



# State of Idaho Various Agencies

Statewide Blanket Purchase Order  
Contract Renewal - 02

Statewide Blanket Purchase Order  
SBPO1266 - 02

Bill To:  
State of Idaho Various Agencies  
Various State Agencies  
located throughout Idaho  
\*\*\*\*

Various, ID 83701

**DELIVER TO:** State of Idaho Various Agencies  
Various State Agencies  
located throughout Idaho  
\*\*\*\*  
Various, ID 83701  
bonnie.sletten@adm.idaho.gov

Date: Fri Sep 11, 2009  
F.O.B: Destination  
Terms:

**VENDOR:**

BAIRD OIL CO  
PO BOX 1658  
BOISE, ID 83701  
Attn: Primary Customer Contact  
Vendor Nbr: 7683  
Emailed To: [bairdoil@mindspring.com](mailto:bairdoil@mindspring.com)  
Phone: 208-375-7767  
Fax: 208-375-7855  
Account Number: P00000031931

Start of Service Date Thu Oct 01, 2009  
End of Service Date: Thu Sep 30, 2010

Solicitation#: [ITB03100](#) From: [FORMULTIPLEAWD](#)  
DOC#: [SBPO1265](#)  
PREQ13508

File(s) Attached:

- Zones.pdf
- 07\_STW\_BulkFuel\_Requirements.doc
- 07\_BulkFuel\_Award\_BairdOil\_M02.xls

Buyer: [ANTHONY OPALKA](#) 208-332-1603

[Assign/Manage pCard](#)

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		1441703.00
<b>Total:</b>				<b>1441703.00</b>

	<p><b>DELIVERY OF BULK FUEL(S) CONTRACT SBPO1266-01 RENEWAL</b></p> <p>This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number SBPO1266-01, for DELIVERY OF BULK FUEL(S) dated NOVEMBER 30, 2007 for ALL ELIGIBLE POLITICAL SUBDIVISIONS OR PUBLIC AGENCIES, between BAIRD OIL CO as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:</p> <p><b>Blanket Comments:</b> All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this renewal is OCTOBER 1, 2009.</p> <p>This contract is renewed for ONE (1) YEAR commencing OCTOBER 1, 2009 and expiring SEPTEMBER 30, 2010. The same terms, conditions and prices prevail for the contract renewal period.</p> <p>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 actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.</p> <p><b>SIGNED AND DATED ACCEPTANCE LETTER FROM BAIRD OIL CO ON FILE AT THE DIVISION OF PURCHASING</b></p>			
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Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Delivery of Bulk Fuel(s) for Zone 3, per the attached spreadsheet titled "07_BulkFuel_Award_BairdOil.xls.M02". Please note that Ada County and Ada County Highway District have been added to this contract per the modified price schedule.  ( 405-09 ) ( nt )	1 LOT	1441703.00	1441703.00

	<p>.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD</p> <p>Contract for Delivery of Bulk Fuel(s)for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of two (2) years, with three (3) one year renewal periods.</p> <p><b>General Comments:</b> Contract Title:..... Delivery of Bulk Fuel(s) Contract Usage Type:..... Mandatory Public Agency Clause: ..... Yes Contract Administration:..... Anthony Opalka ---Phone Number:..... 208-332-1603 ---E-Mail:..... anthony.opalka@adm.idaho.gov</p> <p>Contractor's Primary Contact ---Attn: ..... Dennis Baird</p>			
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---Address:..... 311 N. Curtis Rd  
PO Box 1658  
---City, State, Zip:..... Boise ID 83706  
Phone Number:..... 208-375-7855  
Fax Number:..... 208-375-7855  
E-Mail:..... bairdoil@mindspring.com

