BANNOCK COUNTY
REQUEST FOR PROPOSAL (RFP)

4th of July Celebration Fireworks Display

Issue Date October 21, 2026

TABLE OF CONTENTS

1 RFP ADMINISTRATIVE INFORMATION 1

2 OVERVIEW 2

2.1 Purpose 2
2.2 Annual Display Budget & Maximum Contract Value 2
2.3 Questions 2
2.4 Proposal Preparation Costs 3
2.5 Interviews 3
2.6 Delivery to County 3
2.7 Acceptance & Rejection 4
2.8 Disclosure of Proposer's Confidential Information 4
2.9 Signature of Proposer's Agent 4

3 INSTRUCTIONS FOR PROPOSAL SUBMISSION 5

3.1 Proposal submission 5
3.2 File Format 5
3.3 Proposal Format 5
3.4 Submission Modification 6
3.5 Timely Submission 6
3.6 Additional Information 7
3.7 Negotiations 7

4 (ME) SCOPE OF WORK 8

4.1 (ME) Description of Fireworks Display for 2027 8
4.1.1 (ME) Show Design & Program Selection 8
4.1.2 (ME) Experience, Safety, and Qualifications 8
4.1.3 (ME) Cost and Value 9
4.1.4 (ME) Professional References & Past Performance 9
4.1.5 County Responsibilities 9
4.2 Safety Requirements 9
4.3 Safety Enforcement 10
4.4 Invoicing 10
4.5 Laws and Licensure 10
4.6 Discounts 10

5 COST PROPOSAL 11

5.1 (ME) Cost Proposal 11

6 MANDATORY PROPOSAL DOCUMENTS 12

6.1 (M) Cover Letter 12
6.2 (M) Acknowledgement of Amendments 12
6.3 (M) Authorized to Sign for the Proposer 13
6.4 (M) Conflict of Interest 13
6.5 (M) Bid Rigging 13
6.6 (M) Barred or Suspended 13
6.7 (M) Certificate of Insurance 13

7 CONTRACTUAL AGREEMENT 14

7.1 TRADE SECRETS 14
7.2 CONTRACT MONITORING 14
7.3 PROTEST FROM THE PROPOSER 14
7.4 WAIVERS 15

8 PROPOSAL REVIEW, EVALUATION, AND AWARD 16

8.1 REVIEW 16
8.2 EVALUATION 16
8.3 EVALUATION CRITERIA 17
8.4 AWARD 18

APPENDIX A - PROPOSED CONTRACT 19

1 Request for Proposal (RFP) Administrative Information

RFP Title:	Bannock County 4th of July Celebration Fireworks Display
RFP Project Description:	Bannock County is requesting 5-year proposals for the purpose of providing a community firework display for a 4th of July celebration at the Event Center Bannock Soccer fields, Olympus Road in Pocatello, Idaho.
RFP Lead:	Shanda Crystal, Chief Procurement Officer Bannock County 624 East Center, Room 101 Pocatello, ID 83201 shandac@bannockcounty.gov 208-236-7214
Submit proposals:	Upload electronic proposals and documents at https://bannockcounty.bonfirehub.com/portal/?tab=openOpportunities
Publish Notice:	October 21 and 28, 2026
Deadline To Receive Questions:	November 2, 2026, at 5:00 p.m. Mountain Time
Deadline for County to Respond to Questions:	On or before November 4, 2026, at 5:00 p.m. Mountain Time
RFP Closing Date:	November 9, 2026, at 11:30 p.m. Mountain Time
Public Opening of RFP Date:	November 10, 2026, at 10:00 a.m. Mountain Time
Contract Award Date (Anticipated):	November 24, 2026

2 OVERVIEW

2.1 Purpose

Bannock County is requesting proposals for the purpose of providing a community firework display at the Event Center Bannock Soccer fields, Olympus Road in Pocatello, Idaho for a 4th of July celebration for 2027, with an option for four (4) additional years. The display is to be computer designed, musically choreographed, and digitally fired.

The proposal must include a grand finale display. The length of the display should be identified, and must have a minimum length of 18 and maximum length of 26 minutes complete with vendor supplied choreographed music.

Each annual display shall provide a materially distinct program, including changes in choreography, musical selections, effects, sequencing, or other creative elements from the proposer's prior-year Bannock County display.

2.2 Annual Display Budget and Maximum Contract Value

As in past years, Bannock County has established a maximum amount of **$100,000 for each annual fireworks display**. Proposers shall submit proposed shows for each contract year separately. The proposed price for any individual annual display shall not exceed $100,000.

The County anticipates an initial contract term for one annual display, with options to renew for up to four (4) additional one-year terms. If all renewal options are exercised, the **maximum potential value of the Contract is $500,000**.

The $500,000 maximum potential contract value does not represent a guarantee or commitment by Bannock County to purchase five annual displays or expend the full amount. Each annual renewal is contingent upon satisfactory Proposer performance, the County's decision to exercise the renewal option, and the appropriation and availability of funds through Bannock County's annual budget process.

The County shall have no obligation for an annual display unless funds have been appropriated and the County has authorized that year's services in accordance with the Contract.

2.3 Questions

2.3.1 This Solicitation is issued by the Bannock County Commissioners. The RFP Lead is the only contact for this Solicitation. All correspondence must be in writing. In the event that it becomes necessary to revise any part of this RFP, changes will be communicated to all proposers by addendum on Bannock County's e-Procurement Portal at https://bannockcounty.bonfirehub.com/portal/?tab=openOpportunities . Each addendum becomes an integral part of this RFP and contains important information, possibly including significant changes to this RFP. Bannock County will not accept any proposer's communications by any other means, except as specifically stated in this RFP.

