



**State of Idaho Contract Number SBPO20220916
Amendment No. 2**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Amerigas Propane LP PO Box 0021507 Pasadena, CA 91185

Contract Summary

Contract Name: Statewide Propane Fuel and Related Equipment Contract Description: Statewide Propane Fuel and Related Equipment (Zones 1 & 2) Original Effective Date: 8/11/2021 Current Expiration Date: 8/10/2025	Current Contract Value: \$3,500,00.00 Estimated Lifetime Value: \$5,000,000.00 Contract Usage Type: Statewide
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Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Andrew Fedynyshyn	(610) 768-7608	Andrew.Fedynyshyn@amerigas.com

Recitals

1. The Parties entered into a Contract (SBPO20220916) for Statewide Propane Fuel and Related Equipment (Zones 1 & 2) for the state of Idaho, effective August 11, 2021.
2. The Contract was renewed on 8/11/2022 (renewal 1) and 8/11/2023 (Amendment 1).
3. The Parties desire to renew the Contract for one (1) year.
4. The Idaho Legislature has created Idaho Code section 67-2347A, requiring certification by the Contractor.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The Contract is renewed from August 11, 2024, to August 10, 2025. The value of this renewal is \$1,000,000.00.
2. Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any individual or

company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration


Signature: David Miller

Name: David Miller

Title: Contract Administrator

Date: 07/30/2024

Amerigas Propane LP

Signature: 

Name: Brian P. Grimm

Title: Director- National Account Sales

Date: 7/30/2024



**State of Idaho Contract Number SBPO20220916
Amendment No. 1**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Amerigas Propane LP 460 N Gulph Road King of Prussia, PA 19406

Contract Summary

Contract Name: Propane Fuel and Related Equipment Contract Description: Propane Fuel and Related Equipment Original Effective Date: 8/11/2021 Current Expiration Date: 8/10/2024	Current Contract Value: \$2,500,000.00 Estimated Lifetime Value: \$5,000,000.00 Contract Usage Type: Statewide
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Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration		contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Andrew Fedynyshyn	610-768-7608	Andrew.Fedynyshyn@amerigas.com

Recitals

1. The Parties entered into a Contract (SBPO20220916) for Propane Fuels and Related Equipment for the State of Idaho, effective August 11, 2021.
2. The Parties desire to renew the contract for the 2023-2024 term.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The Contract is renewed from August 11, 2023, to August 10, 2024.
2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
3. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

*****Signature Page Follows*****

Department of Administration

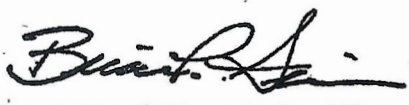
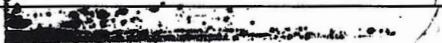
Signature: David Miller

Name: David Miller

Title: Contract Administrator

Date: 08/07/2023

Amerigas Propane LP

Signature: 


Name: Brian P. Grimm

Title: Director- National Account Sales

Date: 8/7/2023

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Statewide Propane Fuel and Related Equipment
Contract Number:	(Zones 1 & 2)
Parties:	SBPO20220916
	State of Idaho
	Amerigas Propane LP
This Renewal Value:	1,000,000.00 USD
Total Contract Value:	2,000,000.00 USD
Start Date:	8/11/2022 12:00 AM
End Date:	8/10/2023 11:59 PM

Contract Managers: Laura Gallivan; laura.gallivan@adm.idaho.gov

Instructions

SBPO20220916 , Statewide Propane Fuel and Related Equipment (Zones 1 & 2)(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to SBPO20220916 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Brian Grimm

+1 913-620-5118
brian.grimm@amerigas.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Signature signed By: *Laura Gallivan*

Laura Gallivan Office Specialist II
5/3/2022



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

April 21, 2022

Amerigas
Attn: Andrew Fedynyshyn

VIA ELECTRONIC TRANSMISSION
Andrew.Fedynyshyn@amerigas.com

RE: Renewal of Contract SBPO20220916, a Contract for Statewide Propane Fuel and Related Equipment- Zones 1 & 2, for the various State of Idaho Agencies, Institutions, and Departments

Expiring 8/10/2022

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is August 11, 2022 to August 10, 2023. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your renewal documents.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.


Sincerely,

Laura Gallivan
Laura Gallivan
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: AmeriGas Propane, L.P.

Name & Title (Printed): Brian P. Grimm- Director, National Account Sales

Signature: 

Date: 4/28/2022

Idaho Division of Purchasing

Name & Title (Printed): Laura Gullivan Office Specialist

Signature: 

Date: 5/3/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO20220916

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	



Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name: Statewide Propane Fuel and Related Equipment (Zones 1 & 2)
Contract Number: SBPO20220916
Contract Value: 1,000,000.00 USD
Purchase Order Date: 8/6/2021
Start Date: 8/11/2021 12:00AM
End Date: 8/10/2022 11:59 PM
Submitted By: Justin Gross

Instructions

NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Contract is for Statewide Propane Fuel and Related Equipment. Awarding Zones 1 & 2 to Amerigas, awarded on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327, pursuant to ITB 20210802. This Contract shall be for the period noted above, and may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the ITB.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Brian Grimm

Phone: +1 913-620-5118

E-mail: brian.grimm@amerigas.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this SBPO will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.



