IDAHO

State of Idaho

CHANGE ORDER - 03

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO1387
Account Number:	AC-1
Revision Number:	03
Change Order Date:	November 29, 2016
Service Start Date:	January 1, 2017
Service End Date:	February 28, 2017
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

CRAIG LUND
MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE, ID 83702
Phone: 800 752-4686

Fax: 208 345-7697

Email: craig_lund@deanfoods.com

Buyer Contact

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

Contract Number:

Bill To Address

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

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

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

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

SBPO1387, Statewide Milk for Idaho Institutions (the "Contract") is extended for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed extension letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract extension pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:
Contract initial term: 1/1/12 – 12/31/12. Total estimated amount: $807,933.20.
Renewal 01. Term: 1/1/13 – 12/31/13. Total estimated amount: $950,000.00.
Amendment 1 value: $0.00.
Renewal 02. Term: 1/1/14 – 12/31/14. Total estimated amount: $1,200,000.00.
Renewal 03. Term: 1/1/15 – 12/31/15. Total estimated amount: $1,500,000.00.
Renewal 04. Term: 1/1/16 – 12/31/16. Total estimated amount: $1,500,000.00.
Extension 05. Term: 1/1/17 – 2/28/17. Total estimated amount: $250,000.00.
Total estimated contract value: $6,207,933.20.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
38075	2.00	0	MON	125,000.00	$250,000.00

Item Description #4

Contract period: January 1, 2017 through February 28, 2017.

Delivery Date: November 30, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$250,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$250,000.00

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

Signature :
Signed By : Jason R. Urquhart

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

November 23, 2016

Meadow Gold Dairy
Attn: Brandy Bengoechea

VIA E-MAIL TRANSMISSION
brandy_bengoechea@deanfoods.com

RE: Extension of Contract SBPO1387, a Contract for Dairy Products for Various State of Idaho Agencies, Institutions, and Departments
Expiring 12/31/16

The State of Idaho would like to extend the above referenced contract for a period of Two (2) Months.

The contract extension period is January 1, 2017 to February 28, 2017. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

If the terms of this extension letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

APPROVED: ✓ YES ____ NO

COMPANY: Meadow Gold Dairy

BY: Brandy Bengoechea
(Signature)

Brandy Bengoechea
(Printed Name)

Date: 11/29/2016

UPDATED CONTACT INFORMATION for SBPO1387:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

IDAHO

State of Idaho

CHANGE ORDER - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: SBPO1387

Account Number: AC-1

Revision Number: 02

Change Order Date: October 8, 2015

Service Start Date: January 1, 2016

Service End Date: December 31, 2016

Payment Method: Invoice

Payment Terms: NET30

Currency USD

FOB Instruction: Destination

Attachment(s): ChangeLog.htm :Purchase Order Change

Supplier

CRAIG LUND
MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE, ID 83702
Phone: 800 752-4686

Fax: 208 345-7697

Email: craig_lund@deanfoods.com

Buyer Contact

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

Contract Number:

Bill To Address

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

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

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

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

SBPO1387, Statewide Milk for Idaho Institutions (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:
Contract initial term: 1/1/12 – 12/31/12. Total estimated amount: $807,933.20.
Renewal 01. Term: 1/1/13 – 12/31/13. Total estimated amount: $950,000.00.
Amendment 1 value: $0.00.
Renewal 02. Term: 1/1/14 – 12/31/14. Total estimated amount: $1,200,000.00.
Renewal 03. Term: 1/1/15 – 12/31/15. Total estimated amount: $1,500,000.00.
Renewal 04. Term: 1/1/16 – 12/31/16. Total estimated amount: $1,500,000.00.
Total estimated contract value: $5,957,933.20.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
38075	1	0	ANN	$1,500,000.00	$1,500,000.00

Item Description #4

Contract period: January 1, 2016 through December 31, 2016.

Delivery Date: September 10, 2015
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$1,500,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$1,500,000.00

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

Signature :

Signed By : Jason R. Urquhart

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
BILL BURNS
Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

September 9, 2015

Meadow Gold Dairy
Attn: Brandy Bengoechea

VIA E-MAIL TRANSMISSION
brandy_bengoechea@deanfoods.com

RE: Renewal of Contract SBPO1387, a Contract for Dairy Products for various State of Idaho Agencies, Institutions, and Departments
Expiring 12/31/15

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is January 1, 2016 to December 31, 2016. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

APPROVED: X YES _____ NO

COMPANY: Meadow Gold Dairy

BY: Brandy Bengoechea
(Signature)

Brandy Bengoechea
(Printed Name)

Date: 9-9-2015

UPDATED CONTACT INFORMATION for SBPO1387:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

IDAHO

State of Idaho

CHANGE ORDER

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO1387
Account Number:	AC-1
Revision Number:	01
Change Order Date:	September 25, 2014
Service Start Date:	January 1, 2015
Service End Date:	December 31, 2015
Payment Method:	Invoice
Payment Terms:	No Payment Terms specified
Currency	USD
FOB Instruction:	Destination
Attachment(s):	**ChangeLog.htm** :Purchase Order Change

Supplier

CRAIG LUND
MEADOW GOLD DAIRY
MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE, ID 83702
800 752-4686

Contract Number:

Bill To Address

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

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

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

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

SBPO1387, Statewide Milk for Idaho Institutions (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:

Contract initial period: 1/1/12 – 12/31/12. Estimated annual amount: $807,933.20.

Contract first renewal period: 1/1/13 – 12/31/13. Estimated annual amount: $950,000.00.

Contract second renewal period: 1/1/14 – 12/31/14. Estimated annual amount: $1,200,000.00.

Total estimated contract value: $4,457,933.20

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total

38075	0	0	ANN	$0.00	$0.00

Item Description #1
STATEWIDE MILK FOR IDAHO INSTITUTIONS (Estimated total amount for January 1, 2012 through December 31, 2012 = $807,933.20)
Delivery Date: September 25, 2014
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

38075	0	0	ANN	$0.00	$0.00

Item Description #2
STATEWIDE MILK FOR IDAHO INSTITUTIONS (Estimated total amount for January 1, 2013 through December 31, 2013 = $950,000.00)
Delivery Date: September 25, 2014
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

38075	0	0	ANN	$0.00	$0.00

Item Description #3
STATEWIDE MILK FOR IDAHO INSTITUTIONS (Estimated total amount for January 1, 2014 through December 31, 2014 = $1,200,000.00)
Delivery Date: September 25, 2014
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

38075	1	0	ANN	$1,500,000.00	$1,500,000.00

Item Description #4
Contract renewal period: January 1, 2015 through December 31, 2015.
Delivery Date: September 25, 2014
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$1,500,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$1,500,000.00

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

Jason R. Urquhart

State of Idaho

Department of Administration
Division of Purchasing

C.L. "BUTCH" OTTER
Governor
TERESA LUNA
Director
BILL BURNS
Administrator

650 W State Street, Room B15
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
FAX (208) 327-7320
http://www.adm.idaho.gov/purchasing/

September 16, 2014

Meadow Gold Dairy
Attn: Brandy Bengoechea

VIA E-MAIL TRANSMISSION
brandy_bengoechea@deanfoods.com

RE: Renewal of Contract SBPO1387-03, a Contract for Statewide Milk for Idaho Institutions for various State of Idaho Agencies, Institutions, and Departments
Expiring December 31, 2014

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is January 1, 2015 to December 31, 2015. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

APPROVED: ✓ YES _____ NO

COMPANY: Meadow Gold

BY: Brandy Bengoechea
(Signature)

Brandy Bengoechea
(Printed Name)

Date: 9-22-2014

UPDATED CONTACT INFORMATION for SBPO1387-03:

Contact Name	Brandy Bengoechea
Title	Sales Manager
Address	1301 West Bannock St.
	Boise ID 83702
Phone	208 345-3671
Fax	208 345-7697
E-mail	brandy_bengoechea@deanfoods.com

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located through out Idaho
Various, ID 83701

Various State Agencies

Statewide Blanket Purchase Order Contract Renewal

Statewide Blanket Purchase Order
SBPO1387 - 03

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho
***
Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Thu Dec 05, 2013
F.O.B.: Destination
Terms: net 31

