

**SPECIAL BANKING SOLICITATION INSTRUCTIONS TO VENDORS  
AND CONTRACT TERMS AND CONDITIONS**

The following instructions found in the Solicitation Instructions to Vendors attached to this Solicitation **DO NOT APPLY** to this Solicitation:

**18. TERMS AND CONDITIONS OF ENSUING CONTRACT.**

The following terms and conditions found in the State of Idaho Standard Contract Terms and Conditions attached to this Solicitation **DO NOT APPLY** to this Solicitation:

**16. COMMODITY STATUS.**

**17. SHIPPING AND DELIVERY.**

**19. RISK OF LOSS.**

**35. ENTIRE AGREEMENT.**

The following terms and conditions supplement the State of Idaho Standard Contract Terms and Conditions attached to this Solicitation. In the event of a conflict between these special terms and conditions and Contractor's Bid or Proposal, these terms and conditions shall control. Defined terms shall have the meanings set forth in the Solicitation Instructions to Vendors and the State of Idaho Standard Contract Terms and Conditions attached to this Solicitation.

**37. ADDITIONAL DOCUMENTS AND PROPOSED AGREEMENTS:** Bidder or Offeror must submit with its Bid or Proposal **all documents and/or proposed agreements** that the Bidder or Offeror proposes to have incorporated into any resulting Contract. If Bidder or Offeror expressly conditions its Bid or Proposal upon the State's acceptance of its additional documents and/or proposed agreements, its Bid or Proposal may be deemed nonresponsive.

The State will not accept any documents and/or proposed agreements submitted after the Solicitation's closing date. If Bidder or Offeror attempts to submit additional documents and/or proposed agreements after the Solicitation closing date, and conditions its Bid or Proposal upon the State's acceptance of those additional documents and/or proposed agreements, its Bid or Proposal will be deemed nonresponsive.

The State will not accept terms that allow Bidder or Offeror to make unilateral amendments to any resulting Contract.

**38. NO RIGHTS TO SETOFF OR DEBIT:** The Contractor shall invoice the State and shall not have rights to setoff against State funds or to debit State accounts. Any provision to the contrary is void.

**39. NO SECURITY INTEREST:** The Contractor does not have authority to grant a security interest in State funds and shall not be deemed to have been granted such an interest under any provision of the Contract. Any provision to the contrary is void.

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- 40. NO REQUIREMENT TO ESTABLISH A RESERVE ACCOUNT:** The Contractor shall not require the State to establish a reserve account. Any provision to the contrary is void.
- 41. PUNITIVE DAMAGES:** Any requirement to waive punitive damages in documents that Bidder or Offeror submits with its Bid or Proposal are void.
- 42. CLICK-THROUGH LICENSING PROHIBITED:** The State will not accept "click through" acceptance of software licensing terms either initially or through updates. Any provision to the contrary is void.
- 43. FEES:** All fees that will be charged to the State under any resulting Contract must be identified in writing within the Bid or Proposal, and must be identified on the Bidder's bid schedule pricing or on the Offeror's cost proposal pricing.
- 44. COMMINGLING OF FUNDS:** Contractor cannot commingle the State's funds with other funds.
- 45. CONTROL OF CLAIMS:** In the event that the Contractor indemnifies the State for a third party claim against the State, the Contractor may not take control of the defense of any claim against the State without the State's written consent.