This SBPO, including any attached files, constitutes the State of Idaho's acceptance of your signed Bid (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This SBPO
2. The State of Idaho's sourcing event ITB20210802
3. The Contractor's signed Bid

Special Instructions:

Internal Comments:

Total USD \$1,000,000.00

Signature :Justin Gross

Signed By : Justin Gross

Digitally signed by Justin
Gross
Date: 2021.08.06 12:09:43
-06'00'

ZONE 1

Agency	Facility Name
IDAHO TRANSPORTATION DEPARTMENT	Cedars Mtc. Shed
IDAHO TRANSPORTATION DEPARTMENT	Osburn
IDAHO TRANSPORTATION DEPARTMENT	Sheep Creek
IDAHO TRANSPORTATION DEPARTMENT	Clark Fork
IDAHO TRANSPORTATION DEPARTMENT	Bonn timers Ferry
IDAHO TRANSPORTATION DEPARTMENT	Priest River
IDAHO TRANSPORTATION DEPARTMENT	Huetter Port of Entry
IDAHO TRANSPORTATION DEPARTMENT	CDA-Ramsey Road
IDAHO TRANSPORTATION DEPARTMENT	St. Maries
IDAHO TRANSPORTATION DEPARTMENT	Plummer
IDAHO TRANSPORTATION DEPARTMENT	Peterson
IDAHO TRANSPORTATION DEPARTMENT	RWIS Site
IDAHO TRANSPORTATION DEPARTMENT	Santa
PARKS AND RECREATION	Priest Lake State Park
PARKS AND RECREATION	Priest Lake State Park
PARKS AND RECREATION	Farragut State Park, Athol
PARKS AND RECREATION	Heyburn State Park
PARKS AND RECREATION	Heyburn State Park
PARKS AND RECREATION	Round Lake State Park
PARKS AND RECREATION	Old Mission State Park
DEPARTMENT OF LANDS	Cavanaugh Bay

DEPARTMENT OF LANDS	Cavanaugh Bay
DEPARTMENT OF LANDS	Cavanaugh Bay
DEPARTMENT OF LANDS	Cavanaugh Bay
DEPARTMENT OF LANDS	State Maries
DEPARTMENT OF LANDS	Boehl's Cabin Firecamp
FISH AND GAME	Cabinet Gorge Hatchery
FISH AND GAME	Trail Creek Cabin
FISH AND GAME	Midget Creek Cabin
FISH AND GAME	Kootenai Ntl. Wildlife Refuge
FISH AND GAME	Clark Fork Field Station
INFORMATION TECHNOLOGY & COMMUNICATION SERVICES	Mica Peak
INFORMATION TECHNOLOGY & COMMUNICATION SERVICES	Schwietzer Mtn. Top
INFORMATION TECHNOLOGY & COMMUNICATION SERVICES	State Joe Baldy

***LOCATION** will be physical address, global positioning system (GPS) coordinate

****Amount** to be added to OPIS price

*****Mark-up** price for deliveres outside specified time (see Section 1.3 in the Spe

BID SCHEDULE- ZONE 1

All prices are based on the OPIS listing for the Edmonton Rail.

Bidding on this Zone you must provide a Mark-up Price for each location listed below. On the Bid Schedule, the indication of whether or not an Ordering Agency is requesting leased equipment. If offered, your pricing must be provided.

Location*	City	Zip	Number of Tanks (EA)	Tank Capacity (Gallons)
I90 MP 32	Cataldo	83810	1	1000
I90 MP 54.6	Osburn	83849	1	500
US95 MP 378.8	Coeur d'Alene	83814	1	500
SH200 MP 54.8	Clark Fork	83811	1	1000
US95 MP 505	Bonniers Ferry	83805	1	500
SH57 MP .7	Priest River	83856	1	1000
I90 MP 8.3	Post Falls	83854	1	1000
2800 Ramsey Road	Coeur d'Alene	83814	1	1000
SH3 MP 81.7	St. Maries	83861	1	1000
US95 MP 396.3	Plummer	83851	1	1000
SH3 MP 95.12 (Hells Gulch Road)	Harrison	83833	1	1000
0	Coeur d'Alene	83814	1	100
SH3 MP 67.8	Santa	83866	1	1000
314 Indian Creek Park Rd.	Coolin	83821	2	500
314 Indian Creek Park Rd.	Coolin	83821	3	1000
13550 E. Hwy. 54	Athol	83801	5	500
57 Chatcolet Rd.	Plummer	83851	1	120
57 Chatcolet Rd.	Plummer	83851	6	500
1880 Dufort Rd.	Sagle	83860	1	500
31732 Mission Rd South	Cataldo	83810	1	250
4053 Cavanaugh Bay Rd.	Coolin	83821	3	1000