VENDOR:
MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE, ID 83702
Attn: Area Sales Manager
Vendor Nbr: 576
Emailed To: craig_lund@deanfoods.com
Phone: 800 752-4686
Fax: 208 345-7697
eCommerce ID: P00000031812

Start of Service Date: Wed Jan 01, 2014
End of Service Date: Wed Dec 31, 2014

Solicitation#: ITB03786
DOC#: PREQ19504

6 Header Attachments
Attachment A.xls
Conc Negot with MG - 12-20-11.pdf
ITB - Statewide Milk.doc
S-wide Milk - Final Negotiated Prices.xls
SBPO1387 - Acc Ren Ltr - 12-14-12.pdf
SBPO1387 Am 1.pdf

Buyer: JASON URQUHART 208-332-1608

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		1200000.00
	Total:			1200000.00
Blanket Comments:				

Item No	Description	Quantity UOM	Unit Price	Extension
001	STATEWIDE MILK FOR IDAHO INSTITUTIONS (Estimated total amount for January 1, 2012 through December 31, 2012 = $807,933.20) (380-75) (nt)	1 YEAR	$0.00	$0.00
002	STATEWIDE MILK FOR IDAHO INSTITUTIONS (Estimated total amount for January 1, 2013 through December 31, 2013 = $950,000.00) (380-75) (nt)	1 YEAR	$0.00	$0.00
003 Files	STATEWIDE MILK FOR IDAHO INSTITUTIONS (Estimated total amount for January 1, 2014 through December 31, 2014 = $1,200,000.00) (380-75) (nt)	1 YEAR	$1,200,000.00	$1,200,000.00

Item 003 Attached Files Toggle All Line Item File Attachments.

SBPO1387 - Acc Ren Ltr - 11-20-13.pdf

General Comments:

SBPO1387-02 - RENEWAL

This Contract Renewal and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1387-02, dated December 22, 2012 (the "Contract") for Milk for Idaho Institutions, between Meadow Gold Dairy, as "Contractor" and the state of Idaho as "State". Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this Renewal is JANUARY 1, 2014.

This Contract is renewed for ONE (1) YEAR commencing JANUARY 1, 2014, and expiring DECEMBER 31, 2014. The same terms and conditions prevail for the contract renewal period, except as modified herein.

This Renewal includes a $0.025 per gallon COLA increase as requested by Meadow Gold Dairy (per the attached letter dated September 11, 2013, for which Meadow Gold Dairy provided its approval on November 20, 2013), and which increase is allowed by contract subsection 2.2.8.2.1. The COLA increase will be allowed as of the January, 2014 pricing.

The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.

SIGNED AND DATED ACCEPTANCE LETTER FROM MEADOW GOLD DAIRY IS ON FILE AT THE DIVISION OF PURCHASING. NO OTHER CHANGES NOTED.

Instructions:
Freight / Handling Included in Price

Signed By: JASON URQUHART

Select an action. and Execute Action Back to Search Awards

jason.urquhart@adm.idaho.gov

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- po001Display Machine: prodappv7a IP: 164.165.64.68 - Thu, 05 Dec 2013
Agency ID: A00000000011 Dept ID: AGENCY User ID: admjurquhart

State of Idaho

Department of Administration
Division of Purchasing

C.L. "BUTCH" OTTER
Governor
TERESA LUNA
Director
BILL BURNS
Administrator

650 W State Street, Room B15
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
FAX (208) 327-7320
http://www.adm.idaho.gov/purchasing/

September 11, 2013

Meadow Gold Dairy
Attn: Craig Lund
1301 W Bannock St
Boise ID 83702

VIA E-MAIL TRANSMISSION
craig_lund@deanfoods.com

RE: Renewal of Contract SBPO1387-02, a Contract for Statewide Milk for Idaho Institutions for various State of Idaho Agencies, Institutions, and Departments
Expiring December 31, 2013

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is January 1, 2014 to December 31, 2014. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

Please note that we request resolution of the following two requests communicated to Meadow Gold Dairy earlier this year. They pertain to the fuel/resin surcharge to the State in April, 2013. The last time I made these requests was June 7, 2013.

1. For the fuel/resin surcharge, the multiplier for fuel that Meadow Gold uses is 0.032258. On 4/5/13, (Meadow Gold Dairy) identified that that multiplier could have come from any one of these:

Miles	Gallons	Factor
51.6128	200	0.032258
77.4192	300	0.032258
129.032	500	0.032258
258.064	1000	0.032258

a. I need to know for certain how Meadow Gold arrived at 0.032258 for its multiplier.

2. For the fuel/resin surcharge, Meadow Gold used these calculations (as provided by [Meadow Gold Dairy] on 3/18/13):

a. Feb +.09*.12885=+.0116
March +.04*.12885=+.0052

b. (Meadow Gold Dairy has) already provided the information on how Meadow Gold arrived at the multiplier, and that's fine.

c. However, I need to know how Meadow Gold arrived at the .09 and the .04.

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

APPROVED: *X YES _____NO

COMPANY: Meadow Gold Dairy

BY: Craig Lund
(Signature)

Craig Lund
(Printed Name)

Date: November 20, 2013

* w/ approval of $0.025 per Gallon/LB COLA adjustment. (Justification Attached)

UPDATED CONTACT INFORMATION for SBPO1387-02:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

Craig Lund
Area Sales Manager
1301 West Bannock Street
Boise, Idaho 83702
208-343-3671 Phone
208-345-7697 FAX
craig_lund@deanfoods.com

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located through out Idaho
Various, ID 83701

Various State Agencies

Statewide Blanket Purchase Order Change Order - 02

Statewide Blanket
Purchase Order
SBPO1387 - 02

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho
***
Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Sat Dec 22, 2012
F.O.B.: Destination
Terms: net 31

VENDOR:
MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE, ID 83702
Attn: Area Sales Manager
Vendor Nbr: 576
Emailed To: craig_lund@deanfoods.com
Phone: 800 752-4686
Fax: 208 345-7697
eCommerce ID: P00000031812

Start of Service Date: Tue Jan 01, 2013
End of Service Date: Tue Dec 31, 2013

Solicitation#: ITB03786
DOC#: PREQ19504

12 Header Attachments

Buyer: JASON URQUHART 208-332-1608

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		950000.00
	Total:			950000.00
Blanket Comments:				

Item No	Description	Quantity UOM	Unit Price	Extension
001	STATEWIDE MILK FOR IDAHO INSTITUTIONS (Estimated total amount for January 1, 2012 through December 31, 2012 = $807,933.20) (380-75) (nt)	1 YEAR	$0.00	$0.00
002	STATEWIDE MILK FOR IDAHO INSTITUTIONS (Estimated total amount for January 1, 2013 through December 31,	1	$950,000.00	$950,000.00

	2013 = $950,000.00) (380-75) (nt)	YEAR		

General Comments:

Change Order SBPO1387-02 is issued as an administrative change to correct the effective date of renewal amendment SBPO1387-01.

SBPO1387 - RENEWAL

This Contract Renewal and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1387, dated December 21, 2011 ("Contract") for Milk for Idaho Institutions, between Meadow Gold Dairy, as "Contractor" and the state of Idaho as "State". Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this Renewal is JANUARY 1, 2013. (However, one change on the attached document titled "Contract SBPO1387 Amendment 1" went into effect on December 14, 2012. See that document for that change.)

This Contract is renewed for ONE (1) YEAR commencing JANUARY 1, 2013, and expiring DECEMBER 31, 2013. The same terms and conditions prevail for the contract renewal period, except as modified herein.

This Contract is also Amended per the attached letter dated December 14, 2012.

The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.

SIGNED AND DATED ACCEPTANCE LETTER FROM MEADOW GOLD DAIRY IS ON FILE AT THE DIVISION OF PURCHASING.

NO OTHER CHANGES NOTED.