**CONTRACTOR:** Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

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

**Order Placement Address:**  
Same as above

**Payment Address:**  
Same as above

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

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

1. This Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's signed bid, quotation, or offer.

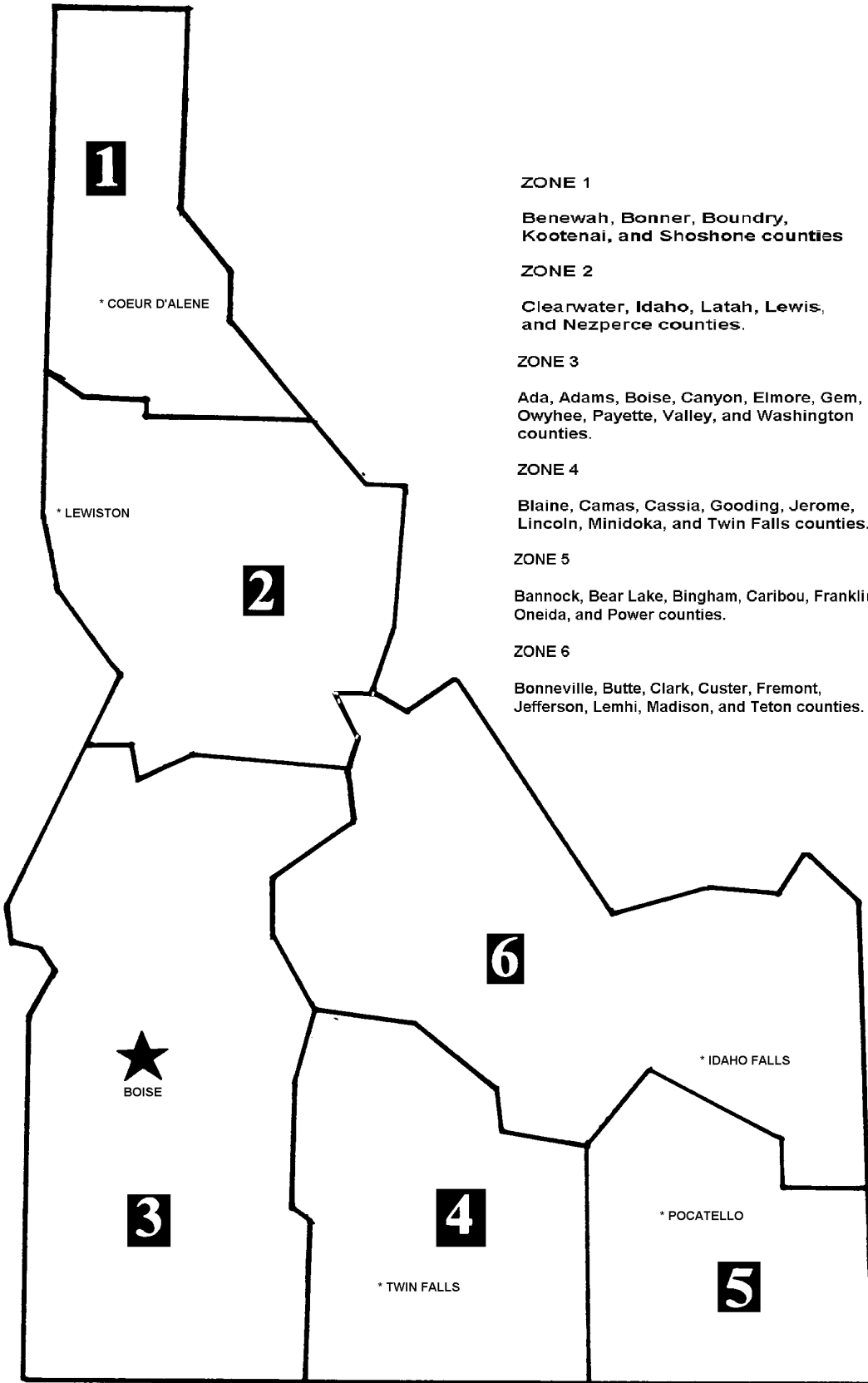
**INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.**

<b>Instructions:</b>	
<b>Freight / Handling Included in Price</b>	
	<b>By: ANTHONY T. OPALKA</b>