4053 Cavanaugh Bay Rd.	Coolin	83821	1	250
4053 Cavanaugh Bay Rd.	Coolin	83821	1	1000
4053 Cavanaugh Bay Rd.	Coolin	83821	1	500
1806 Main Ave.	State Maries	83861	2	500
Mile Marker 41, Road 382	Clarkia	83812	2	500
1070 Cabinet Gorge Road	Clark Fork	83811	6	500
47.840606 x 116.255678			1	250
47.112160 x -115.381430			1	250
48.709120 x -116.412404	Bonniers Ferry	83805	1	250
48.169786 x -116.183991			1	500
47°37'20.91"N, 116°59'16.60"W			1	3000
48°21'59.68"N, 116°38'40.69"W			1	500
47°21'49.19"N, 116°24'46.72"W			1	250

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Usage in (Gallons)	1	Annual Price to Lease Tank	2	Annual Price to Lease Hose	3	Annual Price to Lease Dispensor	Mark-Up
2500	N		N		N		
500	N		N		N		
600	N		N		N		
2600	N		N		N		
150	N		N		N		
4000	N		N		N		
1000	N		N		N		
1500	N		N		N		
3000	N		N		N		
4000	N		N		N		
3000	N		N		N		
120							
5500	N		N		N		
2000	N		N		N		
3000	N		N		N		
4000	N		N		N		
300	N		N		N		
3700	N		N		N		
1500	N		N		N		
500							
2448	N		N		N		

500	N		N		N		
1000	N		N		N		
300	Y	100.00					
650	Y	100.00	N		N		
850	Y	100.00	N		N		
2500	Y		Y		Y	150.00	
125	N		N		N		
100	Y	100.00	Y		Y	150.00	
250	N		N		N		
1200	N		N		N		
100	N		N		N		
300	Y	100.00	Y		Y	150.00	
100	N		N		N		

1 = Agency Leasing Tank (Y = Yes N = No)

2 = Agency Leasing Hose (Y = Yes N = No)

3 = Agency Leasing Disp (Y = Yes N = No)

o Price**	After Hour Price
0.85	
1.10	
1.10	
0.85	
0.92	
0.85	
0.85	
0.92	
0.85	
0.85	
0.92	
1.10	
0.85	
0.85	
0.85	
0.85	
1.10	
0.92	
0.92	
1.10	
0.92	

1.10	
0.92	
1.10	
1.10	
1.10	
0.92	
2.90	
2.90	
2.90	
2.72	
2.90	
2.90	
2.90	

ZONE 2

Agency	Facility Name
IDAHO TRANSPORTATION DEPARTMENT	Lewiston
IDAHO TRANSPORTATION DEPARTMENT	Potlatch
IDAHO TRANSPORTATION DEPARTMENT	Craigmont
IDAHO TRANSPORTATION DEPARTMENT	Kooskia
IDAHO TRANSPORTATION DEPARTMENT	Bovill
IDAHO TRANSPORTATION DEPARTMENT	Weippe
IDAHO TRANSPORTATION DEPARTMENT	Weippe
IDAHO TRANSPORTATION DEPARTMENT	Fleming
IDAHO TRANSPORTATION DEPARTMENT	Bald Mountain
IDAHO TRANSPORTATION DEPARTMENT	Powell
IDAHO TRANSPORTATION DEPARTMENT	Orofino
IDAHO TRANSPORTATION DEPARTMENT	Orofino
IDAHO TRANSPORTATION DEPARTMENT	Reeds Bar
IDAHO TRANSPORTATION DEPARTMENT	Reeds Bar
IDAHO TRANSPORTATION DEPARTMENT	Lucile
IDAHO TRANSPORTATION DEPARTMENT	Grangeville
DEPARTMENT OF LANDS	Kamiah
DEPARTMENT OF LANDS	Craigmont
DEPARTMENT OF LANDS	Deary
FISH AND GAME	Kellys Fork Cabin
FISH AND GAME	Clearwater Fish Hatchery

INFORMATION TECHNOLOGY & COMMUNICATION SERVICES	Wood Rat
INFORMATION TECHNOLOGY & COMMUNICATION SERVICES	Culdesac
INFORMATION TECHNOLOGY & COMMUNICATION SERVICES	Moscow Mtn.
INFORMATION TECHNOLOGY & COMMUNICATION SERVICES	Teakean Butte
INFORMATION TECHNOLOGY & COMMUNICATION SERVICES	Cottonwood
INFORMATION TECHNOLOGY & COMMUNICATION SERVICES	Cold Springs
INFORMATION TECHNOLOGY & COMMUNICATION SERVICES	Castle Butte
INFORMATION TECHNOLOGY & COMMUNICATION SERVICES	Pilot Knob
LEWIS - CLARK STATE COLLEGE	LCSC Wittman Bldg

***LOCATION** will be physical address, global positioning system (GPS) coordinate

****Amount** to be added to OPIS price

*****Mark-up** price for deliveres outside specified time (see Section 1.3 in the Spe

BID SCHEDULE- ZONE 2

All prices are based on the OPIS listing for the Edmonton Rail.

