



**State of Idaho Contract Number SBPO20220917
Amendment No. 3**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Suburban Propane LP 8550 Franklin Rd Boise, ID 83709

Contract Summary

Contract Name: Statewide Propane Fuel and Related Equipment Contract Description: Statewide Propane Fuel and Related Equipment (Zones 3, 4, 5, & 6) Original Effective Date: 8/11/2021 Current Expiration Date: 8/10/2025	Current Contract Value: \$4,000,00.00 Estimated Lifetime Value: \$5,000,000.00 Contract Usage Type: Statewide
--	--

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
Norman Fearington	(360) 597-0674	nfearington@suburbanpropane.com

Recitals

1. The Parties entered into a Contract (SBPO20220917) for Statewide Propane Fuel and Related Equipment (Zones 3, 4, 5, & 6) 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 2).
3. Amendment 1 added ADA County location Avimor Tower to the Zone 3 Bid Schedule.
4. The Parties desire to renew the Contract for one (1) year.
5. 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

Suburban Propane LP

Signature: David Miller

Signature: 

Name: David Miller

Name: Norman T. Fearrington

Title: Contract Administrator

Title: Region GM

Date: 07/29/2024

Date: 8-24-24



**State of Idaho Contract Number SBPO20220917
Amendment No. 2**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Suburban Propane LP 1499 SE Tech Center Place Suite 120 Vancouver, WA 98683

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: \$3,000,000.00 Estimated Lifetime Value: \$5,000,000.00 Contract Usage Type: Statewide
---	---

Agency Contacts

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

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Norman Fearington	360-597-0674	nfearington@suburbanpropane.com

Recitals

1. The Parties entered into a Contract (SBPO20220917) 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 MillerName: David MillerTitle: Contract AdministratorDate: 08/07/2023

Suburban Propane LP

Signature: Name: Norman FearringtonTitle: Region GMDate: 8-3-23

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Statewide Propane Fuel and Related Equipment
Contract Number:	(Zones 3,4,5 & 6)
Parties:	SBPO20220917
	State of Idaho
	Suburban 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

SBPO20220917 , Statewide Propane Fuel and Related Equipment (Zones 3,4,5 & 6)(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 SBPO20220917 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.

Keith Boll

+1 360-268-4001
kboll@suburbanpropane.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
4/26/2022



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

Suburban Propane LP
Attn: Keith Boll

VIA ELECTRONIC TRANSMISSION
kboll@suburbanpropane.com

RE: Renewal of Contract SBPO20220917, a Contract for Statewide Propane Fuel and Related Equipment- Zones 3, 4, 5 & 6, 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,

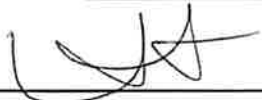
Laura Gallivan

Laura Gallivan
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Suburban Propane


Name & Title (Printed): Norman Fearrington, Region 41 GM

Signature: 

Date: 4-22-22

Idaho Division of Purchasing

Name & Title (Printed): Laura Gullivan, Office Specialist II

Signature: 

Date: 4/26/2022

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

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO20220917

Contact Name	Norman Fearrington
Title	Region 41 General Manager
Address	
Phone	360-597-0674
Fax	
E-mail	nfearrington@suburbanpropane.com

Idaho Division of Purchasing

Amendment

Purchase Order Name	Statewide Propane Fuel and Related Equipment (Zones 3,4,5 & 6)
Contract Number	SBPO20220917
Parties	State of Idaho Suburban Propane LP
This Amendment's Value	0.00 USD
Total Contract Value	1,000,000.00 USD
Start Date	8/11/2021 12:00 AM
End Date	8/10/2022 11:59 PM

Contract Manager: State of Idaho; patrick.murphy@adm.idaho.gov

Instructions

SBPO20220917, Statewide Propane Fuel and Related Equipment (Zones 3,4,5 & 6) (the "Contract") is amended as detailed in the attached executed amendment document. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein.

Note: The dollar amount listed in the contract Amendment 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.

