State of Idaho Contract Number SBPO20269707

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	DOOLEY ENTERPRISES INC 1198 N GROVE ST STE A ANAHEIM, CA 92806

Contract Summary

Contract Name: Statewide Practice Ammunition **Contract Description:** Practice Ammunition for the Idaho State agencies and eligible political subdivisions. **Original Effective Date:** July 1, 2026 **Current Expiration Date:** June 30, 2027	**Estimated Current Contract Value:** $ 400,000.00 **Estimated Lifetime Value:** $ 2,000,000.00 **Contract Usage Type:** OPEN

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP CONTRACT ADMINISTRATION	CONTRACT ADMINISTRATOR	CONTRACTADMIN@ADM.IDAHO.GOV

Contractor Contacts

Contact Name	Contact Phone	Contact Email
CHRIS DOOLEY	7146306436	CHRIS@DOOLEYENTERPRISES.COM

Recitals

1. This Contract number SBPO20269707 for Statewide Practice Ammunition (“the Contract”) is awarded for the Department of Administration (“the Agency”) pursuant to state of Idaho sourcing event number 1114 (“the Solicitation”), selected sections of which have been provided as attachments to this Contract.
2. The Contract is issued under the authority provided by the Administrator of the Division of Purchasing pursuant to the State Procurement Act, title 67, chapter 92, Idaho Code.
3. DOOLEY ENTERPRISES INC (“Contractor”) agrees to provide the Property identified in the line item(s) below as detailed herein.

Attachments

1. Attachment 1 – General Requirements
2. Attachment 2 – Specifications
3. Attachment 3 – Pricing
4. Attachment 4 – State of Idaho Contract Terms and Conditions
5. Attachment 5 – Insurance Requirements

ATTACHMENT 1

General Requirements

1. Contract Scope and Pricing

This contract is limited to the practice and qualification ammunition types identified in Attachment 3. Ordering entities must not use this contract to procure duty ammunition, specialty less-lethal munitions, explosive or breaching rounds, or any other product not expressly listed on the awarded price schedule. Unit prices must include all product costs and are exclusive of freight, applicable taxes, and hazardous materials handling charges, which are invoiced separately as provided in this Attachment. “Or equal” equivalents meeting or exceeding the specifications in Attachment 2 are acceptable. Any change in manufacturer, brand, or product for a previously awarded line item during the contract term requires advance written notice to the Division of Purchasing and written approval prior to fulfillment of any affected order. The Division of Purchasing reserves the right to require re-evaluation of the substitute product for specification compliance before approving the change.

2. Price Adjustment Clause

2.1. The Contractor must maintain firm unit prices for the initial contract term.

2.2. For renewal periods, the Contractor may request price adjustments tied to documented changes in the U.S. Bureau of Labor Statistics (BLS) Producer Price Index for Ammunition (PCU332992332992), or the most appropriate BLS successor index if that series is discontinued.

2.3. The Contractor must submit increase requests in writing no later than sixty (60) calendar days before the start of a renewal period, accompanied by supporting BLS index data for the prior twelve (12)-month period.

2.4. Approved increases must not exceed the percentage change in the applicable index over that twelve-month period.

2.5. If the applicable index decreases, the Contractor must pass the corresponding reduction through to the State effective on the next renewal date.

2.6. All adjustments are subject to written State approval and must be documented by contract modification.

3. Website/Ordering Requirements

The Contractor must maintain a current, accessible price list or catalog for all offered ammunition, which may be provided via a public website, an online catalog, or a regularly updated price schedule submitted directly to the Division of Purchasing and ordering agencies. Any price changes must be promptly communicated to the State and ordering agencies. The Contractor must support electronic ordering where feasible and provide user-friendly access for agency personnel.

If the Contractor provides a website or online portal for ordering agencies to use for placing orders, any terms or conditions associated with that website that do any of the following are void and of no force or effect:

3.1. Waive the sovereign immunity of the State of Idaho;

3.2. Subject the State of Idaho, its agencies, or political subdivisions to the jurisdiction of the courts of other states;

3.3. Limit the time in which the State may bring a legal claim to a period shorter than that provided under Idaho law;

3.4. Impose a payment obligation or rate of interest for late payments less favorable than that established under Idaho Code §67-2302; or

3.5. Require the State to accept arbitration or waive its right to a jury trial. Any terms or conditions within any such website that require indemnification not specifically authorized by the Idaho Legislature or subject to appropriation are void pursuant to Idaho Code §§67-9215 and 59-1016. Any terms or conditions that hold individual users (employees or officers of the State of Idaho or its political subdivisions) personally liable are void. A click-through acceptance by an agency employee of any such terms does not constitute agreement to terms that conflict with or are void under this Contract.

4. Order Confirmation

Within three (3) business days of receiving a purchase order, the Contractor must confirm receipt in writing (via email) and provide an estimated delivery date and an itemized freight cost estimate for the order, including any applicable hazardous materials handling charges. Providing the freight estimate at order confirmation allows the ordering agency to anticipate total delivered cost prior to shipment. Failure to confirm receipt within the required timeframe may be treated as non-compliance under the Contract Terms and Conditions.

5. Notification of Non-Fulfillment

The Contractor must notify the ordering agency in writing (via email) within three (3) business days of the Contractor's determination that it is unable to fulfill any portion of a purchase order, providing reasons and proposed alternatives meeting or exceeding specifications at no additional cost. Upon receiving notification, the ordering agency retains the right to: (a) accept the proposed alternative; (b) cancel the unfulfilled portion of the order and source the needed quantities from another awarded Contractor or other available source; or (c) hold the Contractor to the original order, subject to the delivery terms of this Contract. Failure to provide timely notification does not relieve the Contractor of its performance obligations under the Contract.