It is the responsibility of parties interested in this RFP to confirm with the RFP Lead regarding any updates or addendums. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be communicated to all known RFP Holders via the e-Procurement Portal to be valid. Alternate proposals are not allowed.

2.3.2 Questions or other correspondence must be submitted in writing to the RFP Lead electronically through the Opportunity Q&A on this Solicitation. Official answers to all questions received will be communicated to all proposers by posted addendum on Bannock County's e-Procurement Portal.

QUESTIONS MUST BE RECEIVED BY 5:00 P.M. MOUNTAIN TIME ON THE DATE LISTED IN THE RFP ADMINISTRATIVE INFORMATION.

2.3.3 Any questions regarding the Bannock County's Appendix A – Proposed Contract must also be submitted electronically through the Opportunity Q&A, by the deadline identified in the RFP Administrative Information. Bannock County may 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 County's consideration that is consistent in content, context, and form with the County's requirement that is being questioned.

3. Explanation of how the County's acceptance of the recommended verbiage is fair and equitable to both the County and to the party submitting the question.

2.3.4 **Proposals which condition the proposal based upon the County accepting other terms and conditions not found in the RFP, or which take exception to the County's terms and conditions, will be found non-responsive, and no further consideration of the proposal will be given.**

2.4 Proposal Preparation Costs

Costs for developing proposals pursuant to this RFP are entirely the responsibility of the proposer. They shall not be chargeable to the County. By submitting a proposal, the proposer agrees that the contents of the submittals and any supporting analysis will become the property of Bannock County.

2.5 Interviews

As provided herein, interviews may be conducted with any or all responsive proposer(s) whose proposal is determined to be reasonably acceptable of being selected for award. The County will not be liable for any costs incurred by the proposer in connection with such interview (i.e. travel, accommodations, etc.).

2.6 Delivery to County

Proposals will only be received by the County's e-Procurement portal, Bonfire; no facsimile proposals will be accepted. It is the proposer's responsibility to ensure that the proposal is received on time.

2.7 Acceptance and Rejection

The County reserves the following rights:

- To reject any or all submittals, or any part thereof;
- To reissue the Request for Proposal;
- To invite additional proposers to the RFP;
- To request additional information and data from any or all proposers;
- To extend the date for submission of responses;
- To supplement, amend, or modify the RFP and cancel this request with or without the substitution of another RFP;
- To disqualify any proposer who fails to provide information or data requested herein or who provides inaccurate or misleading information or data;
- To disqualify any proposer based on any real or apparent conflict of interest;
- To waive any minor defects in the submittal if this is to the advantage of the County; and
- To accept the submittal that is in the best interest of the County.

The County's decision shall be final. The County's waiver of a minor defect shall in no way modify the RFP or excuse the proposer from full compliance with its obligations if a proposer is awarded the contract. The County reserves the right to let separate agreements on any aspect of the work.

Proposals that contain false or misleading statements or provide references that do not support an attribute or condition claimed by the proposer may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposer, the statement shall be rejected.

2.8 Disclosure of Proposer's Confidential Information

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the Idaho Public Records Request Act, Idaho Code §74-102, information use and disclosure are governed by this Act.

Proposals will be kept confidential until negotiations and recommendation of award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public. A proposer's designation of information as confidential or a trade secret does not, by itself, determine whether the information is exempt from disclosure. Proposers must specifically identify and state the legal basis for any claimed exemption. Bannock County will make disclosure determinations in accordance with applicable law.

2.9 Signature of Proposer's Agent

Each proposal and any clarification to that statement shall be signed by an officer of the Proposer or a designated agent empowered to bind the proposer in a contract.

3 INSTRUCTIONS FOR PROPOSAL SUBMISSION

3.1 Proposal Submission

Proposals must be submitted online through Bannock County's e-Procurement Portal. Upload electronic proposals and documents at https://bannockcounty.bonfirehub.com/portal/?tab=openOpportunities Should there be any doubt as to any meaning or intent of any RFP statement or provision, the Proposer should submit their inquiries in writing as prescribed. No changes may be made in the phraseology of the forms nor may the Proposer add any phraseology conditioning the acceptance of the award.

Browser cookies must be enabled. Proposers should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit Bonfire's help forum at https://bonfirehub.zendesk.com/hc

3.2 File Format

Submission materials should be prepared in the file format listed under Requested Information for this opportunity in the Bonfire Portal; the maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

3.3 Proposal Format

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

3.3.1 Evaluation Codes

(M) Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Proposer's Proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Specification - failure to comply will render Proposer's Proposal non-responsive and no further evaluation will occur. The Proposer is required to respond to this specification with a detailed response identifying their understanding and how they will comply. Points will be awarded based on predetermined criteria.

(E) Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Proposer's ability or inability to supply the item or service or meet the specification. Failure to respond will result in zero (0) points awarded for the specification. If available, Proposer is to respond to this specification with a detailed response identifying its understanding and how it will comply, and points will be awarded based on predetermined criteria.

3.3.2 Table of Contents

Include a table of contents in the proposal identifying the contents of each section, including page numbers of major Sections.

3.3.3 Format

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Sections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and number followed with your response.