Keith Boll

+1 360-268-4001
kboll@suburbanpropane.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Terms: Net 30

Signed By:

Patrick Murphy Digitally signed by Patrick Murphy
Date: 2021.12.14 12:10:23 -07'00'

Patrick Murphy – Contract Administrator

Date

Amendment No. 1
SBPO20220917 Statewide Propane Fuel
and Related Equipment

Parties: By and Through the Division of Purchasing "DOP"
and
Suburban Propane "Contractor"

Recitals:

- A. The Parties entered into a Contract for Statewide Propane Fuel and Related Equipment with a start date of 8/11/2021 and end date of 8/10/2022 (SBPO20220917).
- B. Add ADA County location.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Add ADA County location Avimor Tower to the Zone 3 Bid Schedule.
- 2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect. All of the terms herein will have the same meaning as specifically defined otherwise in this Second Amendment.
- 3. This Amendment is effective upon the date of the last signature. In no event will this Amendment be effective until executed by DOP.

NOW THEREFORE, the Parties have entered into this Amendment One (1) effective as of the date signed by DOP.

DOP

Patrick Murphy

Digitally signed by Patrick
Murphy
Date: 2021.12.14 12:09:49
-07'00'

Patrick Murphy, Contract Administrator

Date: _____

Suburban Propane



Keith Boll, General Manager

Date: 12/14/21

Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name: Statewide Propane Fuel and Related Equipment (Zones 3,4,5 & 6)
Contract Number: SBPO20220917
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 11:59PM
Submitted By: Justin Gross

Instructions

NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Contract is for Statewide Propane Fuel and Related Equipment. Awarding Zones 3,4,5 & 6 to Suburban, 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: Keith Boll

Phone: +1 360-268-4001

E-mail: kboll@suburbanpropane.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.

IDAHO

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, 20210802
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 12:37:38
+06'00'

ZONE 3

All prices are based on the OPIS list.
If Bidding on this Zone you must provide a price.
This is an indication of whether or not a price must be provided.

Agency	Facility Name	Location*
IDAHO TRANSPORTATION DEPARTMENT	Mountain Home	2586 Frontage Rd
IDAHO TRANSPORTATION DEPARTMENT	Boise	8150 Chinden Blvd
IDAHO TRANSPORTATION DEPARTMENT	Boise	8150 Chinden Blvd
IDAHO TRANSPORTATION DEPARTMENT	Orchard	5310 W. Diamond St,
IDAHO TRANSPORTATION DEPARTMENT	Banks	1500 Banks Grade
IDAHO TRANSPORTATION DEPARTMENT	Banks	1500 Banks Grade
IDAHO TRANSPORTATION DEPARTMENT	Cascade	11729 Hwy 55
IDAHO TRANSPORTATION DEPARTMENT	Idaho City	3901 Hwy 21
IDAHO TRANSPORTATION DEPARTMENT	Lowman	#5 Riverfront Dr,
IDAHO TRANSPORTATION DEPARTMENT	Riddle	56998 SH-51
IDAHO TRANSPORTATION DEPARTMENT	Riddle	56998 SH-51
IDAHO TRANSPORTATION DEPARTMENT	New Meadows	417 N Norris,
IDAHO TRANSPORTATION DEPARTMENT	New Meadows	417 N Norris
IDAHO TRANSPORTATION DEPARTMENT	Council	1557 Hwy 95
IDAHO TRANSPORTATION DEPARTMENT	Caldwell	15430 Highway 44
IDAHO TRANSPORTATION DEPARTMENT	Caldwell	15430 Highway 44
IDAHO TRANSPORTATION DEPARTMENT	New Plymouth	760 Hwy 30 W
IDAHO TRANSPORTATION DEPARTMENT	Hammett	777 Hammett Hill Rd
IDAHO TRANSPORTATION DEPARTMENT	Hammett	777 Hammett Hill Rd