Bidding on this Zone you must provide a Mark-up Price for each location listed below. On the Bid Schedule indicate whether or not an Ordering Agency is requesting leased equipment. If offered, your pricing must be provided.

Location*	City	Zip	Number of Tanks (EA)	Tank Capacity (Gallons)
2600 Frontage Rd.	Lewiston	83501	1	500
1557 Hwy 6	Potlatch	83855	1	1000
805 Blvd Ave	Craigmont	83523	1	1000
5402 Hwy 12	Kooskia	83539	2	1000
Hwy 8 MP 40.3	Bovill	83806	1	1000
601 Main St. North	Weippe	83553	1	250
601 Main St. North	Weippe	83553	1	1000
9021 Wwy 12	Kooskia	83539	1	1000
Hwy 12 MP 128.46	Kooskia	83539	2	500
112 Lochsa Rd	LoLo, MT	59847	4	1000
10150 Hwy 12	Orofino	83544	1	250
10150 Hwy 12	Orofino	83544	1	1000
4848 Hwy 14	Grangeville	83530	1	300
4848 Hwy 14	Grangeville	83530	1	1000
11538 Hwy 95 South	Lucile	83542	1	1000
303 Grangeville Truck Route	Grangeville	83530	1	1000
913 3rd Street	Kamiah	83536	1	500
Joseph Plains Rd.	Cottonwood	83522	1	250
3130 Hwy 3	Deary	83823	1	125
57 Miles NE. of Pierce	Pierce	83546	1	250
118 Hatchery Roe Drive	Ahsahka	83520	1	125

46°11'13.12"N, 115°45'58.88"W			1	500
46°19'48.15"N, 116°37'57.80"W			1	500
46°48'40.09"N, 116°54'53.06"W			1	500
46°35'18.23"N, 116°23'34.95"W			1	500
46° 4'8.72"N, 116°27'56.96"W			1	500
45°29'3.92"N, 116°26'36.26"W			1	1000
46°26'2.94"N, 115°13'11.76"W			2	250/500
45°54'20.09"N, 115°42'30.16"W			2	250/500
526 11th Ave.	Lewiston	83501	1	150

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Usage in (Gallons)	1	Annual Price to Lease Tank	2	Annual Price to Lease Hose	3	Annual Price to Lease Dispensor	Mark-Up
1500	N		N		N		
3500	N		N		N		
2500	N		N		N		
9000	N		N		N		
3300	N		N		N		
400	N		N		N		
3500	N		N		N		
5700	N		N		N		
1300	N		N		N		
10000	N		N		N		
1000	N		N		N		
1500	N		N		N		
800	N		N		N		
2100	N		N		N		
4000	N		N		N		
3600	N		N		N		
700	N		N		N		
200	N		N		N		
200	N		N		N		
125	Y	100.00	Y		Y	150.00	
125	N		N		N		

125	N	100.00	N		N		
125	N	100.00	N		N		
300	Y	100.00	Y		Y	150.00	
125	Y	100.00	Y		Y	150.00	
125	Y	100.00	Y		Y	150.00	
250	Y	100.00	Y		Y	150.00	
375	Y	100.00	Y		Y	150.00	
375	Y	100.00	Y		Y	150.00	
150	N		N		N		

1 = Agency Leasing Tank (Y = Yes N = No)

2 = Agency Leasing Hose (Y = Yes N = No)

3 = Agency Leasing Disp (Y = Yes N = No)

o Price**	After Hour Price
0.92	
0.85	
0.85	
0.85	
0.85	
1.10	
0.85	
0.85	
0.92	
0.85	
0.85	
0.85	
1.10	
0.85	
0.85	
0.85	
1.10	
1.10	
1.10	
1.10	
1.10	

2.90	
2.90	
2.90	
2.90	
2.90	
2.90	
2.90	
2.90	
2.90	
2.90	

1 SPECIFICATIONS

1.1 Propane and Leased Equipment

4.1.1 The Contractor(s) must provide propane fuel to an Ordering Agency in accordance with the requirements of this ITB and the resulting contract.

4.1.2 The Contractor must make propane equipment available for lease to Ordering Agencies, including propane tanks, propane hoses and propane dispenser pumps, as further specified on **Attachment 3**. The lease rates provided in your bid must include all costs associated with delivery, installation, setup/training, and removal of the equipment. If an Ordering Agency owns certain pieces of equipment and needs to lease supplemental equipment from the Contractor in order to complete a propane fueling station, the Contractor must provide equipment compatible to those pieces already owned by the Agency.