Proposers are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP Section from the Proposer's response.

3.4 Submission Modification

Proposers will have the ability to modify their submissions up to the Submission Deadline listed for this Solicitation directly through the e-Procurement Portal. Any proposal may be withdrawn prior to the scheduled date and time set for the proposal opening by clicking un-submit within the e-Procurement Portal by the proposer or their authorized agent. No proposal may be withdrawn after the date and time set for the proposal opening.

If your proposal contains trade secret information which you have identified, you must also submit a redacted copy of the Proposal (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 Section 7.1, below) of all trade secret information which was removed or blacked out in the redacted copy.

3.5 Timely Submission

Proposers are solely responsible to ensure timely submission of their proposals to the County via the eProcurement Portal as given in this solicitation. Proposals must be uploaded, submitted, and finalized prior to the Closing Date and time listed in the RFP Administrative Information. It is strongly recommended that proposers give themselves sufficient time and at least ONE (1) day before the Closing Date to begin the uploading process and to finalize their submissions.

The County's e-Procurement portal clock is the official clock for the determination of all deadline dates and times. Without exception, proposals will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections.

Bannock County assumes no responsibility for failure of any computer or other equipment to deliver all or a portion of the proposal at the time and in the manner required by the solicitation. Neither Bonfire nor the County warrant that access to and use of the Bonfire website will be free from interruptions or free from errors, nor shall Bonfire or the County be responsible for any inadvertent disclosure of proposal repository information or any unauthorized access to proposal repository information by third persons.

In the case of disruption of electronic communications or loss of services by Bonfire within two (2) hours prior to the deadline for submission of proposals, the County will delay the deadline for proposal submissions to ensure the ability of potential proposers to submit proposals. If this occurs, instructions will be communicated to known Plan Holders.

3.6 Additional Information

a) It is the proposer's responsibility to furnish the County with sufficient data to determine whether or not the products(s), service(s), and/or supplies offered conform to the specified requirements.
b) The County will not be liable for any cost incurred in the preparation of proposals.
c) The submission of a proposal shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work will be performed.
d) Proposer shall furnish the County such additional information as the County may reasonably require.
e) The County reserves the right to conduct personal interviews of any or all proposers prior to selection. The County will not be liable for any costs incurred by the proposer in connection with such interview (i.e., travel, accommodations, etc.).
f) The County reserves the right to conduct pre-contract negotiations with any or all potential proposers.
g) The County reserves the right to reject any or all proposals, the right of the County in its sole discretion to accept the proposal(s) it considers most favorable to the County's interest and the right to waive minor irregularities in the procedures. The County further reserves the right to reject all proposals and seek new proposals when such procedure is reasonably in the best interest of the County.
h) Certain financial information of the County, including financials and budgets, can be accessed at https://www.bannockcounty.us/auditor/.

3.7 Negotiations

Discussions and best and final offers cannot be guaranteed to occur.

4 SCOPE OF WORK (ME)

The scope of services requested by this RFP is to provide the following professional and expert services. Qualified proposers shall submit a proposal to provide a community firework display for an amount not to exceed $100,000. The County reserves the right to adjust the NTE amount according to the sponsorship received.

The proposal must include a grand finale display. Identify the length of the display which must have a minimum length of 18 minutes and maximum length of 26 minutes, complete with vendor supplied choreographed music.

The show will take place at approximately 10:00 p.m. at the Event Center Bannock Soccer Fields, Pocatello Idaho. Attendance at the event location in 2026 was estimated to be 25,000 – 30,000. Each proposal is required to include a description of the show that will allow for easy understanding – by non-industry professionals – of what can be expected. A video of a similar sized show would be helpful.

Proposers must be properly licensed and secure necessary permits wherever applicable. Services to be performed must be in compliance with (or exceed) all provisions of Bannock County requirements and ordinance, and all other applicable State and Federal laws and regulations, including, without limitation, using a licensed pyrotechnic operator in connection with the handling and display of fireworks, clearly defined safety perimeters, combing the grounds for any live materials around the site immediately following the fireworks display, providing sufficient personnel at the fireworks discharge site in order to ensure a safe public display, and obtaining all necessary licenses and permits. The awarded proposer will be required to provide proof of sufficient insurance naming Bannock County and all show sponsors as additional insured.

In the event the show is completely canceled due to weather conditions, (as determined by County personnel) the County reserves the right to delay, reschedule, or to completely cancel the display. Proposer is to outline in their proposal what cost, if any, proposer may charge if show is postponed or completely canceled due to weather conditions.

4.1 (ME) Description of Fireworks Display for 2027

4.1.1 (ME) Show Design & Program Selection (300 points)

Include a description of the show that will allow for easy understanding – by non-industry professionals – of what can be expected; a video of a similar sized show would be helpful. Include the following:

1) Length of show – **SHOW MUST BE AT LEAST 18 MINUTES.**
2) High quantity special effects shells, i.e. multiple break shells, size of shells, amount of shells per minute, lack of dead air time.
3) Dead Spots – The maximum number of seconds with no shells exploding shall be 5 seconds.

4.1.2 (ME) Experience, Safety, and Qualifications (250 points)

Include the following:

1) Experience and qualifications of pyro-technicians, size of crew, and number of shooters onsite.
2) Previous experience, if any, with Bannock County regarding professionalism and ability to fulfill contract.