6. Delivery

6.1. The Contractor must provide standard industry packaging. Pallet-level shipments are encouraged for larger orders to achieve cost efficiencies.

6.2. Palletized shipments must be delivered via a vehicle equipped with a liftgate. The Contractor is responsible for lowering pallets to ground level or dock height as applicable. Delivery must be made to the ordering agency's designated receiving area; if no loading dock is available, the Contractor must lower the pallet to ground level via liftgate and deliver to a mutually agreed-upon accessible location on the agency's premises. Further movement of pallets beyond the point of delivery is the responsibility of the ordering agency.

6.3. The Contractor must coordinate delivery with agency contacts and accommodate rural locations without unreasonable delay. Unless otherwise mutually agreed upon in writing, orders must be fulfilled within ninety (90) days after receipt of order (ARO).

6.4. The Contractor and ordering agency may mutually agree in writing to a lead time longer than 90 days ARO if doing so results in documented cost savings (e.g., consolidated shipments) or is necessitated by documented supply chain constraints. Such mutual agreement must be documented in writing between the Contractor and the ordering agency. The Division of Purchasing does not require advance approval for such extensions; however, the Division reserves the right to review documented agreements and intervene if a performance concern is identified. Shorter lead times may also be accommodated by mutual agreement, with any additional costs subject to pre-approval by the ordering agency.

6.5. The State reserves the right to reject any proposed lead time extension that exceeds 90 days ARO unless justified by documented cost savings or supply chain constraints and mutually agreed upon in writing by the Contractor and the ordering agency.

7. Freight and Shipping Costs

Unit prices established under this Contract cover the cost of the ammunition only and do not include freight or shipping costs. Freight costs, including any applicable hazardous materials handling charges, must be invoiced as a separate line item on every invoice submitted to the ordering agency. Freight charges must reflect actual carrier cost using commercially reasonable shipping methods and may not include markups or administrative fees beyond the carrier's invoice. The ordering agency is responsible for payment of freight charges as invoiced, provided that such charges are consistent with the estimate provided at order confirmation pursuant to the Order Confirmation section of this Attachment. Any material deviation from the freight estimate provided at order confirmation must be disclosed to the ordering agency prior to shipment and is subject to agency approval. Freight charges that are not disclosed or that materially exceed the confirmed estimate without prior agency approval will be subject to dispute and may be withheld from payment. Notwithstanding the separate invoicing of freight, title and risk of loss remain with the Contractor until acceptance by the ordering agency, consistent with Article 2 of the State of Idaho Contract Terms and Conditions.

If an ordering agency declines to pay applicable freight charges necessary to meet their required delivery timeframe, the Contractor is not obligated to accept the purchase order. Ordering agencies are responsible for confirming the full scope of pricing, including freight and any applicable hazardous materials handling charges, prior to issuing a purchase order.

8. Inspection and Rejection

Ordering agencies reserve the right to inspect and test shipments upon receipt. Non-conforming items must be rejected in writing (via email or formal written notice). The Contractor must replace rejected items at its sole expense, including any costs incurred by the State, within thirty (30) days of the rejection notice. Failure to provide replacement within thirty (30) days may be treated as non-compliance under the Contract Terms and Conditions and may subject the Contractor to the remedies set forth therein.

9. Defective Cartridges

The Contractor and the manufacturer are responsible for ensuring that all ammunition delivered under this Contract is free from defects, including squib loads and hot loads. Any ammunition found to contain such defects must be subject to immediate rejection by the ordering agency. The Contractor must bear all transportation costs associated with the return of rejected ammunition and the delivery of compliant replacement ammunition, at no cost to the ordering agency.

10. Fill Rate

The Contractor must maintain a minimum quarterly fill rate of ninety percent (90%) across all ordering agencies and eligible public agencies during each quarter of the Contract term. The fill rate is calculated as the percentage of line items ordered, across all agencies, that are delivered in full and without substitution. Orders placed by political subdivisions under the Public Agency Clause must be included in the fill rate calculation.

Orders where the Contractor and ordering agency have mutually agreed in writing to a delivery timeframe exceeding 90 days ARO pursuant to Section 6.4 must still be included in the Contractor's Quarterly Fill Rate report as applicable contract sales; however, such orders are excluded from the fill rate calculation for the quarter(s) in which the extended delivery timeframe applies, provided the order is ultimately delivered in full and without substitution within the mutually agreed timeframe.

Failure to maintain the required fill rate may be cause for non-renewal or termination of the Contract, at the sole discretion of the Division of Purchasing. The Division of Purchasing reserves the right to request fill rate data and supporting documentation from the Contractor at any time during the Contract term.

11. Agency Responsibilities and Testing

Ordering entities reserve the right to test shipments for compliance with the specifications set forth in Attachment 2, including misfire rates and ballistics performance. The Contractor must provide complete ballistics data upon request to support such testing. Acceptance of items designated as "or equal/similar" must be determined by the using agency.

12. Safety Recall and Safety Notice

In the event of a product recall, safety notice, or advisory issued by a manufacturer, SAAMI, or any federal agency affecting any lot number delivered under this contract, the Contractor must notify the Division of Purchasing and all affected ordering agencies in writing within forty-eight (48) hours of the Contractor’s knowledge of such recall or notice. Notification must identify the affected lot numbers, the nature of the issue, and the Contractor’s proposed remedy, which may include replacement, credit, or return at the Contractor’s expense.