IDAHO TRANSPORTATION DEPARTMENT	Weiser	555 E. Indianhead
IDAHO TRANSPORTATION DEPARTMENT	Murphy	21562 SH 78
IDAHO TRANSPORTATION DEPARTMENT	Marsing	RT #1 Box 717
IDAHO TRANSPORTATION DEPARTMENT	Boise Yard	8150 Chinden Blvd
PARKS AND RECREATION	Eagle Island State Park	165 Eagle Island Parkway
PARKS AND RECREATION	Bruneau Dunes State Park	27608 Sand Dunes Rd.
PARKS AND RECREATION	Bruneau Dunes State Park	27608 Sand Dunes Rd.
PARKS AND RECREATION	Three Island State Park	1083 Three Island Pk Dr.
PARKS AND RECREATION	Ponderosa State Park	1920 N Davis Ave.
PARKS AND RECREATION	Ponderosa State Park	1920 N Davis Ave.
PARKS AND RECREATION	Ponderosa State Park	1920 N Davis Ave.
PARKS AND RECREATION	Lucky Peak State Park	74 Arrowrock Rd.
PARKS AND RECREATION	Lucky Peak State Park	9725 E Highway 21
PARKS AND RECREATION	Lake Cascade State Park	970 Dam Rd.
PARKS AND RECREATION	Lake Cascade State Park	121 Lakeshore Dr.
PARKS AND RECREATION	Lake Cascade State Park	1760 W. Mountain Rd.
FISH AND GAME	Eagle Hatchery	1800 Trout Road
FISH AND GAME	Bear Valley Cabin	20 miles E. of Hwy 21
FISH AND GAME	South Fork Trap (new)	24 miles W. of Hwy 55
FISH AND GAME	Deadwood Trap (new)	46 miles E. of Hwy 21
FISH AND GAME	Andrus WMA	4187 Hwy 71
FISH AND GAME	Andrus WMA	4187 Hwy 71
FISH AND GAME	Andrus WMA	4187 Hwy 71
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Bennett Mtn.	43°14'57.18"N, 115°26'3.26"W
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	DOE Point	43°45'16.14"N, 116° 5'45.80"W
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Shafer Butte	43°46'17.19"N, 116° 5'18.47"W
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Snowbank	44°26'34.53"N, 116° 8'8.82"W
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Meridian ISP Compound	43°35'51.25"N, 116°22'47.98"W

PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Rocky Butte - Mt. Home	43° 7'53.94"N, 115°37'53.37"W

***LOCATION** will be physical address, global positioning system (GPS) coordinates, or close proximities

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

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

BID SCHEDULE- ZONE 3

sting for the Edmonton Rail.

rovide a Mark-up Price for each loaction listed below. On the Bid Schedule, there
an Ordering Agency is requesting leased equipment. If offered, your pricing

City	Zip	Number of Tanks (EA)	Tank Capacity (Gallons)	Usage in (Gallons)	1
Mountain Home	83647	1	300	4000	N
Garden City	83714	1	100	600	N
Garden City	83714	1	500	600	N
Boise	83709	1	500	1500	Y
Banks	83602	1	300	1000	N
Banks	83602	2	1000	1000	N
Cascade	83611	2	1000	5000	N
Idaho City	83631	2	1000	5000	N
Lowman	83637	2	1000	1000	N
Bruneau	83604	1	500	5000	N
Bruneau	83604	1	1000	3500	Y
New Meadows	83654	1	250	4500	N
New Meadows	83654	1	1000	4500	N
Council	83612	2	1000	1800	N
Caldwell	83605	1	1000	2500	N
Caldwell	83605	1	500	1500	N
New Plymouth	83655	1	250	400	N
Hammett	83627	1	1000	1000	
Hammett	83627	1	1000	1000	

Weiser	83672	1	250	250	N
Murphy	83650	1	1000	1100	
Marsing	83639	1	500	4500	N
Garden City	83714	1	500	1000	N
Eagle	83616	1	500	800	N
Mountain Home	83647	2	500	500	N
Mountain Home	83647	1	1000	500	N
Glenns Ferry	83623	3	500	1500	N
McCall	83638	9	500	9000	N
McCall	83638	1	1000	2000	N
McCall	83638	1	1000	2000	
Boise	83716	1	500	1000	N
Boise	83716	1	500	500	
Cascade	83611	1	2250	200	N
Cascade	83611	1	500	200	N
Donnelly	83615	3	500	1000	N
Eagle	83618	4	500	1000	Y
Loman	83637	1	500	500	N
Cascade	83611	1	125	100	Y
Loman	83637	1	250		Y
Cambridge	83610	1	500	1000	Y
Cambridge	83610	1	500	400	Y
Cambridge	83610	1	500	1200	Y
		2	1000	1000	N
		1	500	100	Y
		1	500	100	N
		1	500	125	N
		1	500	125	N

		1	500	300	N

77400

Annual Price to Lease Tank	2	Annual Price to Lease Hose	3	Annual Price to	Mark-Up Price**
	N		N		0.32
	N		N		0.27
	N		N		0.27
0	N		N		0.27
	N		N		0.29
	N		N		0.29
	N		N		0.29
	N		N		0.32
	N		N		0.34
	N		N		0.32
0	N		N		0.32
	N		N		0.28
	N		N		0.28
	N		N		0.31
	N		N		0.27
	N		N		0.27
	N		N		0.3
					0.34
					0.34