3) Length and quality of company experience.
4) Performance of other fireworks display shows, including safety record for the last three years.
5) Previous material violations, if any, of federal, state, or local regulations.
6) Specific references from the past three years with contact names, addresses, emails, and phone numbers.

4.1.3 (ME) Cost and Value (350 points)

Complete fireworks show per proposal and specifications, including the following:

1) Price of display
2) Proposer may be interested in becoming a sponsor of the celebration. If interested, describe what the sponsorship would include
3) All licenses and required permits
4) Transportation, unless otherwise noted, all freight and shipping must be prepaid. All freight charges must be included in prices submitted on proposal.
5) Discounts, any discounts allowed must be noted and reflected in proposal figures and not entered as separate pricing on the proposal form.
6) Price for delay of show
7) Price for rescheduling show
8) Price for cancellation of show

4.1.4 (ME) Professional References & Past Performance (100 points)

Provide five (5) comparable public fireworks displays performed during the last three (3) years, including at last two (2) displays of similar attendance, budget, complexity, and show duration. Identify owner, location, year, approximate show value, attendance if known, and reference contract information.

4.1.5 County Responsibilities

1) Police presence to be available for patrolling display area to maintain a safety zone around the launch area.
2) A member from the County staff to coordinate with proposer.
3) Agrees to water down all grass in the fallout zone the day of the event, and have fire support on site during the display.
4) Agrees to supply sand delivered to the launch site by July 1st, and supply a tractor or bobcat with both a bucket and forks for crew use on July 2nd-4th.
5) Agreed to supply site security on the night of July 2nd-July 3rd (6pm-9am) and July 4th (11pm-10am).

4.2 Safety Requirements

Proposer shall obtain the necessary onsite pre-job safety instructions from County personnel, prior to conducting any work. Proposer shall abide by all county, local, state, and federal safety policies, and regulations, including the use of required PPE, high visibility construction attire, etc.

A defined pre-event safety and production plan is required from the successful proposer covering:

- proposed discharge/site layout;
- firing system and backup procedure;
- staffing and responsible pyrotechnic operator;

- shell/effect inventory or proposed product mix;
- safety-zone requirements;
- weather/wind postponement criteria;
- misfire/dud procedures;
- post-display site inspection and cleanup;
- emergency coordination; and
- permits and agency approvals.

Proposer will be responsible for safety related to and during the performance of the work hereunder. Proposer will ensure that Proposer's employees and the employees of the sub-contractors are notified of, and observe and abide by, all safety regulations and laws, including but not limited to directions given by County personnel. Proposer shall include provisions for compliance with all safety requirements.

4.3 Safety Enforcement

Should the Proposer violate any health, safety, or traffic regulation, a Notice of Unsafe Condition will be issued to the Proposer for immediate correction. It is specifically understood and agreed that the County reserves the right to suspend the work wholly or in part due to unresolved safety disputes. No additional compensation or contract time will be allowed for the period the work is suspended. Should the Proposer continue with the disputed work after having received a written notice of suspension, any work performed by the Proposer during the suspension shall be considered as having been done at the Proposer's own risk as a volunteer and shall not entitle the Proposer to compensation or any other right under the contract.

4.4 Invoicing

The Proposer must deliver/email an invoice to the Facilities Director within ten (10) business days after completing the project. The Proposer's invoice must include the following information:

- Date
- Proposer name, address, phone, and email
- Reference PO
- Description of project completed
- Breakdown of materials used and labor costs

Failure to include all of this information may result in the withholding of payment, without penalty, until a properly executed invoice is received.

4.5 Laws and Licensure

All proposals shall comply with current federal, state, local, and other laws relative thereto. Proposer must hold all necessary and applicable insurance, as well as all business and professional licenses. Proposer must provide evidence of proper licensure to the County upon the County's request.

4.6 Discounts

Describe any available discounts, such as partial year, prepayment, multi-unit purchases, etc that are available to the County.

5 COST PROPOSAL

5.1 (ME) Cost Proposal

Submit response in Bonfire with complete costs in connection with the Scope of Work for each annual firework display for years 1 – 5, showing details for each proposed firework display. Detail any costs not listed for consideration.

Proposer shall submit total project cost for project as proposed.

Bannock County has established a maximum amount of **$100,000 for each annual firework display**. Proposers shall submit proposed firework displays for each contract year separately. The proposed price for any individual annual display shall not exceed $100,000.

The County anticipates an initial contract term for one annual display, with options to renew for up to four (4) additional one-year terms. If all renewal options are exercised, the **maximum potential value of the Contract is $500,000**.

The $500,000 maximum potential contract value does not represent a guarantee or commitment by Bannock County to purchase five annual displays or expend the full amount. Each annual renewal is contingent upon satisfactory Proposer performance, the County's decision to exercise the renewal option, and the appropriation and availability of funds through Bannock County's annual budget process.

The County shall have no obligation for an annual display unless funds have been appropriated and the County has authorized that year's services in accordance with the Contract.

Proposers shall provide a separate firm price for each potential annual display. No annual display price may exceed $100,000. The Cost Proposal shall identify the price for each contract year and the total potential price for all five years. The total potential price is provided for evaluation and contract administration purposes only and does not obligate the County to exercise any renewal option or expend funds that have not been appropriated.