13. DOT/Hazardous Materials Compliance

The Contractor is solely responsible for compliance with all applicable U.S. Department of Transportation (DOT) regulations governing the packaging, labeling, and transport of ammunition as a hazardous material. All shipments must conform to 49 CFR Parts 100–185 and bear proper UN markings applicable to the specific product. Hazardous materials handling charges are freight costs subject to the invoicing requirements of the Freight and Shipping Costs section of this Attachment.

14. Records Retention

The Contractor must 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 must 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.

15. Audit Rights

The Contractor must allow State and Federal auditors and State purchasing staff access to all records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access must be provided during normal business hours or by appointment. Failure to provide access may be treated as non-compliance under the Contract Terms and Conditions.

16. Surviving Purchase Orders

Purchase orders issued by ordering agencies prior to the expiration or termination of this Contract must remain in full force and effect and must be fulfilled by the Contractor in accordance with the terms of this Contract, provided that such orders were placed while the Contract was in effect. The Contractor's obligation to fulfill open purchase orders survives expiration or termination of the Contract and is not extinguished by the end of the Contract term. This section does not require the Contractor to fulfill orders placed after the Contract expiration or termination date.

17. Public Agency Clause

Contract prices must be extended to other “Public Agencies” as defined in Section 67-2327 of Idaho Code, limited to 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; and any agency of the state government. Eligibility to use this contract is limited to public agencies within the State of Idaho.

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.

ATTACHMENT 2

Specifications

1. Ammunition Quality and Production Standards

1.1. All ammunition must be new production, factory-loaded, and shipped in original manufacturer packaging (“new in box”). Refurbished, reloaded, or surplus ammunition is not acceptable.

1.2. Ammunition must be clean-burning, non-corrosive, and suitable for use in agency training and qualification environments without excessive fouling or weapon wear.

1.3. All line items requiring training or practice-grade ammunition must be of Full Metal Jacket (FMJ) or Total Metal Jacket (TMJ) construction to ensure reliable cycling and minimize lead fouling in barrels. Line items specified for qualification or precision training applications (including jacketed hollow point and open tip match) are evaluated under industry norms applicable to those types.

1.4. The Contractor must be prepared to provide lot manufacturing date documentation upon request.

1.5. For agencies utilizing indoor ranges, ordering entities may specify lead-free primer ammunition at the time of order. The Contractor is encouraged but not required to identify which offered products are available in lead-free primer configurations; if lead-free primer variants are offered, they must meet all other specifications in this Attachment.

2. Manufacturing and Compliance Standards

2.1. All ammunition must be manufactured in the United States.

2.2. All ammunition must be fully compliant with current SAAMI and ANSI standards for the respective cartridge type, including dimensional, pressure, and velocity specifications. Applicable SAAMI standards include (as relevant): Z299.1 for rimfire, Z299.3 for centerfire pistol/revolver, Z299.4 (2025) for centerfire rifle, and Z299.2 for shotshell.

2.3. For Line Items 1 (9mm Luger NATO) and 11 (5.56 NATO), compliance with the applicable NATO STANAG standard (STANAG 4090 and STANAG 4172, respectively, or their current U.S. military equivalents) is acceptable but not required. SAAMI-compliant ammunition meeting the performance specifications in this Attachment qualifies as an ‘or equal’ product for these line items. It should be noted that NATO-specification 9mm operates at higher pressure than standard SAAMI Z299.3; ordering agencies are responsible for confirming firearm compatibility prior to placing orders. Line Items 8, 9, and 10 (.223 Remington) must comply with SAAMI Z299.4. Ordering agencies are responsible for ensuring compatibility between ordered ammunition and their firearms prior to placing orders.

2.4. Provided ammunition must be from manufacturers that produce ammunition meeting current SAAMI specifications. Manufacturers that are current SAAMI members are presumed to meet this requirement; Contractors representing non-SAAMI-member manufacturers must provide independent laboratory certification of SAAMI compliance upon request. Failure to produce certification upon request may result in the affected products being deemed non-compliant and subject to rejection under Section 8 of Attachment 1.

2.5. All centerfire ammunition must utilize non-mercuric, non-corrosive primers. Berdan-primed ammunition is not acceptable.

2.6. All centerfire pistol and rifle ammunition must be brass-cased. Steel-cased, aluminum-cased, or polymer-cased ammunition is not acceptable. This requirement reflects participating agency preferences and supports brass recovery and resale programs operated by some ordering entities. This requirement does not apply to shotshell ammunition, which must be supplied in standard factory plastic or paper hull construction appropriate to the gauge and load specified.

3. Packaging and Order Quantities

3.1. Ammunition must be supplied in standard factory case quantities appropriate to each caliber and type. Partial cases or breaking of standard packaging is not required unless specifically requested by the ordering agency and agreed upon by the Contractor, with any associated fees transparently disclosed.

3.2. Packaging must be secure, palletized where appropriate for bulk orders and labeled clearly with caliber, manufacturer, lot number, and quantity.

3.3. Minimum order quantities must be full case sizes per industry standard packaging.

3.4. Ammunition delivered under this Contract may be sourced from one or more manufacturing lots. The Contractor is not required to segregate inventory by lot number prior to shipment, nor to make separate shipments based on lot composition. Each case or box of ammunition included in a shipment must bear the applicable lot number in accordance with the manufacturer's standard factory packaging. This requirement is intended solely to support post-delivery traceability in the event that a quality or safety concern is identified following receipt. It does not constitute a pre-delivery reporting, billing, or invoicing obligation. In the event that a defect or safety issue is identified with a specific lot following delivery, the ordering agency will reference the lot number information on the manufacturer's factory packaging to facilitate remediation in accordance with Attachment 1, Sections 8, 9, and 12.