	N		N		0.3
					0.3
	N		N		0.29
	N		N		0.27
	N		N		0.27
	N		N		0.31
	N		N		0.31
	N		N		0.31
	N		N		0.27
	N		N		0.27
					0.27
	N		N		0.27
					0.27
	N		N		0.29
	N		N		0.29
	N		N		0.29
0	N		N		0.26
	N		N		0.33
0	Y	0	Y	90	0.28
0	Y	0	Y	90	0.32
0	Y	0	Y	90	0.3
0	Y	0	Y	90	0.3
0	Y	0	Y	90	0.3
	N		N		0.32
0.00	Y	0	Y	90.00	0.32
	N		N		0.32
	N		N		0.32
	N		N		0.29

	N		N		0.27

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

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

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

After Hour
Price

0.5
0.4
0.4
0.4
0.4
0.4
0.4

0.5

0.5
0.5
0.5
0.5
0.4
0.4
0.5
0.4
0.4
0.
0.5
0.5

[illegible]



ZONE 4

Agency	Facility Name
IDAHO TRANSPORTATION DEPARTMENT	Stanley
IDAHO TRANSPORTATION DEPARTMENT	Bliss
IDAHO TRANSPORTATION DEPARTMENT	Sublett
IDAHO TRANSPORTATION DEPARTMENT	Shoshone
IDAHO TRANSPORTATION DEPARTMENT	Shoshone
IDAHO TRANSPORTATION DEPARTMENT	Fairfield
IDAHO TRANSPORTATION DEPARTMENT	Clayton
IDAHO TRANSPORTATION DEPARTMENT	Gooding
IDAHO TRANSPORTATION DEPARTMENT	Carey
IDAHO TRANSPORTATION DEPARTMENT	Rupert
IDAHO TRANSPORTATION DEPARTMENT	Declo
IDAHO TRANSPORTATION DEPARTMENT	Twin Falls
PARKS AND RECREATION	Thousand Springs State Park
PARKS AND RECREATION	Massacre Rocks State Park
PARKS AND RECREATION	Massacre Rocks State Park
PARKS AND RECREATION	City of Rocks
PARKS AND RECREATION	City of Rocks
PARKS AND RECREATION	Lake Walcott State Park
FISH AND GAME	Hayspur Hatchery
FISH AND GAME	Hayspur Hatchery
FISH AND GAME	Hayspur Hatchery
FISH AND GAME	Magic Valley Hatchery
FISH AND GAME	Featherville Cabin
FISH AND GAME	Smokey Cabin
FISH AND GAME	Hagerman St Fish Hatchery

PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Albion Ridge
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Basin Butte
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Flat Top
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Yahoo Creek
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Notch Butte - Shoshone

***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 4.4)**

BID SCHEDULE- ZONE 4

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

If Bidding on this Zone you must provide a Mark-up Price for each location listed below. On the Bid Schedule, there is an 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)	Usage in (Gallons)
SH 21 MP 127.85 S/side	Stanley	83278	3	1000	3400
US-30 MP 172.60 W/side	Bliss	83314	1	1000	1900
2900 E 1400 S (Exit 245 I 84)	Malta	83342	1	1000	1200
63 W Hwy 26	Shoshone	83352	3	500	1000
63 W Hwy 26	Shoshone	83352	1	1000	3000
152.73 US Hwy 20	Fairfield	83327	2	1000	9000
Hwy 75 MP 218	Clayton	83227	1	500	1400
Hwy 46 MP 119	Gooding	83330	1	250	300
205. 47 N Main (East edge of Carey)	Carey	83320	1	1000	3300
55 E Baseline Rd	Rupert	83350	1	500	1000
273 N SH 25 MP 58	Declo	83323	1	1000	1200
Hwy 50 MP 4.5	Hansen	83334	1	250	200
1074 E. 2350 S.	Hagerman	83332	2	250	1000
3592 N. Park Ln.	American Falls	83211	1	250	500
3592 N. Park Ln.	American Falls	83211	4	500	1600
3035 S Elba-Almo Road	Almo	83312	2	500	2500
3035 S Elba-Almo Road	Almo	83312	2	1000	2500
959 E Minidoka Dam	Rupert	83350	2	250	800
071 US Highway 20	Bellevue	83313	1	320	670
071 US Highway 20	Bellevue	83313	1	125	670
071 US Highway 20	Bellevue	83313	1	1000	670
2036 River Road	Wendell	83355	1	300	425
4378 North Featherville Road	Featherville	83647	1	500	250
43 36 14.04 N 114 52 59.92 W	Fairfield	83327	1	250	250
1060 State Fish Hatchery Road	Hagerman	83332	1	250	500