Bulk Fuel Bid Schedule

Bidder's Margin = freight + blending fees + profit BUT excludes Fixed Costs (i.e., taxes)													For ITD sites ONLY			For ITD sites ONLY				
Bid All items for each Delivery Address!													Diesel # 1	Diesel # 1	Diesel # 1	(IF OFFERED)	(IF OFFERED)	Can you provide		
Delivery	Destination	Physical Address	Phone Number	Tank	Unleaded	Unl.	Annual Usage	Unleaded Margin	Diesel 1 & 2 ULS Dyed Tank Size	Diesel 1 & 2 ULS Dyed Usage	Diesel 1 & 2 ULS Dyed Margin	Heating Oil #1 & #2 Tank Size	Heating Oil #1 & #2 Usage	Heating Oil #1 & #2 Margin	& HS Diesel # 2 Tank Size	& HS Diesel # 2 Usage	& HS Diesel # 2 Margin	Winter Chemical Additive Price per Gallon	Winter Chemical Additive Name of Product	Biodiesel at this Delivery Site? (Yes or NO?)
<b>ZONE 3</b>																				
<b>Idaho Transportation Department</b>																				
Banks	SH-55 MP 79	793-2383	AST	1,000	6,600		0.0980	3,000	19,000	0.0980								X	X	X
Boise (Chinden)	8150 Chinden Blvd.	334-8320	UST	10,000	62,200		0.0380	10,000	68,000	0.0380								0.0250	GE BETZ	Yes
Boise (Orchard)	5310 Diamond, Boise id 83709	362-6183	UST	4,000	12,000		0.0680	4,000	18,000	0.0680								0.0250	GE BETZ	Yes
Bruneau	SH-51 (in town)	845-2710	AST	500	700		0.1280	1500	8,200	0.1280								0.0250	OTR 8933	Yes
Caldwell	I-84 Exit 25 (Middleton Exit)	459-7429	UST	2,000	14,100		0.0680	4,000	14,800	0.0680								0.0250	GE BETZ	Yes
Cascade	SH-55 MP 117.27	382-4675	AST	1,000	900		0.1280	3,000	12,800	0.1280								0.0250	OTR 8934	Yes
Hammett	I-84 Exit 114 (NW side of hwy.)	366-7559	AST	1,200	600		0.0880	4,000	6,000	0.0880								0.0250	GE BETZ	Yes
Idaho City	3901 Hwy 21	392-6628	AST	1,500	10,000		0.0880	4,500	14,000	0.0880								0.0250	OTR 8935	Yes
Lowman	SH-21 MP 72.49	259-3311	AST	2,000	2,200		0.1680	3,200	17,000	0.1680								0.0250	GE BETZ	Yes
Marsing	SH-78 MP 3.5	896-4485	AST	1,200	3,000		0.0880	4,000	6,100	0.0880								0.0250	OTR 8936	Yes
Mountain Home	I-84 Exit 90 (SE side of hwy.)	587-7966	AST	2,000	9,200		0.0680	3,200	22,300	0.0680								0.0250	GE BETZ	Yes
<b>New Meadows</b>	<b>417 N Norris New Meadows</b>	<b>347-2291</b>	<b>AST</b>	<b>1,000</b>	<b>4,400</b>		<b>0.1680</b>	<b>4,200</b>	<b>17,500</b>	<b>0.1680</b>										
Riddle	SH-51 MP 11	759-3207	AST	500	550		0.1980	1,500	3,000	0.1980								0.0250	OTR 8937	Yes
Weiser	US-95 MP 95.4 (550 Indian Head Rd.)	549-1305	UST	4,000	3,500		0.0880	4,000	9,600	0.0880								0.0250	GE BETZ	Yes
<b>Boise State University</b>																				
Physical Plant	University & Vermont Streets	426-1443	AST	2,000	34,000		0.0680											X	X	X
Physical Plant	University & Vermont Streets	426-1443	AST					200	3,500	0.2280								X	X	X
Business Bldg.	Business Bldg.	426-1443	AST					100	300	0.2280								X	X	X
Pavillion	Pavillion	426-1443	AST					100	300	0.2280								X	X	X
Education Bldg.	Education Bldg.	426-1443	AST					100	300	0.2280								X	X	X
Morrison Center	Morrison Center	426-1443	AST					100	300	0.2280								X	X	X
Engr. Tech	Engineering Technology Bldg.	426-1443	AST					100	300	0.2280								X	X	X
<b>Idaho Department of Parks &amp; Recreation</b>																				
Bruneau, ID	Bruneau Dunes State Park	366-7919		1,000	1,000		0.3280					1000	5000	0.3280				X	X	X
Boise, ID	5657 Warm Springs Ave. (Stationary)	334-4199						250	375	0.2280								X	X	X
<b>Idaho Department of Correction</b>																				
Boise, ID	IMSI, 5 Miles S. of Boise							500	464	0.2280								X	X	X
Boise, ID	SICI, 5 Miles S. of Boise			2,000	60,000		0.0680	1,000	12,000	0.0680								X	X	X
<b>Idaho Department of Fish &amp; Game</b>																				
Eagle, ID	Eagle Hatchery			2 x 55	400		0.3280											X	X	X
Boise, ID	Boise River WMA		AST											300	500	0.3280		X	X	X
Parma, ID	Fort Boise WMA		AST	225	2,000		0.2280	280	2,000	0.3280				550	550	0.3280		X	X	X
Nampa, ID	Nampa Hatchery		AST	150	750		0.2280							30	100	0.3280		X	X	X
<b>Department of Health and Welfare</b>																				
Nampa, ID	State School & Hospital	475-2340		2,000	9,000		0.0680	50	200	0.2280										No
<b>ZONE 3</b>																				
<b>Mountain Home School District (Stephanie)</b>																				
	420 South, 14th East, Mountain Home, ID 83647	587-2598	AST	500	6,000		0.0980											0.0250	GE BETZ OTR 893	Yes
<b>Boise Independent School District (Kevin)</b>																				
Boise, ID	400 W. Fort Street	338-3420		7,500	50,000		0.0380	2,500	8,200	0.0380								0.0250	GE BETZ OTR 893	Yes
<b>Idaho State Veterans</b>																				
Boise ID	320 Collins Road	246-8723						500	150	0.1280								0.0250	GE BETZ OTR 893	Yes
Boise ID	10100 North Hoseshoe Bend Rd.	246-8788		500	1,000		0.1280	500	1,000	0.1280								0.0250	GE BETZ OTR 893	Yes
<b>Ada County (Brad Jackson)</b>																				
Ada County	Barrister Drive, Boise, ID	287-7143		10,000	121,000		0.0330	4,000	26,000	0.0330										Yes
<b>Ada County Hwy District (Craig Croner)</b>																				
	3775 Adams St., Garden City, ID 83714	387-6361	UST	7,500	55,000		0.0330	12,000	122,000	0.0330										Yes
	440 N. Cloverdale, Boise, ID	387-6361	UST	8,000	30,000		0.0330	12,000	90,000	0.0330										Yes