3.5. A Contractor may decline an order for quantities less than a full standard case only if fulfilling the order would require breaking a sealed manufacturer case and no partial case inventory is available. If the Contractor declines on this basis, the ordering agency may source that quantity from any other Contractor awarded under this Contract. A declination under this provision does not constitute non-fulfillment under Section 5 of this Attachment and will not be counted against the Contractor's fill rate under Section 10, provided the Contractor notifies the ordering agency of the declination and the reason within three (3) business days of receiving the order.

4. Performance Standards

The misfire rate must not exceed five (5) rounds per ten thousand (10,000) rounds for any ammunition type covered by this contract.

Attachment 3

Pricing

HANDGUN AMMUNITION			
Line Item	**Description (Caliber / Grain / Type)**	**Unit Price per 1,000 Rounds**	**Manufacturer or Brand Distributor Represents**
1	9mm Luger (9x19mm), 124 grain Full Metal Jacket NATO (or equal)	$277.00	Winchester RA9124N/W9NATO50/Q4318
2	9mm Luger (9x19mm), 124 grain Full Metal Jacket (or equal)	$268.00	Winchester USA9MM/W9MM12450
4	.40 S&W (.40 Smith & Wesson), 165 grain Full Metal Jacket – Flat Nose (or equal)	$332.00	Winchester USA40SW/USA40SWVP
5	.40 S&W (.40 Smith & Wesson), 180 grain Full Metal Jacket (or equal)	$363.00	Winchester Q4238
6	.45 Auto (.45 ACP), 230 grain Full Metal Jacket (or equal)	$398.00	Winchester Q4170/USA45AVP
7	.45 Auto (.45 ACP), 230 grain Jacketed Hollow Point (or equal)	$521.00	Winchester RA45T

RIFLE AMMUNITION			
Line Item	**Description (Caliber / Grain / Type)**	**Unit Price per 1,000 Rounds**	**Manufacturer or Brand Distributor Represents**
8	.223 Remington, 55 grain Full Metal Jacket (or equal)	$492.00	Winchester USA223R1K/W223K
9	.223 Remington, 62 grain Full Metal Jacket, Lead Core (or equal)	$632.00	Winchester USA223R3/W223FMJ62
10	.223 Remington, 64 grain Jacketed Soft Point (or equal)	$756.00	Winchester RA223R2YK
11	5.56 NATO (5.56×45mm), 55 grain Full Metal Jacket (or equal)	$492.00	Winchester Q3131K/WM193K

SHOTGUN AMMUNITION			
Line Item	**Description (Caliber / Grain / Type)**	**Unit Price per 1,000 Rounds**	**Manufacturer or Brand Distributor Represents**
12	12 Gauge, 2¾", #8 Shot Target Load (or equal)	$389.00	Winchester TRGT128
13	12 Gauge, 2¾", 1 oz Rifled Slug, Low Recoil (or equal)	$790.00	Winchester RA12RS15
14	12 Gauge, 2¾", 00 Buckshot, 9 Pellet, Low Recoil (or equal)	$779.00	Winchester RA1200/RA12005

ATTACHMENT 4

State of Idaho Contract Terms and Conditions

ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1. Definitions. Except as defined otherwise in this Contract, the following terms shall have the following meanings, whether capitalized or not, unless the context requires otherwise. Terms not defined within this Contract shall have the meanings defined in Idaho Code section 67-9203 and in IDAPA 38, title 05, chapter 01, Rules of the Division of Purchasing.

1.1.1. "Agency" means the board, commission, department, agency, or office of the State receiving the Property provided by the Contractor pursuant to this Contract.

1.1.2. "Contract" means this written agreement between Contractor and the State for the acquisition of property, which may be the result of a solicitation, and which may include the Solicitation or specification document and the accepted portions of the bid or proposal and other documents as identified herein, unless the context means one or more agreements with other contractors or for the acquisition or other property.

1.1.1. "Contractor" means the offeror, bidder, or proposer selected under the Solicitation to enter a contract with the State and identified as the Contractor in the heading above in this Contract.

1.1.2. "Data Breach" means any unauthorized access to or acquisition of Non-Public State Data following a Security Incident that compromises the security, confidentiality, or integrity of the Non-Public State Data, or the ability of the State to access the Non-Public State Data.

1.1.3. "Non-Public State Data" means State Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public State Data includes, but is not limited to, Personal State Data.

1.1.4. "Personal State Data" means State Data, which alone or in combination with other data, includes information relating to an individual that identifies the individual by name, identifying number, mark, or description that can be readily associated with a particular individual and which is not a public record. Personal State Data includes but is not limited to the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; Protected Health Information (PHI) relating to a person; or education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv).

1.1.5. "Property" means goods, services, parts, supplies, and equipment, both tangible and intangible, including but not limited to, designs, plans, programs, systems, techniques, and any rights or interests in such property.

1.1.6. "Protected Health Information (PHI)" means individually identifiable health information held or transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI also includes but may not be limited to information that is a subset of health information, including demographic information collected from an individual, and 1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; and a) that identifies the individual; or b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.1.7. "Purchasing Administrator" means the administrator of the Department of Administration, Division of Purchasing.