Instructions:
Freight / Handling Included in Price

Signed By: JASON URQUHART

Select an action. and Execute Action Back to Search Awards

jason.urquhart@adm.idaho.gov

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- po001Display Machine prodappv4a IP 164.165.210.4 - Wed, 26 Dec 2012
Agency ID: A00000000011 Dept ID AGENCY User ID admjurquhart

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located through out Idaho
Various, ID 83701

Various State Agencies

Statewide Blanket Purchase Order Contract Renewal - 01

Statewide Blanket
Purchase Order
SBPO1387 - 01

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho
***
Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Thu Dec 20, 2012
F.O.B.: Destination
Terms: net 31

VENDOR:
MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE, ID 83702
Attn: Area Sales Manager
Vendor Nbr: 576
Emailed To: craig_lund@deanfoods.com
Phone: 800 752-4686
Fax: 208 345-7697
eCommerce ID: P00000031812

Start of Service Date: Tue Jan 01, 2013
End of Service Date: Tue Dec 31, 2013

Solicitation#: ITB03786
DOC#: PREQ19504

10 Header Attachments
ITB - Statewide Milk.doc
Attachment A.xls
ITB - Statewide Milk.doc
Attachment A.xls
ITB - Statewide Milk.doc
Attachment A.xls
Conc Negot with MG - 12-20-11.pdf
S-wide Milk - Final Negotiated Prices.xls
SBPO1387 - Acc Ren Ltr - 12-14-12.pdf
SBPO1387 Am 1.pdf

Buyer: JASON URQUHART 208-332-1608

		Quantity	Unit	

Item No	Description	UOM	Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		950000.00
	Total:			950000.00
Blanket Comments:				

Item No	Description	Quantity UOM	Unit Price	Extension
001	STATEWIDE MILK FOR IDAHO INSTITUTIONS (Estimated total amount for January 1, 2012 through December 31, 2012 = $807,933.20) (380-75) (nt)	1 YEAR	$0.00	$0.00
002	STATEWIDE MILK FOR IDAHO INSTITUTIONS (Estimated total amount for January 1, 2013 through December 31, 2013 = $950,000.00) (380-75) (nt)	1 YEAR	$950,000.00	$950,000.00

General Comments:

SBPO1387 - RENEWAL

This Contract Renewal and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1387, dated December 21, 2011 ("Contract") for Milk for Idaho Institutions, between Meadow Gold Dairy, as "Contractor" and the state of Idaho as "State". Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this Renewal is JANUARY 1, 2012. (However, one change on the attached document titled "Contract SBPO1387 Amendment 1" went into effect on December 14, 2012. See that document for that change.)

This Contract is renewed for ONE (1) YEAR commencing JANUARY 1, 2013, and expiring DECEMBER 31, 2013. The same terms and conditions prevail for the contract renewal period, except as modified herein.

This Contract is also Amended per the attached letter dated December 14, 2012.

The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.

SIGNED AND DATED ACCEPTANCE LETTER FROM MEADOW GOLD DAIRY IS ON FILE AT THE DIVISION OF PURCHASING.

NO OTHER CHANGES NOTED.

Instructions:
Freight / Handling Included in Price

Signed By: JASON URQUHART

Select an action. and Execute Action Back to Search Awards

jason.urquhart@adm.idaho.gov

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- po001Display Machine prodappv2a IP 164.165.210.4 - Fri, 21 Dec 2012
Agency ID: A00000000011 Dept ID: AGENCY User ID: admjurquhart

CONTRACT SBPO1387 AMENDMENT 1

THIS AMENDMENT to Contract SBPO1387 for Statewide Milk for Idaho Institutions dated December 21, 2011 (the "Contract"), is made by and between **MEADOW GOLD DAIRY**, as "Contractor", and the **STATE OF IDAHO**, as "State".

WHEREAS, pursuant to the authority provided in Section 67-5717 of the Idaho Code, the State entered into the Contract for an initial term of one (1) year, which commenced January 1, 2012; and

NOW THEREFORE, for valuable consideration, the State and Contractor (the "Parties") mutually agree to amend the Contract as follows:

1. **Subsection 2.2.3, General Delivery Requirements.**
The second sentence of the first paragraph of this subsection is changed to read as follows:

   "When items are will not be delivered on the scheduled delivery day, each Institution reserves the right to cancel the order, or cancel part of the order, and purchase needed items (the same quantity as was ordered, and, if possible similar quality) from another source."

2. **Subsection 2.2.7, Prices.**
The second paragraph of this subsection is changed to read as follows:

   "Additionally, at any point during the term of the Agreement, each Institution may identify certain other milk items and estimated quantities for each item that it intends to purchase. The Contractor must lock-in the prices for each of those items for the remainder of the current month (see subsection 2.2.8), and then may adjust prices per subsection 2.2.8 below thereafter. Institutions shall endeavor to notify the Contractor of those items in writing at least forty-five (45) days in advance; however, the Institutions may only be able to notify the Contractor in writing of those items up to a week in advance. This is due to issues such as prescribed diet orders changing with no notice which must be implemented immediately. The Contractor must identify the locked-in prices to the Institution in writing within forty-eight (48) hours of notification by the Institution. These prices shall be Fully Burdened."

3. **Subsection 2.2.8.1.**
This subsection is changed to read as follows:

   "**2.2.8.1** All prices for items on the Agreement must be firm for the remainder of the month which the prices are locked in by the Contractor

(including items added per subsection 2.2.7). Prices may be adjusted once per month thereafter. Any changes must be made based on the month to month changes in the Federal Milk Orders 124 and 131, Announcement of Minimum Class and Component Prices: Advanced #. For the month of January, 2013, the price changes shall be the cumulative price changes in the three months prior to that month. For price changes in February, 2013, the changes shall be based on the changes from December, 2012 to January, 2013, and prices changes shall change monthly in like manner in succeeding months.

It shall be the Contractor's responsibility to prove to the State, to the State's satisfaction, that a change requiring an upward price adjustment has taken place. The State may set forth a format for providing such proof, and the Contractor must comply with that format.

Requests for price changes must be delivered to the State no less than thirty (30) calendar days prior to the Contractor's desired effective date."

4. The following is added as a new subsection directly below subsection 2.2.8.2:

"**2.2.8.2.1** Cost of living adjustment: The Contractor shall be allowed to increase the Price per Unit of Measure for each item on the Agreement by $0.04 effective as of the last date of signature of Amendment 1 to the Agreement.

Beginning in the contract period of January 1, 2013 through December 31, 2013, and no more frequently than annually thereafter, the Contractor may request a cost of living price adjustment. This adjustment will be based on the Employment Cost Index published by the US Dept. of Labor, Bureau of Labor Statistics, for the month of September for the then current year. The Table that will be used will be Table 6, Employment Cost Index for total compensation, for private industry workers, by bargaining status and census region and division. The category that will be used will be Mountain. This information may be accessed at www.bls.gov.

The percent change to be allowed, if any, shall be two percent (2%), or the percent change from the previous September to the September of the then current year, whichever is less.

It shall be the Contractor's responsibility to prove to the State, to the State's satisfaction, that a change requiring an upward price adjustment has taken place. The State may set forth a format for providing such proof, and the Contractor must comply with that format.

Requests for price changes must be delivered to the State no less than thirty (30) calendar days prior to the Contractor's desired effective date."

5. Subsection 2.2.11, Order Acknowledgement.
This subsection is deleted in its entirety.

6. Subsection 2.2.12, Shipping Notification.
This subsection is deleted in its entirety.

7. The following is added as a new subsection directly below subsection 3.3, Potential Utilization by Idaho School Districts:

"**3.3.1 Delivery Charge for Public Agency Use of Contract:** Public Agencies that utilize the Agreement will be assessed an additional delivery charge. The current delivery charge shall be ten percent (10%) margin increase added to each Price per Unit of Measure for all items on the Agreement."

8. Subsection 3.7, Report of Agreement Purchases.
This subsection is changed to read as follows:

"**3.7 Quarterly Usage Report:** Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Agreement utilizing the **BPO SUMMARY USAGE REPORT FORM** available for download at: http://purchasing.idaho.gov/forms.html. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter).

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request. Contractor may be required to submit reports electronically, in a format designated by the State."

9. The following is added as contract subsection 3.7.1:

"**3.7.1 Submission of Administrative Fee and Quarterly Usage Reports:**

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

E-mail your completed Quarterly Summary Usage Reports to **purchasing@adm.idaho.gov.**

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075**.

Failure to submit the required report or timely remit the Administrative Fee may be cause for disqualification of Contractor for future contracts, or other action by the State."

10. Subsection 3.8, Fill Rate Report.
This subsection is deleted in its entirety and replaced with the following:

"**3.8 Contact Requirement When Orders Will Not Be Filled:** The Contractor must contact the Institution no later than twenty-four (24) hours prior to scheduled delivery if an order will not be completely filled. Contact shall be by email or phone call, at a minimum."