42°21'41.55"N, 113°27'20.53"W			1	500	125
44°20'21.16"N, 114°58'36.90"W			3	500	375
42°43'49.09"N, 114°24'48.31"W			1	500	125
42°44'17.43"N, 114°58'50.93"W			1	500	125
42°53'2.72"N, 114°25'3.15"W			1	500	125

is, or close proximities

1	Annual Price to Lease Tank	2	Annual Price to Lease Hose	3	Annual Price to Lease Dispensor	Mark-Up Price**
Y	0	Y	0	Y	150.00	0.25
Y	0	Y	0	Y	150.00	0.22
Y	0	Y	0	Y	150.00	0.22
Y	0	Y	0	Y	150.00	0.22
Y	0	Y	0	Y	150.00	0.25
Y	0	Y	0	Y	150.00	0.25
Y	0	Y	0	Y	150.00	0.25
Y	0	Y	0	Y	150.00	0.22
Y	65	Y	0	Y	0.00	0.25
Y	0	Y	0	Y	150.00	0.22
Y	0	Y	0	Y	150.00	0.22
Y	0	Y	0	Y	150.00	0.22
N	0	N	0	N	0	0.22
N	0	N	0	N	0	0.25
N	0	N	0	N	0	0.25
N	0	N	0	N	0	0.25
N	0	N	0	N	0	0.25
Y	0	N	0	N	0	0.22
Y	0	Y	0	Y	150	0.22
Y	0	Y	0	Y	150	0.22
Y	0	Y	0	Y	150	0.22
N	0	N	0	N	0	0.22
Y	0	Y	0	Y	150	0.25
N	0	N	0	N	0	0.25
Y	0	N	0	N	0	0.22

N	0	N	0	N	0	0.22
Y	0	Y	0	Y	150.00	0.22
N	0	N	0	N	0	0.22
N	0	N	0	N	0	0.22
N	0	N	0	N	0	0.22

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

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

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

**After Hour
Price**

Price

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

0.4

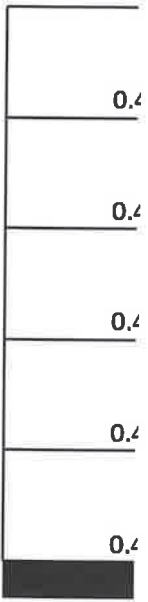
0.4

0.4

0.4

0.4

0.4



ZONE 5

Agency	Facility Name
IDAHO TRANSPORTATION DEPARTMENT	Pocatello
IDAHO TRANSPORTATION DEPARTMENT	Malad
IDAHO TRANSPORTATION DEPARTMENT	Soda Springs
IDAHO TRANSPORTATION DEPARTMENT	Preston
IDAHO TRANSPORTATION DEPARTMENT	Downey
IDAHO TRANSPORTATION DEPARTMENT	Wayan
PARKS AND RECREATION	Bear Lake State Park
FISH AND GAME	American Falls Hatchery
FISH AND GAME	Grace Hatchery
FISH AND GAME	Spring Field Hatchery
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Chinks Peak
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Chinks Peak
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Howard Mtn.
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Malad Mtn.
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Paps Peak
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Sedgwick Peak

PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Blackfoot
SOUTHEASTERN IDAHO PUBLIC HEALTH	Malad

***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 5

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 indication of whether or not an Ordering Agency is requesting leased equipment. If offered, your pricing is provided.