1.1.8. "Purchasing Authority" means the state entity authorized to enter into the Contract, which shall be either the Department of Administration, Division of Purchasing, or the Agency.

1.1.9. "Security Incident" means the unauthorized access to Contractor's network that the Contractor or the State believes could reasonably result in the use, disclosure, or theft of the State's Non-Public State Data within the possession or control of Contractor. A Security Incident also includes a security breach to Contractor's system, regardless of if Contractor is aware of unauthorized access to the State's Non-Public State Data. A Security Incident may or may not turn into a Data Breach.

1.1.10. "Software" means a series of instructions or statements in a form acceptable to a machine that processes data and is designed to cause the machine to execute an operation or operations. Software includes, but is not limited to operating systems, assemblers, compilers, interpreters, data management systems, utility programs, and Automatic Data Processing Equipment Maintenance/Diagnostics programs.

1.1.11. "State" means the state of Idaho including each board, commission, department, agency, or office of the state of Idaho, unless the context means one or more other states of the United States.

1.1.12. "State Data" means all information and data developed, documented, derived, stored, installed, or furnished by the State under the Contract, including all data related to records owned by the state of Idaho.

1.1.13. "Solicitation" means an invitation to bid (ITB), request for quotes (RFQ), or request for proposals (RFP) issued by the State for the purpose of soliciting bids, proposals, or quotes resulting in the Contract.

1.2. Term

1.2.1. Initial Term. The initial term of the Contract shall commence on the Effective Date and expire on the Service End Date identified in the header of this Contract.

1.2.2. Renewal Options. 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 initial term, or for such period of time as to agreed to by the parties. The Contract is not anticipated to exceed five (5) years including all renewals.

1.3. Price

1.3.1. Price. The pricing for the Contract is included in **Attachment 3**.

1.3.2. Price Increases. Please reference Attachment 1, Section 2 – Price Adjustment Clause.

1.4. Termination and Remedies

1.4.1. Termination for Contractor Default. The State may terminate the Contract, any order issued pursuant to the Contract, or both 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, which time shall be determined in the sole discretion of the Purchasing Authority. If the default or non-compliance is not capable of cure or if the cure requires more than thirty (30) calendar days, the Purchasing Authority may provide notice of termination without a cure period. The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Contract in whole or in part if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Contract.

1.4.2. Effect of Termination

1.4.2.1. If the Contract is terminated for default or non- compliance, the Contractor will be liable 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.

1.4.2.2. Unless provided otherwise in the Contract, upon termination by the Purchasing Authority for default or non-compliance, Contractor shall: a) promptly discontinue all work, unless the termination notice directs otherwise; b) promptly return to the State any Property provided by the State pursuant to this Contract; and c) deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing this Contract, whether completed or in process, which the Contractor is obligated by the Contract or law to provide to the State upon completion.

1.4.3. Remedies. In addition to any remedies available to the State under law or equity, the State may, at its sole discretion, take or require one (1) or more of the following remedial actions if the Contractor's performance is deficient and does not comply with the Contract requirements: 1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; 2) reduce payment to reflect the reduced value of the performance received; 3) require the Contractor to subcontract all or part of the service at no additional cost to the State; 4) withhold payment or require payment of actual damages caused by the deficiency; 5) withhold payment or require payment of liquidated damages, if liquidated damages are provided for in the Contract; 6) secure the deficient products or services and deduct the costs of products or services from payments to the Contractor under the Contract; 7) require Contractor to remove, at its sole expense, any non-conforming or deficient Property from the State's premises; or 8) terminate the Contract pursuant to any termination provisions within the Contract. These remedies are cumulative to the extent the remedies are not inconsistent, and the State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

1.5. Changes and Modifications

1.5.1. Amendments. Except as provided herein for ministerial changes, the Contract may be modified or amended only upon written consent of the Purchasing Authority and Contractor. The Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part (collectively, an "Amendment") except to the extent provided by a written instrument signed by the Contractor and the Purchasing Authority. The Purchasing Authority is authorized to execute any Amendment. The Agency is authorized to execute Amendments consisting solely of plans required by the Contract and ministerial or administrative documents that further define the day-to-day responsibilities of the Contractor and the Agency. The Agency is not authorized to execute Amendments directly or indirectly increasing monetary obligations of the State, expanding the scope of the Contract or extending the Contract term. An Amendment not executed in compliance with this section is voidable, at the option of the Purchasing Administrator.

1.5.2. Ministerial Changes. In the event the State discovers or is notified of a typographical or other ministerial or clerical error in the Contract, the Purchasing Authority may correct such error after providing notice to the Contractor of its intent to make the correction and an opportunity for the Contractor to object that the proposed correction is not ministerial or clerical. The Purchasing Authority will make a copy of the corrected Contract available to the Contractor upon the effectiveness of the correction.

1.5.3. Material Changes. Amendments to the Contract shall be in compliance with the State Procurement Act, Idaho Code title 67, chapter 92. The Purchasing Authority may accept material changes with an amendment if such changes could not reasonably been anticipated by the parties at the time of the Solicitation and do not frustrate the competitive process or provide the Contractor with an unfair advantage, as determined by the Purchasing Administrator in his or her sole discretion.

1.6. No Personal Liability. Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the State be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

1.7. Contract Relationship; Workers' Compensation Insurance

1.7.1. Independent Contractor. Contractor's status under the Contract shall be that of an independent contractor, and not that of an agent or employee. Contractor is solely liable for all labor, taxes, insurance, required bonding, and other expenses, except as specifically stated herein. Contractor shall exonerate, 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, workman's compensation and income tax laws with respect to Contractor or Contractor's employees engaged in performance under the Contract.