11. Subsection 4.1.4, On-Line Ordering and Account Numbers.
The last sentence of this subsection is changed to read as follows:

"Standing orders are acceptable if mutually agreed upon by the Institution and the Contractor."

12. Subsection 4.1.5, Invoices (IDOC).
The last sentence of this subsection is changed to read as follows:

"All invoices shall include (at a minimum) purchase order number, ship to address, description of items(s) being shipped, quantity shipped."

13. Subsection 4.1.5, Product Usage.
This subsection is changed to read as follows:

"**4.1.6 Product Usage:** IDOC product usage or type is subject to change, and may be dependent upon the monthly prices."

14. Subsection 4.3.3, Invoices (IDVS Institutions).
The last sentence of this subsection is changed to read as follows:

"All invoices shall include (at a minimum) purchase order number, ship to address, description of items(s) being shipped, quantity shipped."

This Amendment is effective January 1, 2013 (however, change #4 above allows a change effective upon the last date signed below).

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized agents.

CONTRACTOR

Meadow Gold Dairy

By: _____

Craig Lund
Area Sales Manager

Date: 12/14/12

THE STATE OF IDAHO

Division of Purchasing
Department of Administration

By: _____

Jason Urquhart, CPPB
Purchasing Officer

Date: 12/14/12

State of Idaho

Department of Administration
Division of Purchasing

C.L. "BUTCH" OTTER
Governor
TERESA LUNA
Director
BILL BURNS
Administrator

650 W State Street, Room B15
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
FAX (208) 327-7320
http://www.adm.idaho.gov/purchasing/

December 14, 2012

Meadow Gold Dairy
Attn: Craig Lund
1301 W. Bannock St.
Boise, ID 83702

VIA FACSIMILE TRANSMISSION
208-345-7697
ORIGINAL MAILED

RE: Renewal of Contract SBPO1387, a Contract for Statewide Milk for Idaho Institutions Expiring December 31, 2012

The State of Idaho would like to renew the above referenced contract for a period of One (1) year. The contract renewal period is January 1, 2013 to December 31, 2013. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein, as follows:

1. Contract SBPO1387 is amended to replace the State's Standard Terms and Conditions originally incorporated in the contract with the October 20, 2011 revision, accessible on the State of Idaho Purchasing Website at: http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf
2. Contract SBPO1387 is also amended per the attached document with the title "Contract SBPO1387 Amendment 1".

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

APPROVED: X YES _____ NO

COMPANY: MEADOW GOLD DAIRY

BY: _____
(Signature)

CRAIG LUND
(Printed Name)

Date: 12/14/12

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located through out Idaho
Various, ID 83701

Various State Agencies

Statewide Blanket Purchase Order

Statewide Blanket
Purchase Order
SBPO1387

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho
***
Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Wed Dec 21, 2011
F.O.B.: Destination
Terms: net 31

VENDOR:
MEADOW GOLD DAIRY
1301 W. BANNOCK ST
BOISE, ID 83702
Attn: Area Sales Manager
Vendor Nbr: 576
Emailed To: craig_lund@deanfoods.com
Phone: 800 752-4686
Fax: 208 345-7697
eCommerce ID: P00000031812

Start of Service Date: Sun Jan 01, 2012
End of Service Date: Mon Dec 31, 2012

Solicitation#: ITB03786
DOC#: PREQ19504

4 Header Attachments
ITB - Statewide Milk.doc
Attachment A.xls
Conc Negot with MG - 12-20-11.pdf
S-wide Milk - Final Negotiated Prices.xls

Buyer: JASON URQUHART 208-332-1608

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		807933.20
	Total:			807933.20
Blanket Comments:				

Item No	Description	Quantity UOM	Unit Price	Extension
001	STATEWIDE MILK FOR IDAHO INSTITUTIONS	1	$807,933.20	$807,933.20

	(380-75) (nt)	LOT		

General Comments:

NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Statewide Contract is for Milk for Idaho Institutions, and is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for the period noted above. This Statewide Contract may be renewed for four (4) additional one (1) year renewal periods subject to mutual, written agreement between the parties.

Contract Title:..... Milk for Idaho Institutions
Contract Usage Type:.....Open Contract (see contract subsection 2.1.2)
Public Agency Clause: .....Yes
Contract Administration:.... Jason Urquhart
---Phone Number:.....208-332-1608
---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contact
---Attn:.....Craig Lund
---Address:.....1301 W. Bannock St.
---City, State, Zip:.....Boise ID 83702
Phone Number:.....208-343-3671
Facsimile Number:.....208-345-7697

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

The dollar amount listed in the contract pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.

Order Placement Address & Payment Address: Same as above.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL, EXCEPT AS MODIFIED BY:

1. CHANGES MADE DURING NEGOTIATIONS, WHICH BEGAN NOVEMBER 30, 2011 AND CONCLUDED ON DECEMBER 20, 2011. THE CHANGES ARE DOCUMENTED VIA THE ATTACHED DOCUMENT WITH THE HEADING "CONCLUSION OF NEGOTIATIONS BETWEEN THE STATE OF IDAHO AND MEADOW GOLD DAIRY".

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's signed bid, except where modified as described herein.

INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.

Craig Lund 12/28/11

CRAIG LUND
Area Sales Manager
Meadow Gold Dairy

Instructions:
Freight / Handling Included in Price

Signed By: JASON URQUHART

Select an action. and Execute Action Back to Search Awards

jason.urquhart@adm.idaho.gov

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- po001Display Machine: prodappv2a IP: 164.165.210.143 - Thu, 22 Dec 2011
Agency ID: A00000000011 Dept ID: AGENCY User ID: admjurquhart

INVITATION TO BID

STATEWIDE MILK FOR IDAHO INSTITUTIONS

FOR THE STATE OF IDAHO

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I. GENERAL INSTRUCTIONS AND INFORMATION

1.1 Invitation to Bid (ITB) Issue Date: September 22, 2011

1.2 ITB Title: Statewide Milk for Idaho Institutions

1.3 General Description: The State of Idaho requests Bids for the provision of statewide milk for Idaho Institutions per the requirements of this ITB.

1.4 Delivery Locations: See Attachment A for list of delivery locations.

1.5 Pre-Bid Conference: A pre-bid conference will be held in Boise, ID on October 7, 2011 from 9:00 a.m. to 11:00 a.m. Mountain time. All parties interested may attend at their expense. Parties interested in attending this conference must submit a written request (email or fax is acceptable) to the DOP contact (see subsection 1.7 below) no later than one (1) business day prior to the date of the pre-bid conference. The written request must specify the name and title of each person who will be attending. A maximum of three (3) persons for each potential Bidder will be allowed to attend in-person.

Once the written request is received, the DOP contact will send directions for the location where the pre-bid conference will be held. Additionally, parties interested may attend the pre-bid conference via teleconference. The written request must specify whether attendance will be in-person or via teleconference. The DOP contact will provide teleconference information with the directions.

Failure to attend the pre-bid conference shall not relieve the Bidder of meeting the requirements of this ITB; however, attendance is not a requirement to submit a Bid.

1.6 Inquiries: Parties interested in this ITB must submit any questions in writing to the DOP contact (see subsection 1.7 below) no later than 12 p.m. (noon), October 14, 2011. Written questions may be mailed or submitted via email or fax, but the preferred method of receipt is email. Inquiries must reference the heading for the provision in question. The inquiry must contain:

(i) the name of the party's representative who is responsible for the inquiry;
(ii) the representative's business telephone number; and
(iii) the company name of the party submitting the inquiry.

The tentative date that the State will post written responses to the written questions it has received is October 20, 2011. The questions and responses will be posted as part of an amendment to the ITB via IPRO, the state of Idaho's electronic procurement system (http://ipro.sicomm.net/IPRO/).

1.7 Division of Purchasing Contact: The Division of Purchasing (DOP) contact for this ITB is Jason Urquhart. He may be contacted at:

Direct delivery (UPS, FedEx, etc.): Division of Purchasing
650 W. State St., Room B-15
Boise, ID 83702

or

US Postal Service: P.O. Box 83720
Boise, ID 83720-0075
(208) 332-1608
(208) 327-7320 FAX
jason.urquhart@adm.idaho.gov

1.8 Bidder Responsibility: It is the responsibility of each Bidder to examine the entire ITB, seek any required clarification in writing, and review its Bid for accuracy before submitting the Bid. Once the submission deadline has passed, all Bids shall be final unless otherwise indicated in this ITB.