Location*	City	Zip	Number of Tanks (EA)	Tank Capacity (Gallons)
5151 South 5th Ave	Pocatello	83204	1	500
25 N State Shop Rd	Malad	83252	1	1000
1611 Power Plant Rd	Soda Springs	83276	2	1000
264 E 8th N	Preston	83263	1	300
4181 Hwy 40	Downey	83234	1	500
5154 SH 34	Wayan	83285	2	1000
3rd North 10th East	St. Charles	83272	1	250
2974 S Hatchery Road	American Falls	83211	2	1000
390 Fish Hatchery Lane	Grace	83241	7	500
1830 W 950 South	Springfield	83277	3	500
42°50'50.64"N, 112°21'41.71"W			1	500
42°50'50.64"N, 112°21'41.71"W			1	500
42°51'59.89"N, 112°30'50.63"W			1	500
42°11'7.92"N, 112°27'11.97"W			1	500
42°45'23.66"N, 112°48'40.62"W			1	500
42°30'56.99"N, 111°55'24.73"W			1	500

43°12'14.21"N, 112°22'22.11"W			1	500
175 S 300 E	Malad	83252	1	1000

is, or close proximities

ifications Document)

If
e, there is an
must be

Usage in (Gallons)	1	Annual Price to Lease Tank	2	Annual Price to Lease	3	Annual Price to Lease	Mark-Up Price**	After Hour Price
1000	N	0	N	0	N	0.00	0.2	0.
4000	N	0	N	0	N	0.00	0.2	0.
4000	N	0	N	0	N	0.00	0.2	0.
300	N	0	N	0	N	0.00	0.2	0.
200	Y	65		0		0.00	0.2	0.
6000	N	0	N	0	N	0.00	0.2	0.
500	N	0	N	0	N	0	0.2	0.
1000	Y	180	Y	0	Y	0	0.2	0.
3500	Y	455	Y	0	Y	0	0.2	0.
1500	Y	195	Y	0	Y	0	0.2	0.
125	N	0	N	0	N	0	0.2	0.
125	Y	65.00	Y	0	Y	0.00	0.2	0.
125	Y	65	Y	0	Y	0	0.2	0.
125	Y	65	Y	0	Y	0	0.2	0.
125	Y	65	Y	0	Y	0	0.2	0.
125	N	0	N	0	N	0	0.2	0.

125	N	0	N	0	N	0	0.2	0.
750	Y	90	N	0	N	0	0.2	0.

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

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

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

ZONE 6

All prices are based on the OPIS list.
If Bidding on this Zone you must provide
there is an indication of whether or not
pricing must be provided.

Agency	Facility Name	Location*
IDAHO TRANSPORTATION DEPARTMENT	Arco	2763 US 20 (MP 252)
IDAHO TRANSPORTATION DEPARTMENT	Challis	1510 N. US-93 Hwy. (MP 247.3)
IDAHO TRANSPORTATION DEPARTMENT	Sugar City	4812 2000 E (MP340)
IDAHO TRANSPORTATION DEPARTMENT	Mackay	4329 N Highway 93 (MP 108.5)
IDAHO TRANSPORTATION DEPARTMENT	DuBois	170 S. Idaho ST
IDAHO TRANSPORTATION DEPARTMENT	Ashton	1380 Highway 20 (MP 361.2)
IDAHO TRANSPORTATION DEPARTMENT	Idaho Falls	1540 Foote Dr
IDAHO TRANSPORTATION DEPARTMENT	Island Park	4395 Library Road
IDAHO TRANSPORTATION DEPARTMENT	Irwin	3363 US26, (MP 380)
IDAHO TRANSPORTATION DEPARTMENT	Mud Lake	973 E 1500 N (HWY 33)
IDAHO TRANSPORTATION DEPARTMENT	Salmon	41 Highway 93 N. (MP 306.3)
IDAHO TRANSPORTATION DEPARTMENT	Salmon	41 Highway 93 N. (MP 306.3)
IDAHO TRANSPORTATION DEPARTMENT	Salmon	41 Highway 93 N.(MP 306.3)
IDAHO TRANSPORTATION DEPARTMENT	Gibbonsville	3165 HWY93 N (MP 337.4)
IDAHO TRANSPORTATION DEPARTMENT	Driggs	157 N Hwy 33 (MP142)
IDAHO TRANSPORTATION DEPARTMENT	Leadore	4637 HWY 28
IDAHO TRANSPORTATION DEPARTMENT	Lost Trail	HWY 93 MP351
PARKS AND RECREATION	Harriman State Park	3489 Green Canyon Rd.
PARKS AND RECREATION	Harriman State Park	3489 Green Canyon Rd.