1.7.2. Workers' Compensation Insurance. Contractor shall maintain worker's compensation insurance as required by law and shall provide certificate of same if requested by the State. Failure to provide a certificate of worker's compensation insurance may result in termination of the Contract. Provision of workers' compensation insurance by the State under this provision shall be in the name of the Contractor as employer and shall not alter the independent contractor status of Contractor under the Contract. 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.

1.8. 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). The State will furnish exemption certificates upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the State, Contractor shall be solely responsible for the payment of those taxes.

1.9. General Indemnification and Insurance

1.9.1. Contractor's Indemnification. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation, or rule during performance or applicable to the performance of the Contract.

1.9.2. Actions on Tender; Limitation. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under the Contract. Contractor shall not be required to hold the State harmless for damages attributed to the State in a final order issued by a court of competent jurisdiction. If it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State, to the extent funds are legally available therefore, shall reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 9.3.

1.9.3. Requirements of Defense. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

1.9.4. Insurance. Contractor shall furnish and maintain insurance coverages as set forth Attachment 5 - **Insurance Requirements** of this Contract.

1.10. Patent and Copyright Indemnity

1.10.1. Indemnity. 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 shall pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: 1) that Contractor shall be notified promptly in writing by the State of any notice of such claim; 2) 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 3) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

1.10.2. Limitation. 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: 1) 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 Solicitation or the specifications; 2) the modification of the Property unless such modification was disclosed in the Solicitation or the specifications; or 3) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the Solicitation or the specifications.

1.10.3. Option to Replace, Modify, or Refund. 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.

1.11. Billing

1.11.1. Contract Numbers on all Documentation. 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.

1.11.2. Invoices. Contractor shall submit all invoices directly to the ordering Agency.

1.11.3. Payment Processing. Invoices shall be accepted and processed for payment in accordance with Idaho Code sections 67-2302 and 67-9218.

1.12. Assignment, Merger, Consolidation, or Change of Contractor

1.12.1. Application of Idaho Statutes. Assignments, mergers, consolidations, and changes of the Contractor under this Agreement are subject to the provisions of Idaho Code sections 67-1027 and 67-9230.

1.12.2. Consent to Assign. 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 Purchasing Administrator and the Idaho Board of Examiners.

1.12.3. Consent to Change of Contractor. Any entity into which Contractor may be merged or with which it may be consolidated, any entity resulting from any merger or consolidation to which Contractor is a party, or any entity succeeding to the business of Contractor shall not become the successor of Contractor without first obtaining the prior written approval of the Purchasing Administrator and the Idaho State Board of Examiners.

1.12.4. Effect of Non-Compliance. At the option of the Purchasing Administrator, transfer without approval required by this section shall cause the annulment of the Contract. All rights of action for any breach of the Contract are reserved to the State notwithstanding such annulment. As provided in Idaho Code section 67-1027, the State shall not be obligated to pay the assignee until the assignment is recognized by the Idaho Board of Examiners and no damages shall accrue to Contractor or the assignee arising from the State's assignment and payment processes pursuant to Idaho Code sections 67-1027 and 67-9230.

1.13. Subcontracting. Unless otherwise allowed by the State in this Contract, Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this 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 obligation under this 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 or its sub-subcontractor. Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its subcontractors under this Contract to purchase and maintain the insurance coverage set forth in the Contract for the Contractor in connection with the performance of work by the approved subcontractor.

1.14. 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, Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

1.15. State's Confidential Information

1.15.1. Collection and Ownership. 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. The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. The Agency may require that Confidential Information be returned to the Agency upon termination of this Contract subject to Contractor's document retention procedures as required by law.

1.15.2. Use. 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 for the following:

1.15.2.1. With the State's prior written consent;

1.15.2.2. Under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State unless prohibited by such order; or

1.15.2.3. In response to any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under the Contract, or which in any way might reasonably require access to the State's data and then only upon timely notice to the State, unless prohibited by law from making such contact.

1.15.3. Limitation. Confidential Information shall not include data or information that:

1.15.3.1. 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;

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

1.15.3.3. 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.

1.16. Public Records. Pursuant to the Idaho Public Records Act, Idaho Code title 74, chapter 1, records, including documents in all forms, received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual portions of records as "exempt" on each page of the record containing exempt portions and shall indicate the basis in the Idaho Public Records Act for such exemption. The State will not accept the marking of an entire record as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the record is exempt from disclosure. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring Contractor's designation of exemption or for Contractor's failure to designate a record as exempt. Contractor's failure to designate as exempt any record or portion of a record 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 honors a claim of exemption by Contractor, Contractor shall provide the legal defense for such claim.

1.17. Use of the State of Idaho's 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.

1.18. Fiscal Necessity and Non-Appropriation. The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This 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 State's Legislature as may exist from time to time.

The State reserves the right to terminate this 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, or if the State discontinues or makes a material alteration of the program under which funds were provided. 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 of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

1.19. Notices. Any notice given in connection with the Contract shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address provided in the header of this Contract. Either party may change its address by giving notice of the change in accordance with this paragraph.

1.20. Authority to Conduct Business in Idaho; Service of Process. Contractor must independently determine whether Contractor is required to register with the Idaho Secretary of State, and, if so, must register and remain in good standing for the term of this Contract. If Contractor is not registered with the Idaho Secretary of State, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its address for notices under this Contract. Service shall be completed upon Contractor's actual receipt of process, or upon the State's receipt of the return thereof by the United States Postal Service, or a reasonable delivery service if Contractor's address is outside the United States, as refused or undeliverable.