MP = Mile Post SH = State Highway ULS = Ultra Low Sulfur HS = High Sulfur  
WMA = Wildlife Management Area  
AST = Aboveground Tank UST = Underground Tank



## **BULK FUELS AND HEATING OIL CONTRACT**

### **SPECIAL CONTRACT TERMS AND CONDITIONS**

This contract is for a TWO (2) YEAR period of time commencing on or about October 1, 2007, or date of award, for the purchase of BULK FUELS AND HEATING OIL; with option to renew (upon mutual agreement of both parties) for Three (3) additional ONE (1) YEAR periods. The State of Idaho (State) will not be obligated or required to purchase any of the Contractor's surplus inventories resulting from the expiration of this contract. Use of the contract by public agencies (cities, counties, school districts, etc.) will be subject to mutual agreement of both parties (see Public Agency Clause).

### **TRANSITION PERIOD**

In the event a replacement contract is not established before expiration of this contract or upon termination by the State, it is the responsibility of the Contractor to continue the contract under the same terms and conditions until a new contract is in place. At no time shall this transition period be more than ninety (90) days beyond the original expiration date of the contract.

### **EXCEPTIONS TO USE**

State agencies will obtain all bulk fuels and heating oil from this contract. The State reserves the right to purchase product elsewhere on an emergency basis or where any delivery requirements are burdensome or restrictive.

### **CLOSING DELIVERY SITES**

Agencies reserve the right to close any delivery site or discontinue any fuel product at any time without prior notice to the Contractor or penalty to the State.

### **REPLACEMENT DELIVERY SITES**

The State can close any delivery site and establish a replacement delivery site within ten (10) miles of the original site. The Contractor must deliver fuels for the replacement site at the same margin as was being charged at the closed site.

### **CHANGES AT DELIVERY SITES**

1. The State reserves the right to add, replace, or remove tanks and also reserves the right to add fuels at any delivery site without prior notice to the Contractor or penalty to the State.
2. The Contractor agrees to deliver fuels to additional tanks at a delivery site using the same margin as already charged for that product.
3. If tanks for additional types of fuels are added at a delivery site, the Contractor agrees to provide the additional fuels at a mutually agreed upon price consistent with existing prices for those fuels at nearby delivery sites serviced by the Contractor.

### **DELIVERY REQUIREMENTS**

1. Fuel metering devices must be utilized to provide accurate delivery quantities. Contractor's delivery truck must have a metering device. The only exception to this requirement is for deliveries from a fuel distribution point/terminal directly to a State site using a transport truck. In this case a bill of lading for each truck and/or trailer load will be acceptable. Split loads will be accepted if all fuel from the distribution point/terminal is for delivery to multiple sites of a single State agency.
2. Delivery ticket must be presented at time of product delivery. Bill of lading/metered quantity may be transferred to delivery ticket by hand at time of delivery. Bill of lading must also be attached to the delivery ticket. The State will pay only for the actual amount of fuel delivered as shown on the delivery vehicle's metering device or on bill of lading.
3. Contractor must be in compliance with Bureau of Weights and Measures rule IDAPA 02.02.14 (concerning ticket printer requirements for vehicle-mounted metering systems). For vehicles with ticket printers, the printed metering ticket must be attached to the delivery ticket.

## BULK FUELS AND HEATING OIL CONTRACT

4. Delivery is required within forty-eight (48) hours (two business days) after receipt of order. Deliveries exceeding forty-eight hours may be allowed, at the discretion of State agency ordering personnel, at time of order. Exception: **Idaho Transportation Department's Osburn Yard**: Delivery is required within twenty-four (24) hours after receipt of order.
5. At least twenty-four (24) hours before delivery, the Contractor must contact the delivery site advising them of the arrival time of the delivery truck (within a two (2) hour period of time). For all deliveries, a State agency representative must be: (1) informed of the delivery truck arrival; (2) afforded an opportunity to observe/confirm off-loading; and (3) be given a numbered delivery receipt to sign confirming delivered quantities. Practical procedures for accomplishing these requirements will be at the discretion of each State agency.
6. Unless specified by the ordering agency at time of order, the delivery must be during normal working hours at the site where the product is being delivered.
7. Contractor must provide telephone numbers for contact by State agencies.
8. Prior to fueling, the Contractor will determine that the tank system to be filled is able to hold the volume of fuel being delivered.
9. The Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all Contractor personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
10. The Contractor must provide systems necessary to prevent spills and overfills from occurring during the product transfer. The Contractor must also provide the systems necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers.
11. The fuel truck operator will be present during delivery and take an active part in the prevention of spills. The fuel truck operator will take immediate action to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to transfer of product and also prior to departure of delivery truck, the fuel truck operator shall examine the lowermost drain and all outlets for leakage, and if necessary, tighten, adjust or replace to prevent liquid leakage.
12. All Idaho Transportation Department above-ground storage tanks are filled through a fill port located on top of the tank with the exception of the following Idaho Transportation Department delivery sites that are filled through a fill port located on the side of the tank: Fleming, Grangeville, Kooskia, Lucile, Orofino and Powell.
13. In the event deliveries are sub-contracted to another vendor by the Contractor, the Contractor is ultimately responsible for complying with all conditions of this contract.