PARKS AND RECREATION	Henry's Lake State Park	3917 E. 5100 N.
PARKS AND RECREATION	Henry's Lake State Park	3917 E. 5100 N.
PARKS AND RECREATION	Henry's Lake State Park	3917 E. 5100 N.
PARKS AND RECREATION	Land of the Yankee Fork	Off FS Road 013 on Bonanza Rd
PARKS AND RECREATION	Land of the Yankee Fork	24426 Hwy 75
PARKS AND RECREATION	Land of the Yankee Fork	4 miles on FS Road 051
PARKS AND RECREATION	Land of the Yankee Fork	24426 Hwy 75
FISH AND GAME	East Fork Trap	HC 64
FISH AND GAME	Palisades Creek Weir	553 Park Ln
FISH AND GAME	Rainey Creek Weir	91 Ranger Station Road
FISH AND GAME	Pine Creek Weir	Hwy 31, 7 miles N of Swan Valley
FISH AND GAME	East Fork Trap	HC 64
FISH AND GAME	Colson Cabin	30 miles W. of North Fork ID
FISH AND GAME	Market Lake WMA	804 N 2900 East
FISH AND GAME	Mud Lake WMA	1165 E 1800 North
FISH AND GAME	Salmon Office Trailer	99 Hwy 93 North
FISH AND GAME	Salmon Screen Shop	99 Hwy 93 North
FISH AND GAME	Sand Creek WMA	758 N 2000 East
FISH AND GAME	Sand Creek WMA	758 N 2000 East
FISH AND GAME	Tex Creek WMA	1383 Pipe Creek Rd
FISH AND GAME	Tex Creek WMA	180 Meadow Creek Rd
FISH AND GAME	Deer Parks Wma (new)	1015 Twin Butte Road
FISH AND GAME	Mackey Fish Hatchery	4848 N 5600 West
FISH AND GAME	Mackay Fish Hatchery	4847 N 5600 West
FISH AND GAME	Mackay Fish Hatchery	4845 N 5600 West
FISH AND GAME	Henrys Lake Facility	3850 Highway 87
FISH AND GAME	Henrys Lake Facility	3850 Highway 87
FISH AND GAME	Macks Inn	4102 Shoshone Ave.
FISH AND GAME	Macks Inn	4102 Shoshone Ave.
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Big Southern	43°23'46.23"N, 113° 1'19.76"W
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	East Butte	43°30'2.38"N, 112°39'51.62"W
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Iona Butte	43°32'42.45"N, 111°53'16.79"W
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	ISP Dist.	43°30'37.20"N, 112° 3'31.61"W
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Relay Ridge	43°42'23.39"N, 111°20'39.81"W

PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Summit Lake	44°18'21.11"N, 113°29'3.66"W
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Grouse Peak	44°31'51.54"N, 114° 4'38.16"W
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Salmon -ITD Yard	45°11'30.77"N, 113°53'51.19"W
PUBLIC SAFETY AND COMMUNICATIONS - HOMELAND SECURITY, MILITARY DIVISION	Salmon - Baldy	45° 8'43.27"N, 114° 0'29.53"W
LIQUOR DISPENSORY	Salmon Liquor Store	115 Clark St.

***LOCATION** will be physical address, global positioning system (GPS) coordinates, or close proximities

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

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

BID SCHEDULE- ZONE 6

ing for the Edmonton Rail.

vide a Mark-up Price for each loaction listed below. On the Bid Schedule,
not an Ordering Agency is requesting leased equipment. If offered, your

City	Zip	Number of Tanks (EA)	Tank Capacity (Gallons)	Usage in (Gallons)	1	Annual Price to Lease Tank	2
Butte City, ID	83213	1	1000	4000	N		N
Challis, ID	83226	1	1000	4000	N		N
Sugar City, ID	83448	1	1000	4000	N		N
Mackay, ID	83251	1	1000	3000	N		N
Dubois, ID	83423	3	1000	10500	N		N
Ashton, ID	83420	1	1000	5000	N		N
Idaho Falls, ID	83401	1	500	200	N		N
Island Park, ID	83429	4	1000	10000	N		N
Irwin, ID	83428	1	1000	3600	N		N
Mud Lake, ID	83450	2	500	2000	N		N
Salmon, ID	83467	1	120	200	N		N
Salmon, ID	83467	2	1000	4800	N		N
Salmon, ID	83467	1	500	2400	N		N
Gibbonsville, ID	83463	4	1000	8000	N		N
Driggs, ID	83422	1	1000	4000	N		N
Leadore, ID	83464	3	1000	8000	N		N
Idaho/Mt State Line	83463	1	500	320	N		N
Island Park	83429	3	500	1500	N		N
Island Park	83429	2	1000	2000			