1.21. Required Certifications.

1.21.1. Boycott of Israel. Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

1.21.2. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

1.21.3. Boycott of Various Industries. Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of any individual or company because the individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

1.22. 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.

1.23. Attorney Fees. Notwithstanding any statute to the contrary, in the event suit is brought by any party to this Contract to enforce the terms of this Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

1.24. Force Majeure. Neither Contractor nor the State shall be liable for or deemed to be in default for any delay or failure to perform under the Contract if such delay or failure to perform results from unforeseeable causes including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather. The unforeseeable cause must be beyond the control and without the fault or negligence of the party asserting it. Matters of the Contractor's finances shall not be a force majeure. The excused party is obligated to promptly perform in accordance with the terms of this Contract after the unforeseeable cause ceases. Unless otherwise agreed in writing by the parties, the period for the performance shall be extended for a period equivalent to the period of the force majeure delay.

1.25. Entire Agreement; Headings

1.25.1. <u>Complete Statement of Terms.</u> The Contract constitutes the entire agreement between the State and Contractor and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties.

1.25.2. <u>Conflicting and Supplemental Terms.</u> Unless specifically accepted by the Purchasing Authority in writing, terms in documents outside of this Contract shall be of no force and effect.

1.25.3. <u>Headings.</u> All headings in this agreement are for convenience only and shall not affect the meaning of any provision hereof.

1.26. Governing Law. The Contract shall be construed in accordance with and governed bythe 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.

1.27. Severability; Survival

1.27.1. <u>Severability.</u> If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

1.27.2. <u>Survival.</u> Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue.

1.28. Sovereign Immunity. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

1.29. Electronic Signature; Counterparts

1.29.1. This Contract may be electronically signed. Any electronic signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

1.29.2. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 2 – TERMS APPLICABLE TO THE PURCHASE OF GOODS

The following terms apply to the purchase of goods, which generally means the purchase of physical property that is delivered to the State. In the event of uncertainty as to the applicability of these terms, they shall be deemed applicable unless the State has explicitly stated that they do not apply.

2.1. Property – Goods

2.1.1. <u>Specifications</u>. Contractor shall deliver all Property in accordance with **Attachment 2 – Specifications**. Contractor's failure to deliver the Property as provided in this Contract is a material breach of this Contract.

2.1.2. <u>New and Unused Property</u>**.** Unless otherwise provided in the Specifications, all Property delivered by Contractor shall be new, unused, not previously installed or demonstrated, and shall be within current production inventory of the manufacturer or actively being marketed by the Contractor.

2.1.3. Components. Unless otherwise provided in the Specifications, all Property delivered by Contractor shall:

2.1.3.1. Include all components and accessories that the manufacturer identifies or lists as "standard."

2.1.3.2. Include all components, hardware and parts necessary for complete and proper assembly, installation and operation of the Property.

2.2. Acceptance. Where an acceptance procedure is not set forth in the specifications the following shall apply. If no procedure is set forth in the specifications, the State may, in its sole discretion, conduct such testing and inspection as the State deems necessary.

2.2.1. No Installation of Property. 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 Property does not meet the specifications.

2.2.2. Installed Property. 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 specifications or that the Property is not installed correctly.

2.2.3. Revocation of Acceptance. The State may revoke acceptance as provided by Idaho Code section 28-2-608 and as provided in Paragraph 2.3 of this Article 2. Upon revocation, the State shall deliver written notice of revocation to Contractor specifying the defect or nonconformance, whether the Contractor is permitted to cure the defect or nonconformance and the time period for cure, if permitted.

2.2.4. Effect of Rejection or Revocation of Acceptance. If the State rejects the Property or revokes acceptance of the Property, Contractor shall refund all payments the State made to the Contractor for the Property and shall, at no cost to the State, remove the Property in the State's possession as provided in the notice of rejection or revocation. If no date of removal is specified, Contractor shall remove the Property within fourteen (14) calendar days of the notice.

2.3. Non-compliance, Recall, and Regulatory Compliance. If all or a portion of the Property is recalled by a regulatory body or the manufacturer, or is known or reasonably suspected by Contractor not to comply with applicable regulatory standards, Contractor shall immediately notify the State and shall provide a copy of any notice received by Contractor concerning the Property. Notwithstanding prior acceptance under the Contract, the State may reject or revoke acceptance of Property recalled by a regulatory body or the manufacturer, or that is known or reasonably should be known by Contractor not to comply with applicable regulatory standards, in whole or in part. If the Sate rejects or revokes acceptance of the Property, Contractor shall remove the Property as provided in Paragraph 2.2.4 of this Article 2 at no cost to the State and shall reimburse the State for all payments made for such Property.

2.4. Warranty. Contractor warrants that the Property shall conform to or exceed the specifications and shall be fit for ordinary use, of good quality, with no material defects. Contractor's warranty shall include replacement, repair, and any associated labor for the period of time required by the specifications or by the standard manufacturer or Contractor provided warranty, whichever is longer. If Contractor is not the manufacturer of the Property, Contractor shall ensure that the full, unadulterated, and undiminished manufacturer warranty is provided by the manufacturer to the State at no additional cost to the State. If a conflict or inconsistency exists between the manufacturer's warranty and Contractor's warranty, the warranty that provides the greatest benefit and protection to the State shall prevail.

