

IDAHO

State of Idaho

State Wide Blanket Purchase Order

Purchase Order Summary

Purchase Order Number: SBPO19200436

Account Number: AC-1

Purchase Order Date: April 05, 2019

Service Start Date: April 8, 2019

Service End Date: April 7, 2020

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s):

Supplier

Chris Dooley
Dooley Enterprises
1198 N Grove
Suite A
Anaheim, CA 92806
Phone: 714-630-6436

Fax:

Email: chris@dooleyenterprises.com

Buyer Contact

Jason Urquhart
Tel:208-332-1608
Fax:208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

Contract for Practice Ammunition for the State of Idaho 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, and other authorized entities. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis. This Contract is to be drawn upon as requested by participating agencies for the period noted above and may be renewed for additional renewal periods subject to mutual, written agreement between the parties. The anticipated total Contract term is seven (7) years.


Contract Usage Type:.....Open Contract. Public Agency Clause:Yes.

NOTICE TO CONTRACTOR: This notice of award is NOT an order to ship. Purchase orders against this SBPO Contract will be furnished by the Ordering Agency on whose behalf this Contract is made.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID (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. The Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document (including the state of Idaho's letter to Dooley Enterprises, Inc. dated February 5, 2019).
3. The Contractor's signed Bid (including Dooley Enterprises, Inc.'s response to the above letter).

Supplier Part Number	Items				Total
	Quantity	Back Order	Unit	Unit Price	
	1.00	0	ANN	400,000.00	\$400,000.00
Item Description	#1 Contract initial term: April 8, 2019 through April 7, 2020. 				
Delivery Date:	April 08, 2019				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$400,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$400,000.00

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

Signature : 

Signed By : 

ITB19000284 - Practice Ammunition for the State of Idaho (Formal)

Header Information

Sub-organizations are not invited to participate in bid.

Contact Jason Urquhart
Tel:208-332-1608
Fax:208-327-7320
jason.urquhart@adm.idaho.gov

Duration Dates *Start Date*
November 14, 2018 at 2:30:00 PM MST
End Date
December 19, 2018 at 5:00:00 PM MST

Title Practice Ammunition for the State of Idaho

Solicitation Type Invitation to Bid (ITB)

Invitation Type Public

Estimated Total Value \$380,000.00

Description Practice Ammunition for the State of Idaho

Solicitation Categories

Delivery Terms Free On Board Destination

Payment Terms Net 30 Days

Custom Fields

* This Solicitation has no custom header fields defined

Created By Jason Urquhart

Created From Request# [2-96](#)

Requirements

- Terms and Conditions for ITBs/RFPs [4 Fields(s)]

Field Title :

Terms and Conditions for ITB/RFPs

Field Description :

The current versions of the **State of Idaho Standard Contract Terms and Conditions** and **Solicitation Instructions to Vendors** are incorporated by reference into this solicitation, and any resulting contract, as if set forth herein in their entirety. Both documents can be downloaded at https://purchasing.idaho.gov/terms_and_conditions.html ; or copies obtained by contacting the Division of Purchasing at 208.327.7465 or purchasing@adm.idaho.gov. Failure by any submitting vendor to obtain a copy of these documents shall in no way constitute or be deemed a waiver by the State of any term, condition or requirement contained in the referenced documents; and no liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors in preparing its response to the solicitation.

Field Title :

Proposal Discussions

Field Description :

Proposal Discussions: Discussions with individual offerors (including the utilization of one or more rounds of Best And Final Offers (BAFO) and/or Negotiations) may be conducted in accordance with IDAPA 38.05.01.083 and .084, as determined by the state to be in its best interest. NOTE: Offerors should submit their best proposals initially as there is no guarantee that the State will conduct any discussions.

Field Title :
FOB Destination

Field Description :







Your Bid/Offer must be fully burdened, FOB Destination to the specified delivery location, unless provided otherwise in the solicitation documents.

Field Title :
Attachments


Field Description :

Attachments: Additional terms, conditions, instructions or other requirements apply to this solicitation, and may be attached as Word, Excel or other file types which you must download and review in order to respond.





Document Attachments

-  [2018 Practice Ammo ITB2.docx](#)
-  [2018 Practice Ammo Bid Schedule2.xls](#)
-  [Signature Page ITB RFP Apr 2018.doc](#)
-  [solicitation_instructions Jan 2017.pdf](#)
-  [Std Terms and Conditions Jan 2017.pdf](#)
-  [ITB19000284 Amend One.docx](#)

Solicitation Addenda

-  [BuyerChangeDetailsReport_ITB19000284_v1_Dec_4_18.pdf](#) Date: December 04, 2018 at 3:30:42 PM CST

Item Specifications and Quantities

No.	Item	Contract #	Allocation	Total Qty	Qty 	Unit
1	 Practice Ammunition for the State of Idaho 			1.00	1.00	year

December 4, 2018

AMENDMENT 1

TO: All concerned vendors

RE: ITB19000284, Practice Ammunition for the State of Idaho, closing 5:00 p.m. Mountain time, December 19, 2018.

I. The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.

1. Section 10.1, State's Right to Require Additional Delivery Information, is deleted and replaced by the following:

"10.1 State's Right to Require Additional Delivery Information
(See section 11.10, Delivery Time.)

10.1.1 The State reserves the right to require the apparent successful Bidder to provide a letter from each manufacturer whose product(s) the Bidder has bid that identifies the manufacturer's standard production time for each of its products that were bid. If the State exercises this right, it will notify the apparent successful Bidder in writing, the Bidder must also include as part of its response to the notification the information identified in sections 10.1.2 and 10.1.3 and the Bidder must provide all information that the State requires within ten (10) business days after the notification is issued. Also, if the State exercises this right, if the apparent successful Bidder fails to comply with the requirements of sections 10.1.1 through 10.1.3, the apparent successful Bidder's Bid will be found non-responsive. (The State, in its sole discretion, may grant an extension or extensions to the ten (10) business day requirement.)

10.1.2 Information that shows the total delivery time after receipt of order factoring in the manufacturer's production time that the apparent successful Bidder identified in **Attachment 2 – Bid Schedule**.

10.1.3 For each instance in which the total delivery time would exceed sixty (60) calendar days (see section 11.10, Delivery Time), the Bidder must provide a written mitigation plan identifying how the Bidder will ensure that product will be delivered within sixty (60) calendar days."

2. The following is added as a new provision, following section 11.4.8, Waiver of Subrogation:

"11.4.9 Waiver of the Requirements of Sections 11.4.2 through 11.4.3.1: If the apparent successful Bidder is not domiciled within the state of Idaho, has no employees located within the state of Idaho and will not have any located within the state of Idaho during the term of the Contract, and will have not at no point during the term of the Contract be

driving on state property, then the apparent successful Bidder may submit a written request to DOP to waive the requirements of sections 11.4.2 through 11.4.3.1.”

3. The second sentence of the first paragraph of section 11.10, Delivery Time, reads “Contractor shall carry an adequate stock to meet such delivery time for the entire term of the Contract.” That sentence is hereby deleted from the ITB.

II. The following are questions, statements, clarifications, and their responses regarding the referenced ITB. This additional information is added to and is made part of the referenced ITB.

#	ITB Section	ITB Page	Question	Response
1			<p>On pages 8-9 of the bid packet you have the insurance requirements described. It states the successful vendor will be required to meet these insurance requirements. These requirements would force us to add the State as an additionally insured if we are the successful bidder. It would cover our employees from injury during the fulfillment of this contract while on State property. My question is why do all of the insurance requirements listed, apply to this particular bidding opportunity because all of the items requested would be drop shipped directly from the manufacturer? Our employees would never have to be in the State. All of the products would be delivered via mail courier (UPS, Fedex, etc.) so none of our employees or company vehicles would need to be covered by an insurance policy that lists the State as an additionally insured. We understand why these requirements are in place for construction contracts when employees must come in to the State to perform work but since the State is looking to procure goods and not services, it is not necessary for our employees to enter the State.</p> <p>We are asking for these insurance requirements to be stricken from the Terms and Conditions because by enforcing these requirements, the State will end up spending more money than is necessary. If we have to change our insurance plan to cover the State, our prices will have to increase.</p> <p><i>Requested clarification from vendor that submitted the above. Asked that the vendor be more specific and identify which insurance requirements are you asking us to strike. The following is the vendor's response:</i></p>	<p>The insurance requirements in ITB19000284 are at the bare minimum requirements. Adding the state as an additional insured is standard industry practice and we would not be willing to eliminate that requirement. The contractor may or may not also be the producer of the goods. Either way if there was a claim made for damages as a result of the goods being drop shipped we would need to be named as an additional insured to access the insurance coverage.</p> <p>If the vendor is not located here and will have no employees in the state of Idaho or driving on state property, then we do not require the Auto liability or Workers compensation coverage.</p> <p>In short, we will not waive any requirements save for what is discussed in the paragraph directly above. We have made a change to the insurance requirements within this amendment that reflects this.</p>