6 MANDATORY PROPOSAL DOCUMENTS

6.1 (M) Cover Letter

The Technical Proposal must include a cover letter on official letterhead of the Proposer; with the Proposer's name, mailing address, telephone number, e-mail address, and name of Proposer's authorized signer. The cover letter must identify the RFP Title, and must be signed by an individual authorized to commit the Proposer to the work proposed. In addition, the cover letter must include:

6.1.1 A statement indicating the Proposer's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the Contract Terms and Conditions included in Appendix A.

6.1.2 A statement of the Proposer's compliance with affirmative action and equal employment regulations.

6.1.3 A statement that Proposer has not employed any company or person other than a bona fide employee working solely for the Proposer or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Proposer or a company regularly employed by the Proposer as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract. The Proposer must affirm its understanding and agreement that for breach or violation of this term, the County has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

6.1.4 A statement that Proposer is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Proposer information is available on the Internet at: https://sam.gov.

6.1.5 A statement affirming the Proposal will be firm and binding for forty-five (45) calendar days from the Proposal opening date.

6.1.6 A statement that the Proposer warrants that it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will 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.

6.2 (M) Acknowledgement of Amendments

If the RFP is amended, the Proposer must acknowledge each amendment by confirming yes to the question in Bonfire portal. Failure to respond 'yes' to the question regarding amendment acknowledgement with the Proposal may result in the Proposal being found non-responsive.

6.3 (M) Authorized to Sign for the Proposer

Proposer must acknowledge they are authorized to bind the named proposer to the proposal submitted by confirming yes to the question in the Bonfire portal. Failure to respond 'yes' to the question regarding authority to bind proposer may result in the proposal being found non-responsive.

6.4 (M) Conflict of Interest

Proposer must acknowledge the company does not have a conflict of interest in submitting a proposal for this solicitation, either perceived or real by confirming yes to the question in the Bonfire portal. Failure to respond 'yes' to the question regarding conflict of interest may result in the proposal being found non-responsive.

6.5 (M) Bid Rigging

Proposer must acknowledge they did not secretly conspire with other proposers to agree in advance who will submit the winning proposal, otherwise known as bid rigging, by confirming yes to the question in the Bonfire portal. Failure to respond 'yes' to the question regarding bid rigging may result in the proposal being found non-responsive.

6.6 (M) Barred or Suspended

Proposer must acknowledge they are not barred nor suspended from doing business with the Federal Government as confirmed using the website https:\\www.sam.gov by confirming yes to the question in the Bonfire portal. Failure to respond 'yes' to the question regarding being barred or suspended may result in the proposal being found non-responsive.

6.7 (M) Barred or Suspended

Proposer must acknowledge the company's ability to furnish a certificate of insurance prior to entering into contract with Bannock County, in accordance with the insurance requirements set forth in the Proposed Contract included in Appendix A.

7 CONTRACTUAL AGREEMENT

7.1 Trade Secrets

Identify each page of the proposal that you believe contains a "trade secret" within the definitions of the Idaho Public Records Act. Proposers must:

7.1.1 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."

7.1.2 Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your proposal; 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 County'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 and how the exempting the material complies with the Public Records Law.

7.1.3 Indemnify and defend the County against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a "trade secret" designation and exemption from public disclosure; or for the Proposer's failure to designate individual documents as exempt from public disclosure. The Proposer's failure to designate as exempt any document or portion of a document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any such release. If the County receives a request for materials claimed exempt by the Proposer, the Proposer shall provide the legal defense for such claim.

7.2 Contract Monitoring

Proposer shall be responsible for the completion of all work services set out in the contract. All work services are subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the proposer's place of business that are related to the performance of the contract. If the County requires such an inspection, the Proposer shall provide reasonable access and assistance.

7.3 Protest from the Proposer

Any protests concerning the specifications, proposal procedures, or method of evaluation must be made in writing and received by the County at least three (3) business days before the date and time upon which proposals are scheduled to be opened. Failure to timely raise such protest in writing shall be deemed to operate as a waiver as to any objections that may have been raised on the part of the proposer.

7.4 Waiver

Specifications and manufacturer's models noted in this proposal are those that are acceptable to the County. All deviations from these specifications must be listed. Failure to list all deviations from the specifications is an informality and irregularity which shall be a basis for the County to deem that proposal void and non-responsive, unless such deviations are waived by the County.

8 PROPOSAL REVIEW, EVALUATION, AND AWARD

The objective of the County in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

8.1 Review

All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in **Sections noted with an (M) or (ME)**. Any Proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.

Proposal(s) will be reviewed first on a "pass" or "fail" basis to determine compliance with those requirements listed in the RFP with an **(M) or (ME)**. All Proposals which are determined by the County, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.

8.2 Evaluation

Proposals that satisfy the mandatory submission requirements will be evaluated by a Proposal Evaluation Team using the criteria and maximum point values identified in Section 8.3.

Each evaluator will independently score the Technical Proposal based solely on the information submitted in the Proposal and the evaluation criteria stated in this RFP. The maximum Technical Proposal score is **650 points**, distributed as follows:

Evaluation Category	Maximum Points
Show Design and Program	300
Experience, Safety, and Qualifications	250
Professional References and Past Performance	100
Total Technical Points	650

The evaluators' scores for each Evaluation Category will be summed to determine the Proposal's final Technical Score. Technical scores will not be normalized against the score of another Proposer.