1.9 Bid Validity: Bids must remain valid for ninety (90) days after the Bid submission deadline or until execution of the Agreement, whichever is sooner.

1.10 Bid Format and Submission Deadline:
Bids can be submitted either electronically or manually, as follows:

1.10.1 Electronic Submission via IPRO: Bidder must submit one complete Bid to the Idaho Division of Purchasing via IPRO, the state of Idaho's electronic procurement system (http://ipro.sicomm.net/IPRO/). Do not submit your Bid by facsimile, telegraph, mail-gram, or electronic mail.

The Bid must be received by the date and time specified on the IPRO ITB header document. This date is subject to amendment, therefore Bidders are cautioned to carefully read and respond to all amendments posted to IPRO regarding this solicitation.

Executive Order 2007-09 is attached to the signature page, and must be completed and uploaded with the Bid into IPRO. It can be submitted via pdf or other electronic format (it is not required that this document be submitted via Microsoft products). No contract can be awarded without a completed Executive Order 2007-09.

Late submittals will not be considered. Bidders may only submit one (1) Bid in response to this solicitation; alternate Bids will not be allowed and will be rejected.

Please note that there is a single area in IPRO for entering your price. That will be the Grand Total, Milk from your completed Bid Schedule.

Bidders submitting electronically via IPRO must provide the following:

1.10.1.1 Completed Executive Order 2007-09 pages. (Please see the attachment to the ITB with the document file name "signature page ITB_RFP 08-04-10.doc".)

1.10.1.2 Completed Bid Schedule (see the document with the document file name "Statewide Milk Bid Schedule.xls"). (Do not submit your Bid prices on any other form, and do not change the pricing structure of the Bid Schedule. Bidding on a form other than the Bid Schedule, or changing the pricing structure of the Bid Schedule, may cause your Bid to be found non-responsive.)

1.10.2 Manual Submission: All submittal documents must be on standard 8½" x 11" paper. The Bid should be stapled (and not bound). Do not submit your Bid by facsimile, telegraph, mail-gram, or electronic mail.

The Bid must be received by the date and time specified on the IPRO ITB header document. This date is subject to amendment, therefore Bidders are cautioned to carefully read and respond to all amendments posted to IPRO regarding this solicitation.

Each Bid must contain the manual signature in ink (blue ink is preferred) on the Idaho Signature Page that is provided with this solicitation. The signature page must be signed by an authorized representative of the Bidder. Executive Order 2007-09 is attached to the signature page, and must be completed. No contract can be awarded without a completed Executive Order 2007-09.

Late submittals will not be considered. Bidders may only submit one (1) Bid in response to this solicitation; alternate Bids will not be allowed and will be rejected.

The Bid must be contained within a single envelope or package, and must be mailed, carrier shipped, or hand delivered to the location listed on the Idaho Signature Page. The Bidder must list the following on the outside of the package:

Attn: Jason Urquhart, Idaho Division of Purchasing
Bidder Name (company name);
ITB Number;
ITB Title.

Bidders submitting manually must provide one (1) original and four (4) copies of their Bids.

Bidders submitting manually must provide the following as their Bids:

1.10.2.1 Completed Idaho Signature Page, including completed Executive Order 2007-09 pages. (Please see the attachment to the ITB with the document file name "signature page ITB_RFP 08-04-10.doc".)

1.10.2.2 Completed Bid Schedule (see the document with the document file name “Statewide Milk Bid Schedule.xls”). (Do not submit your Bid prices on any other form, and do not change the pricing structure of the Bid Schedule. Bidding on a form other than the Bid Schedule, or changing the pricing structure of the Bid Schedule, may cause your Bid to be found non-responsive.)

1.11 Bidding Information and Requirements

1.11.1 Licensed to Conduct Business in Idaho

The Bidder must be registered with the Office of the Secretary of State for Idaho to conduct business in the State of Idaho no later than the Solicitation CLOSING (Due) Date in order to be considered for award.

1.11.2 Method of Bid Pricing: Prices must be bid by the “Unit of Measure to Bid” indicated on the Bid Schedule (i.e., cartons, gallons, etc.). Bidders must complete the Bid Schedule with all required information and submit it with their Bids. The “Price per Unit of Measure” (see Bid Schedule) shall be the price as delivered to the Institution, and shall be Fully Burdened.

Failure to properly complete the Bid Schedule with all required information will be cause to reject the Bid as non-responsive.

1.11.3 Notice of Intent to Award: A notice of intent to award the Agreement shall be sent to each responsive Bidder.

1.11.4 Bid Award: Bid award will be all or none to the lowest responsive, responsible Bidder based on the Grand Total, Milk (see Bid Schedule). Failure of the Bidder to bid all items on the Bid Schedule will result in the Bid being found non-responsive.

II. PURCHASE AND DELIVERY OF MILK

2.1 General

2.1.1 Definitions

2.1.1.1 State – For the purposes of this ITB, "State" shall mean the state of Idaho (includes, but is not limited to, the Division of Purchasing, and the Agencies and Institutions identified in this ITB).

2.1.1.2 Agency – For the purposes of this ITB, "Agency" shall mean the Idaho Department of Correction, the Idaho Department of Juvenile Corrections, the Idaho Department of Health and Welfare, and the Idaho Division of Veterans Services.

2.1.1.3 Institution – For the purposes of this ITB, "Institution" shall mean the facilities operated by the Idaho Department of Correction, the Idaho Department of Juvenile Corrections, the Idaho Department of Health and Welfare and the Idaho Division of Veterans Services.

2.1.1.4 Fully Burdened – For the purposes of this ITB, "Fully Burdened" shall mean that there will be no other costs allowed under the Agreement other than the prices bid on the Bid Schedule, and any costs allowed in subsections 2.2.7 and 2.2.8, and that those costs include all costs associated with providing the services and supplies called for in this ITB to the state of Idaho, including, but not limited to, wages, administrative overhead, travel, transportation, lodging and per diem. "Fully Burdened" shall also mean that prices shall be F.O.B. destination, freight pre-paid and allowed.

2.1.2 Purchase of Milk: The State intends to purchase all of the items listed on the Bid Schedule and any milk items added by Agencies during the term of the Agreement (see subsection 2.2.7) from a single Contractor, and items listed on the attached Bid Schedule reflect typical purchases made during the year. However, each Institution utilizing the Agreement retains the right to purchase no more than twenty percent (20%) of its annual milk purchases from other vendors. Additionally, Institutions may accept donations of milk products, and acceptance of these donations shall not factor into either percentage identified in this paragraph.

2.1.3 Precedence of Requirements: In case of conflict between requirements found in section II, Purchase and Delivery of Milk, and requirements found in section IV, Special Contract Requirements – By Agency, the requirements found in section IV, Special Contract Requirements – By Agency shall take precedence.

2.2 Milk Agreement Requirements

2.2.1 Minimum Order Amount: The contactor shall not require any minimum order amounts or minimum order quantities.

2.2.2 Indefinite delivery/indefinite quantity: The Agreement shall be an indefinite delivery/indefinite quantity term Agreement. As such, no guarantee shall be made concerning the number of units which may be required or the dates they may be ordered.

2.2.3 General Delivery Requirements: Deliveries will be consistently scheduled to arrive at each Institution at a day and time mutually agreed upon by the Contractor and the Institution, or as identified in section IV, Special Contract Requirements – By Agency. When items are backordered, each Institution reserves the right to cancel the order and purchase needed items (the same quantity as was ordered, and, if possible similar quality) from another source, and deduct any costs over and above Agreement prices, incurred from purchasing from another source, from a subsequent invoice. The determination of what constitutes similar quality shall be in the sole discretion of the Institution.

Please see section IV, Special Contract Requirements – By Agency for Agency-specific delivery requirements.

2.2.4 Account Management: Contractor will assign a primary and alternate customer services representative to each Agency account. These representatives will meet with each Agency monthly for the first three (3) months of the Agreement and no less than quarterly thereafter, or as often as deemed necessary by each Agency. Each Agency will notify the Contractor of required frequency.