### TAXES

1. Contract prices and/or Contractor margins shall not include taxes. Taxes applicable at time of delivery are to be added to invoices as separate entries.
2. The State does not pay Federal Excise tax. This tax is not to be included on Contractor's invoice.
3. It is agreed and understood that the Contractor shall be responsible for filing all necessary claims for tax refunds due the Contractor.

As of January 1, 1996 . . .

Idaho Fuel Tax must be charged on all UNDYED (CLEAR) DIESEL FUEL sold.

If tax-paid fuel (clear) is used for nontaxable purposes, you may claim a refund from the tax commission by filing a Form 75. For any questions please call your nearest State of Idaho State Tax Commission office.

Idaho Fuel Tax will not be charged on any DYED DIESEL FUEL.

Red-Dyed HIGH-SULFUR diesel fuel

## BULK FUELS AND HEATING OIL CONTRACT

- Cannot be used in any motor vehicle.
- Can be used in equipment, stationary engines, combines, tractors, etc.

### Red-Dyed ULTRA LOW-SULFUR Diesel Fuel

- Can be used in vehicles operated exclusively by state or local government
- Can be used in vehicles that are not required to be licensed, equipment, stationary engines, combines, tractors.

## INVOICES

1. The State reserves the right to withhold payment without penalty until properly executed invoice/delivery tickets are submitted.
2. Invoices must be Contractor's invoices. The State will not accept invoices from sub-contractors and will not pay sub-contractors.
3. Contractor's invoices will include the agency's billing/contact information (name, address, phone and fax no.) as provided by the ordering agency.
4. The Contractor must deliver/fax an invoice to each agency's business office within forty-eight (48) hours (two (2) business days) after delivery of the fuel. The billing contact information for Idaho Transportation Department delivery sites can be found on page 7 of these specifications. Other agencies will furnish billing information to the Contractor on an as-needed basis. In the case of a late delivery, fuel base price will be the lower of the price posted by Idaho Transportation Department on the actual day of delivery or any day between date of order and actual date of delivery.
5. The Contractor's invoice will show the date of delivery and separately list for each fuel delivered, the fuel price (as posted on the Idaho Transportation Department website), the Contractor's margin and all applicable fixed costs (i.e., taxes).
6. For gasoline delivered between the dates of May 1 and September 1, the Contractor's invoice must indicate the Reid vapor pressure of the gasoline.
7. The following are fixed costs:

State Excise Tax (gasoline)	\$0.25
Special Fuels Tax (undyed diesel only)	\$0.25

NOTE: Special fuels tax is not charged on dyed diesel.
8. Any mandatory fixed costs added by federal, state or local government after award of this contract will be allowed.

## PRICE ADJUSTMENTS/PRICING

1. The State's intention is to establish fuel contracts whereby the purchase price per gallon of fuel can be directly reconciled to the published **OPIS RackFax Closing** prices FOB Terminal in ct/gal, excluding taxes, discounts and Superfund line items based on the following formula:  
$$\text{Contract Net Price per gallon} = \text{OPIS RackFax Rack Average price in effect on date of delivery} + \text{Applicable Taxes/Fees} + \text{Contractor's Margin}$$
2. The OPIS RackFax RACK AVERAGE prices identified as OPIS CLEAR GROSS GASOLINE PRICES for Unl, Mid and Pre Unl shall be used to reference changes in contract net prices for unleaded gasoline.
3. The OPIS RackFax RACK AVERAGE prices identified as OPIS GROSS DISTILLATE PRICES for Ultra Lo Sul Red No. 2, and Ultra Lo Sul Red No. 1 shall be used to reference changes in contract net prices for Diesel No. 2 ULS Dyed and Diesel No. 1 ULS Dyed.
4. The OPIS RackFax RACK AVERAGE prices identified as OPIS GROSS DISTILLATE PRICES for Ultra Lo Sul No. 2 and Ultra Lo Sul No. 1 shall be used to reference changes in contract net prices for low sulfur clear diesels.