2.5. Shipping and Delivery. All Property delivered under this Contract shall be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination basis, with all unloading, uncrating, drayage, or other associated handling charges paid by the Contractor. Freight and shipping costs, including any applicable hazardous materials handling charges, are invoiced as a separate line item at actual carrier cost pursuant to the Freight and Shipping Costs section of Attachment 1 of the solicitation, which is incorporated into this Contract. Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or accessible delivery point as mutually agreed upon with the ordering agency. The Contractor shall deliver all orders within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

2.6. Risk of Loss. Risk of loss and responsibility and liability for loss or damage remains with Contractor until acceptance by the State under the terms of this Contract. Upon acceptance, risk of loss shall pass to the State unless otherwise provided in the Contract and with the exceptions of latent defects, fraud and Contractor's warranty obligations. Loss, injury or destruction prior to acceptance by the State shall not release the Contractor from any obligation under the Contract.

ARTICLE 3 – TERMS APPLICABLE TO THE PURCHASE OF SERVICES - RESERVED
ARTICLE 4 – TERMS APPLICABLE TO THE PURCHASE OF TECHNOLOGY - RESERVED

ARTICLE 5 - TERMS APPLICABLE TO STATEWIDE CONTRACTS
The following terms apply to contracts that are specifically identified as statewide contracts, either in the solicitation or otherwise in the contract document, and to participating addendums issued against a cooperative contract master agreement, unless such participating addendum explicitly states that it is for a single agency/is not a statewide contract.

5.1. Reporting

5.1.1. Summary Usage Report. Contractor shall provide a summary usage report on a quarterly basis, according to the deadlines below, indicating its total net sales for the previous quarter and the corresponding Administrative Fee. Contractor shall email reports to purchasing@adm.idaho.gov.

Reporting Period (Fiscal Year Quarters)	Fee and Report Due Date
1st Quarter (July 1 – September 30)	November 30th
2nd Quarter (October 1 – December 31)	February 28th
3rd Quarter (January 1 – March 31)	May 31st
4th Quarter (April 1 – June 30)	August 30th

5.1.2. Detailed Usage Report. Contractor shall provide a detailed usage report on a quarterly basis, according to the same deadlines and to the same email address identified above in Paragraph 5.1.1. The detailed usage report must include, at a minimum, the purchasing entity (e.g., agency name, school district, etc.), property description, category if applicable, quantity, unit price, and extended price.

5.1.3. Additional Reporting. Contractor shall provide any additional reporting as specifically identified in the Contractor or associated master agreement.

5.2. Administrative Fee

5.2.1. Application of Administrative Fee. This statewide Contract shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on net sales under the Contract, as follows:

5.2.1.1. For Contracts that are not issued pursuant to a cooperative contracting master agreement, the prices to be paid by the State (the price offered by Contractor or otherwise agreed to by the State) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee.

5.2.1.1.1. 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.

5.2.1.1.2. Contractor may add the cost of the State of Idaho Administrative fee to invoices if the Contract is a participating addendum pursuant to a cooperative contracting master agreement.

5.2.1.2. On a quarterly basis, Contractor shall remit to State of Idaho, Division of Purchasing, an amount equal to one and one-quarter percent (1.25%) of Contractor's net quarterly Contract sales(sales minus credits).

5.2.1.3. *For Example: If the total of Contractor's net sales to the Agency for one quarter is ten thousand dollars ($10,000), Contractor must remit $10,000 x 0.0125, equal to one hundred twenty-five dollars ($125) to the Division of Purchasing for that quarter, along with the required quarterly usage report detailed in Paragraph 5.1.*

5.2.2. Payment of Administrative Fee. Contractor shall remit the Administrative Fee to the State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 on the due date identified above in Paragraph

5.1 for reporting.

5.2.3. Refund of Administrative Fee. If the Contract is terminated 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 returned when an item is rejected or returned, or declined, or the Contract terminated 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.

5.2.4. Failure to Remit Administrative Fees. If Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; terminate 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; and/or exclude Contractor from participating in future solicitations. 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.

ATTACHMENT 5

Insurance Requirements

Prior to starting work under the contract (or as otherwise designated by the Purchasing Activity), the Contractor must provide certificates of insurance required herein and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for cancellation of the contract.

Contractor shall carry liability and property damage insurance that must protect it and the State of Idaho 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, Contractor must keep in force all required insurance until the Contract is terminated. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

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

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

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

1.2.1 Bidder or offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror 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 of Idaho will consider the request.

1.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than $1,000,000 each accident for bodily insurance by accident, $1,000,000 disease policy limit, and $1,000,000 disease, each employee.

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

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

1.4.1 The Contractor shall provide proof of the State of Idaho, and its divisions, officers and employees being additional insured by providing certification of insurance (COI) to the liability insurance policies showing the State of Idaho, and its divisions, officers and employees as additional insured. The COI must show the policy number, the policy effective dates, and list the additional insured and certificate holder as State of Idaho.

1.4.2 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 of Idaho, and its divisions, officers and employees being additional insured by providing copies of the COI that clearly identify the blanket endorsement.

1.5 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 (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

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

1.7 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.

1.8 Tail Coverage: For claims made policies, the Retroactive Date shall be shown and shall be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the contractor must purchase “extended reporting”(tail) coverage for a minimum of three (3) years after completion of contract work.

Agreement

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Administration

Signature: Erik Schmidt Digitally signed by Erik Schmidt Date: 2026.06.29 15:35:57 -06'00'

Name: Erik Schmidt

Title: Buyer

Date: 6/29/2026

DOOLEY ENTERPRISES INC

Signature:

Name: Chris Dooley

Title: President

Date: 6/29/26