The Contractor shall assign a separate account number to each Institution (see Attachment A). Additionally, each Institution may require separate account numbers for different functions within the Institution. The Contractor shall bill all purchases made by Institutions that are not under the Agreement utilizing a separate account number.

2.2.5 Order Fill Rate: For all items purchased under the Agreement, fill rate must remain at ninety-eight percent (98%) or above for total items ordered per quarter (per individual account). Substitutions must be pre-approved by each Agency (the Agency may allow each of its Institutions to approve substitutions, and will identify this to the Contractor in writing). The following shall count against the fill rate:

2.2.5.1 Items ordered but not delivered
2.2.5.2 Refused items (e.g., damaged or spoiled items) (Items may be rejected upon delivery, but may also be rejected after containers are opened and damage or spoilage is discovered at a later time.)
2.2.5.3 Items substituted without prior approval by the Agency (or Institution)

If the fill rate falls below ninety-eight percent (98%) (per individual account, per quarter), the Contractor will provide to the Institution a two percent (2%) rebate of the total dollar amount ordered for the quarter by that Institution.

2.2.6 Invoicing: The Contractor will provide an original invoice plus a minimum of one copy with each delivery. Invoices must, at a minimum, reflect: quantity ordered, quantity shipped, price per line item and invoice total. Please see section IV, Special Contract Requirements – By Agency for Agency-specific invoicing requirements.

2.2.7 Prices: Bidders must bid every item shown on the Bid Schedule in order to be considered for award. Once the Agreement is awarded, each Institution may purchase any of the items shown on the Bid Schedule.

Additionally, at any point during the term of the Agreement, each Institution may identify certain other milk items and estimated quantities for each item that it intends to purchase. The Contractor must lock-in the prices for each of those items for the remainder of the current calendar quarter (see subsection 2.2.8), and then may adjust prices per subsection 2.2.8 below thereafter. Institutions shall endeavor to notify the Contractor of those items in writing at least forty-five (45) days in advance; however, the Institutions may only be able to notify the Contractor in writing of those items up to a week in advance. This is due to issues such as prescribed diet orders changing with no notice which must be implemented immediately. The Contractor must identify the locked-in prices to the Institution in writing within forty-eight (48) hours of notification by the Institution. These prices shall be Fully Burdened.

The requirements of the Agreement will apply to any items added to the Agreement by an Institution in accordance with this subsection.

2.2.8 Price Adjustments:

2.2.8.1 All prices bid on the Bid Schedule must be firm for the remainder of the calendar quarter in which the Agreement is awarded. If there is less than forty-five calendar days remaining in that calendar quarter, then the prices bid must be firm for the remainder of that calendar quarter and for the following calendar quarter. Additionally, prices for other milk items that Institutions identify must be firm for the remainder of the calendar quarter in which the prices are locked in by the Contractor (per subsection 2.2.7). These prices may be adjusted once per calendar quarter thereafter. Any changes must be made based on the month to month changes in the Federal Milk Orders 124 and 131, Announcement of Minimum Class and Component Prices: Advanced #, which, since the Agreement only allows for quarterly changes, will be the cumulative preceding three months of published Federal Milk Orders 124 and 131. (For example, for price changes to go into effect for the period of January through March, the price change will be based upon the price changes reflected in the previous September through November Federal Milk Orders 124 and 131, since the December Federal Milk Orders will not have been published in time to be reflected on January 1.)

It shall be the Contractor's responsibility to prove to the State, to the State's satisfaction, that a change requiring an upward price adjustment has taken place. The State may set forth a format for providing such proof, and the Contractor must comply with that format.

Requests for price changes must be delivered to the State no less than thirty (30) calendar days prior to the Contractor's desired effective date.

2.2.8.2 Fuel surcharge and resin surcharge: No more frequently than semi-annually, beginning a minimum of six (6) months after the Start of Service Date of the Agreement, the Contractor may request a price adjustment based on a surcharge for fuel and resin. It shall be the Contractor's responsibility to prove to the State, to the State's satisfaction, that a change requiring an upward price adjustment has taken place. The State may set forth a format for providing such proof, and the Contractor must comply with that format.

Requests for price changes must be delivered to the State no less than thirty (30) calendar days prior to the Contractor's desired effective date.

2.2.8.3 Regarding adjustments identified in subsections 2.2.8.1 and 2.2.8.2:

2.2.8.3.1 For items on the Bid Schedule, the Contractor must provide proof to the Division of Purchasing.

2.2.8.3.2 For items identified by Institutions (see subsection 2.2.7), the Contractor must provide proof to the individual Institution.

2.2.9 Quality, Guarantee and Return: Quality must meet or exceed the specifications stated for each item on the Bid Schedule. All of the Agreement's product requirements, temperature requirements and specifications must be met and milk products must be delivered fresh, free of visible spoilage, contamination, rodents, insects and/or any matter which would render the product unsafe for human consumption. When items are rejected due to unacceptable quality, unauthorized product substitutions, spoilage or damage, unauthorized unit size, or due to short use by dates, the Contractor must replace those goods with product of equal quantity and quality or must issue a credit (at the Institution's sole option). These issues shall be acknowledged and documented on the delivery paperwork and signed and dated by both parties at time of delivery. (See subsection 2.2.5 regarding pre-approval requirements for substitutions.) Additionally, each Institution reserves the right to cancel the order and purchase needed items (the same quantity as was ordered, and, if possible similar quality) from another source, and deduct any costs over and above Agreement prices, incurred from purchasing from another source, from a subsequent invoice.

Please see section IV, Special Contract Requirements – By Agency for Agency-specific quality, guarantee and return requirements.

2.2.10 Product Specifications: See the Bid Schedule for product specifications.

2.2.11 Order Acknowledgement: Order acknowledgments are required to be sent via email to the ordering Institution upon receipt of the order. At a minimum, the acknowledgments shall include purchase order number (unless ordered by credit card), ship to and bill to information, estimated delivery date, and backorder information. The Contractor may allow standing orders; however, the Contractor must still provide the order acknowledgements. Any changes to a standing order will be made by the Agency or Institution via email no less than forty-eight (48) hours before the scheduled delivery.

2.2.12 Shipping Notification: Shipping notifications shall be sent to the ordering Institutions upon shipment of the order. These notifications shall be delivered via email to the ordering Institution. At a minimum, the notifications shall include the following information: purchase order number (unless ordered by credit card), ship to address, carrier (if any), tracking number (if any), estimated deliver date, description of items being shipped, and quantity of the items being shipped.

III. SPECIAL CONTRACT TERMS AND CONDITIONS - STATEWIDE

3.1 Term: The initial Agreement term shall be for a period of one (1) year from the Start of Service Date. The Agreement may be renewed upon mutual, written agreement between the parties for up to four (4) additional one (1) year periods.

3.2 Public Agency Clause: Agreement prices shall be extended to other "Public agencies" as defined in Section #67-2327 of the Idaho Code, which reads as follows:

> 67-2327. DEFINITIONS. "Public agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho; any agency of the state government; and any city or political subdivision of another state.
>
> "State" means a state of the United States and the District of Columbia.
>
> It will be the responsibility of the Public Agency to independently contract with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

3.3 Potential Utilization by Idaho School Districts: While there is no requirement for Public Agencies to utilize a state of Idaho statewide contract, Idaho School Districts may choose to utilize the Agreement under subsection 3.2, Public Agency Clause. The estimated annual volume of meals for Idaho School Districts is 45,293,289; however, students are not required to take milk with meals, and so, this number does not identify the quantity of milk that will be served with each meal. Please also note that, due to the Child Nutrition Programs Reauthorization that was signed into law in December, 2010, all Child Nutrition Programs are required to serve either nonfat or 1% milk.

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

3.5 Audit Rights: The Contractor agrees to allow State and Federal auditors and Agency staff access to all the records relating to the Agreement, for the purpose of audit, inspection, examination, exceptions and transcriptions. Such access will be during normal business hours or by appointment.

3.6 Administrative Fee: The prices to be paid by the ordering Agency are inclusive of a one and one-quarter percent (1.25%) Agency Agreement usage Administrative Fee, which Contractor will remit to the state as follows: on a quarterly basis, the Contractor shall remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly Agreement sales. Administrative Fee payments are due no later than the last day of the month following the last month in the quarter (approximately 30 days after the end of each calendar quarter), as designated below.