#	ITB Section	ITB Page	Question	Response
			<p>I'm asking about all of the insurance requirements. Why are any of them necessary? Why do we need to have an insurance policy listing the State of Idaho as an additionally insured when all the items would be drop shipped directly to the departments? All of the ammunition would be delivered by a courier (i.e. UPS or FedEx) so there is no reason for us to have such extensive insurance coverage when we will not be in the state to perform any work associated with this contract. Everything would be handled from our location in Georgia through email and over the phone. We do not have any company vehicles so we do not need to carry company automobile insurance.</p> <p>We ask these questions because in order to add agencies, cities or states to our policy, our insurance premiums increase. We have to pass these fees onto the agencies which only increases your costs. We just want to give you the best pricing possible and adding agencies as additionally insured only raises the prices we offer. We can do it, we are just trying to save you guys some money in the long run. Many times, we run into bids with all this requirements and they are meant for service contracts (i.e. construction) when this is a goods contract.</p>	
2			<p>(I)s there any leeway on the FFL requirement? An FFL is not required to sell ammunition, and as we don't sell firearms we never acquired one. If that requirement is not a sticking point I would love to bid.</p>	<p>We will not change the requirements of section 9.1.2 or section 11.7, Federal Firearms License.</p>
3			<p>We have reviewed all the documents but do not see the length of term of contract. The only dates shown are start date November 14, 2018 to end date December 19, 2018 which we are assuming it is the length of open time to submit our bid.</p> <p>I have reviewed the ITP terms as you suggested, but do not see the length of term for the contract. If you can please give us guidance on this we would greatly appreciate it.</p>	<p>Please see page 1 of the main body of the ITB, on which you will find a table with the heading "ITB Administrative Information" and see the second row from the bottom of the table. That row has the heading "Initial Term of Contract and Renewals".</p>
4			<p>I am in the process of completing the bid using the excel spreadsheet provided, under Column I it asks if the bid meets all the specifications in sections 5.1 and 5.2, is this referencing the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS Administrative fee?</p>	<p>That is not referencing anything within the State of Idaho Standard Contract Terms and Conditions. Please see the main body of the ITB, section 5.1 (Standards) and section 5.2 (Defective Cartridges).</p>

#	ITB Section	ITB Page	Question	Response
5			Would orders be placed all at one time or broken up, for example line items states 245,000 rounds, if the entire order is shipped all at once then shipping is free but if it is broken up the we need to calculate shipping of \$15USD per shipment; unless each order is above \$700 USD then the shipping is free.	The contract resulting from the ITB will be a Statewide Blanket Purchase Order, and agencies will place orders on an as-needed basis.
6			I do not see any location to add commits concerning our bid, we would like to add a statement about the shipping.	Bidders can include additional sheets with their Bids with comments; however, vendor are cautioned to not contradict the specifications, requirements and terms and conditions of the ITB.
7			Just to confirm is the Bid closing date December 19th, 2018 for ITB19000284?	The closing date of the ITB is December 19, 2018.
8	11.10	11	<p>This Section states "Delivery must be made within sixty (60) calendar days after receipt of ordering Agency's purchase order (ordering Agency is the Agency that placed the purchase order with the Contractor). Contractor shall carry an adequate stock to meet such delivery time for the entire term of the Contract."</p> <p>Considering that it adds cost to the distributor to inventory the ammunition and ship it from the distributors warehouse, how will the state verify the distributors inventory?</p>	<p>We are concerned about delivery time, not necessarily how the Contractor meets the delivery time requirements*. So, within this amendment, we have deleted the second sentence of the first paragraph of section 11.10, Delivery Time.</p> <p>* As identified in section 10.1, State's Right to Require Additional Delivery Information, we may require the apparent successful Bidder to provide supplemental information identifying how delivery requirements will be met.</p> <p>(Please see the last sentence of section 11.13.2 relating to consequences for not meeting the fill rate.)</p>
9	11.10	11	If the answer to question 1 is that no verification will be done, then how is it an even field between a distributor who intends to keep inventory and meet your delivery demands, and a distributor who intends "beg forgiveness instead of ask permission" to assure 60 calendar day delivery?	See the answer to question 8 above.
10	11.10	11	Would extra consideration be given if a distributor offered the vast majority of shipments within the desired 30 day or less delivery time?	No, we would not provide additional consideration for this.

There are no other changes. If you have already submitted your Bid and this amendment will alter your Bid, please contact the Division of Purchasing.

Thank you for your interest in supplying the needs of the state of Idaho.

Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Bid.

ACKNOWLEDGEMENT OF AMENDMENT 1

Signature

Date

Printed Name

Company Name

ITB19000284 - Practice Ammunition for the State of Idaho (Formal)

Header Information

Sub-organizations are not invited to participate in bid.

Contact Jason Urquhart
Tel:208-332-1608
Fax:208-327-7320
jason.urquhart@adm.idaho.gov

Duration Dates *Start Date*
November 14, 2018 at 2:30:00 PM MST
End Date
December 19, 2018 at 5:00:00 PM MST

Title Practice Ammunition for the State of Idaho

Solicitation Type Invitation to Bid (ITB)

Invitation Type Public

Estimated Total Value \$380,000.00

Description Practice Ammunition for the State of Idaho

Solicitation Categories

Delivery Terms Free On Board Destination

Payment Terms Net 30 Days

Custom Fields

* This Solicitation has no custom header fields defined

Created By Jason Urquhart

Created From Request# [2-96](#)

Requirements

- Terms and Conditions for ITBs/RFPs [4 Fields(s)]

Field Title :

Terms and Conditions for ITB/RFPs

Field Description :

The current versions of the **State of Idaho Standard Contract Terms and Conditions** and **Solicitation Instructions to Vendors** are incorporated by reference into this solicitation, and any resulting contract, as if set forth herein in their entirety. Both documents can be downloaded at https://purchasing.idaho.gov/terms_and_conditions.html ; or copies obtained by contacting the Division of Purchasing at 208.327.7465 or purchasing@adm.idaho.gov. Failure by any submitting vendor to obtain a copy of these documents shall in no way constitute or be deemed a waiver by the State of any term, condition or requirement contained in the referenced documents; and no liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors in preparing its response to the solicitation.

Field Title :
Proposal Discussions

Field Description :

Proposal Discussions: Discussions with individual offerors (including the utilization of one or more rounds of Best And Final Offers (BAFO) and/or Negotiations) may be conducted in accordance with IDAPA 38.05.01.083 and .084, as determined by the state to be in its best interest. NOTE: Offerors should submit their best proposals initially as there is no guarantee that the State will conduct any discussions.

Field Title :
FOB Destination

Field Description :






Your Bid/Offer must be fully burdened, FOB Destination to the specified delivery location, unless provided otherwise in the solicitation documents.

Field Title :
Attachments




Field Description :

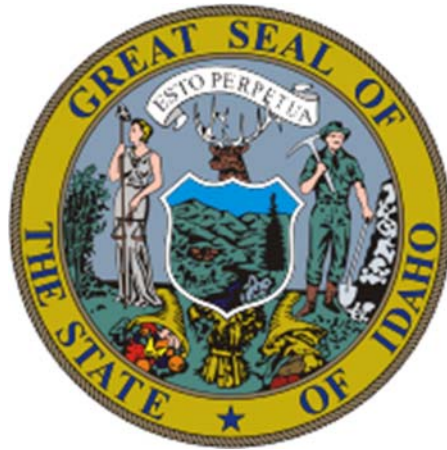
Attachments: Additional terms, conditions, instructions or other requirements apply to this solicitation, and may be attached as Word, Excel or other file types which you must download and review in order to respond.

Document Attachments

-  [2018 Practice Ammo ITB2.docx](#)
-  [2018 Practice Ammo Bid Schedule2.xls](#)
-  [Signature Page ITB RFP Apr 2018.doc](#)
-  [solicitation_instructions Jan 2017.pdf](#)
-  [Std Terms and Conditions Jan 2017.pdf](#)

Item Specifications and Quantities

No.	Item	Contract #	Allocation	Total Qty	Qty ?	Unit
1	 Practice Ammunition for the State of Idaho 			1.00	1.00	year



**STATE OF IDAHO
DIVISION OF PURCHASING
FOR
THE STATE OF IDAHO**

Invitation to Bid (ITB) ITB19000284

Practice Ammunition

Date of Issuance: November 14, 2018

TABLE OF CONTENTS

ITB ADMINISTRATIVE INFORMATION 1

1 PURPOSE 2

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

3 INQUIRIES..... 2

4 BACKGROUND 2

5 SPECIFICATIONS 3

6 QUANTITY 3

7 BID PRICING..... 4

8 BILLING PROCEDURE 4

9 SUBMISSION REQUIREMENTS 4

10 ADDITIONAL DELIVERY INFORMATION, RESPONSIBILITY AND AWARD 6

11 SPECIAL TERMS AND CONDITIONS 7

ATTACHMENT 1 - BIDDER QUESTIONS14

ATTACHMENT 2 - BID SCHEDULE16

ITB ADMINISTRATIVE INFORMATION

Before you submit a Bid, make sure that you can completely meet the Insurance Requirements (see sections 11.4 through 11.4.8).