## BULK FUELS AND HEATING OIL CONTRACT

5. OPIS RackFax RACK AVERAGE prices identified as OPIS GROSS DISTILLATE PRICES for Hi Sul No. 2 and Lo Sul Red No. 1 shall be used to reference changes in contract net prices for Heating Oil No. 2 and Heating Oil No. 1, respectively.
6. Terminal prices to be used for the various Division of Purchasing Zones are: SPOKANE, WA terminal (for Zones 1 & 2); BOISE, ID terminal (for Zone 3); BURLEY, ID terminal (for Zone 4); and POCATELLO, ID terminal (for Zones 5 & 6). No other price change method such as referencing your own price list or your supplier's posted price list or any other publication shall be considered.
7. The contract base prices will be per the Oil Price Information Service (OPIS) OPIS RackFax as published daily by UCG, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852-3030. These prices will be the prices in effect for deliveries made on that date and will be posted on the Idaho Transportation Department (ITD) internet website. The State expects to receive and post the prices in the afternoon on a daily basis Monday through Friday, holidays excepted. Weekend and holiday prices will be posted the following business day. Contractor agrees to access the ITD website to determine appropriate contract base prices. (The internet website address will be provided to successful vendors at time of award)
8. Blended diesel (#1 diesel blended with #2 diesel) may only be invoiced at the actual quantity of each gallon of each fuel grade delivered. Blending fees must be included in the Contractor's margin.
9. The price per gallon for diesel with a winter chemical additive must be the same as the price per gallon without the additive. The Contractor's invoice is to show the winter chemical additive as a separate entry. Blending fees are to be included in the price of the winter chemical additive.
10. It is understood and agreed that company names and prices can be removed from and added to the OPIS RackFax publication by the publishing company without affecting the procedure for price computation.
11. If it appears that an error has occurred in any OPIS RackFax issue, the Division of Purchasing shall contact the publisher for clarification.
12. If it is discovered, after the fact, that an OPIS RackFax publication that had been used to adjust prices was in error, or that another error occurred, corrections will be made subject to the following conditions:
  - A. The error is detected and sufficient data is available to make corrections within thirty (30) calendar days after the effective date of the contract prices reflecting the erroneous pricing information.
  - B. The amount necessary to make the correcting adjustment, plus or minus, must require an invoice correction in excess of \$40.00.
13. Notwithstanding the above, should the price structure become unworkable, detrimental or injurious to the State of Idaho, or result in prices which are not truly reflective of current market conditions and no adjustment in price is mutually agreeable, the Division of Purchasing reserves the right to cancel this contract.

### ORDERING PROCEDURE

1. There is no minimum order quantity. Every effort will be made by the State of Idaho ordering agencies to consolidate orders of all items for each delivery destination.
2. Orders may be placed to Contractor by telephone, e-mail or by fax.

### CONTRACT CANCELLATION CONDITIONS

In addition to any other reasons otherwise available to the State, a contract may be terminated in part or in its entirety by the Division of Purchasing upon written or verbal notice for a violation of any of the following conditions:

## BULK FUELS AND HEATING OIL CONTRACT

1. Delivery of any contaminated product or delivery of any product that does not meet the bid specifications for that product. Final determination of fuel contamination or product specification deviation will be made by a certified commercial laboratory approved by the Idaho Transportation Department or the Idaho Transportation Department laboratory.
2. Inability or failure to deliver product(s) by the time agreed to when order is placed, unless prior notification (telephone) is received by the using agency. In case of Contractor's inability or failure to deliver product(s) by the time agreed, or in the case of an emergency, the State reserves the right to order elsewhere as necessary.
3. Failure of a Contractor to provide necessary and complete documentation of a fixed cost adjustment (increase/decrease).

### FUEL QUALITY

1. All fuels delivered are subject to testing by a certified commercial laboratory, approved by the Idaho Transportation Department or the Idaho Transportation Department laboratory, to determine acceptability. If fuel delivered is contaminated or does not comply with contract specifications, all costs for testing shall be paid by the Contractor. In addition, the State reserves the right to require the Contractor to remove Contractor-supplied contaminated or non-compliant fuel from bulk tanks and equipment tanks and replace the contaminated or non-compliant fuel with fuel that meets specifications. The cost for removal of the contaminated or non-compliant fuel and the cost for the cleanup shall be paid by the Contractor. Contractor agrees to pump the bulk tank and equipment tanks to remove Contractor-supplied contaminated or non-compliant fuel within twenty-four (24) hours after receiving verbal or written notification that the product is contaminated or does not meet contract specification requirements.
2. The State reserves the right to procure a sample of fuel from the Contractor's delivery truck at time of delivery for purposes of verification of specification compliance.
3. Deliveries and/or payment may be refused if quality is unacceptable.
4. Nothing herein shall preclude conformance with other federal, state, or local regulations that may be more stringent.