3.7 Report of Agreement Purchases: Contractor shall furnish reports of purchases with each quarterly Administrative Fee payment, based on the following calendar quarters:

		Report and Fee Payment Due:
1st Quarter	July 1- Sept 30	October 31

2nd Quarter	Oct 1 – Dec 31	January 31
3rd Quarter	Jan 1 – Mar 31	April 30
4th Quarter	Apr 1 – Jun 30	July 31

The reports shall be in the following format:

Contractor Name; Agreement Number SBPOXXXX; Sales Period; Date; Delivery Destination; Product Description; Quantity Delivered by Product; Unit Price for Each Product Delivered; Total $ Shipped

The report is to be submitted to the State of Idaho at the following address:

Attn: BPO Report Coordinator
Department of Administration
Division of Purchasing
P.O. Box 83720
Boise, ID 83720

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request. Contractor may be required to submit reports electronically, in a format designated by the State.

Failure to submit the required reports may be cause for disqualification of Contractor for future contracts.

3.8 Fill Rate Report: The Contractor shall report quarterly fill rate information (per individual account) which shall include the following:

3.8.1 Number of orders received by the Contractor;
3.8.2 Number of orders delivered by the Contractor;
3.8.3 Items order but not delivered, including item name, item description, item order number, and quantity;
3.8.4 Refused items (see subsection 2.2.5.2), including item name, item description, item order number, and quantity;
3.8.5 Items substituted without prior approval by the Agency (or Institution) (see subsection 2.2.5.3), including item name, item description, item order number, and quantity.

This report must be provided electronically, and Excel format is acceptable. The quarterly due dates for this report are the same as those for the report specified in subsection 3.7.

IV. SPECIAL CONTRACT REQUIREMENTS – BY AGENCY

4.1 Idaho Department of Correction

4.1.1 Contract Employees

4.1.1.1 Background Checks: Employees of the Contractor who will be entering Idaho Department of Correction (IDOC) Institutions, prior to working on the Agreement, must submit to a criminal background investigation as follows:

4.1.1.1.1 A National Crime Information Center (NCIC) criminal investigation conducted by the IDOC's human resource department.

4.1.1.1.2 Fingerprinting completed by the IDOC and sent to Idaho State Police for a more thorough criminal investigation.

4.1.1.1.3 A urinalysis. The Contractor shall arrange for a current urinalysis for each of its employees and provide a copy of the written results of each urinalysis to the IDOC's Human Resources Office before final clearance can be granted. The costs of the urinalysis shall be the responsibility of the Contractor.

The Contractor shall be responsible for any fee associated with the NCIC investigations and fingerprinting investigations; these fees shall be the responsibility of the Contractor. The total amount (for subsections 4.1.1.1.1 and 4.1.1.1.2 above) is currently forty-five dollars ($45.00) per individual, which will be deducted from the Contractor's invoices as the investigations and fingerprinting investigations are completed for the Contractor's employees. The IDOC will issue preliminary approval for an employee to enter/deliver to its locations after completion and clearance of the criminal investigation and after the urinalysis results have been received. The fingerprints must be completed within thirty (30) days of receipt of this initial approval.

At the beginning of the Agreement, the Contractor must submit a list of all staff that will be providing services associated with the Agreement. These individuals will be required to provide data for a current NCIC Background investigation, fingerprints and urinalysis within 2 weeks of the award of the Agreement. All future employees that will be working under the Agreement will be required to provide this information before being allowed to work on the Agreement (as described previously).

The IDOC may change the requirements of this subsection during the term of the Agreement, and the Contractor must comply with the changes. Changes shall become final upon the execution of an amendment to the Agreement.

4.1.1.2 Right to Bar Entry: The IDOC reserves the right to bar entry to any person. Employees of the Contractor entering IDOC property will adhere to all IDOC policy, rules and regulations and are subject to search if deemed necessary. The Contractor, upon written request by the IDOC, will remove and replace any employee providing services to the IDOC (including employees of any subcontractor) who has broken any of the rules or regulations of the IDOC, or who, in the judgment of the IDOC, poses a risk or threat to the security of the Institution. The written request will include the basis for the IDOC's request for removal. If the Contractor disagrees with the basis for removal of its employee from service to IDOC, the Contractor must contact officials from the IDOC within twenty-four (24) hours of receipt of the request to present its reasons for not removing the employee from service to the IDOC; however, the IDOC's final decision shall stand.

4.1.1.3 Ex-Offenders and Families of Ex-Offenders: The Contractor must provide written notification to the IDOC contract manager of intent to hire an offender, probationer or parolee, ex-offender or a family member of an offender. In order to ensure a safe and secure environment for staff, offenders, visitors and our contract providers, the IDOC reserves the right to exclude those individuals from working on any IDOC portion of the Agreement if it is deemed in the best interest of the IDOC to do so. A list of current employees that fall within these categories must be submitted to the IDOC within 2 weeks of the award of the Agreement.

4.1.2 Additional Institutions: The IDOC may add Institutions to the Agreement at any time during its term upon one (1) week written notice to the Contractor.

4.1.3 IDOC Delivery Requirements

4.1.3.1 All deliveries to the Idaho Department of Correction Institutions per Attachment A must be palletized, stacked in milk crates or boxes when appropriate, labeled with name of receiving location, and wrapped in clear wrap. Frozen foods, refrigerated food, and non-refrigerated food are to be palletized separately. Pallets must not exceed five (5) feet in height. The Contractor's delivery person(s) will be responsible for product unloading off the end of the truck, and the product must be accepted by IDOC staff, and not left unattended in the delivery area by the Contractor. The packing slip must be signed by both parties at the time of delivery. Any items that are missing from the order or damaged prior to this point will be the responsibility of the Contractor and replaced within twenty-four (24) hours (within a fifty (50) mile radius of Boise and within forty-eight (48) hours outside of that area. Any changes to the order, back orders or damaged product must be noted on delivery paperwork and signed and dated by Contractor and IDOC staff. See subsection 2.2.3 for each Institution's rights to cancel and order from another source.

4.1.3.2 Delivery will be provided at a minimum of once a week to all Idaho Department of Correction locations. Institutions with a population of more than five hundred (500) will be provided with delivery two (2) times per week if requested by Idaho Department of Correction administration. The Contractor must identify mutually agreed upon delivery days and times (see subsection 2.2.3) to the IDOC Dietary Services Manager's office in writing. Changes or modifications in this schedule will be reported in writing to that office by the Contractor.

4.1.3.3 In the event of any Institution lock down caused by riot, power failure, disaster or security situation, that prevents food delivery, the Contractor will re-deliver within twenty-four (24) hours in the Boise area (within a fifty [50] mile radius of Boise), and within forty-eight (48) hours outside of that area, after clearance for delivery has been received from the Institution or Idaho Department of Correction administration. No additional charges will be billed for re-delivery due to a lock down/security situation.

4.1.3.4 Missing or damaged items will be re-delivered within the above stated time parameters at the Institution's discretion at no additional cost to the Idaho Department of Correction. See subsection 2.2.3 each Institutions' rights to cancel and order from another source.

4.1.3.5 Delivery vehicles are subject to search before entering and at any time while on IDOC property.

4.1.3.6 The IDOC may request that some food items, due to the security risk they can pose, be secured in the delivery vehicle, invoiced separately, and be given directly to the Institution food services authority at the receiving location. The Contractor must comply with these requests.

4.1.3.7 Delivery trucks will maintain foods at the appropriate temperature during transportation and delivery (frozen foods at less than 10 degrees Fahrenheit, milk at 34 to 40 degrees Fahrenheit and refrigerated/perishable foods at less than 41 degrees Fahrenheit). Milk must be delivered with a minimum of fourteen (14) days remaining on the use by date.

4.1.3.8 Delivery Containers: The Idaho Department of Correction will safeguard and make available to the Contractor all Contractor-owned delivery containers and pallets weekly. Containers lost or damaged will be paid for by the IDOC, at the current replacement cost, upon receipt of billing from the Contractor.