Please also make sure that you carefully read the entire ITB, provide all of the Required Bid Submission Items (section 9.1), note section 10.1 (State’s Right to Require Additional Delivery Information) and completely read and then complete Attachment 2 - Bid Schedule.

ITB Title:	Practice Ammunition
ITB Project Description:	Practice ammunition for Idaho state agencies that provide law enforcement services. The resulting Contract will be a statewide Contract.
ITB Lead:	Jason Urquhart, Purchasing Officer Idaho Division of Purchasing jason.urquhart@adm.idaho.gov 208-332-1608
Submit sealed Bid (if submitting manually): MANUAL BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY DOP PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier Idaho Division of Purchasing, 304 N. 8 th St., Room 403, Boise, ID 83702 Address for US Mail Idaho Division of Purchasing, P.O. Box 83720, Boise, ID 83720-0075
Submit electronically via IPRO:	Electronic Submission http://purchasing.idaho.gov
Deadline to Receive Questions:	Monday, December 3, 2018, 11:59:59 p.m. Mountain Time
ITB Closing Date:	See IPRO Header Document
Bid Opening Date:	10:30 a.m. Mountain Time the following business day after closing
Initial Term of Contract and Renewals:	The initial term of the Contract shall be one (1) year. Upon mutual, written agreement, the Contract may be renewed, extended or amended. The anticipated total Contract term is seven (7) years.
Administrative Fee:	Purchases made under the Contract awarded from this ITB shall be subject to the administrative fee described in and shall require the reports identified in section 5, Administrative Fee, of the State of Idaho Standard Contract Terms and Conditions.

1 PURPOSE

The state of Idaho (the "State"), through the Idaho Division of Purchasing ("DOP"), is requesting Bids from qualified Vendors for the purchase of practice ammunition in accordance with the specifications provided below.

Service ("duty") ammunition will not be a part of any Contract resulting from this ITB.

2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS

This Solicitation is issued by the State via IPRO: (<https://purchasing.idaho.gov/information-for-vendors/ipro-epurchasing-system/ipro-login/>). The ITB Lead is the only contact for this Solicitation. All correspondence regarding this ITB shall be in writing. In the event that it becomes necessary to revise any part of this ITB, amendments will be posted at IPRO. It is the responsibility of the Bidder to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this ITB shall not be relied upon. All changes to this ITB must be in writing and posted at IPRO to be valid. Alternate Bids are not allowed.

3 INQUIRIES

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

ITB Lead: Jason Urquhart, Purchasing Officer

E-mail: jason.urquhart@adm.idaho.gov

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at <https://purchasing.idaho.gov/governing-laws-and-policies/> must also be submitted in writing, using **Attachment 1**, Bidder Questions, by the deadline identified in the ITB Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

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

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

4 BACKGROUND

The State has had a contract or contracts in place for practice ammunition for more than ten (10) years, and, a need for practice ammunition continues.

Historical purchases are reflected in the Estimated Annual Usage in **Attachment 2 – Bid Schedule**. Additionally, the following is ordering history as far as what time of year each of the main ordering Agencies (state agencies only) have placed orders within the last three (3) years:

- Idaho Department of Correction – this Agency has placed orders every quarter in the last three (3) years
- Idaho Department of Fish and Game - this Agency has placed orders every quarter but one in the last three (3) years
- Idaho State Police – this Agency placed orders every quarter between April 2015 and June 2016; since then, this Agency ordered approximately during the month of August 2017
- Idaho State University – this Agency ordered during the quarter of April-June 2015; during the quarters of April-June, July-September and October-December 2016; during the quarter of April-June 2017; and during the quarter of January-March 2018

Please note that the Office of the Attorney General places orders occasionally as well.

5 SPECIFICATIONS

The specifications are the minimum mandatory specifications that your Bid must meet in order for the State to consider your Bid for award. The specifications are identified on **Attachment 2 – Bid Schedule** and as follows:

5.1 Standards

Ammunition provided under the Contract shall be manufactured by a manufacturer that is a member of the Sporting Arms Ammunition Manufacturers Institute (SAAMI).

Ammunition shall fully comply with the various applicable standards pertaining to safety, manufacturing tolerance, pressure level, velocity, and energy as jointly established by the American National Standards Institute (ANSI) and SAAMI, as follows:

ANSI/SAAMI Z 299.1-1992	Rimfire Ammunition
ANSI/SAAMI Z 299.2-1992	Shot Shell Ammunition
ANSI/SAAMI Z 299.3-1993	Centerfire Pistol & Revolver Ammunition
ANSI/SAAMI Z 299.4-1992	Centerfire Rifle Ammunition

Remanufactured or reloaded ammunition is not acceptable.

5.2 Defective Cartridges

Manufacturer shall institute quality control and quality assurance procedures to prohibit the production and sale of “squib loads” and “hot loads”. A squib load is any cartridge that is loaded with greatly reduced power or without any powder. A “hot load” is any cartridge that is loaded with excessive powder or the wrong type of high-energy powder. The manufacturer and Contractor shall be solely liable for any damages and/or injury caused to property and/or persons by squib loads and/or by hot loads. Any ammunition that is found to contain squib loads and/or hot loads shall be subject to rejection by the user and shall be immediately replaced with equal ammunition complying with specifications in the Contract. The Contractor shall be responsible for all transportation costs for the rejected ammunition and for the replacement ammunition.

6 QUANTITY

Estimated annual quantities are listed on **Attachment 2 – Bid Schedule**.

7 BID PRICING

Provide your fully burdened prices for all Line Items listed on **Attachment 2 – Bid Schedule**.

8 BILLING PROCEDURE

The Contractor must provide an invoice no later thirty (30) calendar days after delivery.

The Contractor must provide the following information with each invoice:

- 1 IPRO contract number and Agency PO number
- 2 Total amount billed
- 3 Detailed description of the products provided including product name and order number, unit of measure, quantity, unit price and total per product
- 4 Name of authorized individual and contact information for Contractor

Invoices must be submitted to the ordering Agency. The Contractor must contact each ordering Agency for instructions for invoice submission.

9 SUBMISSION REQUIREMENTS

9.1 Required Bid Submission Items

Your Bid Submission must consist of the following:

9.1.1 Bid Schedule

Provide your Bid prices on **Attachment 2- Bid Schedule**. Do not submit your Bid prices on any other form. Submitting your Bid prices on a form different than **Attachment 2 – Bid Schedule** may cause your Bid to be rejected as non-responsive.

9.1.2 Active Federal Firearms License (FFL).

Proof of possessing an active FFL (see section 11.7).

9.1.3 State of Idaho Signature Page

The State of Idaho Signature Page must be completed and submitted as part of your Bid. The State of Idaho Signature Page is attached in IPRO.

9.2 Bid Submission Methods

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

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

9.2.1 Electronic Submission via IPRO

If submitting electronically via IPRO, upload all of the Required Bid Submission Items (see section 9.1) and enter your cost in IPRO as the "Total Cost" on **Attachment 2 – Bid Schedule**.

Upload all Required Bid Submission Items using Microsoft products such as Word and Excel. Do not submit items in .pdf format, unless provided otherwise in this ITB.

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

Fig. 1

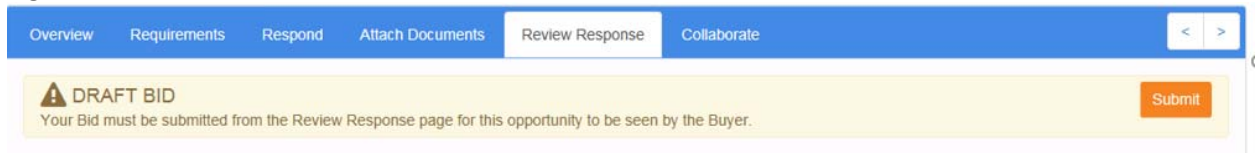
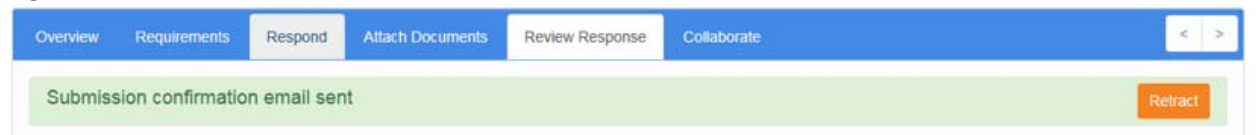


Fig. 2



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

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

9.2.2 Manual Submission

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

Attn: Jason Urquhart, Idaho Division of Purchasing
Bidder Name: (Company Name)
ITB Number: ITB19000284
ITB Title: Practice Ammunition - Statewide

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

9.3 Trade Secrets

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

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

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

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

10 ADDITIONAL DELIVERY INFORMATION, RESPONSIBILITY AND AWARD

10.1 State’s Right to Require Additional Delivery Information

(See section 11.10, Delivery Time.) The State reserves the right to require the apparent successful Bidder to provide a letter from each manufacturer whose product(s) the Bidder has bid that identifies the manufacturer’s standard production time for each product bid. If the State requires this, it will notify the apparent successful Bidder in writing, and the Bidder must also include the following with its response to the notification:

10.1.1 Information that shows the total delivery time after receipt of order factoring in the manufacturer’s production time.

10.1.2 For each instance in which the total delivery time would exceed sixty (60) calendar days (see section 11.10, Delivery Time), the Bidder must provide a written mitigation plan identifying how the Bidder will ensure that product will be delivered within sixty (60) calendar days.

10.2 Responsibility

Pursuant to IDAPA 38.05.01.081, the ITB Lead may, in the State's sole discretion, and prior to award, conduct a review to determine if the apparent successful Bidder is responsible. As part of the responsibility review, the ITB Lead may require the apparent successful Bidder to provide financial reports to the satisfaction of the State and may also seek to obtain completed reference questionnaires from Bidder's references to the satisfaction of the State. Nothing herein shall prevent the State from using other means to determine Bidder's responsibility.

10.3 Award

Award will be made on an ALL OR NONE basis to the responsive responsible Bidder with the lowest Total Cost, as provided on **Attachment 2 – Bid Schedule**.

11 SPECIAL TERMS AND CONDITIONS

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

11.1 Website Ordering

11.1.1 If the Contractor provides a website for Agencies to use for placing orders, any terms or conditions associated with the website that do the following are void:

11.1.1.1 Waive the sovereign immunity of the state of Idaho;

11.1.1.2 Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states;

11.1.1.3 Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law;

11.1.1.4 Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

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

11.1.2 If the Contractor provides a website for Agencies to use for placing orders, any terms or conditions within any website that require indemnification not specifically authorized by the Idaho legislature or subject to appropriation are void pursuant to Section 67-9215, Idaho Code, and Section 59-1016, Idaho Code.

11.1.3 If the Contractor provides a website for Agencies to use for placing orders, any terms or conditions within any website that hold individual users (employees or officers of the state of Idaho and of political subdivisions of the state of Idaho) personally liable are void.

11.1.4 Additionally, if the apparent successful Bidder is awarded a Contract from this ITB, the apparent successful Bidder agrees that if an employee or officer of the state of Idaho or of a political subdivision of the state of Idaho clicks-through acceptance of any terms and conditions associated with a website that the apparent successful Bidder will provide for Agencies to use for placing orders, that click-through

does not indicate that they have accepted any clicked-through terms and conditions that contradict the terms and conditions of the Contract or that are void pursuant to sections 11.1.1 through 11.1.3 above. The apparent successful Bidder, by having submitted a Bid, represents that, if the website that it will provide belongs to any third party, the third party also agrees specifically with the requirements of sections 11.1.1 through 11.1.4.

11.2 Additions to and Deletions from the Contract

The State reserves the right to add or delete Line Items at any time during the Contract's term, with no less than thirty (30) calendar day notice to the Contractor. When the State seeks to add a Line Item, the Contractor shall respond to the State in writing with pricing for the Line Item within fifteen (15) calendar days of receiving the notice.

Addition of or deletion of Line Items may occur without processing an amendment to the Contract, at the State's discretion.

11.3 Price Adjustments

Prices bid must remain firm and fixed for the initial one (1) year Contract term. A price adjustment may be allowed, if the option to renew is exercised, on the anniversary date of the Contract.

All price adjustment requests are subject to approval by the Division of Purchasing and no price adjustment for inflation shall be in effect until approved by the Division of Purchasing. The Division of Purchasing reserves the right to require supporting documentation for any adjustments. An upward price adjustment shall be allowed no more frequently than annually, after the initial one (1) year Contract term.

The Contractor must submit any price adjustment requests to the Division of Purchasing no later than sixty (60) calendar days prior to the anniversary date of the Contract.

11.4 Insurance Requirements

Within five (5) business days of issuance of letter(s) of intent to award, the apparent successful Bidder must provide certificates of insurance required herein and must maintain the insurance throughout the entire term of the Contract, including throughout all renewal and extension terms. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the five (5) business day period may be cause for your Bid to be found non-responsive or for your Contract to be terminated.

Contractor shall carry liability and property damage insurance that will protect it and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor must keep in force all required insurance until the Contract is terminated.

11.4.1 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 the Contract.

11.4.1.1 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).

11.4.2 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).

11.4.2.1 Bidder may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Bid if the Bidder will not use any owned, hired or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and the State will consider the request. If the Bidder submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of Bids, the State may not consider the request.

11.4.3 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 \$100,000 each accident for bodily insurance by accident, \$500,000 disease policy limit, and \$100,000 disease, each employee.

11.4.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State, 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.

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

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

11.4.4.2 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 and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

11.4.5 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 in accordance with the policy provisions.

11.4.6 Endorsement: 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 and its divisions, officers and employees.

11.4.7 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Best's 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.

11.4.8 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.

11.5 Records Maintenance

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

11.6 Audit Rights

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

11.7 Federal Firearms License

The State will only accept Bids from Bidders that possess an active Federal Firearms License (FFL). Acceptable Types are listed under section 11.7.1 below; no other Types are acceptable. Bidder must submit proof of possessing an active FFL that is one of the Types listed below with its Bid.

Additionally, the Contractor must maintain an active FFL that is one of the Types listed below for the entire term of the Contract.

11.7.1 Acceptable FFL Types

11.7.1.1 Type 01 (Dealer in Firearms Other Than Destructive Devices).

11.7.1.2 Type 06 (Manufacturer of Ammunition for Firearms Other Than Ammunition for Destructive Devices or Armor Piercing Ammunition).

11.7.1.3 Type 07 (Manufacturer of Firearms Other Than Destructive Devices).

11.7.1.4 Type 08 (Importer of Firearms Other Than Destructive Devices or Ammunition for Firearms Other Than Destructive Devices, or Ammunition Other Than Armor Piercing Ammunition).

11.7.1.5 Type 09 (Dealer in Destructive Devices).

11.7.1.6 Type 10 (Manufacturer of Destructive Devices, Ammunition for Destructive Devices or Armor Piercing Ammunition).

11.7.1.7 Type 11 (Importer of Destructive Devices, Ammunition for Destructive Devices or Armor Piercing Ammunition).

11.8 Ordering

The Contractor must provide a toll-free number, email address, or fax number; or accept collect calls for placement of orders.

11.9 Minimum Orders

All deliveries shall be F.O.B. Destination, freight prepaid and allowed, to ordering Agency, when the following minimum order requirements are met:

11.9.1 A minimum of three (3) cases of ammunition are purchased. May be any type (rifle, handgun or shotgun) listed on **Attachment 2 – Bid Schedule**, in case lot quantities, i.e. “mixed or matched”.

11.9.2 For order quantities less than the above minimum, the Contractor may either accept or refuse any order, or the Agency may purchase such orders from other sources. For all orders accepted, the Contractor shall deliver F.O.B. Destination, freight prepaid and allowed.

11.9.3 “Pick-ups” at Contractor’s place of business shall not be subject to minimum order quantity or to any service charges.

11.9.4 The Contractor must not require any minimum order dollar amounts.

11.10 Delivery Time

Delivery must be made within sixty (60) calendar days after receipt of ordering Agency’s purchase order (ordering Agency is the Agency that placed the purchase order with the Contractor). Contractor shall carry an adequate stock to meet such delivery time for the entire term of the Contract.

For any order placed with the Contractor, if the Contractor determines that delivery time will exceed sixty (60) calendar days after receipt of ordering Agency’s purchase order, the Contractor shall inform the ordering Agency of the time-frame for delivery. The ordering Agency shall then have to the option to cancel the order, amend the order, or leave the order as-is, and order any quantities of the same or similar ammunition from another source that can provide the ammunition within a time-frame shorter than the time-frame identified by the Contractor.

NOTE: Delivery within sixty (60) calendar days is required by this section; however, Agencies prefer that orders be delivered within thirty (30) calendar days or less.

11.11 Substitutions

If the Contractor determines that there is a need to substitute any items ordered by an Agency, the Contractor must contact the ordering Agency no later than twenty-four (24) hours after the Contractor becomes aware of the need. The Contractor must offer to provide an equal quantity of substitute ammunition as that which was ordered, and, the substitute ammunition must be similar to that which was ordered. If the ordering Agency, in its sole discretion, finds that the ammunition is not similar to the ammunition that it has ordered, the ordering Agency may cancel the order, amend the order, or order any quantities to meet its current needs from another source.

11.12 Public Agency Clause

Contract prices shall be extended to other "Public Agencies" as defined in Section 67-2327 of Idaho Code, which definition reads: "Public agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho; any agency of the state government; and any city or political subdivision of another state.

It will be the responsibility of the Public Agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

11.13 Required Reports

11.13.1 As a part of the administrative fee report required in section 5, Administrative Fee, of the State of Idaho Standard Contract Terms and Conditions, the Contractor must provide a detailed usage report to the Division of Purchasing. The report must be in Excel (the document will be provided to the Contractor after award of Contract), and details that must be included in the report include, but are not limited to, the following:

- 11.13.1.1 Ordering Agency name;
- 11.13.1.2 Ordering Agency contact (name of individual, phone number and email address);
- 11.13.1.3 Ordering Agency address;
- 11.13.1.4 Ordering Agency purchase order number;
- 11.13.1.5 Line Item number ordered;
- 11.13.1.6 Date Line Item was ordered;
- 11.13.1.7 Date Line Item was delivered (if not delivered by the date that the report is submitted, enter "N/A");
- 11.13.1.8 Manufacturer name;
- 11.13.1.9 Model number;
- 11.13.1.10 Caliber;

- 11.13.1.11 Number of rounds ordered;
- 11.13.1.12 Number of cases ordered; and,
- 11.13.1.13 Cost per case.

11.13.2 In addition to the above report and following the same periods and due dates listed in section 5 (Administrative Fee), paragraph A.1.c of the State of Idaho Standard Contract Terms and Conditions, the Contractor must provide a quarterly fill rate report to the Division of Purchasing. The fill rate must be calculated on a quarterly basis and must be inclusive of all ordering Agencies that placed an order during the quarter reported. The required fill rate is ninety percent (90%) or higher (for total Line Items ordered, all Agencies*, per quarter). Orders of Line Items will be considered to be filled only if all of the Line Items ordered, with no substitutions provided, are delivered within sixty (60) calendar days after the Contractor receives the order.

* The fill rate must be met for all Agencies and for all political subdivisions that order under the Contract, the quarterly fill rate report must also factor all orders placed by political subdivisions.

Failure to meet the required fill rate of ninety percent (90%) may have a bearing on whether or not the Contract is renewed or extended and may be cause for termination of the Contract.

ITB19000284 – Practice Ammunition
ATTACHMENT 1 - BIDDER QUESTIONS

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

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

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

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

ITB19000284 – Practice Ammunition

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

ATTACHMENT 2 - BID SCHEDULE

Attachment 2 – Bid Schedule is attached as a separate document. (Please see the attached document with the document file name “2018 Practice Ammo Bid Schedule2.xls”.)

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.

January 1, 2017

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

5. ADMINISTRATIVE FEE:

A. Application of Administrative Fee:

1. All Statewide Blanket Purchase Orders (SBPO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the Contract (unless the SBPO is exempt), as follows:

- a. The prices to be paid by the State (the price BID by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of Contractor's net sales to the Agency for one quarter = \$10,000, Contractor would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

- b. Contractor will furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract to purchasing@adm.idaho.gov, utilizing the State's Summary Usage Report Form.

c. Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1st Quarter July 1 - Sept 30	October 31 st
2nd Quarter Oct 1 - Dec 31	January 31 st
3rd Quarter Jan 1 - Mar 31	April 30 th
4th Quarter Apr 1 - Jun 30	July 31 st

2. Unless otherwise exempt, the Administrative Fee will apply regardless of how Contractor submits its response to the solicitation (i.e. manual (paper) or electronic via IPRO).

3. A Contractor's failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an Award issued through IPRO.

B. Administrative Fee Exemptions:

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

C. Payment of Administrative Fee:

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

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

D. Refund of Administrative Fee: In the event that a Contract is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or

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.

January 1, 2017

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.



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>

C.L. "BUTCH" OTTER

Governor

ROBERT L. GEDDES

Director

SARAH HILDERBRAND

Administrator

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 DIVISION OF PURCHASING 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: Division of Purchasing
PO Box 83720
Boise, ID 83720-0075

FedEx, UPS or other Couriers/Hand Deliver: Division of Purchasing
304 N 8th Street, Rm 403
Boise, ID 83702

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: ITB19000284 BID Title: Practice Ammunition for the State of Idaho

BIDDER/OFFEROR (Company Name) Dooley Enterprises, Inc.

ADDRESS 1198 North Grove St. Ste. A,

CITY, ST, ZIP Anaheim, CA 92806

PHONE: 714-630-6436 FAX: 714-630-3910 FEIN: 95-3075070

E-Mail chris@dooleyenterprises.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.

Original Signature (Manually Signed in Ink or Electronic Signature)

Chris Dooley
Printed Name

12/18/2018
Date

Vice President
Title

December 4, 2018

AMENDMENT 1

TO: All concerned vendors

RE: ITB19000284, Practice Ammunition for the State of Idaho, closing 5:00 p.m. Mountain time, December 19, 2018.

I. The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.

1. Section 10.1, State's Right to Require Additional Delivery Information, is deleted and replaced by the following:

"10.1 State's Right to Require Additional Delivery Information
(See section 11.10, Delivery Time.)

10.1.1 The State reserves the right to require the apparent successful Bidder to provide a letter from each manufacturer whose product(s) the Bidder has bid that identifies the manufacturer's standard production time for each of its products that were bid. If the State exercises this right, it will notify the apparent successful Bidder in writing, the Bidder must also include as part of its response to the notification the information identified in sections 10.1.2 and 10.1.3 and the Bidder must provide all information that the State requires within ten (10) business days after the notification is issued. Also, if the State exercises this right, if the apparent successful Bidder fails to comply with the requirements of sections 10.1.1 through 10.1.3, the apparent successful Bidder's Bid will be found non-responsive. (The State, in its sole discretion, may grant an extension or extensions to the ten (10) business day requirement.)

10.1.2 Information that shows the total delivery time after receipt of order factoring in the manufacturer's production time that the apparent successful Bidder identified in **Attachment 2 – Bid Schedule**.

10.1.3 For each instance in which the total delivery time would exceed sixty (60) calendar days (see section 11.10, Delivery Time), the Bidder must provide a written mitigation plan identifying how the Bidder will ensure that product will be delivered within sixty (60) calendar days."

2. The following is added as a new provision, following section 11.4.8, Waiver of Subrogation:

"11.4.9 Waiver of the Requirements of Sections 11.4.2 through 11.4.3.1: If the apparent successful Bidder is not domiciled within the state of Idaho, has no employees located within the state of Idaho and will not have any located within the state of Idaho during the term of the Contract, and will have not at no point during the term of the Contract be

driving on state property, then the apparent successful Bidder may submit a written request to DOP to waive the requirements of sections 11.4.2 through 11.4.3.1.”

3. The second sentence of the first paragraph of section 11.10, Delivery Time, reads “Contractor shall carry an adequate stock to meet such delivery time for the entire term of the Contract.” That sentence is hereby deleted from the ITB.

II. The following are questions, statements, clarifications, and their responses regarding the referenced ITB. This additional information is added to and is made part of the referenced ITB.

#	ITB Section	ITB Page	Question	Response
1			<p>On pages 8-9 of the bid packet you have the insurance requirements described. It states the successful vendor will be required to meet these insurance requirements. These requirements would force us to add the State as an additionally insured if we are the successful bidder. It would cover our employees from injury during the fulfillment of this contract while on State property. My question is why do all of the insurance requirements listed, apply to this particular bidding opportunity because all of the items requested would be drop shipped directly from the manufacturer? Our employees would never have to be in the State. All of the products would be delivered via mail courier (UPS, Fedex, etc.) so none of our employees or company vehicles would need to be covered by an insurance policy that lists the State as an additionally insured. We understand why these requirements are in place for construction contracts when employees must come in to the State to perform work but since the State is looking to procure goods and not services, it is not necessary for our employees to enter the State.</p> <p>We are asking for these insurance requirements to be stricken from the Terms and Conditions because by enforcing these requirements, the State will end up spending more money than is necessary. If we have to change our insurance plan to cover the State, our prices will have to increase.</p> <p><i>Requested clarification from vendor that submitted the above. Asked that the vendor be more specific and identify which insurance requirements are you asking us to strike. The following is the vendor’s response:</i></p>	<p>The insurance requirements in ITB19000284 are at the bare minimum requirements. Adding the state as an additional insured is standard industry practice and we would not be willing to eliminate that requirement. The contractor may or may not also be the producer of the goods. Either way if there was a claim made for damages as a result of the goods being drop shipped we would need to be named as an additional insured to access the insurance coverage.</p> <p>If the vendor is not located here and will have no employees in the state of Idaho or driving on state property, then we do not require the Auto liability or Workers compensation coverage.</p> <p>In short, we will not waive any requirements save for what is discussed in the paragraph directly above. We have made a change to the insurance requirements within this amendment that reflects this.</p>

#	ITB Section	ITB Page	Question	Response
			<p>I'm asking about all of the insurance requirements. Why are any of them necessary? Why do we need to have an insurance policy listing the State of Idaho as an additionally insured when all the items would be drop shipped directly to the departments? All of the ammunition would be delivered by a courier (i.e. UPS or FedEx) so there is no reason for us to have such extensive insurance coverage when we will not be in the state to perform any work associated with this contract. Everything would be handled from our location in Georgia through email and over the phone. We do not have any company vehicles so we do not need to carry company automobile insurance.</p> <p>We ask these questions because in order to add agencies, cities or states to our policy, our insurance premiums increase. We have to pass these fees onto the agencies which only increases your costs. We just want to give you the best pricing possible and adding agencies as additionally insured only raises the prices we offer. We can do it, we are just trying to save you guys some money in the long run. Many times, we run into bids with all this requirements and they are meant for service contracts (i.e. construction) when this is a goods contract.</p>	
2			<p>(I)s there any leeway on the FFL requirement? An FFL is not required to sell ammunition, and as we don't sell firearms we never acquired one. If that requirement is not a sticking point I would love to bid.</p>	<p>We will not change the requirements of section 9.1.2 or section 11.7, Federal Firearms License.</p>
3			<p>We have reviewed all the documents but do not see the length of term of contract. The only dates shown are start date November 14, 2018 to end date December 19, 2018 which we are assuming it is the length of open time to submit our bid.</p> <p>I have reviewed the ITP terms as you suggested, but do not see the length of term for the contract. If you can please give us guidance on this we would greatly appreciate it.</p>	<p>Please see page 1 of the main body of the ITB, on which you will find a table with the heading "ITB Administrative Information" and see the second row from the bottom of the table. That row has the heading "Initial Term of Contract and Renewals".</p>
4			<p>I am in the process of completing the bid using the excel spreadsheet provided, under Column I it asks if the bid meets all the specifications in sections 5.1 and 5.2, is this referencing the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS Administrative fee?</p>	<p>That is not referencing anything within the State of Idaho Standard Contract Terms and Conditions. Please see the main body of the ITB, section 5.1 (Standards) and section 5.2 (Defective Cartridges).</p>

#	ITB Section	ITB Page	Question	Response
5			Would orders be placed all at one time or broken up, for example line items states 245,000 rounds, if the entire order is shipped all at once then shipping is free but if it is broken up the we need to calculate shipping of \$15USD per shipment; unless each order is above \$700 USD then the shipping is free.	The contract resulting from the ITB will be a Statewide Blanket Purchase Order, and agencies will place orders on an as-needed basis.
6			I do not see any location to add commits concerning our bid, we would like to add a statement about the shipping.	Bidders can include additional sheets with their Bids with comments; however, vendor are cautioned to not contradict the specifications, requirements and terms and conditions of the ITB.
7			Just to confirm is the Bid closing date December 19th, 2018 for ITB19000284?	The closing date of the ITB is December 19, 2018.
8	11.10	11	<p>This Section states "Delivery must be made within sixty (60) calendar days after receipt of ordering Agency's purchase order (ordering Agency is the Agency that placed the purchase order with the Contractor). Contractor shall carry an adequate stock to meet such delivery time for the entire term of the Contract."</p> <p>Considering that it adds cost to the distributor to inventory the ammunition and ship it from the distributors warehouse, how will the state verify the distributors inventory?</p>	<p>We are concerned about delivery time, not necessarily how the Contractor meets the delivery time requirements*. So, within this amendment, we have deleted the second sentence of the first paragraph of section 11.10, Delivery Time.</p> <p>* As identified in section 10.1, State's Right to Require Additional Delivery Information, we may require the apparent successful Bidder to provide supplemental information identifying how delivery requirements will be met.</p> <p>(Please see the last sentence of section 11.13.2 relating to consequences for not meeting the fill rate.)</p>
9	11.10	11	If the answer to question 1 is that no verification will be done, then how is it an even field between a distributor who intends to keep inventory and meet your delivery demands, and a distributor who intends "beg forgiveness instead of ask permission" to assure 60 calendar day delivery?	See the answer to question 8 above.
10	11.10	11	Would extra consideration be given if a distributor offered the vast majority of shipments within the desired 30 day or less delivery time?	No, we would not provide additional consideration for this.

There are no other changes. If you have already submitted your Bid and this amendment will alter your Bid, please contact the Division of Purchasing.

Thank you for your interest in supplying the needs of the state of Idaho.


Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Bid.

ACKNOWLEDGEMENT OF AMENDMENT 1



Signature

12/18/18

Date

Chris Dooley

Printed Name

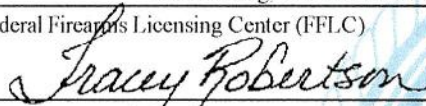
Dooley Enterprises, Inc.

Company Name

Federal Firearms License (18 U.S.C. Chapter 44)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FFLC 244 Needy Road Martinsburg, WV 25405-9431	License Number	9-33-059-01-1J-36321
Chief, Federal Firearms Licensing Center (FFLC)		Expiration Date	September 1, 2021
Name	DOOLEY ENTERPRISES, INC		

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)

**1198 N GROVE ST STE A
ANAHEIM, CA 92806-0000**

Type of License

01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

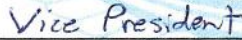
Purchasing Certification Statement

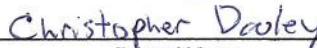
The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Mailing Address (Changes? Notify the FFLC of any changes.)

DOOLEY ENTERPRISES, INC
1198 N GROVE ST STE A
ANAHEIM, CA 92806-0000


Licensee/Responsible Person Signature


Vice President
Position/Title


Printed Name

8/10/2018
Date

Previous Edition is Obsolete DOOLEY ENTERPRISES, INC:1198 N GROVE ST STE A 92806-0000 9-33-059-01-1J-36321; September 1, 2021: 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

ATF Form 8 (5310.11)
Revised October 2011

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: NLC@atf.gov

ATF Homepage: www.atf.gov
FFL eZ Check: www.atfonline.gov/fflzcheck

Change of Address (27 CFR 478.52). Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. **(The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)**

Right of Succession (27 CFR 478.56). (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here ✂

Federal Firearms License (FFL) Information Card	
License Name:	DOOLEY ENTERPRISES, INC
Business Name:	
License Number:	9-33-059-01-1J-36321
License Type:	01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES
Expiration:	September 1, 2021
Please Note: Not Valid for the Sale or Other Disposition of Firearms.	

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FFPB@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

WARNINGS

1. The license is NOT a permit to carry a concealed weapon. Under 27 CFR 478.58 (State or Other Law), a license issued under this part confers no right or privilege to conduct business or activity contrary to State or other law. The holder of such a license is not by reason of the rights and privileges granted by that license immune from punishment for operating a firearm or ammunition business or activity in violation of the provisions of any State or other law. Similarly, compliance with the provisions of any State or other law affords no immunity under Federal law or regulations.
2. **This license is not transferable under 27 CFR 478.51.**
3. As provided in 18 U.S.C. § 922(g), it is unlawful for any person who has been convicted in any court of a crime punishable by imprisonment for a term exceeding one year; who is a fugitive from justice; who is an unlawful user of or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)); who has been adjudicated as a mental defective or who has been committed to a mental institution; who, being an alien, is illegally or unlawfully in the United States or, except as provided in subsection (y)(2), has been admitted to the United States under a nonimmigrant visa (as that term is defined in section 101(a)(26) of the Immigration and Nationality Act (8 U.S.C. 1101(a)(26))); who has been discharged from the Armed Forces under dishonorable conditions; who, having been a citizen of the United States, has renounced his citizenship; who is subject to a court order that (A) was issued after a hearing of which such person received actual notice, and at which such person had an opportunity to participate; (B) restrains such person from harassing, stalking, or threatening an intimate partner of such person or child of such intimate partner or person, or engaging in other conduct that would place an intimate partner in reasonable fear of bodily injury to the partner or child; and (C)(i) includes a finding that such a person represents a credible threat to the physical safety of such intimate partner or child; or (ii) by its terms explicitly prohibits the use, attempted use, or threatened use of physical force against such intimate partner or child that would reasonably be expected to cause bodily injury; or who has been convicted in any court of a misdemeanor crime of domestic violence, to ship or transport in interstate or foreign commerce, or possess in or affecting commerce, any firearm or ammunition; or to receive any firearm or ammunition which has been shipped or transported in interstate or foreign commerce. Except as provided in 18 U.S.C. § 925, such persons are prohibited from engaging in the business otherwise authorized by this license.
4. **Alteration or Changes to the License. Alterations or changes in the original license or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than \$250,000.**

NOTICES

1. Any change in trade name or control of this business MUST be reported within 30 days of the change to the Chief, Federal Firearms Licensing Center (FFLC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 478.53-478.54). A licensee who reports a Change of Control must, upon expiration of the license, file an ATF Form 7 as required by 27 CFR 478.44.
2. Under § 478.45, Renewal of License, if a licensee intends to continue the business or activity described on a license issued under this part during any portion of the ensuing year, the licensee shall, unless otherwise notified in writing by the Chief, FFLC, execute and file with ATF prior to the expiration of the license an application for a license renewal, ATF Form 8 Part II, in accordance with the instructions on the form, and the required fee. In the event the licensee does not timely file an ATF Form 8 Part II, the licensee must file an ATF Form 7 as required by § 478.44, and obtain the required license before continuing business. A renewal application will automatically be mailed by ATF to the "mailing address" on the license approximately 60 days prior to the expiration date of the license. If the application is not received 30 days prior to the expiration date, the licensee should contact the FFLC.
3. This license is conditional upon compliance by you with the Clean Water Act (33 U.S.C. 1341(a)).
4. THIS LICENSE MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 478.91).

ATF Form 8 (5310.11)
Revised October 2011

Federal Firearms License (FFL) Customer Service Information

(Continued from front)

Discontinuance of Business (27 CFR 478.127). Where a licensed business is discontinued and succeeded by a new licensee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

FBI NICS - National Instant Criminal Background Check System (NICS) Information. If you live in a State where the FBI will do any of the required firearms sale, delivery, or transfer checks, you must be enrolled to access the FBI's NICS Operation Center. For additional FFL enrollment information 1-877-324-NICS.

FFL eZ Check

Bureau of Alcohol, Tobacco, Firearms and Explosives

<https://www.atfonline.gov/fflezcheck>

The purpose of this program is to allow an FFL or other user to verify that a Federal Firearms License (FFL) is valid. FFL eZ Check does not validate Type 03 (Collectors of Curios and Relics) and Type 06 (Manufacturer of Ammunition) licenses.

Toll-Free Number: 1-877-560-2435

✂ Cut Here

Federal Firearms Licensing Center (FFLC) Toll-free number: (866) 662-2750
244 Needy Road Fax number: (866) 257-2749
Martinsburg, WV 25405-9431 E-mail: NLC@atf.gov

FFL eZ Check
<https://www.atfonline.gov/fflezcheck>

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)



BRAD LITTLE
Governor
BRYAN MOONEY
Director
SARAH HILDERBRAND
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>

February 5, 2019

Chris Dooley
Dooley Enterprises, Inc.
1198 North Grove St., Suite A
Anaheim, CA 92806

VIA ELECTRONIC TRANSMISSION
EMAIL: chris@dooleyenterprises.com
ORIGINAL MAILED

Dear Mr. Dooley:

Re: ITB19000284 – Practice Ammunition for the State of Idaho

Please respond to each section of this letter, below, with the signature of an authorized individual after each section and return the completed correspondence to: jason.urquhart@adm.idaho.gov.

1. See Invitation to Bid (ITB) section 10.1, State's Right to Require Additional Delivery Information.

Division of Purchasing: ITB section 10.1 (through 10.1.3) is stated as follows:

"10.1 State's Right to Require Additional Delivery Information
(See section 11.10, Delivery Time.)

10.1.1 The State reserves the right to require the apparent successful Bidder to provide a letter from each manufacturer whose product(s) the Bidder has bid that identifies the manufacturer's standard production time for each of its products that were bid. If the State exercises this right, it will notify the apparent successful Bidder in writing, the Bidder must also include as part of its response to the notification the information identified in sections 10.1.2 and 10.1.3 and the Bidder must provide all information that the State requires within ten (10) business days after the notification is issued. Also, if the State exercises this right, if the apparent successful Bidder fails to comply with the requirements of sections 10.1.1 through 10.1.3, the apparent successful Bidder's Bid will be found non-responsive. (The State, in its sole discretion, may grant an extension or extensions to the ten (10) business day requirement.)

10.1.2 Information that shows the total delivery time after receipt of order factoring in the manufacturer's production time that the apparent successful Bidder identified in **Attachment 2 – Bid Schedule**.

10.1.3 For each instance in which the total delivery time would exceed sixty (60) calendar days (see section 11.10, Delivery Time), the Bidder must provide a written mitigation plan identifying how the Bidder will ensure that product will be delivered within sixty (60) calendar days.”

In accordance with ITB section 10.1, we require that Dooley provide all of the above.

Within the Attachment 2 – Bid Schedule that Dooley submitted as part of its Bid, Dooley bid Winchester as the manufacturer for all Line Items. Additionally, within that document, Dooley identified for all Line Items “NO STNDRD PROD.” We assume that that means that Dooley has identified that Winchester has no standard production time. Include in your response required above whether or not this assumption is correct. If the assumption is correct, Winchester will have to identify that it has no standard production time in its letter. If the assumption is not correct, please clarify.

Additionally, within the Attachment 2 – Bid Schedule that Dooley submitted as part of its Bid, Dooley identified for all Line Items “3-7 DAY AVAILABILITY”. We assume that that means that Dooley has identified that Dooley, if awarded a Contract, will provide all Line Items on Attachment 2 – Bid Schedule no later than seven (7) calendar days after receipt of order. Include in your response required above whether or not this assumption is correct. If the assumption is not correct, please clarify.

Dooley Authorized Confirming Signature:

Date: _____

By signing and dating in this block, Dooley identifies that with its response to this letter it has provided a response to the issues identified in the rows above.

2. See ITB section 5, Specifications, Attachment 2 – Bid Schedule and section 21, Burden of Proof of the Solicitation Instructions to Vendors.

Division of Purchasing:

(2.A) For Line Item 8, Dooley bid a Winchester model number USA223R1L; whereas, part of the specifications for Line Item 8 state “MFG: Winchester. Brand/Model #: USA223R1. Or equivalent.”

Please identify what the “L” indicates in the model number that Dooley bid.

<p>Division of Purchasing:</p> <p>(2.B) For Line Item 10, Dooley bid a Winchester model number RA223RY. Please provide a copy of the manufacturer's specification for this.</p>
<p>Division of Purchasing:</p> <p>(2.C) For Line Item 11, Dooley bid a Winchester model number Q3131L; whereas, part of the specifications for Line Item 11 state "MFG: Winchester. Brand/Model #: Q3131. Or equivalent."</p> <p>Please identify what the "L" indicates in the model number that Dooley bid.</p>
<p>Division of Purchasing:</p> <p>(2.D) For Line Item 14, Dooley bid a Winchester model number RA12005; whereas, part of the specifications for Line Item 14 state "MFG: Winchester. Brand/Model #: RA1200. Or equivalent."</p> <p>Please identify what the "5" indicates in the model number that Dooley bid.</p>
<p>Dooley Authorized Confirming Signature:</p> <p>_____</p> <p>Date: _____</p> <p>By signing and dating in this block, Dooley identifies that with its response to this letter it has provided the information required above.</p>

Your completed response is required as soon as possible but no later than 5 P.M. Mountain time on Wednesday, February 20, 2019.

We appreciate your prompt attention to this letter. You may contact me directly at 208-332-1608 or at jason.urquhart@adm.idaho.gov with any questions regarding this correspondence.

Sincerely,


Jason R. Urquhart, CPPO, CPPB
Idaho Division of Purchasing



BRAD LITTLE
Governor
BRYAN MOONEY
Director
SARAH HILDERBRAND
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>

February 5, 2019

Chris Dooley
Dooley Enterprises, Inc.
1198 North Grove St., Suite A
Anaheim, CA 92806

VIA ELECTRONIC TRANSMISSION
EMAIL: chris@dooleyenterprises.com
ORIGINAL MAILED

Dear Mr. Dooley:

Re: ITB19000284 – Practice Ammunition for the State of Idaho

Please respond to each section of this letter, below, with the signature of an authorized individual after each section and return the completed correspondence to: jason.urquhart@adm.idaho.gov.

1. See Invitation to Bid (ITB) section 10.1, State's Right to Require Additional Delivery Information.

Division of Purchasing: ITB section 10.1 (through 10.1.3) is stated as follows:

"10.1 State's Right to Require Additional Delivery Information
(See section 11.10, Delivery Time.)

10.1.1 The State reserves the right to require the apparent successful Bidder to provide a letter from each manufacturer whose product(s) the Bidder has bid that identifies the manufacturer's standard production time for each of its products that were bid. If the State exercises this right, it will notify the apparent successful Bidder in writing, the Bidder must also include as part of its response to the notification the information identified in sections 10.1.2 and 10.1.3 and the Bidder must provide all information that the State requires within ten (10) business days after the notification is issued. Also, if the State exercises this right, if the apparent successful Bidder fails to comply with the requirements of sections 10.1.1 through 10.1.3, the apparent successful Bidder's Bid will be found non-responsive. (The State, in its sole discretion, may grant an extension or extensions to the ten (10) business day requirement.)

10.1.2 Information that shows the total delivery time after receipt of order factoring in the manufacturer's production time that the apparent successful Bidder identified in **Attachment 2 – Bid Schedule**.

10.1.3 For each instance in which the total delivery time would exceed sixty (60) calendar days (see section 11.10, Delivery Time), the Bidder must provide a written mitigation plan identifying how the Bidder will ensure that product will be delivered within sixty (60) calendar days."

In accordance with ITB section 10.1, we require that Dooley provide all of the above.

Within the Attachment 2 – Bid Schedule that Dooley submitted as part of its Bid, Dooley bid Winchester as the manufacturer for all Line Items. Additionally, within that document, Dooley identified for all Line Items "NO STNDRD PROD." We assume that that means that Dooley has identified that Winchester has no standard production time. Include in your response required above whether or not this assumption is correct. If the assumption is correct, Winchester will have to identify that it has no standard production time in its letter. If the assumption is not correct, please clarify.

Additionally, within the Attachment 2 – Bid Schedule that Dooley submitted as part of its Bid, Dooley identified for all Line Items "3-7 DAY AVAILABILITY". We assume that that means that Dooley has identified that Dooley, if awarded a Contract, will provide all Line Items on Attachment 2 – Bid Schedule no later than seven (7) calendar days after receipt of order. Include in your response required above whether or not this assumption is correct. If the assumption is not correct, please clarify.

Dooley Authorized Confirming Signature:

 Chris Dooley

Date: 2/19/2019


By signing and dating in this block, Dooley identifies that with its response to this letter it has provided a response to the issues identified in the rows above.

2. See ITB section 5, Specifications, Attachment 2 – Bid Schedule and section 21, Burden of Proof of the Solicitation Instructions to Vendors.

Division of Purchasing:

(2.A) For Line Item 8, Dooley bid a Winchester model number USA223R1L; whereas, part of the specifications for Line Item 8 state "MFG: Winchester. Brand/Model #: USA223R1. Or equivalent."

Please identify what the "L" indicates in the model number that Dooley bid.

<p>Division of Purchasing:</p> <p>(2.B) For Line Item 10, Dooley bid a Winchester model number RA223RY. Please provide a copy of the manufacturer's specification for this.</p>
<p>Division of Purchasing:</p> <p>(2.C) For Line Item 11, Dooley bid a Winchester model number Q3131L; whereas, part of the specifications for Line Item 11 state "MFG: Winchester. Brand/Model #: Q3131. Or equivalent."</p> <p>Please identify what the "L" indicates in the model number that Dooley bid.</p>
<p>Division of Purchasing:</p> <p>(2.D) For Line Item 14, Dooley bid a Winchester model number RA12005; whereas, part of the specifications for Line Item 14 state "MFG: Winchester. Brand/Model #: RA1200. Or equivalent."</p> <p>Please identify what the "5" indicates in the model number that Dooley bid.</p>
<p>Dooley Authorized Confirming Signature:</p> <p> <u>Chris Dooley</u></p> <p>Date: <u>2/19/2019</u></p> <p>By signing and dating in this block, Dooley identifies that with its response to this letter it has provided the information required above.</p>

Your completed response is required as soon as possible but no later than 5 P.M. Mountain time on Wednesday, February 20, 2019.

We appreciate your prompt attention to this letter. You may contact me directly at 208-332-1608 or at jason.urquhart@adm.idaho.gov with any questions regarding this correspondence.

Sincerely,


Jason R. Urquhart, CPPO, CPPB
Idaho Division of Purchasing

Dooley Enterprises, Inc. Mitigation Plan: ITB19000284

Dooley Enterprises is very excited to be given the opportunity to service your practice ammunition contract. Winchester recognizes that our distributor strengths closely align with the needs of this ITB, and has recently designated Dooley Enterprises as their Idaho state law enforcement ammunition distributor.

Our approach to customer service relies on understanding each customer's unique buying patterns, communicating with our customers, and maintaining appropriate levels of inventory to keep our customers well supplied. Our model is simple; do what you say, when you say, how you say. If this is not possible due unforeseen circumstances, then we immediately contact the customer and present options.

Of course, assuring product availability is essential to guarantee good service. Dooley Enterprises accomplishes this by maintaining a consistent inventory between [REDACTED] to service our accounts. For over 30 years, we have always strived to maintain high inventory levels on most LE ammunition products; a practice we are confident would be substantiated by both Winchester and our many loyal LE agency customers. We were able, with few exceptions, to keep our customers from running out of ammo even in the 2012-15 period when lead times from all manufacturers was 6-12 months or longer. I don't know of any other LE ammunition distributor that can make that claim (references available upon request).

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



[REDACTED] When product is determined to ship from one of our warehouses, we generally ship out same day if order confirmation is received before 12pm MT. Using the above approach, 2018 will be the 25th straight year as Winchester's largest LE account.

Specific to this ITB, the following pages will outline our mitigation plan to maximize our likelihood to successfully achieve your required 90% fill rate within 60 days. This plan is broken up into three sections, which are as follows:

- I. Bid Line Items: Inventory & Delivery Breakdown
- II. Additional Line Item Requests: Specifications & Pricing
- III. Additional Line Item Requests: Inventory & Delivery Breakdown

Each line item will be broken down to demonstrate our ability to provide product for the contract awarded from this ITB, and **we plan to adjust our inventory levels as appropriate if we are awarded your contract.**



We hope you find our bid to be in the best interest for your state's practice ammunition needs.

WE WILL DELIVER!!!

I. Bid Line Items: Inventory and Delivery Breakdown

Line Item #	Est. Annual Usage in rounds (Attachment 2, Column E)	Model Number Dooley Bid (completed Attachment 2, Column H)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1	245K	USA9MM	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	16K	USA9MM1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	28K	USA40SW	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	100K	Q4238	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	190K		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	627K	Q4170	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7	33K	RA45B	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8	25K	USA223R1L	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9	310K	USA223R3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10	19K	RA223R2Y	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11	78K	Q3131L	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Line Item #	Est. Annual Usage in rounds (Attachment 2, Column E)	Model Number Dooley Bid (completed Attachment 2, Column H)	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12	4K	TRGT128	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
13	4K	RA12RS15	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
14	6.5K	RA12005	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
15	1K	S308M	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

II. Additional Line Items Requests: Specifications & Pricing

We often provide equal or better options to our customers (in addition to using our extensive warehouse inventory to mitigate dropship uncertainty). ***All options below (with one exception with the asterisk; *) are offered on this ITB at the exact same Bid Price Per Thousand Rounds as listed on the completed Attachment 2, Column F for their respective Line Item Number.***

Line Item Number	Proposed Model Number	Function	Rounds Per Box	Boxes Per Case	Differentiation from Model Number Dooley Bid (completed Attachment 2; Column H)	Other Notes	Meets Specifications?	BID PRICE PER ONE THOUSAND ROUNDS
1	RA9124N	9mm, 124gr. FMJ	50	10	NATO instead of SAMMI, Ranger box instead of white box	Per Attachment 2; Column H, RA9124N is already an approved Model #	Yes	\$166.50
3	USA40SWVP	40S&W, 165gr. FMJ	100	5	100 rounds per box instead of 50, 5 boxes per case instead of 10	Same number of rounds per case (500)	Yes	\$188.93
4	USA4238	40S&W, 180gr. FMJ	50	10	Boxes designed with USA flags instead of traditional white box		Yes	\$186.45
5							Yes	\$186.45
6	USA4170	45ACP, 230gr. FMJ	50	10	Boxes designed with USA flags instead of traditional white box		Yes	\$220.00
6	USA45AVP	45ACP, 230gr. FMJ	100	5	100 rounds per box instead of 50, 5 boxes per case instead of 10	Same number of rounds per case (500)	Yes	\$220.00
8	USA223R1	.223 55gr. FMJ	20	50	50 boxes per case instead of 25 boxes per case	Per Attachment 2; Column H, USA223R1 is already an approved Model #	Yes	\$302.50
9	USA3162W	.223/5.56 62gr. training round	180	5	NATO instead of SAMMI, open tip instead of FMJ, 180 rounds per box instead of 20, 5 boxes per case instead of 50	Open Tip is an equal or better product compared to FMJ.	Appropriate 5.56mm Substitute	\$319.34
10	RA556B	.223/5.56 duty round	20	50	NATO instead of SAMMI		Appropriate 5.56mm Substitute	\$678.00*

11	Q3131	5.56mm 55gr. FMJ	20	50	50 boxes per case instead of 25 boxes per case	Per Attachment 2; Column H, Q3131 is already an approved Model #	Yes	\$302.50
12	TRGT127	12ga. 2 3/4" target load	25	10	#7.5 shot size instead of #8		Appropriate Substitute	\$223.20

**Different price than bid price*

III. Additional Line Item Requests: Inventory and Delivery Breakdown

The following inventory & delivery breakdowns are intended to supplement the Model Numbers bid on the completed Attachment 2, Column H.

Line Item #	Est. Annual Usage in rounds (Attachment 2, Column E)	Additional Line Item Request Model Number	[REDACTED]		[REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1	245K	RA9124N	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	28K	USA40SWVP	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	100K	USA4238	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	190K		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	627K	USA4170	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	627K	USA45AVP	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8	25K	USA223R1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9	310K	USA3162W	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10	19K	RA556B	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11	78K	Q3131	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12	4K	TRGT127	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



February 11, 2019

Idaho Division of Purchasing
P.O. Box 83720
Boise, ID 83720-0075

Attention: Jason Urquhart

Reference: Total Delivery Time and Mitigation Plans

Dear Mr. Urquhart:

Winchester makes every effort to produce appropriate levels of surplus inventory based on historical demand and customer stated needs. However, for a variety of reasons inventory can be consumed at unpredictable rates. When an order lands and no inventory is in place to fill, every effort is/will be made to fill these orders in 60 days. In some instances depending on raw material and equipment availability this could stretch out to 120 days.

An additional mitigation tool in the timing of orders vs. factory inventory is through our regional Law Enforcement distributors who also take steps to inventory products representative of the items/volume dictated on this particular tender/solicitation. Winchester's Idaho State designated law enforcement distributor, Dooley Enterprises, is Winchester's largest law enforcement distributor and maintains a significant level of inventory; they are fully committed to this effort and process.

We appreciate the opportunity to participate in this solicitation. We look forward to your favorable response.

Sincerely,

Glen Weeks
Director, Government Contracts and
Specialty Products

jdm
gw19-13