### SPECIFICATIONS FOR GASOLINE

1. Gasoline must meet or exceed standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D4814-01.
2. Contractor must provide gasoline complying with volatility requirements as outlined in ASTM, Specification D4814, Table 4 (Seasonal Specifications).
3. For all delivery sites requiring unleaded gasoline, the Contractor agrees to provide unleaded gasoline with an anti-knock index "(R+M)/2" of at least 87. It is assumed all orders are for **87-octane**, however, an ordering agency may order a higher octane fuel. Contractor's margin will be the same for all gasoline regardless of octane.

- |                                     |             |                  |                |
|-------------------------------------|-------------|------------------|----------------|
| 4. Minimum required octane ratings: | <u>Unl</u>  | <u>Mid-grade</u> | <u>Pre-Unl</u> |
| Spokane terminal:                   | <b>87</b>   | <b>89</b>        | <b>92</b>      |
| Boise terminal:                     | <b>87</b>   | <b>89</b>        | <b>91</b>      |
| Burley terminal:                    | * <b>85</b> | <b>88</b>        | <b>91</b>      |
| Pocatello terminal:                 | * <b>85</b> | <b>87</b>        | <b>91</b>      |

\* Agencies will order Mid-Grade, see Paragraph # 3, above.

5. Contractor must attach and maintain octane stickers on all gasoline pumps at sites where they deliver gasoline.
6. Between May 1 and September 15, Contractor must provide gasoline having Reid vapor pressure exceeding 9.0 pounds per square inch. If the requirements of the Federal regulation change during the contract period, this requirement will change accordingly.

**BULK FUELS AND HEATING OIL CONTRACT**

**SPECIFICATIONS FOR DIESEL FUEL**

- 1. Diesel fuel must meet or exceed standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D976 (cetane, distillation and gravity).
- 2. Diesel fuel must meet or exceed standard specifications listed in ASTM Specification D1976 (water and sediment).
- 3. Ultra Low-sulfur dyed diesel must meet or exceed standard specifications listed in ASTM Specification D4294.
- 4. **The Idaho Transportation Department requires ULow-sulfur dyed diesel in ALL CASES** (except for high sulfur #2 used as heating oil at Cotterell East Port of Entry and Cotterell West Port of Entry).

**SPECIFICATIONS FOR HEATING OILS**

**Heating Oil #1**/Stove Oil (ULow Sulfur Dyed Diesel #1) - For pot-type burners and circulating air furnaces.

**Heating Oil #2** (High-Sulfur Dyed Diesel #2) - For pressure and gun-type oil burners.

Note: If market conditions prevent Contractor from obtaining high-sulfur dyed diesel, then low-sulfur dyed diesel may be substituted with approval of ordering agency. In this case, the Contractor will invoice for the low-sulfur diesel.

**DIESEL #2 FUEL BLENDING SPECIFICATIONS**

- 1. Contractor must provide blended diesel that meets or exceeds standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D2500.
- 2. Contractor must provide blended diesel that is suitable for use at the temperatures that can reasonably be expected to occur. In most cases satisfactory operation can be expected to occur if the cloud point (or wax appearance point) is 5 degrees F above the tenth percentile minimum ambient air temperature for the area.
- 3. It is the Contractor’s responsibility to determine the total tank volume after delivery is the correct blend.
- 4. The following blending table suggests appropriate fuel blends:

TEMPERATURE (Degrees F):	0	-5	-10	-15	-20	-25	-30	-35
#1 DIESEL	0%	15%	40%	50%	60%	67%	75%	100%
#2 DIESEL	100%	85%	60%	50%	40%	33%	25%	0%

**CHEMICAL TREATMENT OF DIESEL FOR WINTER CONDITIONS**

- 1. In the past, the Idaho Transportation Department has typically ordered a blend of #1 and #2 diesels for winter conditions. This agency is now interested in purchasing diesel fuel that has been treated with a winter chemical additive in place of ordering a blend of #1 and #2 diesel. Blending of #1 and #2 diesels may be done in addition to chemical for very cold regions of the state. Award of this contract will not be based on the vendor’s ability to provide a chemically-treated winter blend.
- 2. If the Contractor can provide winter chemical additive, the Idaho Transportation Department may order diesel fuel treated with a winter chemical additive.
- 3. Ordering agency must approve the additive being used by the Contractor.
- 4. Contractor must provide chemically blended diesel suitable for use at the temperatures that can reasonably be expected at each specific delivery site.

## BULK FUELS AND HEATING OIL CONTRACT

5. Contractor must determine the chemical blend rate appropriate for the post-delivery total tank volume.
6. Contractor must treat the diesel before delivery to a site. The Contractor must not blend in the agency's tank.