The Cost Proposal will be evaluated separately and is worth a maximum of 350 points. The responsive Proposal with the lowest evaluated cost will receive the full 350 Cost Points. All other responsive Proposals will receive Cost Points using the following formula:

Cost Points = (Lowest Evaluated Cost ÷ Proposer's Evaluated Cost) × 350

For purposes of cost evaluation, the County will use the [total five-year proposed cost / annual display cost / other defined evaluated cost] identified in Section 5.

Example for Cost Points:

- Proposer A evaluated cost: $90,000
- Proposer B evaluated cost: $100,000

Proposer A receives 350 Cost Points.

Proposer B receives:

($90,000 ÷ $100,000) × 350 = 315 Cost Points

The maximum available score is 1,000 points:

Technical Score + Cost Score = Total Proposal Score

Example of Total Points:

	Proposer A	Proposer B
Technical Score	575	620
Cost Score	350	315
Total Score	925	935

Subject to the County's reserved rights stated in this RFP, the County intends to recommend award to the responsive Proposer whose proposal receives the highest Total Proposal Score based on the evaluation criteria and scoring methodology stated in this RFP.

8.3 Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements — Pass/Fail
- Cover Letter
- Authorize to sign and submit response
- Acknowledgement of Amendments
- Conflict of Interest
- No Bid Rigging
- Not Barred or Suspended
- Certificate of Insurance

Section 4
- Technical Proposal — 650 points
  - Show Design & Program Selection — 300 points
  - Experience, Safety, & Qualifications — 250 points
  - Professional Reference — 100 points

Cost Proposal	350 points
Total Points	**1,000 points**

8.4 Award

Award will be made by the Board of County Commissioners to the responsive Proposer whose proposal receives the highest Total Proposal Score, subject to the County's reserved rights and availability of appropriated funds. The evaluation and award will be based solely upon the selection criteria and scoring methodology established in this RFP.

If all proposals are higher than the maximum appropriated funds, the County reserves the right to request a best and final offer from the proposal with the highest score OR reject all proposals.

APPENDIX A – PROPOSED CONTRACT

AGREEMENT made between Bannock County, a political subdivision of the State of Idaho, herein "*COUNTY*" and _____ herein "*CONTRACTOR*".

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK: *COUNTY* engages *CONTRACTOR* to perform the work associated with the 4th of July Celebration Fireworks Display Request for Proposal as referenced and incorporated hereto.

2. EFFECTIVE DATE: Contract for said services rendered from date contract is fully executed through September 30, 2027 with four (4) additional one-year terms available. COUNTY may, at its sole option, renew the Agreement for up to the four (4) additional one-year terms, subject to appropriation of funds, satisfactory contractor performance, and written confirmation of renewal by the County.

3. COMPENSATION: *COUNTY* agrees to pay *CONTRACTOR* for their services rendered under this Agreement an amount not to exceed $100,000.00 (One Hundred Thousand Dollars) for one annual display. COUNTY anticipates an initial contract term for one annual display, with options to renew for up to four (4) additional one-year terms. If all renewal options are exercised, the maximum potential value of the Agreement is $500,000.

The $500,000 maximum potential agreement value does not represent a guarantee or commitment by Bannock County to purchase five annual displays or expend the full amount. Each annual renewal is contingent upon satisfactory Contractor performance, the County's decision to exercise the renewal option, and the appropriation and availability of funds through Bannock County's annual budget process.

The County shall have no obligation for an annual display unless funds have been appropriated and the County has authorized that year's services in accordance with the Contract.

The parties agree that *CONTRACTOR* will invoice *COUNTY* for payment under this Agreement for services rendered herein. CONTRACTOR verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in CONTRACTOR's professional judgement, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

4. NOTICES: Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Bannock County
Commission Office
624 East Center, Room 101
Pocatello, Idaho 83201

(Contractor's Information)

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provide by Section 4 (Notices) herein.

5. INDEPENDENT CONTRACTOR RELATIONSHIP: *CONTRACTOR* is an independent contractor and is not an employee, servant, agent, partner, or joint venture of *COUNTY and is not entitled to works compensation, unemployment benefits, or any other benefit of employment with the COUNTY. COUNTY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONTRACTOR's supplies or*

equipment. CONTRAQCTOR agrees to pay and be responsible for all taxes due from the compensation received under this agreement.

6. BEST EFFORTS: CONTRACTOR represents that CONTRACTOR will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to COUNTY's reasonable satisfaction.

7. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of *CONTRACTOR* or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that it is responsible to pay, according to law, *CONTRACTOR's* income tax. *CONTRACTOR* further understands that it may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

8. LICENSES AND LAW: COUNTY relies upon CONTRACTOR's professional ability and training as material inducement to enter into this agreement. *CONTRACTOR* represents that it possesses the skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder. COUNTY's acceptance of CONTRACTOR's work shall not constitute a waiver or release of CONTRACTOR from professional responsibility.

9. FRINGE BENEFITS: Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *COUNTY*.

10. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: *CONTRACTOR* shall supply, at *CONTRACTOR's* sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided.

11. FORCE MAJEURE: The Agreement is subject to force majeure, including without limitation, accidents, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, weather conditions, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the parties. The CONTRACTOR shall not be held responsible for reasonable delays caused by such events but shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance. Shortage of available labor shall not be considered excusable under this force majeure clause.

12. ASSIGNMENT: It is expressly agreed and understood by the parties hereto, that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

13. CHANGES: COUNTY may, from time to time, request changes in the Services to be performed hereunder. Such changes, and any increase or decrease in CONTRACTOR'S compensation, shall be effective only if they are in the form of mutually executed written amendment(s) to this Agreement.