***Leased equipment will not be subject to any minimum or maximum term restrictions, aside from the beginning and end dates of the resulting contract (i.e. no equipment leases will be initiated before the contract execution date and all equipment leases will expire no later than the day the contract terminates). Ordering Agencies have the right to initiate or terminate a lease on propane equipment for any reason, on any date, throughout the term of the contract, without any penalty, administrative or other costs. Upon notification of a lease termination, the Contractor shall be responsible for the removal, within seventy-two (72) hours, of the leased equipment at no additional cost to the Ordering Agency.**

1.2 Order Acknowledgement

All orders must be acknowledged by the Contractor within twenty-four (24) hours of receipt from Ordering Agency. Acknowledgement can be provided by phone, fax or email, to the Ordering Agency representative who placed the order. Likewise, if any questions, concerns or problems arise from an order, the Contractor must first correspond with the Ordering Agency representative who placed that order. If an Ordering Agency representative cannot be contacted, the Contractor shall correspond with the front office of the Ordering Agency or an assigned designee.

Contractor must require any first-time Ordering Agency to provide its point-of-contact, address of delivery location, existing tank(s) and any other pertinent information to the Contractor for invoicing. The Agency's failure to provide the information will suspend any order(s) to that Agency until Contractor has received the correct information for billing.

The Contractor must be required to specifically identify the tank(s) and/or equipment (Agency and/or Contractor leased) for each delivery location (i.e. serial number or another identifier). The Contractor must be required to provide all information to the State within thirty (30) calendar days after an order has been placed by an Ordering Agency.

1.3 Delivery

Deliveries must be made to the designated Ordering Agency location within five (5) business days following the receipt of order. If delivery may be delayed due to special circumstances, e.g. a backorder on a particular piece of propane equipment, the Contractor must inform the Ordering Agency of such circumstances when acknowledging (**Subsection 1.2 above**) the order.

Contractor must make deliveries between 8:00 AM and 5:00 PM (local time) Monday through Friday, excluding all State of Idaho observed holidays. In the event a delivery is requested by the Ordering Agency outside of the designated hours, the Contractor may charge an "After Hours Mark-Up Price" specific to that delivery. Bidders must indicate the "After Hours Mark-Up Price" on the Bid Schedule (In Questions Section 2) in order to invoice the Ordering Agency for that additional amount. If the Bidder does not provide an "After Hours Mark-Up Price," the State will conclude that the Contractor does not provide services for deliveries outside the designated hours.

When delivering propane fuel, Contractor must meter the amount delivered and record this information on a delivery ticket and the invoice. A copy must be given to the Ordering Agency representative upon completion of delivery.

Regular or Keep full (Contractor must maintain tanks at seventy-five percent (75%) full, by volume. Alternative delivery schedules may be established by a mutual agreement with the Contractor and Ordering Agency. These "Regular" or "Keep Full" agreements must not supersede any terms or conditions contained in the Contract(s) resulting from this ITB.

Contractor must perform all deliveries to locations in a safe and professional manner. Contractor owned equipment must be in good working order with all Contractor personnel trained in safety measures (e.g. following the regulations of proper personal protective equipment) to safeguard against accidents which could potentially endanger people or property. Contractor must inform an Ordering Agency of any noticeable or latent defect in Ordering Agency-owned equipment or any noticeable safety hazard regarding the propane fuel and equipment fueling station. Contractor shall replace (or repair) any noticeable or latent defect in Ordering Agency-leased equipment immediately, if it poses an imminent threat to the safety of people or property; and within forty-eight (48) hours (excluding all State observed holidays) of discovery, if it determines that immediate replacement or repair is not required, to ensure the safety of people and property. No additional cost shall be incurred by the Ordering Agency for any leased equipment replaced under this provision. Contractor will update the Agency representative who placed the order with the new equipment identifier(s).

The Contractor must be liable for any damages that occur due to malfunction or failure as a result of furnishing contaminated product, furnishing fuel other than specified, failure to make a timely delivery(ies), or failure to comply with any other provision of the resulting Contract.

The Contractor must be responsible for all costs associated with any damage that occurs during the delivery of products, due to propane spills or contamination to the surrounding area.

1.4 Transitional Services

In the event a replacement contract is not established before expiration of this Contract or upon termination by the State, Contractor agrees to continue to provide service and equipment under the same terms, conditions, and prices for a minimum of ninety (90) days following contract termination, or such longer period as agreed upon by the parties.

1.5 Customer Service

Contractor must provide a toll-free number for use by Ordering Agencies to address any questions or concerns regarding the resulting contract(s), which must be staffed from 8:00 AM to 5:00 PM, MST, Monday through Friday, excluding state holidays. Contractor must return all calls within one (1) business day.

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS: Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-9203 or IDAPA 38.05.01.011.

A. Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Contract - Any state written agreement, including a solicitation or specification documents and the accepted portions of the solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

D. Contractor – A Vendor who has been awarded a Contract.

E. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

F. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

G. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

H. Solicitation – An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the purchasing activity for the purpose of soliciting Bids, Proposals, or Quotes to perform a Contract.

I. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

J. Vendor – A person or entity capable of supplying Property to the State.

2. TERMINATION: The State may terminate the Contract (and/or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

3. RENEWAL OPTIONS: Notwithstanding any other provision in the Contract limiting or providing for renewal of the Contract, upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the original contract period, or for such shorter period of time as agreed to by the parties.

4. PRICES: Prices shall not fluctuate for the period of the Contract and any renewal or extension unless agreed to in writing by the State. Unless otherwise specified, prices include all costs associated with delivery to the F.O.B. Destination address identified in the Solicitation, as provided in Paragraph 17, Shipping and Delivery, below.

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

5. ADMINISTRATIVE FEE:

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, 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 31 st
2nd Quarter Oct 1 - Dec 31	January 31 st
3rd Quarter Jan 1 - Mar 31	April 30 th
4th Quarter Apr 1 - Jun 30	July 31 st

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

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STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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.

6. CHANGES/MODIFICATIONS: Changes of specifications or modification of the Contract in any particular manner can be affected only upon written consent of all parties. In the event that a typographical or other ministerial or clerical error is discovered, the State may correct such error after providing notice to the Contractor of its intent to make the clerical correction. A copy of the corrected Contract (or that portion of the Contract which contains correction(s)) will be provided electronically to the Contractor immediately after the correction(s) are made.

7. CONFORMING PROPERTY: The Property shall conform in all respects with the requirements of the State's Solicitation. In the event of non-conformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services. Additionally, upon notification by the State, the Contractor shall pay all costs for the removal of nonconforming Property from State premises.

8. OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE: In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with the Contract.

9. CONTRACT RELATIONSHIP: It is distinctly and particularly understood and agreed between the parties to the Contract that the State is in no way associated or otherwise connected with the performance of any service under the Contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under the Contract. The Contractor will maintain any applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at the State's option, result in cancellation of the Contract or in a contract price adjustment to cover the State's cost of providing any necessary worker's compensation insurance. The Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The State does not assume liability as an employer.

10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The Contractor is bound to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into the Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to the Contract.

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11. TAXES: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

12. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

13. CONTRACT NUMBERS: The Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

14. CONTRACTOR RESPONSIBILITY: The Contractor is responsible for furnishing and delivery of all Property included in the Contract, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including all warranty issues and payment of charges resulting from the use or purchase of Property.

15. SUBCONTRACTING: Unless otherwise allowed by the State in the Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract; unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

16. COMMODITY STATUS: It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the Solicitation. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first user and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or warranty provided by the Contractor, whichever is longer.

17. SHIPPING AND DELIVERY: Unless otherwise required in the Contract, all orders will be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or inside delivery point, such as the Agency's reception desk. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

18. ACCEPTANCE: Unless otherwise specified in the Contract:

A. When the Contract does not require installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the product delivered does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

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B. When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the products(s) delivered does not meet the State's specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

C. When the Contract requires the delivery of services, acceptance shall occur fourteen (14) calendar days after delivery of the services, unless the State has notified the Contractor in writing that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

19. RISK OF LOSS: Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance, when responsibility will pass to the State with the exceptions of latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under the Contract.

20. INVOICING: ALL INVOICES are to be sent directly to the **AGENCY TO WHICH THE PROPERTY IS PROVIDED**, unless otherwise required by the Contract. The Contract number is to be shown on all invoices. Invoices must not be sent to the Division of Purchasing unless required by the Contract.

21. ASSIGNMENTS: Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-9230).

Notwithstanding the foregoing, and to the extent required by applicable law (including Idaho Code Section 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible State procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The State may treat violation of this provision as an event of default.

22. PAYMENT PROCESSING: Idaho Code Section 67-9218 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered." Payments shall be processed within the timeframes required by I.C. § 67-9218 unless otherwise specified in the Contract.

23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS: Contractor shall comply with **ALL** requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

24. PATENTS AND COPYRIGHT INDEMNITY:

A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the

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specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.

C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

25. CONFIDENTIAL INFORMATION: Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract.

Confidential Information shall not include data or information that:

A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;

B. Becomes generally available to the public other than as a result of disclosure by Contractor; or

C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

26. USE OF THE STATE OF IDAHO NAME: Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

27. TERMINATION FOR FISCAL NECESSITY: The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

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28. PUBLIC RECORDS:

A. Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

29. NOTICES: Any notice which may be or is required to be given pursuant to the provisions of the Contract shall be in writing and shall be hand delivered, sent by facsimile, email, prepaid overnight courier or United States' mail as follows:

A. For notice to the State, the address, phone and facsimile number are:

State of Idaho
Division of Purchasing
650 W State Street – Room B15
P.O. Box 83720
Boise, ID 83720-0075
208-327-7465 (phone)
208-327-7320 (fax)

Additionally, for notice to the State, the email address to use is the email address identified in the Contract, courtesy copied to purchasing@adm.idaho.gov.