Island Park	83429	2	250	500	N		N
Island Park	83429	1	500	800	N		N
Island Park	83429	1	1000	1000	N		N
Challis	83226	1	120	70	N		N
Challis	83226	1	575	500	N		N
Challis	83226	1	500	350			
Challis	83226	1	1000	2400	N		N
Stanley	83278	1	125	150	Y	65	Y
Irwin	83428	1	200	100	Y	65	Y
Swan Valley	83449	1	200	100	Y	65	Y
Swan Valley	83443	1	100	100	Y	65	Y
Stanley	83278	1	360	150	Y	65	Y
North Fork	83469	1	500	250	Y	65	Y
Roberts	83444	4	250	3000	Y	195	Y
Terreton	83450	2	200	600	Y	65	Y
Salmon	83467	1	100	380	Y	65	Y
Salmon	83467	2	1000	2000	N	0	N
St. Anthony	83445	1	250	700	Y	65	Y
St. Anthony	83445	2	500	1400	Y	65	Y
Ririe	83443	2	1500	1500	Y	155	Y
Ririe	83443	1	500	500	Y	65	Y
Menan	83434	1	500	800	Y	65	Y
Mackay	83251	1	500	200	Y	65	N
Mackay	83251	1	500	200	Y	65	N
Mackay	83251	1	500	200	Y	65	N
Island Park	83429	1	250	250	Y	65	Y
Island Park	83429	3	500	2000	Y	195	Y
Island Park	83429	1	500	300	Y	65	Y
Island Park	83429	1	250	200	Y	65	Y
		1	1000	250	N		N
			500	125	N		N
		1	1000	250	N		N
		1	500	125	N		N
		1	1000	250	N		N

		2	1000	500	N		N
		1	500	500	N		N
		1	350	350	N		N
		1	500	500	Y	65	N
Salmon		1	300	400	y	65	N

101470

1 = Agency L
2 = Agency L
3 = Agency L

[illegible]

0	N	0	0.25	0.4
0	N	0	0.25	0.4
0	N	0	0.25	0.4
0	N	0	0.25	0.4
0	N	0	0.25	0.4
0		0	0.25	0.4
0	N	0	0.25	0.4
0	Y	0	0.25	0.4
0	Y	0	0.2	0.4
0	Y	0	0.2	0.4
0	Y	0	0.2	0.4
0	Y	0	0.2	0.4
0	Y	0	0.25	0.4
0	Y	0	0.25	0.4
0	Y	0	0.2	0.4
0	Y	0	0.2	0.4
0	Y	0	0.25	0.4
0	N	0	0.25	0.4
0	Y	0	0.2	0.4
0	Y	0	0.2	0.4
0	Y	0	0.2	0.4
0	Y	0	0.2	0.4
0	Y	0	0.2	0.4
0	N	0	0.2	0.4
0	N	0	0.2	0.4
0	N	0	0.2	0.4
0	Y	0	0.25	0.4
0	Y	0	0.25	0.4
0	Y	0	0.25	0.4
0	Y	0	0.25	0.4
0	N	0	0.23	0.4
0	N	0.00	0.23	0.4
0	N	0	0.23	0.4
0	N	0	0.23	0.4
0	N	0	0.23	0.4

0	N	0	0.23	0.4
0	N	0	0.23	0.4
0	N	0	0.23	0.4
0	N	0	0.23	0.4
0	N	0	0.23	0.4

.easing Tank (Y = Yes N = No)

.easing Hose (Y = Yes N = No)

.easing Disp (Y = Yes N = No)

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.

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

January 1, 2017

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.

January 1, 2017

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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.

January 1, 2017

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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

January 1, 2017

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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.

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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.

January 1, 2017

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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 injury 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(Company Name) Suburban Propane, LP
 ADDRESS 1499 SE Tech Center Place, Suite 130
 CITY, ST, ZIP Vancouver, WA 98683
 PHONE: 360-268-4001 FAX: _____ FEIN: _____
 E-Mail kbolla@suburbanpropane.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.

Keith Boll
Original Signature (Manually Signed in Ink or Electronic Signature)
Keith Boll
Printed Name

1/22/21
Date
General Manager
Title

ITB20210802- ZONE MAP