4.1.4 On-Line Ordering and Account Numbers: The IDOC prefers to place orders on-line. The IDOC requests that the Contractor only accept IDOC issued purchase orders, and not accept p-card orders. If on-line ordering is available, the Contractor shall provide each IDOC Institution listed on Attachment A with its own on-line account through which orders for that Institution shall be placed. Additionally, the IDOC requests that Contractor provide two (2) administrator accounts which will provide the IDOC the ability to review all orders placed and received by all Institutions. Standing orders are acceptable if mutually agreed upon by the Institution and the Contractor (see subsection 2.2.11)

4.1.5 Invoices (IDOC): The Contractor shall send invoices to the following billing address (see exceptions listed in this subsection):

Idaho Department of Correction
1299 N. Orchard St., Suite 110
Boise, ID 83706

Exceptions: For the St. Anthony Work Camp and for all Community Work Centers, the Contractor shall send invoices directly to those Institutions. Addresses for those Institutions are shown on Attachment A.

All invoices shall include (at a minimum) purchase order number, ship to address, description of items(s) being shipped, quantity shipped, quantity backordered.

4.1.6 Product Usage: IDOC product usage or type is subject to change, and may be dependent upon the quarterly prices.

4.2 Idaho Department of Health and Welfare

4.2.1 State Hospital South

4.2.1.1 SHS Item and Packaging Requirements: State Hospital South purchases milk in individually portioned (8oz) pure-pack containers. The majority of the individually portioned milk purchased will be 1%. Some skim, 1% chocolate milk, and whole milk will also be purchased in individually portioned containers. Skim milk will be purchased in gallons and low fat buttermilk will be purchased in half-gallon containers. <u>Contractor must be able to meet demand for the fat-free and low-fat items; substitution of higher fat items will not be allowed</u>.

4.2.1.2 SHS Quality and Delivery Requirements:

4.2.1.2.1 Contractor shall be responsible for the stocking and rotating of milk products provided. Contractor shall maintain par levels of milk products at both the PTF kitchen and the Canteen.

4.2.1.2.2 There shall be a stamped code date of freshness on all fluid milk received. Quality must meet or exceed the specifications stated for each item on the Bid Schedule. All products shall

be of high quality, Grade A. Milk products must be delivered fresh, free of spoilage and contamination, in clean, intact packaging. There shall be at least a 2-week (14) day freshness date on all fluid milk received.

4.2.1.2.3 Deliveries shall be made at least two (2) times a week to the PTF kitchen and to the Canteen on a schedule agreed upon between the Contractor and State Hospital South, with no minimum drop requirement.

4.2.1.2.4 Refrigerated milk products are to be kept at the safe temperature range required by Idaho Food Code (at or below 41 degrees Fahrenheit) and delivered in a refrigerated truck. Milk crates must be delivered in a sanitary condition.

4.2.1.3 Payment Terms (SHS): The Canteen and Dietary departments will maintain separate accounts and payment systems. Dietary will purchase milk with a credit card. A credit card handling fee will not be assessed on State Hospital South transactions. Any credits due from Contractor will be posted to credit card account. The Canteen will maintain a charge account with a net 30 day payment term. The Contractor will provide a hard copy credit memo for each credit due.

4.2.1.3.1 Contractor shall extend credit on outdated and expired milk products, and milk products of inferior quality.

4.2.2 State Hospital North

4.2.2.1 SHN Item and Packaging Requirements: State Hospital North purchases milk in individually portioned (8oz) waxed cardboard containers. The majority of the individually portioned milk purchased will be 1%. State Hospital North also uses skim (fat-free), and fat-free chocolate milk, which is purchased in individually portioned containers. Low-fat (1%) milk will also be purchased in gallons. Contractor must be able to meet demand for the fat-free and low-fat items; substitution of higher fat items will not be allowed.

4.2.2.2 SHN Quality and Delivery Requirements:

4.2.2.2.1 Contractor shall be responsible for the stocking and rotating of milk products provided. Contractor shall maintain par levels of milk for SHN.

4.2.2.2.2 There shall be a stamped code date of freshness on all fluid milk received. Quality must meet or exceed the specifications stated for each item on the Bid Schedule. All products shall be of high quality, Grade A. Milk products must be delivered fresh, free of spoilage and contamination, in clean, intact packaging. There shall be at least a 2-week (14) day freshness date on all fluid milk received.

4.2.2.2.3 Deliveries shall be made a least two times per week to the SHN kitchen on a schedule agreed upon between the Contractor and SHN, with no minimum drop requirement.

4.2.2.2.4 Refrigerated milk products are to be kept at the safe temperature range required by Idaho Food Code (at or below 41 degrees Fahrenheit) and delivered in a refrigerated truck. Milk crates must be delivered in a sanitary condition.

4.2.2.3 Payment Terms (SHN): SHN Dietary department will maintain a charge account with a net 30 day payment term. The Contractor will provide a hard copy credit memo for each credit due.

4.2.2.3.1 Contractor shall extend credit on outdated or expired milk products, and milk products of inferior quality.

4.2.3 Southwest Idaho Treatment Center

4.2.3.1 Deliveries for Southwest Idaho Treatment Center: Deliveries must be available five (5) days a week with no minimum drop requirement. Deliveries are to be made by full-unopened case, unless a partial case is specified by Southwest Idaho Treatment Center (SWITC). Delivery personnel may be required to put away refrigerated items onto shelves in kitchen walk-in or reach-in refrigerators as directed by Dietary staff. Foods must be delivered in a sanitary manner. Dented cans, foods with torn packaging, and crushed foods will be refused. Refrigerated items must be delivered via refrigerated truck and must be within appropriate safe temperature range upon delivery. Fluid milk products must have an expiration date of at least two (2) weeks from date of delivery.

4.2.3.2 Delay of Delivery (SWITC): Delays in delivery greater than two (2) weeks will not be acceptable. SWITC will document any occurrences of delays exceeding two (2) weeks. This record will be reviewed prior to renewal of the Agreement and may have impact on whether or not the Agreement is renewed.

4.2.3.3 Payment Terms (SWITC): The Dietary department will purchase milk with a credit card. A credit card handling fee will not be assessed on transactions. Any credits due from Contractor will be posted to credit card account. The Contractor will provide a hard copy credit memo for each credit due.

4.3 Idaho Division of Veterans Services

4.3.1 Deliveries for Idaho Division of Veterans Services Institutions: For Idaho Division of Veterans Services (IDVS) Institutions, deliveries must be available five (5) days a week with no minimum drop requirement. Main delivery days will be Tuesday and Friday of each week between the hours of 9:00 a.m. and 11:00 a.m. or between the hours of 1:00 p.m. and 3:00 p.m. If a holiday falls on either of the main delivery days, delivery must be made the day preceding the holiday. Deliveries are to be made by full-unopened case, unless a partial case is specified by the Institution. Delivery personnel must rotate and put away refrigerated items onto shelves in kitchen walk-in or reach-in refrigerators as directed by Dietary staff. Foods must be delivered in a sanitary manner. Dented cans, foods with torn packaging, and crushed foods will be refused, and must be credited by the Contractor. Refrigerated items must be delivered via refrigerated truck, and must be within appropriate safe temperature range upon delivery.

4.3.1 Delay of Delivery (IDVS Institutions): Delays in delivery will not be acceptable. Idaho Division of Veterans Services will document any occurrences of delays. This record will be reviewed prior to renewal of the Agreement and may have impact on whether or not the Agreement is renewed.

4.3.2 Payment Terms (IDVS Institutions): The three Veterans homes (Institutions) will maintain separate charge accounts and payment systems with a net 30 day payment term. The Contractor will provide a hard copy credit memo for each credit due to the individual Veterans home.

4.3.3 Invoices (IDVS Institutions): The Contractor shall send invoices directly to the individual IDVS Institutions listed on Attachment A. All invoices shall include (at a minimum) purchase order number, ship to address, description of items(s) being shipped, quantity shipped, quantity backordered.

4.3.4 Ordering (IDVS Institutions): Each Idaho State Veterans home maintains a par level meeting menu requirements. Orders will be given to delivery driver on each delivery for the next delivery. Emergency orders will be phoned in to the Contractor.

4.3.5 Additional Quality Requirement (IDVS Institutions): There must be no additional preservatives or chemicals added to milk products to extend shelf life.

4.4 Idaho Department of Juvenile Corrections

The Idaho Department of Juvenile Corrections has identified no special contract requirements for itself.