B. For notice to the Contractor, the address, facsimile number or email address shall be that contained on the Contractor's Bid, Proposal or Quotation (including, for any Bid, Proposal or Quotation submitted electronically through IPRO, the address, facsimile number or email address in the profile under which the Contractor submitted its Bid, Proposal or Quotation). Notice shall be deemed delivered immediately upon personal service, facsimile transmission (with confirmation printout), email (with printout confirming sent) the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address, facsimile number or email address by giving written notice of the change to the other party.

30. NON-WAIVER: The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

31. ATTORNEY FEES: In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies; however, the State's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

32. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS: Contractor warrants that the Contract is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall 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.

33. FORCE MAJEURE: Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party,

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including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay.

34. PRIORITY OF DOCUMENTS: The Contract consists of and precedence is established by the order of the following documents:

1. The State's Blanket Purchase Order, Statewide Blanket Purchase Order, Contract Purchase Order, Purchase Order, or Participating Addendum;
2. The Solicitation; and
3. Contractor's Bid, Proposal or Quotation as accepted by the State.

The Solicitation and the Contractor's Bid, Proposal or Quotation accepted by the State are incorporated into the Contract by this reference. The parties intend to include all items necessary for the proper completion of the Contract's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

35. ENTIRE AGREEMENT: The Contract is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from those specifically stated in the Contract, the terms and conditions of the Contract shall apply. In the event of any conflict between the State of Idaho Standard Contract Terms and Conditions and any Special Terms and Conditions in the Contract, the Special Terms and Conditions will govern. The Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties; however, Termination for Fiscal Necessity is excepted, and, the State may issue unilateral amendments to the Contract to make administrative changes when necessary.

36. GOVERNING LAW AND SEVERABILITY: The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of the Contract will remain in force.

INSURANCE REQUIREMENTS

1.1 Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

1.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

1.2 Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

1.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

1.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

1.4 Contractor shall maintain at its own expense, Pollution Legal Liability (PLL) or Contractors Pollution Liability (CPL) insurance with coverage for:

1.4.1 bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death from a pollution condition caused by its operations or transportation of cargo; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed resulting from a pollution condition caused by its operations or transportation of cargo; cleanup costs resulting from a pollution condition caused by its operations or transportation of cargo emergency response costs resulting from a pollution condition caused by its operations or transportation of cargo; defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

1.4.2 Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in the BODILY INJURY or PROPERTY DAMAGE.

1.4.3 PLL or CPL: \$1,000,000 per pollution condition, \$5,000,000 annual aggregate.

1.4.4 PLL or CPL policies are written on a claims made basis. The policy must be maintained for the length of the contract with the retroactive date being the date the contract is signed. Multi-year policy terms are acceptable. The Contractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time the contract is terminated.”

1.5 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor’s activities to be performed under this Contract.

1.5.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

1.5.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

1.6 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

1.7 Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

1.8 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention’s and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

1.9 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the State.



BRAD LITTLE

Governor

D. KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

State of Idaho

Department of Administration

Division of Purchasing

304 N 8th Street, Rm 403 (83702)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

Fax: 208-327-7320

<http://purchasing.idaho.gov>

SIGNATURE PAGE for Use with a Manually Submitted Invitation to Bid (ITB) or Request for Proposal (RFP) Response

Bids or proposals and pricing information shall be typewritten or handwritten in ink. Originals and copies of the bid or proposal shall be submitted in accordance with the solicitation documents. MANUALLY SUBMITTED BIDS/PROPOSALS MUST INCLUDE THIS SIGNATURE PAGE WITH THE ORIGINAL SIGNATURE (INK or ELECTRONIC SIGNATURE) OF AN INDIVIDUAL AUTHORIZED TO BIND THE SUBMITTING VENDOR.

NO LIABILITY WILL BE ASSUMED BY THE STATE OF IDAHO AGENCY FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

The words "SEALED BID" and the bid number must be noted on the outside of your SEALED BID package. To ensure that your SEALED BID is handled properly, label the exterior of your package as follows:

"SEALED BID"

BUYER: [name of the RFP or ITB Lead]

SEALED BID FOR: [title of solicitation]

BID NUMBER: [ITB# or RFP#]

CLOSES: [Closing Date]

Send your sealed bid package via USPS to: State of Idaho Agency
PO Box XXXXX
Boise, ID XXXXX-XXXX

FedEx, UPS or other Couriers/Hand Deliver: State of Idaho Agency
XXXXX Street, Rm XXX
Boise, ID XXXXX

This ITB or RFP response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this ITB or RFP was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned, I certify I am authorized to sign and submit this response for the Bidder/Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

BID Number: ITB20210802 BID Title: Statewide Propane Fuel and Related Equipment

BIDDER/OFFEROR(CompanyName) AmeriGas Propane, L.P.

ADDRESS 460 N. Gulph Rd.