### BIODIESEL

1. The State Agencies may be interested in having diesel blended with a percentage of biodiesel delivered to one or more of their tanks. Award of this contract will not be based on the vendor's ability to provide biodeisel.
2. If the Contractor can provide biodiesel and the ordering agency requests it, the Contractor and the ordering agency must mutually agree on the cost of the biodeisel at the time of ordering. This cost must include any cost for blending.
3. Contractor must blend biodiesel with the diesel before delivery to a site. The Contractor must not blend in the agency's tank.

### IDAHO TRANSPORTATION DEPARTMENT BILLING/CONTACT INFORMATION

#### Zone 1

Supply Operations Supervisor  
Idaho Transportation Department  
600 West Prairie, Coeur D'Alene, ID 83815-8764  
772-1245 – Telephone  
772-1265 – Fax

#### Zone 4

Supply Operations Supervisor  
Idaho Transportation Department  
PO Box 2-A, Shoshone, ID 83352-0820  
216 Date Street, Shoshone, ID 83352  
886-7890 - Telephone  
886-7896 - Fax

#### Zone 2

Supply Operations Supervisor  
Idaho Transportation Department  
PO Box 837, Lewiston, ID 83501-0837  
2600 Frontage Rd.  
Lewiston, ID 83501  
799-799-5090 – Telephone  
799-4302 – Fax

#### Zone 5

Supply Operations Supervisor  
Idaho Transportation Department  
PO Box 4700, Pocatello, ID 83205-4700  
5151 South 5th  
Pocatello, ID 83204  
239-3346 - Telephone  
239-3395 - Fax

#### Zone 3

Supply Operations Supervisor  
Idaho Transportation Department  
PO Box 8028, Boise, ID 83707-2028  
8150 Chinden Blvd., Boise, ID 83714-1367  
334-8317 – Telephone  
334-8321 – Fax

#### Zone 6

Supply Operations Supervisor  
Idaho Transportation Department  
PO Box 97, Rigby, ID 83442-0097  
206 North Yellowstone, Rigby, ID 83442  
745-5650 - Telephone  
745-6981 - Fax

### SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

#### PRICING INSTRUCTIONS

1. Bidders: Enter your bid price (margin) for each type of fuel and delivery destination in the appropriate spaces in the attached bidding schedule. Bidder is to show the amount (margin) to be added to the OPIS RackFax Rack Average price for the city or terminal designated for each zone: Spokane, WA. (Zones 1 & 2); Boise, ID. (Zone 3); Burley, ID. (Zone 4) and Pocatello, ID. (Zones 5 & 6).
2. Refusal by a bidder to accept OPIS RackFax Rack average prices for the contract price adjustments as specified herein will be cause for non-acceptance of their bid.
3. Bidder's margin must include freight (delivery cost); blending fees (charge for blending Diesel #1 and Diesel #2); and all other costs except fixed costs (taxes).

## **BULK FUELS AND HEATING OIL CONTRACT**

4. Storage capacity information is provided but is not a guarantee. Quantities given are estimates of use for bidding purposes only and are not guarantees. Actual quantities to be used are unknown and may be more or less. No minimum order quantity is guaranteed.
5. Sites listed in the bid schedule are expected to be active during the contract period but could become temporarily inactive or permanently closed at any time. There is no guarantee that any site will remain in use.
6. In the proper column of the bid schedule, indicate the price per gallon and the name of the product for winter chemical additive if you can provide it for each specific Idaho Transportation Department site you are bidding. This price is to include blending. Bidder's inability to offer winter chemical additive will not be reason for rejection of a bid nor will it be used as criteria for bid award.
7. In the proper column of the bid schedule, enter Y (yes) or N (no) indicating your ability to provide biodiesel to each specific Idaho Transportation Department site you are bidding. Bidder's inability to offer biodiesel will not be reason for rejection of a bid nor will it be used as criteria for bid award
8. **BIDS REQUIRING A MINIMUM DELIVERY QUANTITY WILL NOT BE CONSIDERED OR ACCEPTED**

### **METHOD OF AWARD:**

For all agencies including Idaho Transportation Department Districts 1, 2 & 6:

1. For each delivery site, award will be "all or none" based on lowest grand total of extended unit prices (margins) bid for all products at that delivery site.
2. Bidders are required to bid all types of fuel requested for a single delivery site.
3. Bids not offering all required items for a delivery site will not be considered or accepted for that site.
4. A bidder may be awarded more than one delivery site.

For Idaho Transportation Department (ITD) Districts 3, 4 & 5:

1. For each ITD district: Award will be "all or none" based on grand total of extended unit prices (margins) bid for all products at all ITD delivery locations within the district. (One contractor for all locations within ITD District 3; one contractor for all locations within ITD District 4 and one contractor for all locations within ITD District 5)
2. Bidders are required to bid all types of fuel required for all delivery locations within an ITD district. Bids not offering all required items for all delivery locations within the district will not be considered or accepted for that ITD district.
3. A bidder may be awarded more than one ITD district. Bidder may offer a bid for any one or more ITD districts.