The party desiring the revision shall request amendment(s) to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.

No verbal agreements or conversations prior to execution of the Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduce to writing according to the applicable provisions of this Agreement.

14. NON-APPROPRIATION: Expenditures not appropriated by COUNTY in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

15. REMEDIES FOR NON-PERFORMANCE: In the event the CONTRACTOR fails to perform the services required under this Agreement in accordance with its terms, the COUNTY may, after providing written notice of such failure and a reasonable opportunity to cure (not to exceed three [3] calendar days unless otherwise agreed), exercise one or more of the following remedies:

1. Require the CONTRACTOR to promptly re-perform, at no additional cost to the COUNTY, any work determined to be deficient or unsatisfactory;

2. Withhold payment, in whole or in part, until such deficiencies are corrected;

3. Obtain substitute services from another source, and charge the CONTRACTOR for any additional costs incurred by the County;

4. Pursue any other remedy available at law or equity.

If, in the sole discretion of the COUNTY, the CONTRACTOR's failure to perform creates an immediate risk to public health, safety, or the protection of COUNTY facilities, the COUNTY may, without prior notice, obtain substitute services and charge the CONTRACTOR for any and all costs incurred.

Repeated or material failures by the CONTRACTOR to provide services in accordance with the Agreement shall constitute cause for termination. Upon such termination, the COUNTY may procure substitute design services and the CONTRACTOR shall be liable for any additional costs incurred by the COUNTY through the completion of the contract term.

16. CUMULATIVE REMEDIES: The remedies provided herein shall be cumulative and not exclusive, and the COUNTY's decision to exercise any remedy shall not be deemed a waiver of its right to pursue additional remedies.

17. TERMINATION FOR CAUSE: If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. If this Agreement is terminated for cause, CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR, and COUNTY may withhold any payments to CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. This provision shall survive the termination of this Agreement and shall not relieve CONTRACTOR of its liability to COUNTY for damages.

18. TERMINATION FOR CONVENIENCE: COUNTY may terminate this Agreement, in whole or in part, for its convenience by providing CONTRACTOR at least thirty (30) days' written notice. The notice shall identify the effective date and the portion of the Agreement being terminated.

Upon receipt of the notice, CONTRACTOR shall discontinue the terminated work as directed by COUNTY and shall take reasonable steps to minimize additional costs.

If COUNTY terminates this Agreement for convenience, CONTRACTOR shall be entitled to payment for:

1. Services satisfactorily performed and accepted by COUNTY through the effective date of termination; and
2. Reasonable, documented, non-cancelable direct costs incurred specifically for the affected annual display before CONTRACTOR received notice of termination, to the extent such costs cannot reasonably be avoided, recovered, returned, or used for another customer.

CONTRACTOR shall not be entitled to payment for anticipated profits, lost business opportunities, or services not performed.

Any amounts previously paid by COUNTY shall be credited against amounts otherwise due under this Section.

Termination for convenience does not affect any rights or obligations that accrued before the effective date of termination and does not relieve CONTRACTOR of obligations that expressly survive termination.

This Section does not govern delay, rescheduling, or cancellation of an annual fireworks display due to weather, fire conditions, public safety concerns, or similar event-specific circumstances. Those matters shall be governed by the applicable provisions of this Agreement concerning delay, postponement, and cancellation.

19. WARRANTY: *CONTRACTOR* warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

20. INDEMNIFICATION: All acts or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of COUNTY.

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, representatives, and volunteers from and against claims, damages, losses, liabilities, judgments, and reasonable costs and expenses, including reasonable attorney fees, to the extent caused by the negligent professional acts, errors, or omissions of CONTRACTOR or any person or entity for whom CONTRACTOR is legally responsible in the performance of professional services under this Agreement or an authorized Task Order.

CONTRACTOR shall not be required under this provision to indemnify COUNTY for liability resulting from the sole negligence or willful misconduct of COUNTY or its officers, employees, agents, or representatives.

The obligations established by this subsection are independent of, and in addition to, the insurance requirements of this Agreement and shall survive completion, expiration, or termination of this Agreement to the extent permitted by law.

21. INSURANCE PROVISIONS: Without limiting COUNTY's right to indemnification, CONTRACTOR shall, prior to commencing any activities under this Agreement, procure and maintain insurance covering claims for bodily injury, death, or property damage arising out of or in connection with the performance of the work by CONTRACTOR or its agents, representatives, employees, or subcontractors. CONTRACTOR shall provide certificates of insurance and copies of applicable additional insured, primary and noncontributory, and other endorsements, required by this Agreement prior to commencing work. Upon request, the CONTRACTOR shall also provide relevant policy forms or exclusions necessary to verify coverage for fireworks and pyrotechnic operations, spectators, shooters, crew members, and other material exposures. Minimum insurance coverage shall be maintained as follows:

(A) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY: Workers' compensation as required by Idaho law, and Employers Liability coverage with limits of not less than $500,000 each accident, $500,000 disease-each employee, and $500,000 disease-policy limit. CONTRACTOR shall ensure that all employees, shooters, assistants, crew members, and other persons required by applicable law to be covered are insured under applicable workers' compensation coverage.