CITY, ST, ZIP King of Prussia, PA 19406

PHONE: 610-768-7608

FAX: 610-768-7630

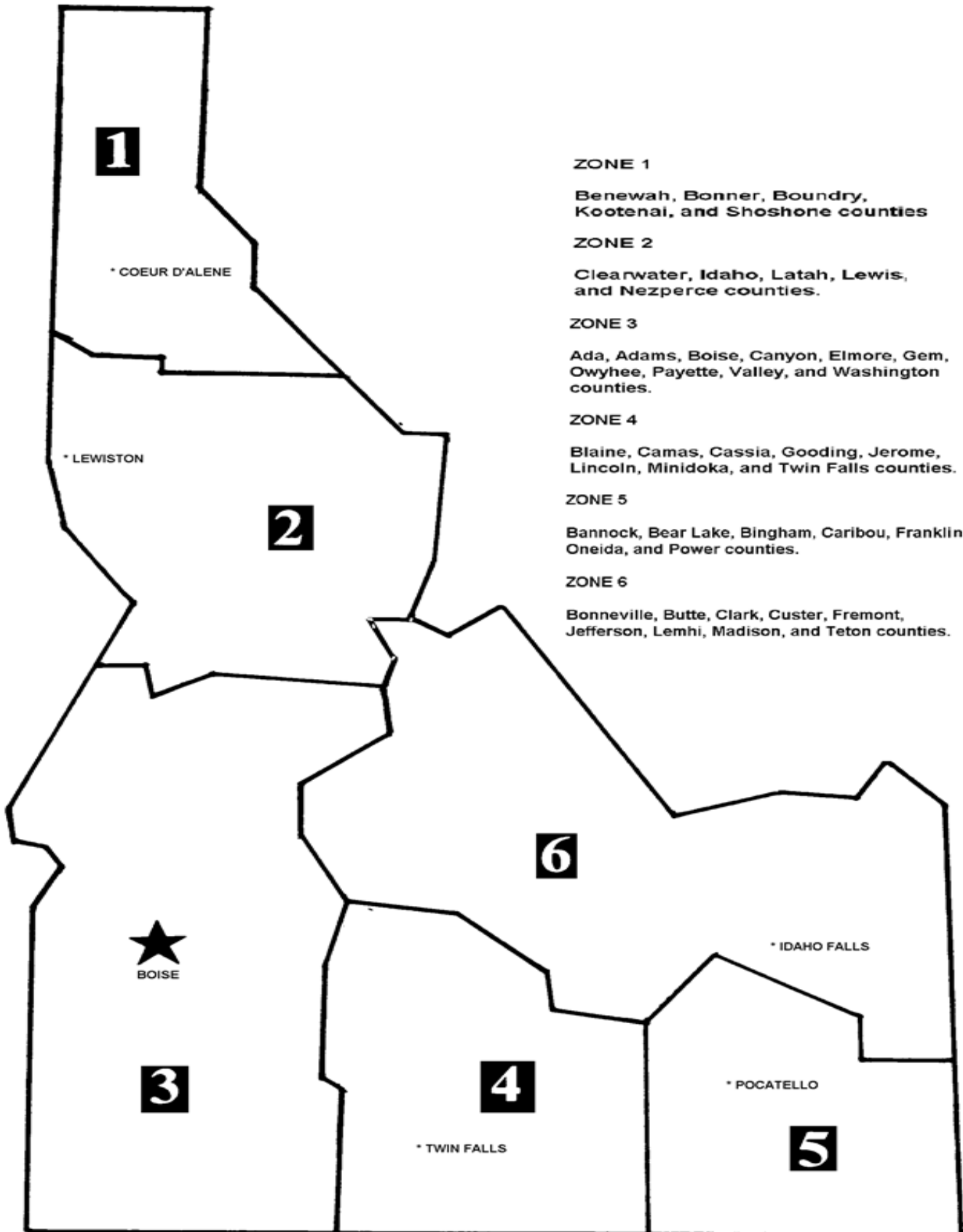
FEIN: 23 2787917

E-Mail brian.grimm@amerigas.com

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC SIGNATURE AND RETURNED WITH YOUR MANUALLY SUBMITTED BID OR PROPOSAL.

3/18/2021

ITB20210802- ZONE MAP





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED AmeriGas Propane, L.P. P.O. Box 858 Valley Forge, PA 19482	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER B :ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C :Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :ACE Fire Underwriters Insurance Company	20702	INSURER B :ACE American Insurance Company	22667	INSURER C :Indemnity Insurance Company of North America	43575	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:**QXPQMHTY**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	HDO G71451896	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ 2,500,000 PRODUCTS - COMP/OP AGG \$ 2,500,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	ISA H25306661	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SCF C67459465 (WI) WLR C67459428 (HVAC, Energy Services) WLR C67459386 (CA, MA) WLR C67459349(AOS)	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of Idaho, the (agency) and its divisions, officers and employees are included as Additional Insured (excluding Workers' Compensation) and Waiver of Subrogation applies except where not permissible by law if required by written contract subject to policy terms, conditions and exclusions. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below. The General Liability and Automobile Liability policies include sudden and accidental pollution coverage subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

State of Idaho
Attn: Division of Purchasing
304 N. 8th Street, Room 403
Boise, ID 83702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE