

Contract Instructions
SBPO19200436 - Practice Ammunition
Dooley Enterprises, Inc.

1. The practice ammunition available under the Contract is Winchester ammunition.
2. **This is a Contract for practice ammunition only.** Purchases of duty ammunition are not considered to be made under the Contract, and so purchases of duty ammunition made by state agencies must be made in compliance with competitive solicitation rules.
3. Please see the Pricing link for prices.
4. The only ammunition available under the Contract is the ammunition listed in the information within the Pricing link. If your agency has a need for other practice ammunition, and would like for the Division of Purchasing to consider adding that ammunition to the Contract, please contact Jason Urquhart (208-332-1608; jason.urquhart@adm.idaho.gov).
5. Contractor's contact information:

Order Placement:
Daniela Garay
daniela@dooleyenterprises.com
Ph: 714-630-6436
Fx: 714-630-3910

Technical Questions:
Chris Dooley
chris@dooleyenterprises.com
Ph: 714-630-6436
Fx: 714-630-3910

6. Please be aware of these provisions within the Contract:

“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).

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.”

“11.10 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:

11.10.1 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”.

11.10.2 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.

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

11.10.4 The Contractor must not require any minimum order dollar amounts.”

“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.”