the payment of any property taxes on the Leased Equipment.

8.3 Lessee will permit Lessor to inspect the Leased Equipment during Lessee's regular business hours, upon a minimum of 24 hours' advance notice.

## **9. DAMAGE.**

9.1 Lessor bears the risk of loss until the Leased Equipment is delivered to Lessee's designated location and received by an authorized employee or agent of Lessee.

9.2 Lessee shall maintain the Leased Equipment in as good condition as when received, ordinary wear and tear or defect excepted; and will be responsible for any damage to the Leased Equipment caused by Lessee's negligence or misuse.

## **10. MAINTENANCE OF LEASED EQUIPMENT.**

10.1 Lessor shall be responsible for routine service and preventive maintenance of the Leased Equipment for the duration of the Lease Term. Lessor will provide Lessee with toll-free telephone support for customer service or maintenance calls during Lessee's normal business hours. The use of third-party service providers is subject to the approval of Lessee.

10.2 Lessor will be responsible for the cost associated with maintenance and repairs.

10.3 Should Lessor's repair extend beyond 72 hours, Lessor agrees to provide equivalent replacement equipment to Lessee at Lessor's expense, until such time as the Leased Equipment is repaired and returned to Lessee.

**11. INSURANCE AND LIMITATION OF LIABILITY.**

Lessee is a State of Idaho agency and is provided a comprehensive liability plan through the Risk Management Program (Program) established under Idaho Code section 67-5773 et seq. The Program utilizes the Retained Risk Account, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code section 6-901 et seq. In addition to the comprehensive liability plan, the Program covers certain property damage, subject to the deductibles established by the Program. Evidence of financial responsibility will be provided upon request, and will consist of a Certificate of Financial Responsibility.

Lessor will maintain insurance in amounts as required by [SBPO#], and such insurance will include equivalent coverage for Lessor's activities related to installation and operation of the Leased Equipment at Lessee's facilit(ies).

Limits of liability are as established in [SBPO#].

**12. TERMINATION.**

12.1 Mutual Termination. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated by mutual consent of the parties.

12.2 Termination for Convenience.

12.2.1 Lessee may terminate this Agreement with respect to any Leased Equipment at any time within a Lease Term by:

- 12.2.1.1 Giving Lessor thirty (30) day written notice;
- 12.2.1.2 Paying all currently due monthly payments; and
- 12.2.1.3 Making the Leased Equipment available for Lessor to remove.

12.2.2 Lessor may terminate this Agreement with respect to any Leased Equipment at any time within a Lease Term by:

- 12.2.2.1 Giving Lessee thirty (30) days written notice; and
- 12.2.2.2 Removing the Leased Equipment from Lessee's facility.

12.3 Termination for Default. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement. Notice of Termination for Breach or Default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination.

12.4 Non-appropriation. Lessee is a government entity and this Agreement shall not be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Idaho Legislature, as may exist from time to time. In the event the Idaho Legislature fails, neglects or refuses to appropriate funds to continue the Lease

Payments, all affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Lessor.

**13. NOTICE.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by facsimile or email; or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above. For purposes of computing times from service of notice, service of notice by delivery in hand or via confirmed facsimile or e-mail shall be effective on the date of confirmed delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.

**14. END OF TERM NOTIFICATION.**

Lessor must notify Lessee, in writing, 90 days prior to the end of any Lease Term.

**15. PROPER AUTHORITY.** The parties confirm that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement.

**16. OFFICIALS, AGENTS AND EMPLOYEES OF LESSEE NOT PERSONALLY LIABLE.**

In no event shall any official, agent or employee of the State of Idaho be, in any way, personally liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement, representation, or warranty made herein or in any way connected with this Agreement.

**17. FORCE MAJEURE.** Neither party shall be liable or deemed to be in default for any Force Majeure delay or failure in performance under this Agreement, or interruption of service, resulting from Acts of God, civil or military authority, acts of war, riots, insurrections, labor disputes, or unusual delays beyond the party's control.

**18. GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Idaho, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. Any action to enforce the provisions of the Agreement shall be brought in State district court in Ada County, Boise, Idaho.

**19. INCORPORATED DOCUMENTS.** This Agreement incorporates the following attachments in descending order of constructive precedence; any additional Lessor Attachments shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Agreement, or as a subsequent fully executed amendment:

- Exhibit A: Schedule of Leased Equipment, Lease Term, Services and Monthly Lease Amount
- The State of Idaho Purchase Order for [Solicitation #]
- The original solicitation document [Solicitation #]
- Lessor's submittal response to [Solicitation #]
- Lessor's Terms and Conditions specific to [Leased Vending Solution and any EULAs]

**20. ASSIGNMENT.** Neither this Agreement, nor the Lessor's rights hereunder, shall be assignable or in any other manner transferable by Lessor to any other party, without the approval in writing of the Administrator of the Division of Purchasing, and any such agreement or transfer without such approval shall cause the annulment of the agreement so assigned or

transferred, at the option of the State. Neither this Lease, nor the Lessee's rights hereunder, shall be assignable by Lessee without Lessor's written consent, which will not be unreasonably withheld.

**21. ENTIRE AGREEMENT.** This Lease Agreement, including the Incorporated Documents listed in Section 19, above, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous proposals, both oral and written, negotiation, representations, commitments, and all other communications between the parties. This Lease Agreement may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**LESSOR:**

[Contractor Name]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

**LESSEE:**

[AGENCY NAME]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

**DRAFT**

[EXHIBIT A TO FOLLOW]

**EXHIBIT A**

**EQUIPMENT LEASE AGREEMENT**

**LEASE TERM:**

Lease Term is # months, with # optional renewals of # months each, upon mutual written agreement. Lease Term will commence upon Lessee's acceptance of Leased Equipment.

Lease Term:

**LEASED EQUIPMENT:**

**SERVICES:**

[Address and mutually agree to scope of service in terms of stocking/refilling, timeliness of service, etc.]

*Note: Exhibit A will be finalized by mutual agreement of the parties, following contract award*

**DRAFT**

**APPENDIX 6 – PUBLIC AGENCY ACKNOWLEDGEMENT**

Prices offered in this ITB must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this State including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the Bidder and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from contracts established by the Division of Purchasing.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response.  
Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES \_\_\_\_\_

NO \_\_\_\_\_

Name of Offeror: \_\_\_\_\_

**ATTACHMENT 1 – MRO DETAILED USAGE REPORT**

**UNDER SEPARATE COVER**