(B) COMMERCIAL GENERAL LIABILITY: CONTRACTOR shall maintain commercial general liability insurance written on an occurrence basis, including coverage for premises and operations, bodily injury, property damage, contractual liability, personal and advertising injury, products-completed operations, and liability arising from the acts of subcontractors or independent contractors, as applicable. Coverage shall have limits of not less than $1,000,000 each occurrence, $2,000,000 aggregate, and $2,000,000 products-completed operations aggregate. Coverage shall specifically include fireworks and pyrotechnic display operations, including bodily injury and property damage claims involving spectators and members of the public, and shall not contain any fireworks, explosives, spectator, or similar exclusion that materially restricts or eliminates the coverage required by this Agreement. Any exclusion applicable to shooters, assistants, crew members, volunteers, or other participants shall be disclosed to COUNTY upon request, and CONTRACTOR shall demonstrate that such persons are otherwise appropriately insured or protected.

(C) AUTOMOBILE LIABILITY: CONTRACTOR shall maintain automobile liability insurance covering owned, hired, and non-owned automobiles, as applicable, with a combined single limit of not less than $1,000,000 per accident for bodily injury and property damage.

(D) UMBRELLA / EXCESS LIABILITY: CONTRACTOR shall maintain umbrella or excess liability insurance with limits of not less than $1,000,000 per occurrence and aggregate, providing coverage excess of the required commercial general liability, automobile liability, and employers liability policies and following the underlying coverage as applicable. Any applicable umbrella or excess liability coverage shall follow the underlying additional-insured status and shall not exclude fireworks or pyrotechnic operations otherwise covered by the underlying policies.

21.1 ENDORSEMENTS. To the extent commercially available, the commercial general liability, automobile liability, and applicable umbrella or excess liability policies shall include COUNTY and its elected and appointed officials, officers, employees, agents, and authorized volunteers as additional insureds. The coverage afforded to such additional insureds shall be primary and noncontributory with respect to any insurance, reciprocal insurance, or self-insurance maintained by COUNTY.

To the extent commercially available, required policies shall contain an endorsement providing at least thirty (30) days prior written notice to COUNTY of cancellation or nonrenewal. If CONTRACTOR receives less than thirty (30) days' notice of cancellation, nonrenewal, or any material reduction or modification in coverage, CONTRACTOR shall notify COUNTY immediately upon receipt of such notice.

21.2 EXCESS LIMITS. If CONTRACTOR maintains insurance limits greater than the minimum limits required by this Agreement, including applicable umbrella or excess liability coverage, COUNTY shall be entitled to the benefit of such higher limits for any covered loss arising from CONTRACTOR's services or obligations under this Agreement. The insurance limits required herein are minimum requirements only and shall not limit CONTRACTOR's liability, indemnification obligations, or other responsibilities under this Agreement.

21.3 EXCEPTIONS. COUNTY may reduce or modify an insurance requirement only through the Board of County Commissioners or other properly delegated County authority. Any such reduction or modification shall be documented in writing and shall apply only to the specific coverage, limit, or requirement expressly identified.

21.4 REMEDIES. In addition to any other remedies COUNTY may have, if CONTRACTOR fails to provide evidence of or maintain any required insurance or endorsements within the time required, COUNTY may, at its sole option:

(a) obtain such substitute or protective insurance as may be commercially available and charge the reasonable cost thereof to CONTRACTOR or deduct such cost from amounts otherwise due;

(b) order CONTRACTOR to stop work and/or withhold any payment otherwise due until CONTRACTOR demonstrates compliance with this Agreement; and/or

(c) terminate this Agreement.

The remedies stated above are cumulative and are not exclusive of any other rights or remedies available to COUNTY.

22. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

23. CHOICE OF LAW: The parties have executed and delivered this Agreement in the County of Bannock, State of Idaho. The laws of the State of Idaho shall govern the validity, enforceability, or interpretation of the Agreement. Bannock County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

24. CONFLICTS IN THE AGREEMENT DOCUMENTS: The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict among the Agreement documents, the following order of precedence applies;

1. Executed amendments;
2. Final executed Agreement;
3. RFP addenda, most recent controlling;
4. RFP and County specifications;
5. Contractor's accepted proposal, but only to the extent expressly incorporated into the Agreement.

Qualifications, exclusions, assumptions, or contractor terms in the proposal do not modify County requirements unless the County affirmatively accepts them in writing.

25. CONTRACTOR CERTIFICATIONS: If this Agreement has a total potential value of $100,000 or more and if CONTRACTOR is a company with ten (10) or more employees then the CONTRACTOR certifies that:

(A) Pursuant to Idaho Code §67-2346, CONTRACTOR affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Idaho Code §67-2346;

(B) CONTRACTOR is not engaged 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, as defined in Idaho Code §18-3302(2)(d);

(C) CONTRACTOR is not currently owned or operated by the People's Republic of China and will not for the duration of the Agreement be owned or operated by the People's Republic of China;

(D) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code §18-3302(d); and;

(E) CONTRACTOR verifies that is not an abortion provider or an affiliate of any abortion provider under the No Public Funds For Abortion Act, the terms in this section shall have the meaning defined in Idaho Code Title 18, Chapter 87.

26. ENTIRE AGREEMENT: This is the entire Agreement, including any exhibits referenced, between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by COUNTY or CONTRACTOR other than those contained in it. Parties acknowledge this Agreement can only be modified or amended in writing by the parties.

27. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

28. ATTORNEY FEES: Each party shall be responsible for their own attorney fees in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement except to the extent explicitly authorized by law.

29. SIGNATURE AUTHORITY: The parties executing this agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.